

EXHIBIT "B".

(COPY)

STATE OF ALABAMA :
:
COUNTY OF BALDWIN :

SWIFT-HUNTER LUMBER COMPANY, a corporation files this statement in writing, verified by the oath of J. B. KIMBALL, it's Secretary, who has personal knowledge of the facts herein set forth;

That said SWIFT-HUNTER LUMBER COMPANY, a corporation, claims a lien upon the following property situated in Baldwin County, Alabama, to-wit:-

That certain lot or parcel of land together with the building and improvements thereon situated within the corporate limits of the Town of Robertsdale, described as follows:- Beginning at the Southeast corner of lot Twenty-seven (27) in the Third Addition to the town site of Robertsdale, a subdivision of the Northwest Quarter (NW¹) of Section 6, Township 6 South of Range 4 East, and running thence North along the East line of said lot Twenty-seven (27) two hundred feet (200 ft.); thence at right angles Westerly to a point on the West side of said lot Twenty-seven (27); thence two hundred feet (200 ft.) Southerly to the Southwest corner of lot Twenty-seven (27); thence Easterly along the South line of said lot Twenty-seven (27) three hundred and ninety-nine and one-half feet (399½) to the place of beginning; excepting therefrom of said lot Twenty-seven (27) as lies to the West of the East line of Alabama Street.

This lien is claimed separately and severally as to both the buildings and improvements thereon and the said land.

That said lien is claimed to secure an indebtedness of One hundred eighty-three dollars and forty-four cents (\$183.44) from to-wit: the 29th day of August 1936 to the 17th day of September 1936, for lumber furnished CAROLYN GRACE BREWTON by the said SWIFT-HUNTER LUMBER COMPANY, a corporation, in building, improving and beautifying a house and other improvements located on the premises described above.

The name of the owner or proprietor of the said property is CAROLYN GRACE BREWTON.

SWIFT-HUNTER LUMBER COMPANY,
a corporation

BY 

Secretary

STATE OF ALABAMA :
:
ESCAMBIA COUNTY :

Before me the undersigned authority in and for

the County of Escambia and State of Alabama personally appeared J. B. KIMBALL who being by me duly and legally sworn doth depose and says That he is the Secretary of the the said SWIFT-HUNTER KEEFER COMPANY a corporation; that he has personal knowledge of the facts set forth in the foregoing statement of lien and that the same is true and correct to the best of his knowledge and belief.

J. B. Kimball

Sworn to and subscribed before me this 1st day of March, 1937, by said affiant.

W. E. Coker
Notary Public

SWIFT-HUNTER LUMBER COMPANY,
a Corporation,

Complainant,

VS.

CAROLINE GRACE BREWTON and
BALDWIN COUNTY BUILDING AND
LOAN ASSOCIATION, a Corpor-
ation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

TO THE HONORABLE FRANCIS W. HARE, JUDGE OF THE
TWENTY-FIRST JUDICIAL CIRCUIT OF THE STATE OF ALABAMA, IN EQUI-
TY SITTING:

Now comes your complainant, SWIFT-HUNTER LUMBER
COMPANY, a corporation, humbly complaining of the respondents,
CAROLINE GRACE BREWTON, and BALDWIN COUNTY BUILDING AND LOAN
ASSOCIATION, a corporation, in a matter as will hereinafter
appear, and represents and shows unto your Honor as follows:

ONE: That the complainant is a corporation creat-
ed and existing under the laws of the State of Alabama, and hav-
ing its principal place of business in Atmore, Escambia County,
Alabama; that the respondent Caroline Grace Brewton is over the
age of twenty-one (21) years and is a resident of Baldwin Coun-
ty, Alabama; that the respondent Baldwin County Building and
Loan Association is a corporation created and existing under
the laws of the State of Alabama, and has its principal place
of business in Robertsdale, Baldwin County, Alabama.

TWO: That on or about, to-wit, the 29th day of
August, 1936, the complainant, Swift-Hunter Lumber Company, a
corporation, entered into a contract with the respondent, Car-
oline Grace Brewton, for the sale of a lot of building mater-
ials for the building, improving and beautifying a house and
other improvements, located on a lot within the corporate lim-
its of the Town of Robertsdale, Baldwin County, Alabama, and
particularly described as follows:-

Beginning at the Southeast corner of Lot twenty-seven (27) in the Third Addition to the town site of Robertsdale, a sub-division of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 6 South of Range 4 East, and running thence North along the East line of said Lot twenty-seven (27) two hundred feet (200 ft.); thence at right angles Westerly to a point on the West side of said Lot twenty-seven (27), thence two hundred feet (200 ft.) Southerly to the Southwest corner of Lot twenty-seven (27); thence Easterly along the South line of said Lot twenty-seven (27) three hundred and ninety-nine and one-half feet (399 $\frac{1}{2}$ ft) to the place of beginning; excepting therefrom of said Lot twenty-seven (27) as lies to the West of the East line of Alabama Street.

