

1912

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Orator, the Baldwin County Bank, a Corporation, brings this its Bill of Complaint against J. H. Hastie and Annie D. Hastie, and thereupon your Orator complains and shows unto the Court as follows:

1. Your Orator is a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Bay Minette, Baldwin County, Alabama. The said J. H. Hastie and Annie D. Hastie are each over the age of twenty-one years and reside at Stockton, in Baldwin County, Alabama.

2. On to-wit, July 20, 1925, J. H. Hastie and Annie D. Hastie, husband and wife, executed to the said Baldwin County Bank their promissory waive note for Three Thousand Dollars (\$3000.00), a copy of which note is hereto attached, marked Exhibit "A" and made a part hereof as though fully incorporated herein. At the same time they also executed to the said Baldwin County Bank their mortgage to secure the payment of the said note, a copy of which said mortgage is hereto attached, marked Exhibit "B" and made a part hereof as though fully incorporated herein. This said mortgage is recorded in Book Number 20 of Mortgages at page 523 in the Probate Records of Baldwin County, Alabama, and conveys and mortgages the following described lands situated in Baldwin County, Alabama, to-wit:

Start Northwest corner of Elias Hammond lot, according to a plat by Jno. Peoples, a county surveyor, October 29th, 1850. Run South 59 degrees East 534 feet to the East side public road, thence South 27 degrees 45 minutes West 318 feet along East side public road to a stake for a beginning point, thence South 58 degrees 30 minutes East 418 feet to a stake, thence South 31 degrees 30 minutes West 418 feet to a stake, thence North 58 degrees 30 minutes West 418 feet to a stake on the East side public road, thence North 31 degrees 30 minutes East 418 feet along the East side public road 418 feet to the place of beginning, containing 4 acres, all in Section 3 Township 1 South of Range 2 East.

Also, Beginning at the Southwest corner of Annie D. Hastie lot bought of Jno. T. Hammond & wife, Feb. 22nd, 1902 and recorded in book #5 N. S. pages 113 & 114, thence South 58 degrees 30 minutes East. 9.97 chains to stake on East boundary line of Elias Hammond lot, thence

South 31 degrees 30 minutes West, along East boundary line of Elias Hammond lot 2.48 chains thence North 66 degrees West 10.04 chains, thence North 30 degrees 15 minutes East to place of beginning, containing three acres more or less all in Section 3 Township 1 South of Range 2 East.

Also, Beginning at Northeast corner Elias Hammond lot according to plat & survey by Jno. Peoples, a county surveyor, dated October 29, 1850, thence North 59 degrees West 10.03 chains to stake on East side public road, thence South 27 degrees 45 minutes West 4.81 chains to corner Annie D. Hastie lot, heretofore bought of grantor, thence South 58 degrees thirty minutes East, 6.33 chains, thence South 31 degrees 30 minutes West 6.33 chains, thence North 58 degrees 30 minutes West 6.33 chains to stake on East side public road, thence South 31 degrees 30 minutes West 3.17 chains, thence South 58 degrees 30 minutes East 9.97 chains to stake on East boundary line of Elias Hammond lot, thence North 31 degrees East 13.63 chains to place of beginning containing 9.63 acres, being a fractional part of N. E. Quarter of N. E. Quarter of Section 3, Township 1 South Range 2 East, also fractional part of Sec. 34, Township 1 North Range 2 East. Reserving therefrom one and eighty-one hundredths acres, in Section 3, Township One South of Range Two East, heretofore mortgaged to Baldwin County Bank on the 11th day of February, 1915, and recorded in Record Book 15 of Mortgages, pages 476-477 in the office of the Probate Judge of Baldwin County, Alabama.

3. The greater part of the original indebtedness secured by the note and mortgage hereinabove referred to as Exhibits "A" and "B" still remains unpaid but has been reduced by the said mortgagors from time to time and on to-wit, January 2, 1932, the said Mortgagors executed their renewal note evidencing the unpaid part of the said indebtedness to the said Baldwin County Bank, a true copy of which is hereto attached, marked Exhibit "C" and made a part hereof as though fully incorporated herein.

4. That on to-wit, May 12, 1930, a purported cancellation of the said mortgage hereinabove referred to as Exhibit "B" was made on the face of the record in the office of the Probate Judge of Baldwin County, Alabama, by W. D. Stapleton, who was at that time President of the said Baldwin County Bank, which said act that is, the purported cancellation of the said mortgage, was made through accident, error or mistake and that the greater part of the said original indebtedness was unpaid on May 12, 1930, and still remains due and unpaid, which said fact has been repeatedly admitted by one of the said Mortgagors, namely, J. H. Hastie, who further admitted that the said mortgage was a valid and outstanding obligation.

5. The said indebtedness as evidenced by the said Exhibit "C", together with interest thereon, remains unpaid and in default and because thereof the said mortgage, under its terms and provisions in that behalf, is now foreclosable.

6. The said notes and mortgage provide for the payment of attorneys' fees as appears from Exhibits "A", "B" and "C", hereto and your Orator is now entitled to have the said mortgage foreclosed and also to be allowed all of its reasonable attorneys' fees incurred in this proceeding.

PRAYER FOR PROCESS.

Your Orator prays that the said J. H. Hastie and Annie D. Hastie be made parties respondent to this Bill of Complaint and that the usual process of this Honorable Court do forthwith issue to them and each of them.

PRAYER FOR RELIEF.

