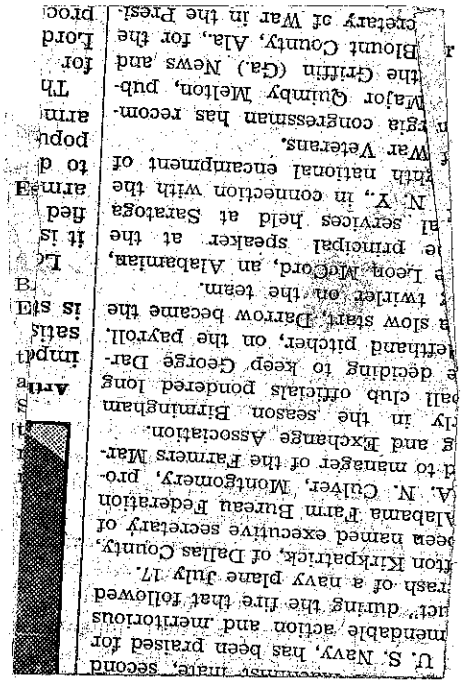
Published Every Thursday

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION $2.00 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION



BAY MINETTE, ALA.

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

James H. Faulkner, being duly sworn, deposes and says that he is the ~~PUBLISHER~~ Editor of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of Mortgage Redeemers Notice of the estate of Wilmer F. Smith, Vernon F. Smith, Dorothy Mae Smith and P. J. Smith, Mortgagors

Was published in said Newspaper for 4 consecutive weeks in the following issues:

Date of first publication September 10 Vol. 47 No. 32

Date of second publication " 17 Vol. 47 No. 33

Date of third publication " 24 Vol. 47 No. 34

Date of fourth publication October 1 Vol. 47 No. 35

Subscribed and sworn before the undersigned this 5th day of October 1936.

Mary Lou Fortenberry
Notary Public,
Baldwin Co. Ala.

James H. Faulkner
Publisher
Editor

MRS. LENA MAY SMITH, as Guardian of Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, Minors, and Individually,	IN THE CIRCUIT COURT-IN EQUITY
-vs-	STATE OF ALABAMA
WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, Minors.	BALDWIN COUNTY.

Now comes the Complainant in the aforesaid cause, and propounds to Mrs. Lena May Smith, who is a resident citizen of Utica, Mississippi, and who is a material witness for the Complainant, the following Interrogatories:-

1st. Please state your name, age and residence? Are you the mother of Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith? Are you their Guardian? If so, please attach a copy of your Letters to these Interrogatories, marking the same Exhibit "X". Are they all under the age of twenty-one years? If so, please give their ages and residence. Do they live with you?

2nd. Are you the widow of the late R. T. Smith, Deceased? Was he a resident of this state on the 12th day of September, 1930? Was he sometimes known as Thomas Smith? When did the said R. T. Smith die? Was he the father of Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, Minors? At the time of R. T. Smith's death how much land did he die seized and possessed of? Was the following property all of the lands that he died seized and possessed of, viz:-

> Farm No. 10, being the Northwest Quarter of Southeast Quarter of Section 25, Township 7 South of Range 3 East of St. Stephen's Meridian, containing in all forty acres, more or less.

At the time of R. T. Smith's death were you and he living on the aforesaid lands as your homestead; in Baldwin County, Alabama? At the time of his death what was the value of the aforesaid lands? Did it exceed in value $2,000.00?

3rd. Prior to the death of R. T. Smith, did he and one Susan Smith become indebted to the Federal Land Bank of New

Orleans? Did they execute a Mortgage on the aforesaid lands to secure said indebtedness? Did you join your husband, R. T. Smith, in the execution of said Mortgage? What relation did the said Susan Smith bear towards R. T. Smith? Is she living or dead? Was the said Susan Smith interested in the aforesaid lands? If so, what interest did she hold in the same? Prior to the death of the said R. T. Smith did Susan Smith convey her interest in said land by Deed to R. T. Smith? If she did, have you the Deed in your possession? If so, please attach the same to your Answer to these Interrogatories, marking the same Exhibit "A", and ask that it be taken as a part of your testimony. Did R. T. Smith or Susan Smith or anyone else pay off the Mortgage indebtedness to the Federal Land Bank of New Orleans which was secured by the lands heretofore mentioned? After the death of the said R. T. Smith were you or your children able to keep up the payments of the installments due on the Mortgage to the Federal Land Bank of New Orleans? Was a default made in its payment, and did the Federal Land Bank of New Orleans on or about the 19th day of May, 1936, as it had a right to do, proceed to foreclose its said Mortgage upon said aforesaid lands under the powers contained therein? Were said lands sold by said Federal Land Bank of New Orleans at public outcry in pursuance of the terms of its said Mortgage in Bay Minette, on or about the 19th day of May, 1936? At said sale did the Federal Land Bank of New Orleans become the purchaser of said land, and now hold the title to the same subject to your and the aforesaid minors' rights to redeem the same within two years from the date of said Foreclosure Sale?

4th. How much money is necessary for you or your children to have to redeem said lands sold by said Federal Land Bank of New Orleans under its said Mortgage? Would it take about the sum of One Thousand Dollars to redeem said lands from said Bank from said Mortgage Foreclosure? Are you able to raise this money? Are the aforesaid minors able to raise this money? Have you any estate of any kind? If so, to what extent? Have the aforesaid

minors an estate of any kind? If so, what is the extent of the same? Are you and your children in necessitous and destitute circumstances? Do you know of any way that you or the aforesaid minors could secure the money to redeem said property sold by said Federal Land Bank of New Orleans under its said Mortgage except through the agreement that you have with J. O. Jackson of Birmingham, Alabama, who offers to pay the sum of $1600.00 to you and the aforesaid minors for a conveyance of said property to him by you and the aforesaid minors? Do you think it would be best for all parties concerned; that is, you and the aforesaid minors, to obtain from J. O. Jackson the sum of $1600.00, out of which is to be used a sufficient amount to redeem said lands from said Bank, and to then convey all the right and title that you and the aforesaid minors have in said property to the said J. O. Jackson? If this plan is not carried out; that is, to convey to said Jackson the aforesaid lands for $1600.00, out of which you can salvage for you and the aforesaid minors the difference between $1600.00 and the amount necessary to redeem said property, then will you or the aforesaid minors be able to obtain anything out of the aforesaid lands? If this is not done will said lands be entirely lost to you and the aforesaid minors, and, if so, why?

Hybarta Chason
Solicitors for Complainant.

Complainant suggests Hon. M. N. Williams of Raymond, Mississippi, as being a suitable person to act as Commissioner in taking the deposition of Mrs. Lena May Smith in answer to the foregoing Interrogatories.

Hybarta Chason
Solicitors for Complainant.

WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, Minors,	)	IN THE CIRCUIT COURT-IN EQUITY
	)	STATE OF ALABAMA
	)	BALDWIN COUNTY.
ESTATE OF.	)	No. 255.
MRS. LENA MAY SMITH, GUARDIAN.	)	

In this cause it appearing from the Affidavit of Complainant's Solicitor, John Chason, that the above named minors are over the age of fourteen years, except P. J. Smith, who is under the age of fourteen years, and it further appearing that no person has been nominated to act as Guardian Ad Litem for said infant defendants, and H. M. Hall, Esq., having filed his consent in writing to act as such Guardian Ad Litem upon the hearing of said cause, and he being a fit and suitable person;

It is now, therefore, ordered that H. M. Hall, Esq., be, and he is hereby, appointed as Guardian Ad Litem for, and to represent the interest of, the said infants in this cause.

Dated this 7 day of November, 1936.

R S Duck
Register.