That Complainant began to furnish said building materials to the said Caroline Grace Brewton on said date and continued to furnish same under said contract until, to-wit, the 17th day of September, 1936, when the work on said house was completed; that complainant's account for building material so furnished came due on, to-wit, the 1st day of January, 1937; that said respondent Caroline Grace Brewton used said building material so furnished her in the building, improving and beautifying of said house on said property described above; that said Caroline Grace Brewton is now indebted to the complainant in the sum of One hundred eighty-three dollars and forty-four cents (\$183.44) for the said building materials furnished her by the complainant and used by her in the building, improving and beautifying said house on said property, described above; that said sum of one hundred eighty-three dollars and forty-four cents (\$183.44) is now due complainant by the said respondent Caroline Grace Brewton, and unpaid together with the interest from, to-wit, the 29th day of August, 1936.

THREE: Complaint further avers that subsequent to the time complainant began furnishing said building material to said Caroline Grace Brewton or subsequent to the commencement of work on said house the said Caroline Grace Brewton and hus-

band Jasper Brewton executed and delivered to the respondent Baldwin County Building and Loan Association, a corporation, a First Mortgage on said property, said mortgage bearing date of September 1st, 1936, and recorded in the office of the Judge of Probate of Baldwin County in Mortgage Record #68, pages 559-560, a true copy of which is hereto attached and worked Exhibit A and made a part of this Bill of Complaint as if fully set out herein.

FOUR: Complainant further shows that on, to-wit, the 1st day of March, 1937, the complainant filed a written notice of lien in the office of the Probate Judge of Baldwin County, Alabama, a true copy of which is hereto attached and marked Exhibit B, and made a part of the said bill as if fully set out herein.

PRAYER FOR PROCESS

To the end that equity may be had in the premises, your complainant the said Swift-Hunter Lumber Company, a corporation, prays that the said Caroline Grace Brewton and Baldwin County Building and Loan Association, a corporation, be made parties defendant to this Bill of Complaint and that summons be issued and served upon them requiring them to plead, answer or demur to the Bill of Complaint within the time and under the penalties prescribed by law and the rules of this Honorable Court.

PRAYER FOR RELIEF

Premises considered, your complainant prays that on a final hearing of this cause that the respondent, Caroline Grace Brewton, be decreed to be indebted to the complainant, Swift-Hunter Lumber Company, a corporation, in the amount claimed; that to secure the said indebtedness complainant has a lien

on said property described in PARAGRAPH TWO of this Bill of Complaint and upon the buildings and improvements situated on said property; that any right, title or interest claimed by the respondent, Baldwin County Building and Loan Association, a corporation, against the property be decreed to be inferior and subordinate to complainant's lien; and further that complainant's lien be foreclosed and said house and lot sold to satisfy said indebtedness. Your complainant prays such other further and general relief to which it may be entitled the premises considered and your complainant will ever pray, etc.

HORNE & HODNETTE,
Solicitors for Complainant.

FOOTNOTE:-

Respondents are required to answer each and every paragraph of the foregoing Bill of Complaint numbered ONE, TWO, THREE and FOUR, but not under oath, answer under oath being hereby expressly waived.

HORNE & HODNETTE,
Solicitors for Complainant.

EXHIBIT "A"

(COPY)

REAL ESTATE MORTGAGE TO BALDWIN COUNTY BUILDING
AND LOAN ASSOCIATION.

KNOW ALL MEN BY THESE PRESENTS, that CAROLINE GRACE BREWTON and JASPER BREWTON, wife and husband, hereinafter called mortgagors, for and in consideration of the sum of Eight Hundred Dollars (\$800.00), to them in hand paid by BALDWIN COUNTY BUILDING AND LOAN ASSOCIATION, a corporation, hereinafter called the Association, the receipt of which sum is hereby acknowledged by mortgagors, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said association, all that real property in Baldwin County, Alabama, and described as follows, to-wit:

Begin at the Southeast corner of Lot twenty-seven (27) in the Third Addition to the Town site of Robertsdale, a subdivision of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6 South of Range 4 East and run thence Northerly along the East line of said lot twenty-seven (27) 200 ft.; thence at right angles Westerly to the point on the West side of said lot twenty-seven (27); thence 200 ft. Southerly to the Southwest corner of lot twenty-seven (27); thence Easterly along the South line of said lot twenty-seven (27) 399 $\frac{1}{2}$ ft. to the place of beginning, excepting therefor so much of said lot twenty-seven (27) as lies to the West of the East line of Alabama Street.