Your Orator further prays that upon the hearing of this cause the purported cancellation of the said mortgage be set aside and held for naught; that it be decreed that your Orator is the owner of the said notes and mortgage; that as between the parties hereto the said mortgage is the first lien on the land described therein and that your Orator is entitled to the foreclosure thereof; that the amount of the indebtedness due thereon with interest, including costs, attorneys' fees and expenses of this proceeding may be decreed and that a decree of foreclosure of said mortgage be entered ordering and decreeing that in the event of a failure to pay the amount so ascertained to be due within some such reasonable time as decreed by the Court, the lands described therein be sold for the satisfaction of said demands in all respects according to

EXHIBIT "B"

The State of Alabama, }  
Baldwin County. }

KNOW ALL MEN BY THESE PRESENTS, That whereas, the under-  
signed J. H. Hastie and Annie D. Hastie, husband and wife, are  
justly indebted to Baldwin County Bank in the sum of Three Thousand  
----Dollars, evidenced by their promissory note--dated July 20th--  
1925, and due and payable at Baldwin County Bank on the 18th day of  
October, 1925, with interest from maturity.-----  
and whereas, the said J. H. Hastie and Annie D. Hastie, husband and  
wife, are desirous of securing the prompt payment of said note--  
when the same fall--due. Now, therefore, in consideration of said  
indebtedness, and to secure the prompt payment of the same at ma-  
turity, the said--J. H. Hastie and Annie D. Hastie,-----have bar-  
gained and sold, and they--do hereby grant, bargain, sell and con-  
vey unto the said---Baldwin County Bank--- the following described  
real estate, situated in ----Baldwin--County and State of Alabama,  
to-wit:-----

Start Northwest corner of Elias Hammond lot, according to a plat by  
Jno. Peoples, a county surveyor, October 29th, 1850. Run South 59  
degrees East 534 feet to the East side public road, thence South  
27 degrees 45 minutes West 318 feet along East side public road to  
a stake for a beginning point, thence South 58 degrees 30 minutes  
East 418 feet to a stake, thence South 31 degrees 30 minutes West  
418 feet to a stake, thence North 58 degrees 30 minutes West 418 feet  
to a stake on the East side of public road, thence North 31 degrees  
30 minutes East 418 feet along the East side public road 418 feet to  
the place of beginning, containing 4 acres, all in Section 3 Town-  
ship 1 South of Range 2 East.

Also, Beginning at the Southwest corner of Annie D. Hastie lot bought  
of Jno. T. Hammond & wife, Feb. 22nd, 1902 and recorded in book #5  
N. S. pages 113 & 114, thence South 58 degrees 30 minutes East, 9.97  
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South 31 degrees 30 minutes West, along East boundary line of Elias  
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Hammond lot, thence North 31 degrees East 13.63 chains to place of  
beginning, containing 9.63 acres, being a fractional part of N. E.  
Quarter of N. E. Quarter of Section 3. Township 1 South Range 2 East,  
also fractional part of Sec. 34, Township 1 North Range 2 East.

Reserving therefrom one and eighty-one hundredths acres, in Section  
3, Township One South of Range Two East, heretofore mortgaged to  
Baldwin County Bank on the 11th day of February, 1915, and recorded  
in Record Book 15 of Mortgages, pages 476-477 in the office of the  
Probate Judge of Baldwin County, Alabama.-----  
warranted free from all incumbrance and against any adverse claims.

TO HAVE AND TO HOLD, The above granted premises unto the  
said-----Baldwin County Bank---its-----heirs and assigns forever.  
And for the purpose of further securing the payment of said note we  
do hereby agree to pay all the taxes and assessments when imposed  
legally upon said premises, and should -----we-----make default in

payment of same, said-----Baldwin County Bank-----may at its option pay off the same; and to further secure the said indebtedness first above named---we-----agree to keep said property insured for at least -----Three Thousand-----Dollars, loss, if any, payable to said--Baldwin County Bank-----as its interest may appear, and if we fail to keep said property insured as above specified, then the said ----Baldwin County Bank-----may at its option insure said property for said sum for ---its own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by Baldwin County Bank-----shall become a debt to -----Baldwin County Bank-----additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said---Baldwin County Bank-----and be due and payable at the maturity of debt.-----

UPON CONDITION, HOWEVER, That if the said J. H. Hastie and Annie D. Hastie----pay said note----and reimburse said---Baldwin County Bank-----for any amount it may have expended as taxes and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said---Baldwin County Bank-----or should said note---or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Baldwin County Bank---- or its--assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness shall at once become due and payable and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said---Baldwin County Bank----- agent or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving --15---day's notice, by publication once a week, for two consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published at----- Bay Minette-----in said County and State, to sell the same in front of the Court House door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale; First to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; Third, to the payment of said note---in full whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale, and Fourth, the balance, if any, to be turned over to the said----J. H. Hastie-----And we further agree, that said-----Baldwin County Bank----- agent or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and---we---further agree to pay a reasonable attorney's fee to said ----Baldwin County Bank----or its assigns, for the foreclosure of this mortgage in chancery. Should same be foreclosed said fee to be a part of the debt hereby secured.

Witness our hands and seals this --20th--day of ---July---A.D.,1925.

WITNESS:

Annie D. Hastie----- (Seal)  
 J. H. Hastie----- (Seal)

The State of Alabama, )  
 Baldwin County. ) I, ---Mrs. N. B. Carroll---a Notary Public--in and for said County in said State, hereby certify that J. H. Hastie and Annie D. Hastie, his wife, whose names are---signed to the foregoing conveyance, and who---are---known to me, acknowledged before me on this day that being informed of the contents of this conveyance-----they----executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this --20--day of July A.D.,1925.

