

8
CERTIFICATE OF JUDGMENT

The State of Alabama, }
Baldwin County

Circuit Court, Spring Term, 19 35

State Bank of Alberta, a corporation,

PLAINTIFF.

Vs.

Adolph F. Gerhold,

DEFENDANT.

I, Robert S. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 12th day of April, 19 35,

a Judgment was rendered by said Court in the above stated cause, wherein

State Bank of Alberta, a corporation,

was Plaintiff and Adolph F. Gerhold,

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

Three Hundred Twelve and 35/100 DOLLARS,

and for the sum of Twelve and 65/100 DOLLARS,

the costs in said suit and that

BESSE & HALL

are the Attorneys of record for the Plaintiff

in said cause. I further certify that there is a waiver of exemption as to
personal property under the Constitution and Laws of Alabama.

Witness my hand this 23rd day of May, 19 35

Robert S. Duck
Clerk, Circuit Court, Baldwin County, Alabama.

NO. 8

Gerhold

CERTIFICATE OF JUDGMENT

State Bank of Alberta,

, Plaintiff

Vs.

Adolph F. Gerhold

, Defendant

STATE OF ALABAMA.

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon ADOLPH F. GERHOLD to appear within thirty (30) days from the service of this Writ in the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of STATE BANK OF ELBERTA, a corporation.

Witness my hand this the 25th day of November, 1933.

Wm. A. Stone
Clerk.

STATE BANK OF ELBERTA,
a corporation,
Plaintiff,

vs.

ADOLPH F. GERHOLD,
Defendant.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA. AT LAW.

The plaintiff claims of the defendant the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00), balance due by promissory note made by him on the 30th day of November, 1932, and payable thirty (30) days after date, with interest thereon from October 23, 1933.

The plaintiff alleges that in and by said note the defendant waived all right to exemption under the Constitution and laws of the State of Alabama as to personal property and agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee.

The plaintiff claims of the defendant the further and additional sum of FIFTY DOLLARS (\$50.00) as a reasonable attorney's fee.

Beebe & Hall
Attorneys for Plaintiff.

RECORDED

Executed Nov. 28 1933
by serving copy of within Summons and
Complaint on

Sheriff

By Deputy Sheriff

Executed November 28th 1933
serving copy of within Summons and
Complaint on

Adolph F. Gerhold
Defendant

Sheriff

By M. H. Williams Deputy Sheriff

STATE BANK OF ELBERTA,
a corporation,
Plaintiff,

vs.

ADOLPH F. GERHOLD,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW.

SUMMONS AND COMPLAINT.

Filed November 25, 1933.

M. A. Stone
Clerk.

STATE BANK OF ELBERTA,
a Corporation,

Plaintiff,

VS.

ADOLPH F. GERHOLD,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

DEMURRER.

Comes the Defendant in the above entitled cause and
for Demurrer to the Complaint and each and every count thereof, sep-
arately and severally says:

1. It does not state a cause of action.

J. B. Blackburn
Attorney for Defendant.

Defendant demands a trial of
said cause by jury.

J. B. Blackburn
Attorney for Defendant.

NO. 8
civil
Jury
DEMURRER.

STATE BANK OF ELBERTA,
a Corporation,
Plaintiff,

VS.

ADOLPH F. GERHOLD,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

Filed on this the 27th day of
December, 1933.

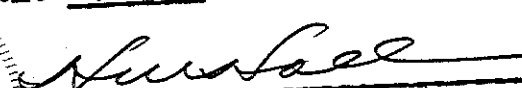
W. A. Stone
clerk

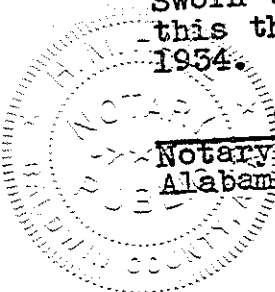
Copy to Beebe & Hall
12/27/33

STATE OF ALABAMA
BALDWIN COUNTY.

Before me, the undersigned authority in and for
said State and County, personally appeared Alfred M. Neumann,
who is known to me and who, having been by me first duly sworn,
deposes and says that he is the cashier of the State Bank of
Elberta; that he has read over and understands answers to the
interrogatories heretofore propounded by the Defendant in the
case of State Bank of Elberta, a corporation, vs. Adolf F.
Gerholt; that the answers hereto attached are true, full and
correct, to the best of his knowledge, information and belief.

Sworn to and subscribed before me
this the 16 day of October,
1934.


Notary Public, Baldwin County,
Alabama.



Elberta, Ala.
Aug. 25th. 1934.