Together with all and singular the right, title, tenements, hereditments and appurtenances thereto belonging on in anywise appurtenant, TO HAVE AND TO HOLD THE same unto the said Association, it's successors and assigns forever. The Mortgagors hereby covenant with the said Association that they are seized in fee simply of the aforegranted premises, that it

is free from all encumbrances, that they have quiet and peaceable possession thereof and that they are and their heirs and assigns shall warrant and defend the title to said property unto the said Association and unto the purchaser at any sale under the power herein contained, their heirs, successors or assigns against the lawful claims of all persons whomsoever forever.

PROVIDED WHEREOF, and that the presents upon the express condition that if the Mortgagors shall well and truly pay to the said Association at it's office in Robertsdale, Alabama, one certain promissory note of even date herewith for Eight Hundred Dollars (\$800.00) and do and perform all of the covenants and things set out herein and in said note (which includes covenants to keep the buildings on said land insured and pay the premiums, to pay all taxes, assessments, liens or charges upon said premises; to list the property herein described and assess the same for taxation, severally and apart from other property and other covenants said not being by reference incorporated herein and made a part thereof). Then, that the presents to be null and void, otherwise to remain in full force and effect.

All shares or stock in said Association now or hereafter held by the Mortgagors, jointly or severally, are hereby transferred or assigned to the Association as additional security.

Upon the happening of a default in the payment of the monthly dues or interest as required by said note, or upon the happening of a default in the performance of any of the covenants or agreements therein or herein contained. Then, and in that event the said Association may declare the whole of said indebtedness due and payable at once and in which case the Mortgagors do hereby vest the Association with full power and authority to sell the said property at public outcry in front of the office door of the United States Postoffice in Robertsdale, Baldwin County, Alabama, for cash to the highest and best bidder,

after giving notice of the time and place of said sale by publication in three (3) successive issues of a newspaper published in said County and to make proper conveyances to the purchaser at said sale, or said Association at it's option may foreclose either under the powers of sale herein contained, or by proceedings in a Court of Equity, and in either case the proceeds of sale shall apply: FIRST: To the payment of the expenses of the sale, including a reasonable attorney's fee of not less than ten per cent of the amount of the indebtedness secured hereby; SECOND: To the payment of the indebtedness herein secured and all sums that may be due the Association by reason of the covenants and agreements contained herein and in the before mentioned note, so far as the proceeds may go, and if there be a remainder it shall be paid under the powers herein over to the Mortgagors, their heirs or assigns. At any sale under the powers herein the said Association, it's Attorneys, or agent may bid or purchase the said property the same as if a stranger hereto, in which case the auctioneer conducting the sale is hereby authorized to execute the proper conveyance.

In the event of litigation arising over the title to or possession of said property encumbered by any lien or charge of any kind which is prior hereto the Association may pay over the said lien or charge; or should the Mortgagors fail to perform any of the duties or keep and perform the agreements or covenants by them made in this mortgage, or the note secured whereby, the Association, at its option, may perform the same and have any sum or sums so expended, it shall have an additional lien which together with interest at eight per cent shall be secured by these presents on the property.

If this mortgage is given to secure a construction loan and should the Mortgagors fail to complete the structure for the erection of which the loan is made then and in that event

the Association shall have the right to complete said construction and have any sums so expended, shall have an additional lien with interest at eight per cent secured by these presents on the property.

The Mortgagors do hereby acknowledge that they are freely informed as to the rules and regulations of the Association as set forth in its constitution and by-laws which are hereby referred to and made a part hereof, as much so as if specifically set out herein and they agree to abide by said rules and regulations and all reasonable amendments and additions thereto duly adopted by the Association.

IN WITNESS WHEREOF, we have hereunto set out hands and seals this the 1st day of September, 1936.

CAROLINE GRACE BREWTON (SEAL)

JASPER BREWTON (SEAL)

Witnesses:-

O. K. CUMMINGS

ALYCE CLEMMER.

STATE OF ALABAMA :
: PROBATE COURT
BALDWIN COUNTY :

I, Alyce Clemmer, a Notary Public, in and for said State and County hereby certify that CAROLINE GRACE BREWTON and JASPER BREWTON 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this the 19th day of September,
A. D. 1936.

ALYCE CLEMMER

Notary Public.

STATE OF ALABAMA:

BALDWIN COUNTY :

PROBATE COURT

I, ALYCE CLEMMER, a Notary Public, in and for said State and County, do hereby certify that on the 19th day of September, 1936 came before me the within named CAROLINE GRACE BREWTON known to me to be the wife of the within named JASPER BREWTON who being examined separately and apart from the husband touching her signature to the within mortgage acknowledged that she signed the same of her own free will and accordance and without fear, constraints or threats on the part of the husband.