Notary's )  
Seal. )

Mrs. N. B. Carroll  
Notary Public, Baldwin Co. Ala.

The State of Alabama, )  
Baldwin County. )

I, --Mrs. N. B. Carroll, a---Notary Public---in and for said County, in said State, hereby certify that on the 20 day of --July---1925, came before me the within named---Annie D. Hastie-----known to me (or made known to me) to be the wife of the within named---J. H. Hastie-----, who, being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord and without fear, constraint, or threats on the part of the husband.

In witness whereof, I hereunto set my hand and official seal, this---20---day of ----July---A. D., 1925.

Mrs. N. B. Carroll  
Notary Public, Baldwin Co. Ala.

(Notary's Seal)

EXHIBIT "C"

RENEWAL NOTE

\$2250.00

Bay Minette---Ala., Jany 2nd 1932---

On Feby 1st-----after date----we-----promise to pay to the order of  
Baldwin Co Bank

Twenty two hundred fifty no/100-----Dollars

Payable at---Baldwin Co Bank-----Alabama.

The parties to this instrument do hereby waive the benefit of all laws exempting personal property from levy and sale, and further agree to pay ten per cent of the principal and interest as Attorney's fees in the event the same is not paid at maturity and is put in the hands of Attorneys for collection. And we, and all endorsers hereof hereby declare and contract with the payee and holder hereof that there is no contract or understanding made or had by us or either of us with the payee or any other person which in any manner limits or affects our liability on this paper.

The payee of this note is authorized to apply, on or after maturity, to the payment of this note any funds in this Bank belonging to the maker, surety, endorsers, guarantor or any one of them. Protest and notice of protest is hereby expressly waived on this note by all endorsers.

This note is given not as payment, but as additional and collateral security to a certain note and mortgage dated 20th day of July 1925,---and is in no wise to impair the validity of said mortgage, or to decrease the amount due upon the note secured thereby.

Value Received.

Mrs. J. H. Hastie

J. H. Hastie

# Circuit Court, Baldwin County, Ala., IN EQUITY.

# 19 1/2

*Baldwin County Bank*

PLAINTIFF

VS.

*J. H. Hastie and Annie D. Hastie*

DEFENDANT

BILL OF COST

	Dollars	Cts.		\$	Cts.
<b>Fees of Register</b>			<b>AMOUNT BROUGHT FORWARD</b>		
Filing each bill and other papers .....	\$	10	For receiving, keeping and paying out or distributing money, etc. 1st \$1,000 1 per ct.; all over \$1,000 and not over \$5,000, 3-4 of 1 per ct.; all over \$5,000 and not exceeding \$10,000, 1-2 of 1 per ct.; all over \$10,000, 1-4 of 1 per ct.	1	10
Issuing each Subpoena .....		50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1 per ct. of amount received.		
Issuing each copy thereof .....		30	Each Notice Sent by Mail to Creditors .....	15	
Entering each return thereof .....		15	Filing, Receipting for and Docketing each Claim, etc	25	
For each Order of Publication .....		1 00	For all entries on Subpoena Docket, etc. ....	50	
Issuing Writ of Injunction .....		1 50	For all entries on Commission Docket, etc. ....	50	
For each Copy thereof .....		50	Making Final Record, per hundred words. ....	15	
Entering each return thereof .....		15	Certified Copy of Decree .....	1 00	3 00
Issuing Writ of Attachment .....		1 00	Report of Divorce to State Health Office .....	50	
Entering each return thereof .....		15	Acts 1915		
Docketing each case .....	1	00	<b>Total Fees of Register</b> .....		4 10
Entering each Appearance .....		25	<b>FEEES OF SHERIFF</b>		
Issuing each Decree Pro Confesso on personal service ..		1 00	Serving and Returning Subpoena on Deft. ....	\$ 1 50	
Issuing each Decree Pro Confesso on publication .....		1 00	Serving and Returning Subpoena for Witness .....	65	
Each Order Appointing Guardian .....		1 00	Levyng Attachment .....	3 00	
Any other order by Register .....		50	Entering and Returing same .....	25	
Issuing Commission to Take Testimony .....		50	Entering and Returning Execution .....	25	
Receiving and Filing .....		10	Selling Property Attached .....	25	
Endorsing each package .....		10	Impaneling Jury .....	75	
Entering Order Submitting Cause .....		50	Executing Writ of Possession .....	2 50	
Entering any other Order of Court .....		25	Collecting Execution for Costs .....	1 50	
Noting all Testimony .....		50	Serving and Returning Sci. Fa., each .....	65	
Abstract of Cause, etc. ....		1 00	Serving and Returning Notice .....	65	
Entering each Decree .....		75	Serving and Returning Writ of Injunction .....	1 50	
For Every Hundred Words Over Five Hundred .....		15	Serving and Returning Writ of Exeat .....	1 50	
Taking Account on Reference .....		3 00	Taking and Approving Bonds, each .....	1 00	
Taking Testimony, etc. ....		15	Collecting Money on Execution .....		
Each Report, Five Hundred Words or less .....		2 50	Making Deed .....	2 50	
For every Hundred Words Over Five Hundred .....		15	Serving and Returning Application .....	1 00	
Amount Claimed, Less than Five Hundred Dollars, etc. ....		2 00	Serving Attachment, Contempt of Court .....	1 50	
Issuing each Subpoena .....		25	<b>TOTAL FEES OF SHERIFF</b>		
Witness Certificate, each .....		25	<b>Recapitulation</b>		
Issuing Execution, each .....		75	Register's Fees .....		4 10
Entering each Return .....		15	Sheriff's Fees .....		
Taking and Approving Bond, each .....		1 00	Commissioner's Fees .....		
Making Copy of Bill, etc. ....		15	Solicitor's Fees .....		
Each notice not otherwise provided for .....		50	Witness Fees .....		
Each Certificate or Affidavit, with Seal .....		50	Guardian Ad Litem .....		
Each Certificate or Affidavit, no Seal .....		25	Printer's Fees .....		
Hearing and passing on application for Receiver or Trustee ..		3 00	Trial Tax .....	3 00	3 00
Each Settlement with Receiver or Trustee .....		3 00	Recording Decree in Probate Court .....		
Examining each Voucher of Receiver or Trustee .....		10	<b>Total</b> .....		
Examining each Answer on Exception .....		3 00			7 10
Recording Resignation or Suggestion of Death of Trustee ..		75			
Entering each Certificate to Supreme Court .....		50			
Taking Questions and Answers, etc. ....		25			
For all other service relating to such proceedings .....		1 00			
For service in proceeding to relieve minors, etc. same fee as in similar cases.					
Commission on sales, etc.: 1st \$100, 2 percent; all over \$100, and not exceeding \$1000, 1-1 2 per cent; all over \$1,000 and not exceeding \$20,000, 1 per cent; all over \$20,000, 1-4 of 1 per cent.					
<b>Sub Total Carried Forward</b> . . .		1 10			