MRS. LENA MAY SMITH, as Guardian of Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith, and P. J. Smith, Minors, and Individually,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
VS.	)	IN EQUITY.
WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, Minors.	)	

CROSS-INTERROGATORIES PROPOUNDED TO MRS. LENA MAY SMITH, BY H. M. HALL, AS GUARDIAN AD LITEM FOR WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH AND P. J. SMITH, MINORS:

1. Please state whether or not the land involved in this suit is in cultivation, and if so, how many acres.

2. Please state whether or not all or any part of the land is under fence, and if so, the condition of the fences.

3. Please state whether or not there are any buildings on the property, and if so, the condition thereof.

4. About what would be the estimated expenses of repairing the fences and buildings and other improvements?

5. Please state whether or not this property is located on a highway, and if so, what highway.

6. How far is it to the nearest town, church and school?

7. Please state the nature of the soil, that is, is it high or low.

8. Please state whether or not in your judgment it is to the best interest of the minors that the property be sold.

H M Hall.
Guardian ad Litem.

COMMISSION TO TAKE DEPOSITIONS.

Moore Printing Co., Bay Minette, Ala.

The State of Alabama,
Baldwin County

CIRCUIT COURT

To Mo M N Williams. Atty at Law. Raymond Miss.

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine Mrs Lena May Smith.

as witnesses in behalf of Complainant. in a cause pending in our Circuit Court of Baldwin County, of said State, wherein Mrs Lena May Smith as Guardian.

Complainant

and ~~Wilmer F Smith et. al.~~

Defendant,

on oath to be by you administered, upon ~~Her.~~

to take and certify the deposition... of the witness.... and return the same to our Court, with all convenient speed, under your hand.

Witness 14th day of November. 19 36

R L Deck

REGISTER

COMMISSIONER'S FEE, $

WITNESS' FEES, $

COMMISSION TO TAKE DEPOSITIONS.

Moore Printing Co., Bay Minette, Ala.

The State of Alabama,
Baldwin County

CIRCUIT COURT

To Mary F. Green

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine W. W. Faulk and W. R. Allen

as witnesses in behalf of Complainant in a cause pending in our Circuit Court of Baldwin County, of said State, wherein ~~Mrs. Lena May Smith, as Guardian,~~

is Complainant

and Wilmer F. Smith, et al, Minors, are

Defendant,

on oath to be by you administered, upon them to take and certify the deposition... of the witness~~es~~ and return the same to our Court, with all convenient speed, under your hand.

Witness this 14th day of Nov 1936

R. S. Duck
REGISTER

COMMISSIONER'S FEE, $

WITNESS' FEES, $

WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, Minors,	)	IN THE CIRCUIT COURT-IN EQUITY
	)	STATE OF ALABAMA
ESTATE OF.	)	BALDWIN COUNTY.
MRS. LENA MAY SMITH, GUARDIAN.	)	No. 255.

Before me, Robert S. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, appeared John Chason, as one of the Solicitors for Lena May Smith in the above styled cause, who being duly sworn says:- That the above named minors are over the age of fourteen years, except P. J. Smith, who is under the age of fourteen years, and that said minors have a Guardian, but that the interest of the Guardian may be adverse to that of said minors.

John Chason

Sworn to and subscribed before me, this 9 day of Nov., 1936.

R S Duck
Register.

SUMMONS—ORIGINAL

MOORE PRINTING CO., BAY MINETTE, ALA.

The State of Alabama, Baldwin County } Circuit Court of Baldwin County, In Equity

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, minors,

of Utica, Miss. ~~County~~, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Mrs. Lena May Smith, Guardian,

against said ~~Wilmer F. Smith, et al,~~

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, Robert S. Duck, Register of said Circuit Court, this 4th day of Sept. 1936

R. S. Duck Register

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, Minors,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.
ESTATE OF.	)	

It having been made to appear from the Original Complaint filed in the above cause by Hybart & Chason, as Solicitors for Mrs. Lena May Smith, that the above named minors are non-residents of the State of Alabama, residing at Utica, Mississippi;

NOTICE IS HEREBY GIVEN to Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, Minors, that on the 4th day of September, 1936, Mrs. Lena May Smith, as Guardian of said Minors, filed in the Circuit Court of Baldwin County, Alabama, Equity Side, her Bill of Complaint, praying that she, for herself and as such Guardian, be allowed to redeem the Northwest Quarter of Southeast Quarter (NW¼ of SE¼) of Section 25, Township 7 South of Range 3 East in Baldwin County, Alabama, from a Mortgage Foreclosure Sale, as set out in said Bill of Complaint, and that she, as such Guardian, be granted authority to sell said lands as set out in said Bill of Complaint. You are hereby notified to plead, answer or demur to said Bill of Complaint within thirty days from October 10th, 1936.

Witness my hand this 4d day of September, 1936.

R L Dees
As Register of the Circuit Court of Baldwin County, Alabama.

HYBART & CHASON,
Solicitors for Complainant.

MRS LENA MAE SMITH, as Guardian of Wilmer F.Smith, Vernon T. Smith, Dorothy Mae Smith and P. J.Smith, Minors, and Individual ly,	)	IN THE CIRCUIT COURT-INEQUITY
-vs-	)	STATE OF ALABAMA
	)	BALDWIN COUNTY.
WILMER E.SMITH, VERNON T.SMITH. DOROTHY MAE SMITH and P.J. SMITH, Minors.	)	

ANSWER TO DIRECT INTERROGATORIES.

Comes Mrs Lena Mae Smith, an adult residence of Utica, Mississippi, who by me being duly sworn, makes answer to the interrogatories as follows;

ONE. Mrs Lena Mae Smith, age 48, Utica, Mississippi. I am the mother of Wilmer F.Smith, Vernon T.Smith, Dorathy Mae Smith and P.J.Smith. I am their Guardian. The ages of said children are as follows, Wilmer F. Smith age 20, Vernon T.Smith age 18, Dorothy Mae Smith 16, P.J.Smith age 13. Wilmer F.Smith & P.J.Smith live with me. Dorothy Mae Smith lives near me route 1, Utica, Miss. Vernon T.Smith is in the U.S.Navy, Norfork, Va.

SECOND. Yes. Yes. Yes. September 12, 1930. Yes. 40 acres. Yes. Yes. We were living on farm number 10 being the NW¼ SE¼ Sec. 25, Township 7 South, Range 3 East, of St Stephens,Meridian, in Baldwin County, Alabama. Value of the land did not exceed $2000.00.

THIRD. Yes. Yes. Yes. She was his mother. She died April of 1924. Yes. Do not know her interest. I do not know. I do not. No. Kept them up for three years then made default. The Federal Land Bank Mortgage was foreclosed in May of 1936. I do not know.

FOURTH. About $1000.00. No. No. No. No. We are not destitute but are in bad finances circumstancialy. If the deal with J.O.Jackson, of Birmingham, Alabama, for the purchase of said land at $1600.00 is not consumated, this will mean that the said minors and myself will absolutely lose the said property because of the fact that we have no money and are unable to redeem the said land for ourselves and are unable to interest any onther person in the purchase of said land.

ANSWER TO CROSS INTERROGATORIES.

ONE. 35 acres, in cultivation.

Second. All under fence,condition of fence is not very good.

THIRD. Dwelling and barn on the land, [redacted], dwelling un-

finished and in fair condition, barn in good condition.

FOURTH. From $500.00 to $700.00.

FIFTH. Two and one half miles from Bay Minette- Foley highway on county road.

SIXTH. Nearest Town Church and School at Foley, 2¼ miles from said land.

SEVENTH. Not considered high are low but level land.

EIGHTH. Yes. If the property is not sold it will be a total loss, as the said minors, have no money with which to redeem it.

Mrs. Lena Mae Smith Guardian of Wilmer F.Smith, Vernon T.Smith, Dorothy Mae Smith, and P.J.Smith,minors, and INdividually.

STATE OF MISSISSIPPI)
)
COUNTY OF HINDS)

I, M.Ney Williams, of Raymond Mississippi, a duly appointed Commissioner of the Circuit Court of Baldwin County Alabama in that certain cause styled MRS.LENA MAY SMITH,AS GUARDIAN OF WILMER F.SMITH,VERNON T.SMITH,DOROTHY MAE SMITH AND P.J. SMITH,MINORS,AND INDIVIDUALLY, VS. WILMER F.SMITH,VERNON T. SMITH,DOROTHY MAE SMITH AND P.J.SMITH,MINORS, No. _____ on the Docket of said Court do certify that on this date, November 17,1936, that Mrs.Lena May Smith of Utica Mississippi personally appeared before me, in my office at Raymond Mississippi, and after being duly sworn, answered the Interrogatories and the Cross Interrogatories propounded herein,and that her said answers were reduced to writing, and that she signed the same as her act. I certify that the above and foregoing are the true answers of Mrs.Lena May Smith to the interrogatories and cross interrogatories propounded as aforesaid.