Given under my hand this the the 19th day of September, A. D., 1936.

ALYCE CLEMMER

Notary Public.

STATE OF ALABAMA :

BALDWIN COUNTY :

PROBATE COURT.

Filed in office this 21st day of September, 1936, at 8:45 A. M. and duly recorded in Mtge. Book #68, pages 559-560, and I certify that \$1, cts. 20 Mtge Tax has been paid as required by Law. F. W. Robertson, Judge of Probate.

G. W. ROBERTSON,

JUDGE OF PROBATE.

EXHIBIT "B"

(COPY)

STATE OF ALABAMA :
:
COUNTY OF BALDWIN :

SWIFT-HUNTER LUMBER COMPANY, a corporation files this statement in writing, verified by the oath of J. B. KIMBALL, it's Secretary, who has personal knowledge of the facts herein set forth;

That said SWIFT-HUNTER LUMBER COMPANY, a corporation, claims a lien upon the following property situated in Baldwin County, Alabama, to-wit:-

That certain lot or parcel of land together with the building and improvements thereon situated within the corporate limits of the Town of Roberts-dale, described as follows:- Beginning at the Southeast corner of lot Twenty-seven (27) in the Third Addition to the town site of Roberts-dale, a subdivision of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 6 South of Range 4 East, and running thence North along the East line of said lot Twenty-seven (27) two hundred feet (200 ft); thence at right angles Westerly to a point on the West side of said lot Twenty-seven (27); thence two hundred feet (200 ft.) Southerly to the Southwest corner of lot Twenty-seven (27); thence Easterly along the South line of said lot Twenty-seven (27) three hundred and ninety-nine and one-half feet (399 $\frac{1}{2}$) to the place of beginning; excepting therefrom of said lot twenty-seven (27) as lies to the West of the East line of Alabama Street.

This lien is claimed separately and severally as to both the buildings and improvements thereon and the said land.

That said lien is claimed to secure an indebtedness of One hundred eighty-three dollars and forty-four cents (\$183.44) from to-wit: the 29th day of August 1936 to the 17th day of September 1936, for lumber furnished CAROLYN GRACE BREWTON by the said SWIFT-HUNTER LUMBER COMPANY, a corporation, in building, improving and beautifying a house and other improvements located on the premises described above.

The name of the owner of proprietor of the said property is CAROLYN GRACE BREWTON.

SWIFT-HUNTER LUMBER COMPANY,
a corporation

By J. B. Kimball,

Secretary

STATE OF ALABAMA :
:
ESCAMBIA COUNTY :

Before me the undersigned authority in and for the County of Escambia and State of Alabama personally appeared J. B. KIMBALL who being by me duly and legally sworn doth depose and say: That he is the Secretary of the said SWIFT-HUNTER LUMBER COMPANY a corporation; that he has personal knowledge of the facts set forth in the foregoing statement of lien and that the same is true and correct to the best of his knowledge and belief.

J. B. KIMBALL

Sworn to and subscribed before me this 1st day of March, 1937,
by said affiant.

W. E. COKER,
Notary Public.

(SEAL)

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 CAROLINE GRACE BREWTON and
BALDWIN COUNTY BUILDING & LOAN ASSOCIATION, a Corporation,

of Baldwin 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 Sum-
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

SWIFT-HUNTER LUMBER COMPANY, a Corporation,

against said Caroline Grace Brewton and Baldwin County Building & Loan
Association, a Corporation,

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 2nd day
of March, 1937

Robert S. Duck Register

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

Copy

SWIFT-HUNTER LUMBER COMPANY,
a Corporation,

Complainant,

VS.

CAROLINE GRACE BREWTON and
BALDWIN COUNTY BUILDING AND
LOAN ASSOCIATION, a Corpor-
ation,

Respondents.

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

TO THE HONORABLE FRANCIS W. HARE, JUDGE OF THE
TWENTY-FIRST JUDICIAL CIRCUIT OF THE STATE OF ALABAMA, IN EQUI-
TY: SITTING:

Now comes your complainant, SWIFT-HUNTER LUMBER
COMPANY, a corporation, humbly complaining of the respondents,
CAROLINE GRACE BREWTON, and BALDWIN COUNTY BUILDING AND LOAN
ASSOCIATION, a corporation, in a matter as will hereinafter
appear, and represents and shows unto your Honor as follows:

ONE: That the complainant is a corporation creat-
ed and existing under the laws of the State of Alabama, and hav-
ing its principal place of business in Atmore, Escambia County,
Alabama; that the respondent Caroline Grace Brewton is over the
age of twenty-one (21) years and is a resident of Baldwin Coun-
ty, Alabama; that the respondent Baldwin County Building and
Loan Association is a corporation created and existing under
the laws of the State of Alabama, and has its principal place
of business in Robertsdale, Baldwin County, Alabama.