Received payment this 14 day of May 1934 *G. A. Stone* Register.

NOTE: Unless the above costs in this cause are paid within ten days of the present date, execution will be issued and placed in the hands of Sheriff for collection, creating more costs.



19 1/2

LAW OFFICES  
J. B. BLACKBURN  
BAY MINETTE, ALABAMA

APRIL 17, 1934.

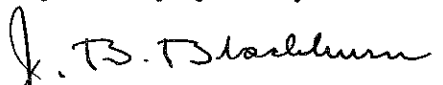
Mrs. M. A. Stone,  
Register in Chancery,  
Bay Minette, Alabama.

Dear Mrs. Stone:-

Please dismiss the  
case of Baldwin County Bank vs. J. H. Hastie and  
Annie D. Hastie.

If you will prepare  
a bill for the costs that have accrued in this  
case I will see that they are promptly paid.

Very truly yours,

  
J. B. BLACKBURN.

JBB:OS

1912

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Orator, the Baldwin County Bank, a Corporation, brings this its Bill of Complaint against J. H. Hastie and Annie D. Hastie, and thereupon your Orator complains and shows unto the Court as follows:

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PRAYER FOR PROCESS.

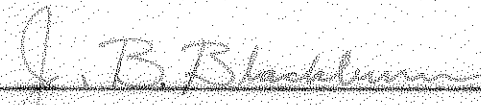
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law and the practice of this Honorable Court in foreclosure suits and that all further proceedings be had and orders and decrees made as may be necessary or proper to effect a full and complete foreclosure of said mortgage.

Your Orator further prays for such other, further and general relief as it may be equitably entitled to the premises considered.

  
\_\_\_\_\_  
Solicitor for Complainant.

FOOT NOTE: The said Respondents and each of them are required to answer each and every paragraph of the foregoing Bill of Complaint numbered from 1 to 6, both inclusive, but not under oath, the benefit whereof is hereby expressly waived.


  
\_\_\_\_\_  
Solicitor for Complainant.

EXHIBIT "A"

\$3000.00

BAY MINETTE, ALA. 7-20-25 192

On the 18th day of October 1925, I, we, or either of us, promise to pay to the order of BALDWIN COUNTY BANK of Bay Minette, Alabama.

Three Thousand----- DOLLARS  
for value received, in gold coin of the United States of the present standard of weight and fineness.

Negotiable and payable at Baldwin County Bank, Bay Minette, Alabama.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply, on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or anyone of them. All suits for the collection of this note may be prosecuted in any County in the State that the payee or assignee elects.

Witness our hand and seal the day above given.

Annie D. Hastie (Seal)

Attest: \_\_\_\_\_ J. H. Hastie (Seal)

Attest: \_\_\_\_\_ (Seal)

"EXHIBIT "B"

The State of Alabama, }  
Baldwin County. }

KNOW ALL MEN BY THESE PRESENTS, That whereas, the undersigned J. H. Hastie and Annie D. Hastie, husband and wife, are justly indebted to Baldwin County Bank in the sum of Three Thousand Dollars, evidenced by their promissory note--dated July 20th---1925, and due and payable at Baldwin County Bank on the 18th day of October, 1925, with interest from maturity.-----and whereas, the said J. H. Hastie and Annie D. Hastie, husband and wife, are desirous of securing the prompt payment of said note--when the same fall--due. Now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said--J. H. Hastie and Annie D. Hastie,-----have bargained and sold, and they--do hereby grant, bargain, sell and convey unto the said---Baldwin County Bank--- the following described real estate, situated in ----Baldwin--County and State of Alabama, to-wit:-----

Start Northwest corner of Elias Hammond lot, according to a plat by Jno. Peoples, a county surveyor, October 29th, 1850. Run South 59 degrees East 534 feet to the East side public road, thence South 27 degrees 45 minutes West 318 feet along East side public road to a stake for a beginning point, thence South 58 degrees 30 minutes East 418 feet to a stake, thence South 31 degrees 30 minutes West 418 feet to a stake, thence North 58 degrees 30 minutes West 418 feet to a stake on the East side of public road, thence North 31 degrees 30 minutes East 418 feet along the East side public road 418 feet to the place of beginning, containing 4 acres, all in Section 3 Township 1 South of Range 2 East.