This November 17th.1936.

M. Ney Williams

LETTERS OF GUARDIANSHIP. (Box 196) TUCKER PRINTING HOUSE JACKSON MISS

THE STATE OF MISSISSIPPI
County of Copiah } Sct. By the Chancery Court of Said County.

Be it Remembered, *That at* Vacation term *of the Chancery Court of* Copiah *County, begun and held at the Courthouse thereof, in the town of* Hazlehurst *on the* *Monday in* *in the year of our Lord, One Thousand Nine Hundred and* Thirty-six

having entered into bond with sufficient security, as directed by law, Mrs. Lena May Smith *was* *appointed Guardian* *of the person* *and estate, real and personal, of* Wilmer Smith, Vernon T.Smith, Dorothy May Smith and P.J.Smith

minor child ren *of* R.T.Smith, *deceased.*

And the said Mrs. Lena May Smith

is *hereby authorized and required faithfully to execute* her *office and trust as Guardian of aforesaid; to deliver into the office of the Clerk of the Court aforesaid, within three months from the date hereof, an inventory, on oath, of all the estate, real and personal, of the said minors; also annually, or whenever thereunto required by lawful authority, to render a just and true account of* her *Guardianship, and to do and perform whatsoever of* her, *as Guardian* *aforesaid, shall be required by the statutes which now are, or hereafter may be, made and provided in this behalf.*

Witness the Hon. V.J.STRICKER

Chancellor of the FIFTH *District,*

this 5th *day of* August, A. D. 1936

and the seal of said Court hereunto affixed.

H.T.FUNCHESS, *Clerk.*

BESS THOMPSON, *D. C*

Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith, and P. J. Smith, Minors, Mrs. Lena Mae Smith, as Guardian of the aforesaid Minors.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

IN EQUITY.

This cause coming on to be heard on the Petition of Mrs. Lena Mae Smith, as guardian of the aforesaid minors, and upon the testimony as noted by the Register. And it appearing to the Court that Mrs. Lena Mae Smith is the widow of R. T. Smith, who was sometimes known as Thomas Smith, deceased, and that the said R. T. Smith died in Baldwin County, Alabama, on the 12th day of September, 1930, seized and possessed of the following described real estate, situated in said County, to-wit:

Farm Number 10, being Northwest Quarter of Southeast Quarter, Section 25, Township 7, Range 3, East, St. Stephens' Meridian, containing in all 40 acres, more or less,

and which constituted the homestead of the said R. T. Smith, and on which he was residing at the time of his death; and it further appearing to the Court that said real estate was the only real estate owned by the said R. T. Smith at the time of his death, and that said real estate did not exceed in value the sum of TWO THOUSAND ($2,000.00) DOLLARS, nor in area one hundred sixty acres of land.

And it further appearing to the Court that the said Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, minors, are the children of the said R. T. Smith, deceased and Mrs. Lena Mae Smith. And it further appearing to the Court that prior to the death of the said R. T. Smith that he became indebted to The Federal Land Bank of New Orleans. And it further appearing to the Court that the said R. T. Smith and one, Susan Smith being indebted to The Federal Land Bank of New Orleans, that the said R. T. Smith and his wife, Lena Mae Smith, and the said Susan Smith, executed a mortgage on the aforesaid lands to secure said mortgage indebtedness, and that the

sale by her individually and as guardian of said minors, that she can savage or save for their use and benefit out of said property the difference between SIXTEEN HUNDRED ($1600.00) DOLLARS and ONE THOUSAND ($1,000.00) DOLLARS, the amount necessary to redeem, all of which is understood by the Court -

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the said Lena Mae Smith, individually, and as guardian of said minors, be and she is authorized to proceed to redeem said property from The Federal Land Bank of New Orleans under its foreclosure sale and to sell said lands to J. O. Jackson for the sum of SIXTEEN HUNDRED ($1600.00) DOLLARS and the execute her said deed to the said J. O. Jackson in and to said property individually and as guardian of said minors, conveying to the said J. O. Jackson all the right, title, interest or claim that will be vested in the said Lena Mae Smith, Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith in and to the foregoing lands by virtue of said redemption, and to make to the aforesaid J. O. Jackson appropriate deed as Guardian of the aforesaid minors and individually, conveying to him their respective interest in said property upon the payment of the aforesaid SIXTEEN HUNDRED ($1600.00) DOLLARS to her, out of which sum of SIXTEEN HUNDRED ($1600.00) DOLLARS Petitioner is also to pay the cost of these proceedings.

Done at Monroeville, Alabama, this ____ day of December, 1936.

_____
Judge of the Twenty-First Judicial Circuit of Alabama, sitting in Equity.

MRS. LENA MAY SMITH, as Guardian of Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, Minors, and Individually,	)	IN THE CIRCUIT COURT-IN EQUITY
-vs-	)	STATE OF ALABAMA
	)	BALDWIN COUNTY.
WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, minors.	)	

Comes H. M. Hall, as Guardian Ad Litem for the above named minors, and denies the allegations contained in the Bill of Complaint filed in this cause, and demands strict proof of the same.

H. M. Hall
As Guardian Ad Litem of said Minors.

Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith, and P. J. Smith, Minors, Mrs. Lena Mae Smith, as Guardian of the aforesaid Minors.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

This cause coming on to be heard on the Petition of Mrs. Lena Mae Smith, as guardian of the aforesaid minors, and upon the testimony as noted by the Register. And it appearing to the Court that Mrs. Lena Mae Smith is the widow of R. T. Smith, who was sometimes known as Thomas Smith, deceased, and that the said R. T. Smith died in Baldwin County, Alabama, on the 12th day of September, 1930, seized and possessed of the following described real estate, situated in said County, to-wit:

> Farm Number 10, being Northwest Quarter of Southeast Quarter, Section 25, Township 7, Range 3, East, St. Stephens' Meridian, containing in all 40 acres, more or less,

and which constituted the homestead of the said R. T. Smith, and on which he was residing at the time of his death; and it further appearing to the Court that said real estate was the only real estate owned by the said R. T. Smith at the time of his death, and that said real estate did not exceed in value the sum of TWO THOUSAND ($2,000.00) DOLLARS, nor in area one hundred sixty acres of land.

And it further appearing to the Court that the said Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, minors, are the children of the said R. T. Smith, deceased and Mrs. Lena Mae Smith. And it further appearing to the Court that prior to the death of the said R. T. Smith that he became indebted to The Federal Land Bank of New Orleans. And it further appearing to the Court that the said R. T. Smith and one, Susan Smith being indebted to The Federal Land Bank of New Orleans, that the said R. T. Smith and his wife, Lena Mae Smith, and the said Susan Smith, executed a mortgage on the aforesaid lands to secure said mortgage indebtedness, and that the

said Susan Smith thereafter, and prior to the death of the said R. T. Smith, sold and conveyed her undivided interest in said property to the said R. T. Smith, and at the time of the said R. T. Smith's death he was seized and possessed of the aforesaid property, subject to said mortgage to said The Federal Land Bank of New Orleans.

And it further appearing to the Court that after the death of the said R. T. Smith that default was made in the payment of said mortgage, and that on the 19th day of May, 1936, The Federal Land Bank of New Orleans proceeded to foreclose its said mortgage under the powers contained therein and that said lands were sold at public outcry in pursuance to its terms in Bay Minette, on said 19th day of May, 1936, and at said sale The Federal Land Bank of New Orleans became the purchaser of said lands, and now holds the title to the same subject to the right of the said Lena Mae Smith and her aforesaid minor children to redeem the same within two years from the date of said foreclosure sale.

And it further appearing to the Court that the said Lena Mae Smith, individually and as guardian of the aforesaid minors, together with said minors are without funds and with no possibility of obtaining them from any property that they own other than in the manner and form as hereinafter mentioned, to redeem said property under their right of redemption.