TWO: That on or about, to-wit, the 29th day of
August, 1936, the complainant, Swift-Hunter Lumber Company, a
corporation, entered into a contract with the respondent, Car-
oline Grace Brewton, for the sale of a lot of building mater-
ials for the building, improving and beautifying a house and
other improvements, located on a lot within the corporate lim-
its of the Town of Robertsdale, Baldwin County, Alabama, and
particularly described as follows:-

Beginning at the Southeast corner of Lot twenty-seven (27) in the Third Addition to the town site of Robertsdale, a sub-division of the Northwest Quarter ($NW\frac{1}{4}$) of Section 6, Township 6 South of Range 4 East, and running thence North along the East line of said Lot twenty-seven (27) two hundred feet (200 ft.); thence at right angles Westerly to a point on the West side of said Lot twenty-seven (27), thence two hundred feet (200 ft.) Southerly to the Southwest corner of Lot twenty-seven (27); thence Easterly along the South line of said Lot twenty-seven (27) three hundred and ninety-nine and one-half feet (399 $\frac{1}{2}$ ft) to the place of beginning; excepting therefrom of said Lot twenty-seven (27) as lies to the West of the East line of Alabama Street.

That Complainant began to furnish said building materials to the said Caroline Grace Brewton on said date and continued to furnish same under said contract until, to-wit, the 17th day of September, 1936, when the work on said house was completed; that complainant's account for building material so furnished came due on, to-wit, the 1st day of January, 1937; that said respondent Caroline Grace Brewton used said building material so furnished her in the building, improving and beautifying of said house on said property described above; that said Caroline Grace Brewton is now indebted to the complainant in the sum of One hundred eighty-three dollars and forty-four cents (\$183.44) for the said building materials furnished her by the complainant and used by her in the building, improving and beautifying said house on said property, described above; that said sum of one hundred eighty-three dollars and forty-four cents (\$183.44) is now due complainant by the said respondent Caroline Grace Brewton, and unpaid together with the interest from, to-wit, the 29th day of August, 1936.

THREE: Complaint further avers that subsequent to the time complainant began furnishing said building material to said Caroline Grace Brewton or subsequent to the commencement of work on said house the said Caroline Grace Brewton and hus-

band Jasper Brewton executed and delivered to the respondent Baldwin County Building and Loan Association, a corporation, a First Mortgage on said property, said mortgage bearing date of September 1st, 1936, and recorded in the office of the Judge of Probate of Baldwin County in Mortgage Record #68, pages 559-560, a true copy of which is hereto attached and worked Exhibit A and made a part of this Bill of Complaint as if fully set out herein.

FOUR: Complainant further shows that on, to-wit, the 1st day of March, 1937, the complainant filed a written notice of lien in the office of the Probate Judge of Baldwin County, Alabama, a true copy of which is hereto attached and marked Exhibit B, and made a part of the said bill as if fully set out herein.

PRAYER FOR PROCESS

To the end that equity may be had in the premises, your complainant the said Swift-Hunter Lumber Company, a corporation, prays that the said Caroline Grace Brewton and Baldwin County Building and Loan Association, a corporation, be made parties defendant to this Bill of Complaint and that summons be issued and served upon them requiring them to plead, answer or demur to the Bill of Complaint within the time and under the penalties prescribed by law and the rules of this Honorable Court.

PRAYER FOR RELIEF

Premises considered, your complainant prays that on a final hearing of this cause that the respondent, Caroline Grace Brewton, be decreed to be indebted to the complainant, Swift-Hunter Lumber Company, a corporation, in the amount claimed; that to secure the said indebtedness complainant has a lien

on said property described in PARAGRAPH TWO of this Bill of Complaint and upon the buildings and improvements situated on said property; that any right, title or interest claimed by the respondent, Baldwin County Building and Loan Association, a corporation, against the property be decreed to be inferior and subordinate to complainant's lien; and further that complainant's lien be foreclosed and said house and lot sold to satisfy said indebtedness. Your complainant prays such other further and general relief to which it may be entitled the premises considered and your complainant will ever pray, etc.

HORNE & HODNETTE,
Solicitors for Complainant.

FOOTNOTE:-

Respondents are required to answer each and every paragraph of the foregoing Bill of Complaint numbered ONE, TWO, THREE and FOUR, but not under oath, answer under oath being hereby expressly waived.

HORNE & HODNETTE,
Solicitors for Complaint.