Also, Beginning at the Southwest corner of Annie D. Hastie lot bought of Jno. T. Hammond & wife, Feb. 22nd, 1902 and recorded in book #5 N. S. pages 113 & 114, thence South 58 degrees 30 minutes East, 9.97 chains to stake on East boundary line of Elias Hammond lot, thence South 31 degrees 30 minutes West, along East boundary line of Elias Hammond lot 2.48 chains, thence North 66 degrees West 10.04 chains, thence North 30 degrees 15 minutes East to place of beginning, containing three acres more or less all in Section 3 Township 1 South of Range 2 East.

Also, Beginning at Northeast corner Elias Hammond lot according to plat & survey by Jno. Peoples, a county surveyor, dated October 29, 1850, thence North 58 degrees West 10.03 chains to stake on East side public road, thence South 27 degrees 45 minutes West 4.61 chains to corner Annie D. Hastie lot, heretofore bought of grantor, thence South 58 degrees thirty minutes East, 6.33 chains, thence South 31 degrees 30 minutes West 6.33 chains, thence North 58 degrees 30 minutes West 6.33 chains to stake on East side public road, thence South 31 degrees 30 minutes West 3.17 chains, thence South 58 degrees 30 minutes East 9.97 chains to stake on East boundary line of Elias Hammond lot, thence North 31 degrees East 13.63 chains to place of beginning, containing 9.63 acres, being a fractional part of N. E. Quarter of N. E. Quarter of Section 3, Township 1 South Range 2 East, also fractional part of Sec. 34, Township 1 North Range 2 East.

Reserving therefrom one and eighty-one hundredths acres, in Section 3, Township One South of Range Two East, heretofore mortgaged to Baldwin County Bank on the 11th day of February, 1915, and recorded in Record Book 15 of Mortgages, pages 476-477 in the office of the Probate Judge of Baldwin County, Alabama.-----warranted free from all incumbrance and against any adverse claims.

TO HAVE AND TO HOLD, The above granted premises unto the said-----Baldwin County Bank---its-----heirs and assigns forever. And for the purpose of further securing the payment of said note we do hereby agree to pay all the taxes and assessments when imposed legally upon said premises, and should ----we-----make default in

payment of same, said-----Baldwin County Bank-----may at its option pay off the same; and to further secure the said indebtedness first above named---we-----agree to keep said property insured for at least -----Three Thousand-----Dollars, less, if any, payable to said--Baldwin County Bank-----as its interest may appear, and if we fail to keep said property insured as above specified, then the said -----Baldwin County Bank-----may at its option insure said property for said sum for ---its own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by Baldwin County Bank-----shall become a debt to -----Baldwin County Bank-----additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said---Baldwin County Bank-----and be due and payable at the maturity of debt.-----

UPON CONDITION, HOWEVER, That if the said J. H. Hastie and Annie D. Hastie---pay said note---and reimburse said---Baldwin County Bank---for any amount it may have expended as taxes and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said---Baldwin County Bank---or should said note---or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Baldwin County Bank--- or its---assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness shall at once become due and payable and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said---Baldwin County Bank--- agent or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving --15--day's notice, by publication once a week, for two consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published at----- Bay Minette-----in said County and State, to sell the same in front of the Court House door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale; First to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; Third, to the payment of said note---in full whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale, and Fourth, the balance, if any, to be turned over to the said-----J. H. Hastie-----And we further agree, that said-----Baldwin County Bank----- agent or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and---we---further agree to pay a reasonable attorney's fee to said -----Baldwin County Bank---or its assigns, for the foreclosure of this mortgage in chancery. Should same be foreclosed said fee to be a part of the debt hereby secured.

Witness our hands and seals this --20th--day of --July--A.D.,1925.

WITNESS:

\_\_\_\_\_  
Annie D. Hastie-----{Seal}  
J. H. Hastie-----{Seal}

The State of Alabama, }  
Baldwin County. }

I, ---Mrs. N. B. Carroll---a Notary Public---in and for said County in said State, hereby certify that J. H. Hastie and Annie D. Hastie, his wife, whose names are---signed to the foregoing conveyance, and who---are---known to me, acknowledged before me on this day that being informed of the contents of this conveyance-----they---executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this --20--day of July A.D.,1925.



Notary's }  
Seal.

Mrs. N. B. Carroll  
Notary Public, Baldwin Co. Ala.

The State of Alabama, }  
Baldwin County.

I, --Mrs. N. B. Carroll, a---Notary Public---in and for said County, in said State, hereby certify that on the 20 day of --July---1925, came before me the within named---Annie D. Hastie-----known to me (or made known to me) to be the wife of the within named---J. H. Hastie-----, who, being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord and without fear, constraint, or threats on the part of the husband.

In witness whereof, I hereunto set my hand and official seal, this---20---day of ---July---A. D., 1925.

Mrs. N. B. Carroll  
Notary Public, Baldwin Co. Ala.

(Notary's Seal)

EXHIBIT "C"

RECEIVED

\$2250.00 Bay Minette---Ala., July 2nd 1922---

On Esby 1st----after date----we----promise to pay to the order of  
Baldwin Co Bank

Twenty two hundred fifty no/100-----Dollars

Payable at---Baldwin Co Bank-----Alabama.