And it further appearing to the Court that the sum of ONE THOUSAND ($1,000.00) DOLLARS is necessary for the purposes of said redemption; and it further appearing to the Court that J. O. Jackson of Birmingham, Alabama, is willing to buy said property from the said Lena Mae Smith, individually, and as guardian of the aforesaid minors and from the aforesaid minors, at and for the sum of SIXTEEN HUNDRED ($1600.00) DOLLARS; if the said guardian is authorized to sell and convey said property to the said J. O. Jackson at and for the sum of SIXTEEN HUNDRED ($1600.00) DOLLARS, she can obtain the necessary money to redeem said property for herself and her said minor children ~~from The Federal Land Bank of New Orleans, and that by virtue of said~~

sale by her individually and as guardian of said minors, that she can savage or save for their use and benefit out of said property the difference between SIXTEEN HUNDRED ($1600.00) DOLLARS and ONE THOUSAND ($1,000.00) DOLLARS, the amount necessary to redeem. And it further appearing to the Court from the evidence that said property does not exceed in value SIXTEEN HUNDRED ($1600.00) DOLLARS, all of which is understood by the Court -

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the said Lena Mae Smith, individually, and as guardian of said minors, be and she is authorized to proceed to redeem said property from The Federal Land Bank of New Orleans under its foreclosure sale and to sell said lands to J. O. Jackson for the sum of SIXTEEN HUNDRED ($1600.00) DOLLARS and to execute her said deed to the said J. O. Jackson in and to said property individually and as guardian of said minors, conveying to the said J. O. Jackson all the right, title, interest or claim that will be vested in the said Lena Mae Smith, Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith in and to the foregoing lands by virtue of said redemption, and to make to the aforesaid J. O. Jackson appropriate deed as guardian of the aforesaid minors and individually, conveying to him their respective interest in said property upon the payment of the aforesaid sum of SIXTEEN HUNDRED DOLLARS ($1600.00) to her, out of which sum of SIXTEEN HUNDRED ($1600.00) DOLLARS petitioner is also to pay the cost of these proceedings.

Done at Monroeville, Alabama, this 2nd day of December, 1936.

F. W. Hare

Judge of the Twenty-First
Judicial Circuit of Alabama,
Sitting in Equity.

ORAL EXAMINTAION

I, Mary F. Green as ~~Register and~~ Commissioner hereby certify that the foregoing depositions on Oral Examination was taken down in writing by me in the words of the witness es and read over to they and they signed the same in the presence of myself and John Chason at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness es or had proof made before me of the identity of said witness es; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 19th day of November 19 36.

Mary F. Green (L. S.)

No. _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

COMPLAINANT

vs.

RESPONDENT

ORAL DEPOSITION

Filed December 19, 1936

R. L. Duke, Register.

RECORDED IN

Record

Vol. _____ Page _____

_____, Register

WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, Minors,	)	IN THE CIRCUIT COURT-IN EQUITY
	)	STATE OF ALABAMA
ESTATE OF.	)	BALDWIN COUNTY.
MRS. LENA MAY SMITH, GUARDIAN.	)	No. 255.

CONSENT TO ACT AS GUARDIAN AD LITEM IN THE ABOVE STYLED CAUSE.

I, H. M. Hall, hereby consent to act as Guardian Ad Litem for Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, Minors, upon the hearing of the above styled cause.

Witness my hand this 9 day of November, 1936.

H M Hall

WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH, and P. J. SMITH, Minors,	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
ESTATE OF.	IN EQUITY.

TO HON. F. W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT OF ALABAMA:-

Comes your Oratrix, Mrs. Lona May Smith, as Guardian of the aforesaid minors, and shows unto your Honor as follows:-

FIRST:

That she has been duly appointed as Guardian of the aforesaid minor's Estate.

SECOND:

That said minors' ages are as follows:- Wilmer F. Smith, 20 years of age; Vernon T. Smith, 18 years of age; Dorothy Mae Smith, 16 years of age and P. J. Smith, 15 years of age.

THIRD:

Your Oratrix further shows unto your Honor that she is the wife of R. T. Smith, sometimes known as Thomas Smith, Deceased, who died in the County of Baldwin, State of Alabama, on the 18th day of September, 1930, seized and possessed of the following described real estate situated in Baldwin County, Alabama, which constituted their homestead, and on which they were residing at the time of his death, and which is described as follows:-

> Farm Number 10, being Northwest Quarter of South-east Quarter of Section 25, Township 7 South, Range 3 East, St. Stephens' Meridian, containing in all 40 acres, more or less.

Your Oratrix further shows unto your Honor that said real estate was the only real estate owned by the said R. Thomas Smith at the time of his death, and that said real estate did not exceed in value the sum of $2,000.00, nor in area 160 acres.

FOURTH:

Your Oratrix further shows unto your Honor that prior to the death of the said R. Thomas Smith that he and one Susan Smith, being indebted to the Federal Land Bank of New Orleans, your Oratrix joined the said R. Thomas Smith and the said Susan Smith in the execution of a Mortgage, a copy of which is hereto attached,

conveying to it as security for said mortgage indebtedness the foregoing described property, said Mortgage being recorded in Mortgage Book 19, page 83, of the Probate Records of Baldwin County, Alabama. Your Oratrix further shows unto your Honor that after the execution of this Mortgage the said Susan Smith conveyed her undivided one-half interest in said property to the said R. Thomas Smith, by Deed filed for record in the Probate Office of Baldwin County, Alabama, recorded in Deed Book 34 N. S., page 392, and at the time of the death of the said R. Thomas Smith, he had title to said property. Your Oratrix further shows unto your Honor that, after the death of the said R. Thomas Smith, she and said children, the minors heretofore mentioned, were unable to keep up the payment of the installments due on said Mortgage, and defaulted in its payment, and that, on the 19th day of May, 1936, the Federal Land Bank of New Orleans, as it had a right to do, proceeded to foreclose said Mortgage under the powers contained therein, and said lands were sold at public outcry in pursuance to its terms, in Ray Minette, Alabama, on the 19th day of May, 1936, and at said sale the Federal Land Bank of New Orleans became the purchaser of said lands and now holds the title to the same, subject to the rights of your Oratrix and her minor children to redeem the same within two years from the date of said Foreclosure Sale.

FIFTH:

Your Oratrix further shows unto your Honor that there is due the Federal Land Bank of New Orleans on said Mortgage the sum of about One Thousand Dollars, or, in other words, it will take about One Thousand Dollars to redeem said lands from the Federal Land Bank of New Orleans. Your Oratrix further shows unto your Honor that she is in destitute and necessitous circumstances, and that she has no money of her own to redeem said property, nor have her wards any property or estate or moneys which could be used in the redemption of said property, and their circumstances are such that there is no expectancy of being able to obtain a sufficient amount of money to redeem said property from the Federal Land Bank of New Orleans, so that they can acquire and hold the same fortheir common use and benefit.

Your Oratrix further shows unto your Honor that J. O. Jackson, of Birmingham, Alabama, is willing to buy said property from her and her minor children, all of whom are mentioned herein, said children being the only children and heirs of the said R. Thomas Smith, and that the said J. O. Jackson is willing and stands ready to pay her the sum of Sixteen Hundred Dollars ($1600.00), out of which moneys she can redeem said property for the benefit of herself and her said minor children, and salvage for their use and benefit the difference between Sixteen Hundred Dollars and One Thousand Dollars, the amount necessary to redeem, all of which would be of great benefit to her and her said minor children at this time; that to obtain this money from the said Jackson it will be necessary for her to convey said property to the said Jackson individually and as Guardian of the aforesaid minors, or, in other words, convey her interest in the same and the interest of the said minors in and to said property, and that if she is not permitted to do this by your Honor that it will mean that the title to this property will become finally and entirely vested in the Federal Land Bank of New Orleans or its assigns at the end of the redemption period, and there is no way open for her to redeem the same or for said minors to redeem the same, unless it can be done in the manner and form as herein set out. Your Oratrix further shows unto your Honor that at the present time said minors are residing in Utica, Mississippi, with your Oratrix.

PRAYER FOR PROCESS.