EXHIBIT "A"

(COPY)

REAL ESTATE MORTGAGE TO BALDWIN COUNTY BUILDING
AND LOAN ASSOCIATION.

KNOW ALL MEN BY THESE PRESENTS, that CAROLINE GRACE BREWTON and JASPER BREWTON, wife and husband, hereinafter called mortgagors, for and in consideration of the sum of Eight Hundred Dollars (\$800.00), to them in hand paid by BALDWIN COUNTY BUILDING AND LOAN ASSOCIATION, a corporation, hereinafter called the Association, the receipt of which sum is hereby acknowledged by mortgagors, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said association, all that real property in Baldwin County, Alabama, and described as follows, to-wit:

Begin at the Southeast corner of Lot twenty-seven (27) in the Third Addition to the Town site of Robertsdale, a subdivision of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6 South of Range 4 East and run thence Northerly along the East line of said lot twenty-seven (27) 200 ft.; thence at right angles Westerly to the point on the West side of said lot twenty-seven (27); thence 200 ft. Southerly to the Southwest corner of lot twenty-seven (27); thence Easterly along the South line of said lot twenty-seven (27) 399 $\frac{1}{2}$ ft. to the place of beginning, excepting therefor so much of said lot twenty-seven (27) as lies to the West of the East line of Alabama Street.

Together with all and singular the right, title, tenements, hereditments and appurtenances thereto belonging on in anywise appurtenanting, TO HAVE AND TO HOLD THE same unto the said Association, it's successors and assigns forever. The Mortgagors hereby covenant with the said Association that they are seized in fee simply of the aforegranted premises, that it

is free from all encumbrances, that they have quiet and peaceable possession thereof and that they are and their heirs and assigns shall warrant and defend the title to said property unto the said Association and unto the purchaser at any sale under the power herein contained, their heirs, successors or assigns against the lawful claims of all persons whomsoever forever.

PROVIDED WHEREOF, and that the presents upon the express condition that if the Mortgagors shall well and truly pay to the said Association at it's office in Robertsdale, Alabama, one certain promissory note of even date herewith for Eight Hundred Dollars (\$800.00) and do and perform all of the covenants and things set out herein and in said note (which includes covenants to keep the buildings on said land insured and pay the premiums, to pay all taxes, assessments, liens or charges upon said premises; to list the property herein described and assess the same for taxation, severally and apart from other property and other covenants said not being by reference incorporated herein and made a part thereof). Then, that the presents to be null and void, otherwise to remain in full force and effect.

All shares or stock in said Association now or hereafter held by the Mortgagors, jointly or severally, are hereby transferred or assigned to the Association as additional security.

Upon the happening of a default in the payment of the monthly dues or interest as required by said note, or upon the happening of a default in the performance of any of the covenants or agreements therein or herein contained. Then, and in that event the said Association may declare the whole of said indebtedness due and payable at once and in which case the Mortgagors do hereby vest the Association with full power and authority to sell the said property at public outcry in front of the office door of the United States Postoffice in Robertsdale, Baldwin County, Alabama, for cash to the highest and best bidder,

after giving notice of the time and place of said sale by publication in three (3) successive issues of a newspaper published in said County and to make proper conveyances to the purchaser at said sale, or said Association at it's option may foreclose either under the powers of sale herein contained, or by proceedings in a Court of Equity, and in either case the proceeds of sale shall apply: FIRST: To the payment of the expenses of the sale, including a reasonable attorney's fee of not less than ten per cent of the amount of the indebtedness secured hereby; SECOND: To the payment of the indebtedness herein secured and all sums that may be due the Association by reason of the covenants and agreements contained herein and in the before mentioned note, so far as the proceeds may go, and if there be a remainder it shall be paid under the powers herein over to the Mortgagors, their heirs or assigns. At any sale under the powers herein the said Association, it's Attorneys, or agent may bid or purchase the said property the same as if a stranger hereto, in which case the auctioneer conducting the sale is hereby authorized to execute the proper conveyance.

In the event of litigation arising over the title to or possession of said property encumbered by any lien or charge of any kind which is prior hereto the Association may pay over the said lien or charge; or should the Mortgagors fail to perform any of the duties or keep and perform the agreements or covenants by them made in this mortgage, or the note secured whereby, the Association, at its option, may perform the same and have any sum or sums so expended, it shall have an additional lien which together with interest at eight per cent shall be secured by these presents on the property.

If this mortgage is given to secure a construction loan and should the Mortgagors fail to complete the structure for the erection of which the loan is made then and in that event

the Association shall have the right to complete said construction and have any sums so expended, shall have an additional lien with interest at eight per cent secured by these presents on the property.