The parties to this instrument do hereby waive the benefit of all laws exempting personal property from levy and sale, and further agree to pay ten per cent of the principal and interest as Attorney's fees in the event the same is not paid at maturity and is put in the hands of Attorneys for collection. And we, and all endorsers hereof hereby declare and contract with the payee and holder hereof that there is no contract or understanding made or had by us or either of us with the payee or any other person which in any manner limits or affects our liability on this paper.

The payee of this note is authorized to apply, on or after maturity, to the payment of this note any funds in this Bank belonging to the maker, surety, endorsers, guarantor or any one of them. Protest and notice of protest is hereby expressly waived on this note by all endorsers.

This note is given not as payment, but as additional and collateral security to a certain note and mortgage dated 20th day of July 1922,---and it is in no wise to impair the validity of said mortgage, or to decrease the amount due upon the note secured thereby.  
Value Received.

Mrs. J. H. Hastie

J. H. Hastie

1912

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Orator, the Baldwin County Bank, a Corporation, brings this its Bill of Complaint against J. H. Hastie and Annie D. Hastie, and thereupon your Orator complains and shows unto the Court as follows:

1. Your Orator is a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Bay Minette, Baldwin County, Alabama. The said J. H. Hastie and Annie D. Hastie are each over the age of twenty-one years and reside at Stockton, in Baldwin County, Alabama.

2. On to-wit, July 20, 1925, J. H. Hastie and Annie D. Hastie, husband and wife, executed to the said Baldwin County Bank their promissory waive note for Three Thousand Dollars (\$3000.00), a copy of which note is hereto attached, marked Exhibit "A" and made a part hereof as though fully incorporated herein. At the same time they also executed to the said Baldwin County Bank their mortgage to secure the payment of the said note, a copy of which said mortgage is hereto attached, marked Exhibit "B" and made a part hereof as though fully incorporated herein. This said mortgage is recorded in Book Number 20 of Mortgages at page 523 in the Probate Records of Baldwin County, Alabama, and conveys and mortgages the following described lands situated in Baldwin County, Alabama, to-wit:

Start Northwest corner of Elias Hammond lot, according to a plat by Jno. Peoples, a county surveyor, October 29th, 1850. Run South 59 degrees East 534 feet to the East side public road, thence South 27 degrees 45 minutes West 318 feet along East side public road to a stake for a beginning point, thence South 58 degrees 30 minutes East 418 feet to a stake, thence South 31 degrees 30 minutes West 418 feet to a stake, thence North 58 degrees 30 minutes West 418 feet to a stake on the East side public road, thence North 31 degrees 30 minutes East 418 feet along the East side public road 418 feet to the place of beginning, containing 4 acres, all in Section 3 Township 1 South of Range 2 East.

Also, Beginning at the Southwest corner of Annie D. Hastie lot bought of Jno. T. Hammond & wife, Feb. 22nd, 1902 and recorded in book #5 N. S. pages 113 & 114, thence South 58 degrees 30 minutes East. 9.97 chains to stake on East boundary line of Elias Hammond lot, thence

South 31 degrees 30 minutes West, along East boundary line of Elias Hammond lot 2.48 chains thence North 66 degrees West 10.04 chains, thence North 30 degrees 15 minutes East to place of beginning, containing three acres more or less all in Section 3 Township 1 South of Range 2 East.

Also, Beginning at Northeast corner Elias Hammond lot according to plat & survey by Jno. Peoples, a county surveyor, dated October 29, 1850, thence North 59 degrees West 10.03 chains to stake on East side public road, thence South 27 degrees 45 minutes West 4.81 chains to corner Annie D. Hastie lot, heretofore bought of grantor, thence South 58 degrees thirty minutes East, 6.33 chains, thence South 31 degrees 30 minutes West 6.33 chains, thence North 58 degrees 30 minutes West 6.33 chains to stake on East side public road, thence South 31 degrees 30 minutes West 3.17 chains, thence South 58 degrees 30 minutes East 9.97 chains to stake on East boundary line of Elias Hammond lot, thence North 31 degrees East 13.63 chains to place of beginning containing 9.63 acres, being a fractional part of N. E. Quarter of N. E. Quarter of Section 3, Township 1 South Range 2 East, also fractional part of Sec. 34, Township 1 North Range 2 East. Reserving therefrom one and eighty-one hundredths acres, in Section 3, Township One South of Range Two East, heretofore mortgaged to Baldwin County Bank on the 11th day of February, 1915, and recorded in Record Book 15 of Mortgages, pages 476-477 in the office of the Probate Judge of Baldwin County, Alabama.

3. The greater part of the original indebtedness secured by the note and mortgage hereinabove referred to as Exhibits "A" and "B" still remains unpaid but has been reduced by the said mortgagors from time to time and on to-wit, January 2, 1932, the said Mortgagors executed their renewal note evidencing the unpaid part of the said indebtedness to the said Baldwin County Bank, a true copy of which is hereto attached, marked Exhibit "C" and made a part hereof as though fully incorporated herein.

4. That on to-wit, May 12, 1930, a purported cancellation of the said mortgage hereinabove referred to as Exhibit "B" was made on the face of the record in the office of the Probate Judge of Baldwin County, Alabama, by W. D. Stapleton, who was at that time President of the said Baldwin County Bank, which said act that is, the purported cancellation of the said mortgage, was made through accident, error or mistake and that the greater part of the said original indebtedness was unpaid on May 12, 1930, and still remains due and unpaid, which said fact has been repeatedly admitted by one of the said Mortgagors, namely, J. H. Hastie, who further admitted that the said mortgage was a valid and outstanding obligation.