To the end that equity may be had in the premises, your Oratrix prays that your Honor will cause the usual Writ of Process to issue to Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, minors, and that they have due notice of this proceedings by a Summons, together with a copy of this Bill, sent to them by registered mail, postage prepaid, marked "For Delivery to Addressee only", and Return Receipt requested, and that they also have notice of these proceedings by publication in some newspaper published in Baldwin County, Alabama, making them parties

Defendant to this Bill of Complaint, and requiring them to plead, answer or demur to the same within the time as required by law, and that your Honor will also appoint some suitable person to act as the Guardian Ad Litem to represent said minors on the hearing of this proceedings.

PRAYER FOR RELIEF.

THE PREMISES CONSIDERED, your Oratrix prays that on a final hearing of this cause that your Honor will decree that your Oratrix, individually and as Guardian of the aforesaid minors, be authorized to sell and convey the aforesaid property to J. O. Jackson at and for the sum of Sixteen Hundred Dollars ($1600.00), after redeeming the same from the Federal Land Bank of New Orleans, and that your Oratrix, as such Guardian, be authorized to convey, in accordance with this prayer, all of the right, title and interest of the aforesaid minors in and to the aforesaid property to the aforesaid J. O. Jackson, at and for the consideration herein mentioned. Your Oratrix prays for such other, further, different and general relief as in equity may seem just and meet, and your Oratrix will ever pray.

Hybart & Mason

FOOT NOTE:-

Defendants are required to answer paragraphs 1 to 5, inclusive, of the foregoing Bill of Complaint, but answer under oath is hereby expressly waived.

Hybart & Mason

THE STATE OF ALABAMA,

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That Whereas, We, R. T. Smith and Susan Smith, a Widow, are jointly and severally indebted to the Federal Land Bank of New Orleans in the sum of Eight Hundred and No/100 Dollars, which indebtedness, with the interest accruing thereon, is re-payable in 35 fixed annual installments, according to amortization tables adopted by the Federal Farm Loan Board, the terms of which are hereby agreed to. The first installment is for $52 and no/100 Dollars, and each subsequent annual installment is for the sum of Fifty-two & No/100 Dollars, except the last one, which is for the sum of Fifty-one and no/100 Dollars. The first thereof being due on the 1st day of December 1919 January next and one on the same date of each year thereafter until all are paid. Said indebtedness so repayable is evidenced by a Note of even date for said principal sum, which, with interest thereon at the rate of 5½ per centum per annum included, is repayable in the amounts and at the times as aforesaid at the Office of the Federal Land Bank of New Orleans in the City of New Orleans, Louisiana.

Now, in order to secure the prompt payment of the indebtedness hereby secured and the performance of the covenants and agreements herein made, and all obligations herein assumed, we, the said R. T. Smith and wife, Lena May Smith, a Widow, hereinafter called the Grantors, whether one or more, for and in consideration of the premises, and the sum of Five Dollars to us this day in hand paid by the said the Federal Land Bank of New Orleans, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said the Federal Land Bank of New Orleans, its successors and assigns, the following described real estate lying and being situated in the County of Baldwin, in the State of Alabama, to-wit:-

> Farm Number Ten (10), being Northwest Quarter (NW¼) of Southeast Quarter (SE¼) of Section Twenty-five (25), Township Seven (7) South, Range Three (3) East, St. Stephens' Meridian, containing in all forty acres, more or less.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said the Federal Land Bank of New Orleans, its successors and assigns.

And Grantors do covenant with the said the Federal Land Bank of New Orleans, hereinafter called Mortgagee, its successors and assigns, that Grantors are lawfully seized in fee of the aforegranted premises; that they are free from all encumbrances; that Grantors have a good right to sell and convey the same to the said Mortgagee, its successors and assigns, and that Grantors will warrant and defend the said premises to the said Mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons.

But this conveyance is made upon the following conditions, nevertheless, that is to say:-

1. Grantors will promptly pay when due each one of said fixed annual installments and all other lawful debts and charges hereby secured.

2. Grantors will, during the term of this Mortgage, duly assess said real estate for taxation at the time prescribed by law, and will pay before they become delinquent all taxes, liens, judgments or assessments, lawfully levied against said real estate, and will furnish by January 1st in each year to said Mortgagee or to the holder of the indebtedness hereby secured, the

tax or other receipts showing such payment, and will keep the buildings and other insurable improvements now or hereafter erected on said premises insured against loss or damage by fire or windstorm in such sum as may be reasonably required by the Mortgagee, but not exceeding the amount of the indebtedness hereby secured, such insurance to be in responsible insurance companies approved or designated by said Mortgagee, with loss payable to Mortgagee as its interest may appear, and to deliver said policies of insurance to the said Mortgagee, and that grantors will promptly pay when due all premiums for any such insurance. Should any loss by fire or windstorm occur to such insured improvements, the said Mortgagee is hereby appointed Attorney in Fact for Grantors to make proof of loss if Grantors fail to do so, and to receipt for any sum so due from any Insurance Company, which said sums so receipted for may at the option of the Mortgagee be applied as payment on the indebtedness hereby secured, or may be used under the direction of said Mortgagee for constructing or rebuilding improvements on the lands hereby conveyed.

3. Grantors will take good care of said real estate and will not commit waste or allow waste to be committed on same, but will cause the same to be worked and cultivated in a proper and farmer-like manner at all times and that they will not cut nor remove any timber or improvements from said land except such as may be needed by Grantors ordinary farm purposes, and further, will keep the houses, fences, ditches and other improvements on said land in good condition and repair at all times.

4. Grantors further agree to expend the whole of the loan hereby secured for the purposes specified in the original application.

5. Any installment, payment or other indebtedness hereby secured, unpaid when due, shall thereafter bear interest at the rate of 8% per annum.

Now, if said Grantors shall pay when due every installment of the indebtedness hereby secured, and shall faithfully and promptly keep and perform each and every one of the covenants and agreements herein made and the obligations hereby assumed, then this instrument shall become null and void, but otherwise in full force and effect. If the Grantors fail to pay any such indebtedness when due, or fail faithfully and promptly to keep and perform any one of such covenants, obligations and agreements, then the Mortgagee, its successors and assigns, may, at its option, and its option only, declare the indebtedness hereby secured, together with the interest thereon, to be immediately due and payable, in which event the said Mortgagee, its successors and assigns, agents or Attorneys, are hereby authorized and empowered to sell the said property hereby conveyed, at auction, for cash, at the Courthouse door of said County wherein said property lies, first having given notice thereof for three weeks by publication once a week in any newspaper then published in said County, and execute proper conveyance to the purchaser; and out of the proceeds of said sale they shall first pay all expenses incident thereto, together with a reasonable Attorney's fee, then retain enough to pay said indebtedness and interest thereon, together with any other debt incurred or secured under the provision of this instrument, and the balance, if any, pay over to grantors.

In the event of such sale the said Mortgagee, its successors and assigns, agents and attorneys are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance, and the purchaser or person making the sale is hereby empowered and directed to make and execute a Deed to the purchaser in grantor's name.

And it is also agreed that in case the Mortgagee herein, its successors and assigns, or Attorneys, see fit to foreclose this

Mortgage in a Court having jurisdiction thereof, then grantors will pay a reasonable Attorney's fee therefor, which fee shall be and constitute a part of the debt hereby secured.

Each grantor further specially waives all homestead and other exemptions which such grantor has, or to which such grantor may be entitled under the Constitution and Laws of Alabama, or of any other State, in regard to the collection of the above debt.

And it is further understood that should the grantors fail to pay as hereinabove stipulated all taxes, assessments, liens or judgments, or insure the property and pay the premiums therefor, then the Mortgagee, its successors and assigns, may pay any such unpaid taxes, assessments, liens or judgments, and insure said improvements, pay the premiums therefor, and without notice, at its option, declare the whole debt secured by this Mortbabe to be due and payable, and proceed to foreclose at once. All taxes, assessments, liens or judgments and insurance premiums paid by the Mortgagee, and all necessary expenses incurred by Mortgagee in connection therewith, shall constitute a part of the debt secured by this Mortgage and become immediately due and payable to the Mortgagee.