The Mortgagors do hereby acknowledge that they are freely informed as to the rules and regulations of the Association as set forth in it's constitution and by-laws which are hereby referred to and made a part hereof, as much so as if specifically set out herein and they agree to abide by said rules and regulations and all reasonable amendments and additions thereto duly adopted by the Association.

IN WITNESS WHEREOF, we have hereunto set out hands and seals this the 1st day of September, 1936.

CAROLINE GRACE BREWTON (SEAL)

JASPER BREWTON (SEAL)

Witnesses:-

O. K. CUMMINGS

ALYCE CLEMMER.

STATE OF ALABAMA :

BALDWIN COUNTY :

PROBATE COURT

I, Alyce Clemmer, a Notary Public, in and for said State and County hereby certify that CAROLINE GRACE BREWTON and JASPER BREWTON 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this the 19th day of September,
A. D. 1936.

ALYCE CLEMMER

Notary Public.

STATE OF ALABAMA:
:
BALDWIN COUNTY :

PROBATE COURT

I, ALYCE CLEMMER, a Notary Public, in and for said State and County, do hereby certify that on the 19th day of September, 1936 came before me the within named CAROLINE GRACE BREWTON known to me to be the wife of the within named JASPER BREWTON who being examined separately and apart from the husband touching her signature to the within mortgage acknowledged that she signed the same of her own free will and accordance and without fear, constraints or threats on the part of the husband.

Given under my hand this the the 19th day of September, A. D., 1936.

ALYCE CLEMMER

Notary Public.

STATE OF ALABAMA :
:
BALDWIN COUNTY :

PROBATE COURT.

Filed in office this 21st day of September, 1936, at 8:45 A. M. and duly recorded in Mtge. Book #68, pages 559-560, and I certify that \$1, cts. 20 Mtge Tax has been paid as required by Law. F. W. Robertson, Judge of Probate.

G. W. ROBERTSON,

JUDGE OF PROBATE.

EXHIBIT "B"

(COPY)

STATE OF ALABAMA :
 :
COUNTY OF BALDWIN :

SWIFT-HUNTER LUMBER COMPANY, a corporation files this statement in writing, verified by the oath of J. B. KIMBALL, its Secretary, who has personal knowledge of the facts herein set forth;

That said SWIFT-HUNTER LUMBER COMPANY, a corporation, claims a lien upon the following property situated in Baldwin County, Alabama, to-wit:-

That certain lot or parcel of land together with the building and improvements thereon situated within the corporate limits of the Town of Robertsdale, described as follows:- Beginning at the Southeast corner of lot Twenty-seven (27) in the Third Addition to the town site of Robertsdale, a subdivision of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 6 South of Range 4 East, and running thence North along the East line of said lot Twenty-seven (27) two hundred feet (200 ft); thence at right angles Westerly to a point on the West side of said lot Twenty-seven (27); thence two hundred feet (200 ft.) Southerly to the Southwest corner of lot Twenty-seven (27); thence Easterly along the South line of said lot Twenty-seven (27) three hundred and ninety-nine and one-half feet (399 $\frac{1}{2}$) to the place of beginning; excepting therefrom of said lot twenty-seven (27) as lies to the West of the East line of Alabama Street.

This lien is claimed separately and severally as to both the buildings and improvements thereon and the said land.

That said lien is claimed to secure an indebtedness of One hundred eighty-three dollars and forty-four cents (\$183.44) from to-wit: the 29th day of August 1936 to the 17th day of September 1936, for lumber furnished CAROLYN GRACE BREWTON by the said SWIFT-HUNTER LUMBER COMPANY, a corporation, in building, improving and beautifying a house and other improvements located on the premises described above.

The name of the owner of proprietor of the said property is CAROLYN GRACE BREWTON.

SWIFT-HUNTER LUMBER COMPANY,
a Corporation

By J. B. Kimball,

Secretary

STATE OF ALABAMA :
:
ESCAMBIA COUNTY :

Before me the undersigned authority in and for the County of Escambia and State of Alabama personally appeared J. B. KIMBALL who being by me duly and legally sworn doth depose and say: That he is the Secretary of the said SWIFT-HUNTER LUMBER COMPANY a corporation; that he has personal knowledge of the facts set forth in the foregoing statement of lien and that the same is true and correct to the best of his knowledge and belief.

J. B. KIMBALL

Sworn to and subscribed before me this 1st day of March, 1937,
by said affiant.