ANSWERS TO QUESTIONS IN INTERROGATORY ADOLPH F. GERHOLD MATTER

1. Note copy attached hereto as requested, showing endorsements of principal and interest. Balance of principal \$231.45 and interest from 10-23-33. Copy of Adolph F. Gerhold order dated 6-13-33. We have copies of various letters sent to Mr. Gerhold showing bad standing of his obligation due us. Also certain other records showing payment by Mr. Gerhold of interest and principal amounts on his obligation. Also record showing payment of \$4.00 for punching lock from safety deposit box. Also records showing payment to Alfred M. Neumann for various trips made to Gulf Shore Inn to see Mr. Gerhold with reference to his obligation which Mr. Gerhold always made necessary by reason of his failure to attend to his obligation.
2. Description of collateral attached to note.
- a. Stock certificate #CO 1989 of Transformer Corporation of America dated Nov. 16th. 1929 for 25 shares common stock. (On hand, no value, cannot find market for same)
 - b. Stock certificate #CO 1990 of Transformer Corporation of America dated Nov. 16th. 1929 for f shares common stock. (On hand, no value, cannot find market for same).
 - c. \$1,000.00 The Tamarack Apartments 7% 1st. mtg. G/B due 8-1-32 #39 with no coupons attached.
 - d. The Webstre Lincoln Business Block 7% 1st. mtg. G/B due 11-1-33 #38 with 5-1-31 and subsequent coupons attached. \$500.00.
 - e. \$500.00 Chatelaine Tower Apartments 6 1/4% Real Estate 1st. mtg. G/B due 3-15-37 No. 1366 with 9-15-32 and subsequent coupons attached.
 - f. \$500.00 Pine Lake Apartments 6 1/2% 1st. mtg. r. e. G/B due 11-5-33 with 5-5-31 and subsequent coupons attached. #55.
 - g. \$500.00 Briarlake Apartments 6 1/2% 1st. mtg. Real Estate G/B due 6-15-34 #224 with 6-15-33 and subsequent coupons attached.
 - h. \$500.00 Ellis Gables Apartments 6 1/2% 1st. mtg. Real Estate G/B due 2-20-31 #4 with no coupons attached.
 - i. \$500.00 Logan Square Apartments 7% 1st. mtg. G/B due 2-1-33 No. 51 with 2-1-33 coupon attached.
 - j. \$500.00 Realty Investors Trust Receipt for Custer Apartments bond for \$500.00., endorsed by Adolph F. Gerhold.
3. Bonds sold by the Plaintiff since November 30th. 1932 collateralized with this bank:

2-3-34	(e) \$500.00 Chatelaine Tower Apartments bond @16 flat.	\$80.00
	Less sales cost \$1.45 (com) and .80 cents postage.	2.25
		<u>77.75</u>
		\$77.75.
Applied as credit on principal of note 2-3-34		
2-16-34.	(f) \$500.00 Pine Lake Apartments bond @11 flat.	\$55.00
	(g) \$500.00 Briarlake Apts. bond @11 flat.	55.00
	(h) \$500.00 Ellis Gables Apts. bond @11 flat.	55.00
	(i) \$500.00 Logan Square Apts. bond @12 flat.	60.00
		<u>225.00</u>
		6.20
		<u>\$118.80</u>

Less Commission paid to selling agent \$5.20 and postage \$1.00
Applied as credit on principal of note 2-16-34.

Elberta, Ala.
Aug. 25th. 1934.

ANSWERS TO QUESTIONS IN INTERROGATORY ADOLPH F. GERHOLD MATTER.

1. Note copy attached hereto as requested, showing endorsements of principal and interest. Balance of principal \$231.45 and interest from 10-23-33. Copy of Adolph F. Gerhold order dated 6-13-33. We have copies of various letters sent to Mr. Gerhold showing bad standing of his obligation due us. Also certain other records showing payment by Mr. Gerhold of interest and principal amounts on his obligation. Also record showing payment of \$4.00 for punching lock from safety deposit box. Also records showing payment to Alfred M. Neumann for various trips made to Gulf Shore Inn to see Mr. Gerhold with reference to his obligation which Mr. Gerhold always made necessary by reason of his failure to attend to his obligation.