In case any grantor should become insolvent or apply to a Bankruptcy Court to be adjudicated a voluntary bankrupt, or proceedings be instituted against any grantor to put any such grantor in voluntary bankruptcy, or should any proceedings be taken against any grantor looking to the appointment of a receiver, assignee or trustee, that then, in any such case, the whole indebtedness hereby secured, may, at the option of the said Mortgagee, be declared due and payable.

At any payment date after five years from date of execution hereof the said grantors, their heirs or assigns, may pay off the indebtedness hereby secured, either in whole or in part, but if in part only, then it must be in the sum of Twenty-five Dollars or multiples thereof. Such partial payments shall not reduce the amounts of the installments thereafter due, as fixed herein, but will be held to satisfy the loan at an earlier date by reducing the percentage of subsequent payments applicable to interest and increasing the percentage applicable to principal.

All the rights and protective conditions herein conferred upon said Mortgagee shall inure to the benefit of its successors and assigns and to the owner or holder of the indebtedness hereby secured.

IN TESTIMONY WHEREOF, the said grantors have hereunto set our hands and affixed our seals this the 1st day of December, A. D., 1918.

R. T. SMITH (L.S.)
LENA MAY SMITH (L.S.)
SUSAN SMITH (L.S.)

THE STATE OF ALABAMA,

BALDWIN COUNTY.

I, P. J. Cooney, a Notary Public in and for said State and County, hereby certify that R. T. Smith and wife, Lena May Smith and Susan Smith, a Widow, whose names are signed to the foregoing mortgage, and who are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand this 6th day of December, 1918.

P. J. Cooney,
Notary Public for Baldwin County, Ala.

My Commission expires June 29th, 1922. (SEAL)

THE STATE OF ALABAMA,

BALDWIN COUNTY.

I, P. J. Cooney, a Notary Public in and for said County and State, do hereby certify that on the 6th day of December, 1918, came before me the within named Lena May Smith, known to me to be the wife of the within named R. T. Smith, who being examined separate and apart from the husband touching her signature to the within mortgage, 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 this 6th day of December, A. D., 1918.

P. J. Cooney,
Notary Public for Baldwin County, Alabama.

My Commission expires
June 29th, 1922.

I hereby certify that the within Mortgage was filed for record in my office on the 7th day of December, 1918, at 2:30 o'clock P. M., and duly recorded in Book No. 19 of Mortgages on page 83 et seq. and examined.

Witness my hand this 14th day of December, 1918.

Jas. M. Voltz, Judge of Probate.

In consideration of the Federal Land Bank of New Orleans making to the Grantor in the within Mortgage the loan thereby secured, the Magnolia National Farm Loan Association of Foley, Alabama, as provided by Section 11 of the Federal Farm Loan Act, does hereby endorse and become liable for the payment of the indebtedness secured by this Mortgage; the grantor therein being a shareholder in said association.

IN WITNESS WHEREOF, the said Magnolia National Farm Loan Association of Foley, Alabama, has caused this endorsement to be executed for it and in its name by the President, attested by its Secretary.

THE MAGNOLIA NATIONAL FARM LOAN
ASSOCIATION OF FOLEY, ALABAMA,
By C. F. Erskine, as its President.

Attest: U. G. Morris,
As its Secretary-Treasurer."

The State of Alabama
Baldwin County

Circuit Court of Baldwin County, Alabama,
(In Equity)

MRS. LENA MAY SMITH, as Guardian of Wilmer F. Smith et al, minors, and Individually, COMPLAINANT

VS.

WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, Minors. RESPONDENT

I, Mary F. Green,

as ~~Register and~~ Commissioner

have called and caused to come before me W. W. Faulk and W. R. Allen

witness es named in the requirement for Oral Examination, on the 19th day of November 1936, at the office of Hybart & Chason

in Bay Minette, Alabama, and having first sworn said witness es to speak the truth, the whole truth, and nothing but the truth, the said W. W. Faulk and W. R. Allen doth depose and say as follows:

TESTIMONY OF W. W. FAULK.

DIRECT EXAMINATION BY HON. C. L. HYBART, ONE OF THE SOLICITORS FOR COMPLAINANT.

Q: Your name, please sir?

A: W. W. Faulk.

Q: How old are you?

A: 49.

Q: Where do you live?

A: Foley, Alabama.

Q: Are you acquainted with the lands that are involved in this suit, that is, Farm No. 10, being NW¼ of SE¼ of Sec. 25, Township 7 South of Range 3 East of St. Stephen's Meridian, containing in all forty acres, more or less?

A: Well, I don't know the land by numbers.

Q: This is the land that Mr. R. T. Smith died on, I believe?

A: Yes sir. I live on that place.

Q: How long have you lived in that community?

A: In that community? Since 1932.

Q: You've known of lands being bought and sold there, haven't you?

A: Yes sir.

Q: Now in your opinion what would be the reasonable market value for this land?

A: Well, anything like $1300.00 to $1500.00.

CROSS EXAMINATION BY HON. HUBERT HALL, AS GUARDIAN AD LITEM FOR WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, MINORS.

Q: Mr. Faulk, how far is this from Foley?

A: It's about 2½ miles, 2 1/4 or 2½.

Q: Is it on the public road?

A: Yes sir.

Q: What road?

A: What they call the Sunset Road, on the road to Magnolia Springs.

Q: It is on the direct highway from Foley to Magnolia Springs?

A: Yes sir.

Q: What type of land is this, Mr. Faulk?

A: It is a sandy type of soil. All of the farm land is covered with nut grass except about 10 acres.

Q: Is it low?

A: No sir, it isn't.

Q: Is it a good grade of soil?

A: Fair. Fair sandy soil.

Q: How many acres in cultivation?

A: I should judge about 28.

Q: What kind of fences have you?

A: Not much, fence is all down.

Q: What kind of house?

A: A frame building.

Q: What condition is it in?

A: Very poor.

Q: Would it be necessary in order to make it liveable that money be expended on it? To make it liveable how much would you have to spend on the house?

A: It needs a new roof, new sills--

Q: In your judgment what would it cost, just roughly?

A: $700.00 or $800.00.

Q: What would it cost to make repairs on the fence?

A: New fence all the way around.

Q: Mile of fence?

A: Well, there is a party line fence goes on the East side. I suppose just half of that, the other fellow would fix his half.

W W Tauck

Mileage: 40 miles each way -

TESTIMONY OF W. R. ALLEN.

DIRECT EXAMINATION BY HON. CL. HYBART, ONE OF THE SOLICITORS FOR COMPLAINANT.

Q: Your name, please sir?

A: W. R. Allen.

Q: Where do you live, Mr. Allen?

A: Foley.

Q: How old are you?

A: 36.

Q: Do you know the lands involved in this suit?

A: Yes sir.

Q: The lands that Mr. Thomas Smith lived and died on?

A: Yes sir.

Q: Were they the only lands that he owned down there?

A: I really couldn't say, the only ones I know of.

Q: Do you know of lands being bought and sold in that community?

A: Yes sir.

Q: How long have you lived in that community?

A: Five years.

Q: In your opinion what would be the reasonable market value of the lands involved in this suit?

A: I would say not over $1500.00.

Q: Not over $1500.00?

A: Yes sir.

Q: You've been on the place?

A: Yes sir.

Q: You know it?

A: Yes sir.

Q: And the conditions there?

A: Yes sir.

Q: Have those lands increased in value since the 12th day of September, 1930?

A: I shouldn't think so.

Q: That was the home place where Mr. Smith lived and died?

A: Yes sir.

Q: He lived there with his family?

A: Yes sir.

CROSS EXAMINATION BY HON. HUBERT HALL, AS GUARDIAN AD LITEM FOR WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH and P. J. SMITH, MINORS.

Q: Is that place well kept, or is it in a run down condition?

A: I would say in a run down condition.

Q: Has it been regularly farmed, that is, the land that's cleared?

A: Well, it was farmed the past year, and I couldn't say whether it has been farmed each year previous to that or not.

Q: Is it in a good state of cultivation?

A: Just fair.

Q: The buildings and fences, are they in good shape or in bad shape?

A: In bad shape.

Q: In need of repair?