5. The said indebtedness as evidenced by the said Exhibit "C", together with interest thereon, remains unpaid and in default and because thereof the said mortgage, under its terms and provisions in that behalf, is now foreclosable.

6. The said notes and mortgage provide for the payment of attorneys' fees as appears from Exhibits "A", "B" and "C", hereto and your Orator is now entitled to have the said mortgage foreclosed and also to be allowed all of its reasonable attorneys' fees incurred in this proceeding.

PRAYER FOR PROCESS.

Your Orator prays that the said J. H. Hastie and Annie D. Hastie be made parties respondent to this Bill of Complaint and that the usual process of this Honorable Court do forthwith issue to them and each of them.

PRAYER FOR RELIEF.

Your Orator further prays that upon the hearing of this cause the purported cancellation of the said mortgage be set aside and held for naught; that it be decreed that your Orator is the owner of the said notes and mortgage; that as between the parties hereto the said mortgage is the first lien on the land described therein and that your Orator is entitled to the foreclosure thereof; that the amount of the indebtedness due thereon with interest, including costs, attorneys' fees and expenses of this proceeding may be decreed and that a decree of foreclosure of said mortgage be entered ordering and decreeing that in the event of a failure to pay the amount so ascertained to be due within some such reasonable time as decreed by the Court, the lands described therein be sold for the satisfaction of said demands in all respects according to

law and the practice of this Honorable Court in foreclosure suits and that all further proceedings be had and orders and decrees made as may be necessary or proper to effect a full and complete foreclosure of said mortgage.

Your Orator further prays for such other, further and general relief as it may be equitably entitled to the premises considered.

*J. B. Blackburn*

---

Solicitor for Complainant.

FOOT NOTE: The said Respondents and each of them are required to answer each and every paragraph of the foregoing Bill of Complaint numbered from 1 to 6, both inclusive, but not under oath, the benefit whereof is hereby expressly waived.

*J. B. Blackburn*

---

Solicitor for Complainant.

EXHIBIT "A"

\$3000.00

BAY MINETTE, ALA. 7-20-25 192

On the 18th day of October 1925, I, we, or either of us, promise to pay to the order of BALDWIN COUNTY BANK of Bay Minette, Alabama.

Three Thousand----- DOLLARS  
for value received, in gold coin of the United States of the present standard of weight and fineness.

Negotiable and payable at Baldwin County Bank, Bay Minette, Alabama.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply, on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or anyone of them. All suits for the collection of this note may be prosecuted in any County in the State that the payee or assignee elects.

Witness our hand and seal the day above given.

Annie D. Hastie (Seal)

Attest: \_\_\_\_\_ J. H. Hastie (Seal)

Attest: \_\_\_\_\_ (Seal)

EXHIBIT "B"

The State of Alabama, )  
Baldwin County. )

KNOW ALL MEN BY THESE PRESENTS, That whereas, the under-  
signed J. H. Hastie and Annie D. Hastie, husband and wife, are  
justly indebted to Baldwin County Bank in the sum of Three Thousand  
----Dollars, evidenced by their promissory note--dated July 20th--  
1925, and due and payable at Baldwin County Bank on the 18th day of  
October, 1925, with interest from maturity.-----  
and whereas, the said J. H. Hastie and Annie D. Hastie, husband and  
wife, are desirous of securing the prompt payment of said note--  
when the same fall--due. Now, therefore, in consideration of said  
indebtedness, and to secure the prompt payment of the same at ma-  
turity, the said--J. H. Hastie and Annie D. Hastie,-----have bar-  
gained and sold, and they--do hereby grant, bargain, sell and con-  
vey unto the said--Baldwin County Bank--- the following described  
real estate, situated in ----Baldwin--County and State of Alabama,  
to-wit:-----

Start Northwest corner of Elias Hammond lot, according to a plat by  
Jno. Peoples, a county surveyor, October 29th, 1850. Run South 59  
degrees East 534 feet to the East side public road, thence South  
27 degrees 45 minutes West 318 feet along East side public road to  
a stake for a beginning point, thence South 58 degrees 30 minutes  
East 418 feet to a stake, thence South 31 degrees 30 minutes West  
418 feet to a stake, thence North 58 degrees 30 minutes West 418 feet  
to a stake on the East side of public road, thence North 31 degrees  
30 minutes East 418 feet along the East side public road 418 feet to  
the place of beginning, containing 4 acres, all in Section 3 Town-  
ship 1 South of Range 2 East.

Also, Beginning at the Southwest corner of Annie D. Hastie lot bought  
of Jno. T. Hammond & wife, Feb. 22nd, 1902 and recorded in book #5  
N. S. pages 113 & 114, thence South 58 degrees 30 minutes East, 9.97  
chains to stake on East boundary line of Elias Hammond lot, thence  
South 31 degrees 30 minutes West, along East boundary line of Elias  
Hammond lot 2.48 chains, thence North 66 degrees West 10.04 chains,  
thence North 30 degrees 15 minutes East to place of beginning, con-  
taining three acres more or less all in Section 3 Township 1 South  
of Range 2 East.