2. Description of collateral attached to note.

- a Stock certificate #CO 1989 of Transformer Corporation of America dated Nov. 16th. 1929 for 25 shares common stock. (On hand, no value, cannot find market for same)
- b Stock certificate #CO 1990 of Transformer Corporation of America dated Nov. 16th. 1929 for f shares common stock. (On hand, no value, cannot find market for same).
- c \$1,000.00 The Tamarack Apartments 7% 1st. mtg. G/B due 8-1-32 #39 with no coupons attached.
- d The Webstre Lincoln Business Block 7% 1st. mtg. G/B due 11-1-33 #38 with 5-1-31 and subsequent coupons attached. \$500.00.
- e \$500.00 Chatelaine Tower Apartments 6 1/2% Real Estate 1st. mtg. G/B due 3-15-37 No. 1366 with 9-15-32 and subsequent coupons attached.
- f \$500.00 Pine Lake Apartments 6 1/2% 1st. mtg. r.e. G/B due 11-5-33 with 5-5-31 and subsequent coupons attached. #55.
- g. \$500.00 Briarlake Apartments 6 1/2% 1st. mtg. Real Estate G/B due 6-15-34 #224 with 6-15-33 and subsequent coupons attached.
- h. \$500.00 Ellis Gables Apartments 6 1/2% 1st. mtg. Real Estate G/B due 2-20-31 #4 with no coupons attached.
- i. \$500.00 Logan Square Apartments 7% 1st. mtg. G/B due 2-1-33 No. 51 with 2-1-33 coupon attached.
- j. \$500.00 Realty Investors Trust Receipt for Custer Apartments bond for \$500.00., endorsed by Adolph F. Gerhold.

3. Bonds sold by the Plaintiff since November 30th. 1932 collateralized with this bank:

2-3-34

~~xxx~~ (e) \$500.00 Chatelaine Tower Apartments bond @15 flat. \$80.00
Less sales cost \$1.45 (com) and .80 cents postage. 2.25

77.75
\$77.75.

Applied as credit on principal of note 2-3-34

2-16-34.

(f) \$500.00 Pine Lake Apartments bond @11 flat.	\$55.00
(g) \$500.00 Briarlake Apts. bond @11 flat.	55.00
(h) \$500.00 Ellis Gables Apts. bond @11 flat.	55.00
(i) \$500.00 Logan Square Apts. bond @12 flat.	60.00
	<hr/> 225.00

Less Commission paid to selling agent \$5.20 and postage \$1.00 6.20
Applied as credit on principal of note 2-16-34. \$118.80

ANSWERS TO QUESTIONS IN INTERROGATORY ADOLPH F. GERHOLD MATTER.

QUESTION #3. CONTINUED (Bonds sold since 11-30-32.)

7-26-34.

(c) \$1,000.00 Tamarack Apartments bond @10 $\frac{1}{2}$ flat.	\$105.00
Commission paid \$2.50 and postage and tax.50	<u>3.00-</u>
Applied as credit on principal of note 7-26-34-----	\$102.00

All the above bonds sold through the Continental Illinois National Bank and Trust Co. Chicago, Ill. (Special Service Division) at usual rates of commission and without any charge for attorney fees. We obtained the best market available, and with-held sale of the bonds until 2-16-34 it is noted in order to give defendant an opportunity to make good and pending an anticipated improvement in the market..

(a), (b), on hand at this bank, absolutely no value.

(c), and (j) at Continental Illinois National Bank and Trust Co. Chicago, Ill. No market for (c) available at more than 8. No market for (j) available at 10. We are offering both of these at ten cents on the dollar and cannot find a purchaser.

4. All the bonds held by us were collateralized by Adolph Gerhold, some at the time the loan was made, the balance by special agreement, when the bank threatened suit if additional security was not furnished. Even after the additional security was furnished, Mr. Gerhold's dilatory tactics persisted. We can prove through other sources that Mr. Gerhold knew of the practically minus value of the securities pledged by him. In addition this information was regularly furnished Mr. Gerhold as a part of the service furnished by this bank.

5. Said copy attached. in #1.

Bal. \$231.45)

\$5.00

Elberta

ALABAMA,

June 1st. 1932.

Sixty Days

after date, without grace, I promise to pay to the

order of State Bank of Elberta, Ala.

Six Hundred eighty five

dollars

for value received, with interest at 8 per cent per annum from maturity until paid.

Payable at the STATE BANK OF ELBERTA in Elberta, Ala.

The parties to this instrument, whether maker, endorser, surety or guarantor each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof all right to exemption under the constitution and laws of Alabama, or any other state, 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 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.

No. 4024

Adolph F. Gerhold.

Due 8-1-32

There has been deposited and pledged as collateral security for the payment of the above and foregoing note, the following property, to-wit: One (1) Tamarack Apartments First Mortgage Gold Bond 7% #39 for \$1,000.00 due Aug. 1st. 1932 payable at Baer, Eisendrath and Co. Chicago, Ill. Stock Certificate Transformer Corp. of America #CO-1990 for five shares and #CO for 25 shares same company.

and full power is hereby granted to sell, assign or deliver the whole or any part thereof, at public or private sale, at the option of the owner or holder of this note or their assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time or times thereafter, without advertisement, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities, discharged from any right of redemption or liability for conversion.