A: Yes sir.

Q: What would you say it would cost to repair the buildings and the fences, roughly?

A: The buildings and fences together, I would say around $1000.00.

Q: That would place the value you have put on the land when the fences and houses were improved, at about $2500.00?

A: Yes.

H.K. Allen

Mileage: 40 Miles each way.

RECORDED
Duck
7-31

Filed November 12, 1936
R. L. Duck,
Register

ANSWER

Decree Duck

RECORDED
2-247

Filed December 10, 1936
Q. S. Duck
Register

Duck
RECORDED
7-31

CONSENT TO ACT AS GUARDIAN
AD LITEM.

WILMER F. SMITH, VERNON T. SMITH,
DOROTHY MAE SMITH and P. J. SMITH,

Minors,

ESTATE OF.

MRS. LENA MAY SMITH, GUARDIAN.

IN THE CIRCUIT COURT-IN EQUITY

STATE OF ALABAMA

BALDWIN COUNTY.

No. 255.

Filed November 9, 1936

Register.

MOORE PRINTING CO., BAY MINETTE, ALA.

8581. NOTE OF TESTIMONY

MRS. LENA MAY SMITH, as Guardian of Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, Minors, and Individually,

vs.

WILMER F. SMITH, VERNON T. SMITH, DOROTHY MAE SMITH AND P. J. SMITH, Minors.

THE STATE OF ALABAMA
Baldwin County

IN EQUITY
Circuit Court of Baldwin County

This cause is submitted in behalf of Complainant upon the original Bill of Complaint, Return Receipt Card showing service of Summons & Complaint on Defendants by Registered Mail; Affidavit of Publication of Baldwin Times showing service by publication; Commission to take Testimony of Mrs. Lena May Smith; Interrogatories propounded by Complainant to Mrs. Smith; Answer of Interrogatories; Certified Copy of Letters of Guardianship; Commission to take Testimony of W. W. Faulk and W. R. Allen; Testimony of W. W. Faulk and W. R. Allen,

and in behalf of Defendant upon Answer of H. M. Hall, as Guardian Ad Litem for above named minors.

R. S. Duck
Register.

PUBLISHED EVERY THURSDAY

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION $2.00 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION

R. B. VAIL
EDITOR AND PROPRIETOR

BAY MINETTE, ALA.

Estate of Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P.J. Smith, Minors.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY.

It having been made to appear from the original Complaint filed in the above cause by Hybart & Chason, as Solicitors for Mrs. Lena May Smith, that the above named minors are non-residents of the State of Alabama, residing at Utica, Mississippi;

NOTICE IS HEREBY GIVEN to Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, Minors, that on the 4th day of September, 1936, Mrs. Lena May Smith, as Guardian of said Minors, filed in the Circuit Court of Baldwin County, Alabama, Equity Side, her Bill of Complaint, praying that she, for herself and as such Guardian, be allowed to redeem the Northwest Quarter of Southeast Quarter (NW¼ of SE¼) of Section 25, Township 7 South of Range 3 East in Baldwin County, Alabama, from a Mortgage Foreclosure Sale, as set out in said Bill of Complaint, and that she, as such Guardian, be authority to sell said lands as set out in said Bill of Complaint. You are hereby notified to plead, answer or demur to said Bill of Complaint within thirty days from October 10th, 1936.

Witness my hand this 4th day of September, 1936.

ALFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

Jas. H. Faulkner being duly sworn, deposes and says that he is the ~~PUBLISHER~~ Editor of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette,, Baldwin County, Alabama; that the notice hereto attached of Estate of Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith.

Was published in said Newspaper for 4 consecutive weeks in the following

September 10, 1936	Vol. 47	No. 32	
" 17, 1936	Vol. 47	No. 33	
" 24, 1936	Vol. 47	No. 34	
October 1, 1936	Vol. 47	No. 35	

Date of fourth publication

Subscribed and sworn to before the undersigned this 2nd day of January 1937

Jas. H. Faulkner
Editor ~~Publisher~~

Mary Lou Terlemberry
Notary Public

CIRCUIT COURT, BALDWIN COUNTY, ALA.
IN EQUITY

No. 355 Thelma J. Smith Et al VS. PLAINTIFF

Estate of DEFENDANT

BILL OF COSTS

FEES OF REGISTER		Dollars	Cents
Filing each bill and other papers	$ 10	1	00
Issuing each subpoena	" 50	3	00
Issuing each copy thereof	" 40	1	60
Entering each return thereof	15		15
For each order of publication	1 00		
Issuing Writ of injunction	1 50	1	00
For each copy thereof	50		
Entering each return thereof	15		
Issuing Writ of Attachment	1 00		
Entering each return thereof	15		
Docketing each case	1 00	1	00
Entering each appearance	25		25
Issuing each decree pro confesso on per ser.	1 00		
Issuing each decree pro confesso on publica	1 00		
Each order appointing guardian	1 00	1	00
Any other order by Register	50		50
Issuing Commission to take testimony	50		50
Receiving and filing	10		10
Endorsing each package	10		10
Entering order submitting cause	50		50
Entering any other order of court	25		25
Noting all testimony	50		50
Abstract of cause, etc.	1 00		
Entering each decree	75		75
For every 100 words over 500	15		
Taking account, etc.	3 00		
Taking testimony, etc	15		
Each report, 500 words or less	2 50		
For every 100 words over 500	15		
Amount claimed less than $500, etc	2 00		
Issuing each subpoena	25		
Witness certificate, each	25		
Issuing execution, each	75		
Entering each return	15		
Taking and approving bond, each	1 00		
Making copy of bill, etc 1 copy	15	5	00
Each notice not otherwise provided for	50		50
Each certificate or affidavit, with seal	50		
Each certificate or affidavit, no seal	25		
Hearing and passing on application, etc.	3 00	17	80
Each settlement with Receiver, etc.	3 00		
Examing each voucher of Receiver, etc	10		
Examing each answer, etc.	3 00		
Recording resignation, etc	75		
Entering each certificate to SupremeCourt	50		
Taking questions and answers, etc	25		
For all other ser relating to such proceedings	1 00		
For services in proceeding to relieve minors, etc., same fee as in similar cases.			
Commission on sales, etc: 1st $100, 2 per cent: all over $100 and not exceeding $1,000, 1 1-2 per cent; all over $1,000, and not exceeding $20,000, 1 per ct; all over 20,000, 1-4 of 1 per cent.			
Sub Total Carried Forward			

Brought Forward		$17 80
For Receiving, keeping and paying out or distributing money, etc.: 1st $1,000, 1%, all over $1,000, and not over $5,000, 3-4 of 1%; all over $5,000 and not exceeding $10,000, 1-2 of 1%, all over $10,000 1-4 of 1%.		
Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.		
Each notice sent by mail to creditor	15	
Filing receipting for and docketing each claim, etc.	25	
For all entries on subpoena docket, etc.	50	
For all entries on commission docket, etc.	50	50
Making final record. per 100 words	15	13 20
Certified copy of decree	1 00	1 00
Report of divorce to State Health Office (Acts 1915)	50	
TOTAL FEES OF REGISTER		31 30
FEES OF SHERIFF		
Serving and returning subpoena on deft.	$1 50	
Serving and returning subpoena for witness	65	
Levying attachment	1 50	
Entering and returning same	25	
Selling property attached		
Impaneling Jury	75	
Executing Writ of possession	2 50	
Collecting execution for costs	1 50	
Serving and returning sci. fa., each	65	
Serving and returning notice	65	
Serving and returning writ of injunction	1 50	
Serving and returning writ of exeat	1 50	
Taking and approving bonds, each	75	
Collecting money on execution		
Making Deed	2 50	
Serving and returning application, etc.	1 00	
Serving attachment, contempt of court	1 50	
TOTAL FEES OF SHERIFF		
RECAPITULATION		
Register's Fees		31 30
Sheriff's Fees		10 00
Commissioner's Fees		
Solicitor's Fees		
Witness Fees		11 00
Guardian Ad Litem		10 00
Printer's Fees		11 59
Trial Tax	3 00	3 00
Recording Decree in Probate Court		
TOTAL		76 59

Received payment this _____ day of _____ 193____

_____ Register.

RECORDED
Duck
7-32

No. _____

The State of Alabama
BALDWIN COUNTY

IN EQUITY
Circuit Court of Baldwin County

_____

_____

_____

VS.