Also, Beginning at Northeast corner Elias Hammond lot according to  
plat & survey by Jno. Peoples, a county surveyor, dated October 29,  
1850, thence North 59 degrees West 10.03 chains to stake on East  
side public road, thence South 27 degrees 45 minutes West 4.81 chains  
to corner Annie D. Hastie lot, heretofore bought of grantor, thence  
South 58 degrees thirty minutes East, 6.33 chains, thence South 31  
degrees 30 minutes West 6.33 chains, thence North 58 degrees 30 min-  
utes West 6.33 chains to stake on East side public road, thence South  
31 degrees 30 minutes West 3.17 chains, thence South 58 degrees 30  
minutes East 9.97 chains to stake on East boundary line of Elias  
Hammond lot, thence North 31 degrees East 13.63 chains to place of  
beginning, containing 9.63 acres, being a fractional part of N. E.  
Quarter of N. E. Quarter of Section 3. Township 1 South Range 2 East,  
also fractional part of Sec. 34, Township 1 North Range 2 East.

Reserving therefrom one and eighty-one hundredths acres, in Section  
3, Township One South of Range Two East, heretofore mortgaged to  
Baldwin County Bank on the 11th day of February, 1915, and recorded  
in Record Book 15 of Mortgages, pages 476-477 in the office of the  
Probate Judge of Baldwin County, Alabama.-----  
warranted free from all incumbrance and against any adverse claims.

TO HAVE AND TO HOLD, The above granted premises unto the  
said-----Baldwin County Bank---its-----heirs and assigns forever.  
And for the purpose of further securing the payment of said note we  
do hereby agree to pay all the taxes and assessments when imposed  
legally upon said premises, and should -----we-----make default in



payment of same, said-----Baldwin County Bank-----may at its option pay off the same; and to further secure the said indebtedness first above named---we-----agree to keep said property insured for at least -----Three Thousand-----Dollars, loss, if any, payable to said--Baldwin County Bank-----as its interest may appear, and if we fail to keep said property insured as above specified, then the said ----Baldwin County Bank-----may at its option insure said property for said sum for ---its own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by Baldwin County Bank-----shall become a debt to -----Baldwin County Bank-----additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said---Baldwin County Bank-----and be due and payable at the maturity of debt.-----

UPON CONDITION, HOWEVER, That if the said J. H. Hastie and Annie D. Hastie----pay said note----and reimburse said---Baldwin County Bank-----for any amount it may have expended as taxes and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said---Baldwin County Bank-----or should said note---or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Baldwin County Bank---- or its--assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness shall at once become due and payable and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said---Baldwin County Bank----- agent or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving --15---day's notice, by publication once a week, for two consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published at-----Bay Minette-----in said County and State, to sell the same in front of the Court House door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale; First to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; Third, to the payment of said note---in full whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale, and Fourth, the balance, if any, to be turned over to the said-----J. H. Hastie-----And we further agree, that said-----Baldwin County Bank----- agent or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and---we---further agree to pay a reasonable attorney's fee to said ----Baldwin County Bank----or its assigns, for the foreclosure of this mortgage in chancery. Should same be foreclosed said fee to be a part of the debt hereby secured.

Witness our hands and seals this --20th--day of ---July---A.D.,1925.

WITNESS:

Annie D. Hastie-----{Seal}  
 J. H. Hastie-----{Seal}

The State of Alabama, )  
 Baldwin County. ) I, ---Mrs. N. B. Carroll---a Notary Public--in and for said County in said State, hereby certify that J. H. Hastie and Annie D. Hastie, his wife, whose names are---signed to the foregoing conveyance, and who--are---known to me, acknowledged before me on this day that being informed of the contents of this conveyance-----they----executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this --20--day of July A.D.,1925.

Notary's )  
Seal.

Mrs. N. B. Carroll  
Notary Public, Baldwin Co. Ala.

The State of Alabama, )  
Baldwin County. ) I, --Mrs. N. B. Carroll, a---Notary  
Public---in and for said County, in said State, hereby certify  
that on the 20 day of --July---1925, came before me the within  
named---Annie D. Hastie-----known to me (or made known to me) to  
be the wife of the within named---J. H. Hastie-----, who, being  
examined separate and apart from the husband touching her signature  
to the within conveyance acknowledged that she signed the same of  
her own free will and accord and without fear, constraint, or  
threats on the part of her husband.

In witness whereof, I hereunto set my hand and official  
seal, this---20---day of ----July---A. D., 1925.

Mrs. N. B. Carroll  
Notary Public, Baldwin Co. Ala.

(Notary's Seal)

EXHIBIT "C"

RENEWAL NOTE

\$2250.00

Bay Minette---Ala., Jany 2nd 1932---

On Feby 1st-----after date----we-----promise to pay to the order of  
Baldwin Co Bank

Twenty two hundred fifty no/100-----Dollars

Payable at---Baldwin Co Bank-----Alabama.

The parties to this instrument do hereby waive the benefit of all laws exempting personal property from levy and sale, and further agree to pay ten per cent of the principal and interest as Attorney's fees in the event the same is not paid at maturity and is put in the hands of Attorneys for collection. And we, and all endorsers hereof hereby declare and contract with the payee and holder hereof that there is no contract or understanding made or had by us or either of us with the payee or any other person which in any manner limits or affects our liability on this paper.

The payee of this note is authorized to apply, on or after maturity, to the payment of this note any funds in this Bank belonging to the maker, surety, endorsers, guarantor or any one of them. Protest and notice of protest is hereby expressly waived on this note by all endorsers.

This note is given not as payment, but as additional and collateral security to a certain note and mortgage dated 20th day of July 1925,---and is in no wise to impair the validity of said mortgage, or to decrease the amount due upon the note secured thereby.

Value Received.

\_\_\_\_\_  
Mrs. J. H. Hastie

\_\_\_\_\_  
J. H. Hastie