Attest Alfred M. Neumann.

Adolph F. Gerhold.

Henry W. Gebert.

MENT ON INTEREST

8-1932	\$ 9.07	to	10-1-1932	2
10-7-1932	\$ 4.50	to	10-31-1932	2
11-2-1932	\$ 4.50	to	11-30-1932	2
12-3-1932	\$ 4.50	to	12-30-1932	2
1-6-1933	\$ 4.47	to	1-29-1933	3
2-4-1933	\$ 4.44	to	2-28-1933	3

ENDORSEMENT ON INTEREST

3-31-1933	\$ 4.50	to	3-30-1933	3
4-14-1933	\$ 4.44	to	4-29-1933	3
5-13-1933	\$ 4.44	to	5-29-1933	3
6-13-1933	\$ 8.50	to	7-25-1933	3
8-2-1933	\$ 8.74	to	9-23-1933	3
9-25-1933	\$ 4.20	to	10-23-1933	3

ENDORSEMENT ON PRINCIPAL

8-8-1932	\$ 10.00			
1-6-1933	\$ 5.00			
2-4-1933	\$ 5.00			
8-2-1933	\$ 10.00			
9-23-1933	\$ 25.00			
2-3-1934	\$ 77.75			

BALANCE DUE ON PRINCIPAL

	\$ 675.00
	\$ 670.00
	\$ 665.00
	\$ 655.00
	\$ 630.00
	\$ 552.25

ENDORSEMENT ON PRINCIPAL

2-16-1934	\$ 218.80			
10-21-1934				
7-26-1934	\$ 102.00			

BALANCE DUE ON PRINCIPAL

	\$ 333.45
	\$
	\$ 231.45
	\$
	\$
	\$
	\$

Elberta, Ala.
6-13-33

State Bank of Elberta
Elberta, Ala.

You are hereby authorized to punch lock from my safety deposit box for the purpose of getting new lock and keys therefor. You are also authorized to retain not exceeding \$3000.00 par value bonds as additional collateral for indebtedness due you.

Adolph F. Gerhold.

Attest.
Alfred M. Neumann.

✓
no 8 - jury

RECORDED

STATE BANK OF ELBERTA

VS

ADOLPH F. GERHOLD

ANSWERS TO INTERROGATORIES

Filed Oct 16th 1994
Mr. D. Strain

STATE BANK OF ELBERTA,
a Corporation,

Plaintiff,

VS.

ADOLPH F. GERHOLD,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

INTERROGATORIES TO BE PROPOUNDED TO THE
PLAINTIFF UNDER SECTION 7764 OF THE 1923 CODE OF
ALABAMA.

1. Attach to your answers hereto a true copy of the note sued on together with any and all other papers in possession of the Plaintiff having any bearing on this suit which purport to be signed by the Defendant.

2. Give a full and complete description of any collateral which was attached to the note.

3. Give a complete description of any and all bonds sold by the Plaintiff since November 30, 1932, which belong to the Defendant on in which he had any interest, and describe fully when and to whom these bonds were sold and the amounts received therefor, itemizing the amount received for each and every bond.

4. Where did you obtain the bonds sold?

5. If you obtained the bonds under and by virtue of any written agreement which purports to be signed by the Defendant, attach a copy thereof to your answers hereto.

J. B. Blackburn
Attorney for Defendant.

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. Blackburn, who, after being by me first duly and legally sworn, deposes and

says: That he is Attorney for the Defendant in the above entitled cause and that the answers to the foregoing interrogatories, if well and truly made, will be material testimony for the Defendant in said cause.

J. B. Blackburn

Sworn to and subscribed before me on
this the 16th day of August, 1934.

Ora Simon

Notary Public, Baldwin County, Alabama.

Wt hereby accept service of the
within Interrogatories this Aug 17th
1934.
Beche & Co
by Nussall

(4)

INTERROGATORIES TO BE PROPOUNDED
TO THE PLAINTIFF

RECORDED

STATE BANK OF ELBERTA, a Corpor-
ation,

Plaintiff,

VS.

ADOLPH F. GERHOLD,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

Filed on this the 16 day of Aug-
ust, 1934.

W. A. S. Nussall

W. A. S. Nussall

LAW OFFICES

J. B. BLACKBURN

RAY MINETTE, ALABAMA