_____

_____

_____

NOTE OF TESTIMONY

Filed in Open Court this 28th

day of November 1936

R. S. Duck
REGISTER

MOORE PRINTING CO., BAY MINETTE, ALA.

Filed Jan. 2, 1937
R. S. Duck,
Register

Circuit Court, Baldwin County, Ala.
In Equity.

No _____

VS.

COST BILL

Paid _____, 193____

_____
Register.

MOORE PRINTING CO., BAY MINETTE, ALA.

76.59
11.29
10.00
3.00
31.30
11.00
10.00

BAY MINETTE, ALA.

September 28

Mr. R. S. Duck, Register of Circuit Court

THE BALDWIN TIMI

PUBLISHED IN THE LAND OF THE GOLDEN SAT

SUBSCRIPTION $1.50 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION

Smith's Estate Redeemer's Legal Notice

251 words@ 4½¢----------$11.29

NOTICE

Estate of Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P.J. Smith, Minors,

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

It having been made to appear from the original Complaint filed in the above cause by Hybart & Chason, as Solicitors for Mrs. Lena May Smith, that the above named minors are non-residents of the State of Alabama, residing at Utica, Mississippi;

NOTICE IS HEREBY GIVEN to Wilmer F. Smith, Vernon T. Smith, Dorothy Mae Smith and P. J. Smith, Minors, that on the 4th day of September, 1936, Mrs. Lena May Smith, as Guardian of said Minors, filed in the Circuit Court of Baldwin County, Alabama, Equity Side, her Bill of Complaint, praying that she, for herself and as such Guardian, be allowed to redeem the Northwest Quarter of Southeast Quarter (NW¼ of SE¼) of Section 25, Township 7 South of

BAY MINETTE, ALA

1-1-37

M Hon. R. S. Duck

THE BALDWIN TIMES

"Alabama's Best County's Best Newspaper"

Estate of Smith'

251 Words @ 4½¢ — $11.29

RECEIPT FOR REGISTERED ARTICLE No. [illegible]

15 fee paid. [illegible] class postage paid. 9-3, 1936
(Date)

Declared value, $ [illegible] Surcharge paid, $ [illegible]

From Edward L. Burch C.C.
(Sender)

Addressed to [illegible] (Street and number) [illegible] (Post office and State)
Marcus Ferris
(Addressee)
(Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee ____ Special delivery fee ____
Delivery restricted to addressee — in person ____ or order ____ Fee paid 10 Postmaster, per [illegible]

5—6869

BAY WINETTE ALA. SEP 9 1936 POSTMARK REGISTERED

RECEIPT FOR REGISTERED ARTICLE No. [illegible]

15 fee paid. [illegible] class postage paid. 9-3, 1936
(Date)

Declared value, $ [illegible] Surcharge paid, $ [illegible]

From Edward L. Burch C.C.
(Sender)

Addressed to [illegible] (Street and number) [illegible] (Post office and State)
Marcus Ferris
(Addressee)
(Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee ____ Special delivery fee ____
Delivery restricted to addressee — in person ____ or order ____ Fee paid 10 Postmaster, per [illegible]

5—6869

BAY WINETTE ALA. SEP 9 1936 POSTMARK REGISTERED

RECEIPT FOR REGISTERED ARTICLE No. 150

15 fee paid. [illegible] class postage paid. 9-3, 1936
(Date)

Declared value, $ [illegible] Surcharge paid, $ [illegible]

From Edward L. Burch
(Sender)

Addressed to [illegible] (Street and number) [illegible] (Post office and State)
Marcus Ferris
(Addressee)
(Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee ____ Special delivery fee ____
Delivery restricted to addressee — in person ____ or order ____ Fee paid 10 Postmaster, per [illegible]

BAY WINETTE ALA. SEP 9 1936 POSTMARK REGISTERED

Post Office Department
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE $300

REGISTERED ARTICLE
No. 149

INSURED PARCEL
No.

POSTMASTER: NAME OF OFFICE
SEP 6 1936

Return to Robt S Duckley
(NAME OF SENDER)
[Street and Number, or Post Office Box]
Post Office at Bay Minette, Ala.
State

Rev. 3-24 C5—6116

Post Office Department
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE

REGISTERED ARTICLE
No. 148

INSURED PARCEL
No.

POSTMASTER: NAME OF OFFICE
SEP 6 1936

Return to Robt S Duckley
(NAME OF SENDER)
[Street and Number, or Post Office Box]
Post Office at Bay Minette, Ala.

Rev. 3-24

Post Office Department
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE

REGISTERED ARTICLE
No. 151

INSURED PARCEL
No.

Return to Robt S Duckley
(NAME OF SENDER)
[Street and Number, or Post Office Box]
Post Office at Bay Minette
State

Rev. 3-24 C5—6116

Post Office Department
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE

REGISTERED ARTICLE
No. 15

INSURED PARCEL
No.

SEP 1 PM 1936

Return to Robt S Duckley
(NAME OF SENDER)
[Street and Number, or Post Office Box]
Post Office

Post Office Department
OFFICIAL BUSINESS
REGISTERED ARTICLE
No. 149
INSURED PARCEL
No.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE $300

POSTMARK OR DELIVERING OFFICE
SEP 6 P 1936

Return to Robert S. Duckberg + Olein L.
Street and Number or Post Office Box
NAME OF SENDER
Post Office at Bay Minette, Ala.
State

Rev. 3-24 OC—0110

Post Office Department
OFFICIAL BUSINESS
REGISTERED ARTICLE
No. 148
INSURED PARCEL
No.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE $300

POSTMARK OR DELIVERING OFFICE
SEP 6 P 1936

Return to Robert S. Duckberg
Street and Number or Post Office Box
NAME OF SENDER
Post Office at Bay Minette, Ala.
State

Rev. 3-24 OC—0110

Post Office Department
OFFICIAL BUSINESS
REGISTERED ARTICLE
No. 15
INSURED PARCEL
No.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE $300

POSTMARK OR DELIVERING OFFICE
BUY U.S. SAVINGS BONDS ASK YOUR POSTMASTER

Return to Robert S. Duckberg
Street and Number or Post Office Box
NAME OF SENDER
Post Office at Bay Minette, Ala.
State

Rev. 3-24 OC—0110

Post Office Department
OFFICIAL BUSINESS
REGISTERED ARTICLE
No. 151
INSURED PARCEL
No.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE $300

POSTMARK OR DELIVERING OFFICE
SEP 6 P 1936

Return to Robert S. Duckberg
Street and Number or Post Office Box
NAME OF SENDER
Post Office at Bay Minette, Ala.
State

Rev. 3-24 OC—0110

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

(Signature or name of addressee)

(Signature of addressee's agent)

Date of delivery _____, 19____

Form 3811 — U. S. GOVERNMENT PRINTING OFFICE — 5—6110

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

(Signature or name of addressee)

(Signature of addressee's agent)

Date of delivery Sept. 8, 1936

Form 3811 — U. S. GOVERNMENT PRINTING OFFICE — 5—6110

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

(Signature or name of addressee)

(Signature of addressee's agent)

Date of delivery 9-8-, 1936

Form 3811 — U. S. GOVERNMENT PRINTING OFFICE — 5—6110

RECEIPT FOR REGISTERED ARTICLE No. _____, 198

_____ fee paid. _____ class postage paid.

Declared value, $ _____ Surcharge paid, $ _____ (Date)

From _____ (Signature)

Addressed to _____ (Street and number) _____ (Post office and state)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee _____ (Street and number) _____ (Post office and state)

Delivery restricted to addressee { to person _____ or order _____ }

Delivery restricted to addressee { Fee paid _____ }

Special delivery fee _____

Postmaster, per _____

Delivery fee _____ 5—6890

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

(Signature or name of addressee)

(Signature of addressee's agent)

Date of delivery _____, 19____

Form 3811 — U. S. GOVERNMENT PRINTING OFFICE — 5—6110