W. E. COKER,
Notary Public.

(SEAL)

SWIFT-HUNTER LUMBER COMPANY, :	
a corporation :	
Defendant :	
VS :	IN THE CIRCUIT COURT OF
	BALDWIN COUNTY, ALABAMA,
CAROLINE GRACE BREWTON :	
and :	IN EQUITY.
BALDWIN COUNTY BUILDING :	
AND LOAN ASSOCIATION, :	
a corporation, :	
Respondents. :	

TO THE HONORABLE FRANCIS W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT OF THE STATE OF ALABAMA, IN EQUITY SITTING:

Now comes your complainant, SWIFT-HUNTER LUMBER COMPANY, a corporation, humbly complaining of the respondents, CAROLINE GRACE BREWTON, and BALDWIN COUNTY BUILDING AND LOAN ASSOCIATION, a corporation, in a matter as will hereinafter appear, and represents and shows unto your Honor as follows:

ONE: That the complainant is a corporation created and existing under the laws of the State of Alabama, and having its principal place of business in Atmore, Escambia County, Alabama; that the respondent CAROLINE GRACE BREWTON is over the age of twenty-one (21) years and is a resident of Baldwin County, Alabama; that the respondent BALDWIN BOUNTY BUELIDING AND LOAN ASSOCIATION is a corporation created and existing under the laws of the State of Alabama, and has its principal place of business in Robertsdale, Baldwin County, Alabama.

TWO: That on or about, to-wit, the 29th day of August, 1936, the complainant, SWIFT-HUNTER LUMBER COMPANY, a corporation, entered into a contract with the respondent, CAROLINE GRACE BREWTON, for the sale of a lot of building materials for the building, improving and beautifying a house and other improvements, located on a lot within the corporate limits of the Town of Robertsdale, Baldwin County, Alabama, and particularly described as follows:-

Beginning at the Southeast corner of Lot twenty-seven (27) in the Third Addition to the town site of Robertsdale, a sub-division of the Northwest Quarter (NW $\frac{1}{4}$) of

Section 6, Township 6 South of Range 4 East, and running thence North along the East line of said Lot twenty-seven (27) two hundred feet (200 ft.); thence at right angles Westerly to a point on the West side of said Lot twenty-seven (27), thence two hundred feet (200 ft.) Southerly to the Southwest corner of Lot twenty-seven (27); thence Easterly along the South line of said Lot twenty-seven (27) three hundred and ninety-nine and one-half feet (399½ ft) to the place of beginning; excepting therefrom of said Lot twenty-seven (27) as lies to the West of the East line of Alabama Street.

That Complainant began to furnish said building materials to the said CAROLINE GRACE BREWTON on said date and continued to furnish same under said contract until, to-wit, the 17th day of September, 1936, when the work on said house was completed; that complainant's account for building material so furnished came due on, to-wit, the 1st day of January, 1937; that said respondent CAROLINE GRACE BREWTON used said building material so furnished her in the building, improving and beautifying of said house on said property described above; that said CAROLINE GRACE BREWTON is now indebted to the complainant in the sum of One hundred eighty-three dollars and forty-four cents (\$183.44) for the said building materials furnished her by the complainant and used by her in the building, improving and beautifying said house on said property, described above; that said sum of one hundred eighty-three dollars and forty-four cents (\$183.44) is now due complainant by the said respondent CAROLINE GRACE BREWTON, and unpaid together with the interest from, to-wit, the 29th day of August, 1936.

THREE: Complaint further avers that subsequent to the time complainant began furnishing said building material to said CAROLINE GRACE BREWTON or subsequent to the commencement of work on said house the said CAROLINE GRACE BREWTON and husband JASPER BREWTON executed and delivered to the respondent BALDWIN COUNTY BUILDING AND LOAN ASSOCIATION, a corporation, a First Mortgage on said property, said mortgage bearing date of September 1st, 1936, and recorded in the office of the

Judge of Probate of Baldwin County in Mortgage Record #68, pages 559-560, a true copy of which is hereto attached and worked Exhibit A and made a part of this Bill of Complaint as if fully set out herein.

FOUR: Complainant further shows that on, to-wit, the 1st day of ~~March~~, 1937, the complainant filed a written notice of lien in the office of the Probate Judge of Baldwin County, Alabama, a true copy of which is hereto attached and marked Exhibit B, and made a part of the said bill as if fully set out herein.

PRAYER FOR PROCESS

To the end that equity maybe had in the premises your complainant the said SWIFT-HUNTER LUMBER COMPANY, a corporation, prays that the said CAROLINE GRACE BREWTON and BALDWIN COUNTY BUILDING AND LOAN ASSOCIATION, a corporation, be made parties defendant to this Bill of Complaint and that summons be issued and served upon them requiring them to plead, answer or demur to the Bill of Complaint within the time and under the penalties prescribed by law and the rules of this Honorable Court.

PRAYER FOR RELIEF

Premises considered, your complainant prays that on a final hearing of this cause that the respondent, CAROLINE GRACE BREWTON, be decreed to be indebted to the complainant, SWIFT-HUNTER LUMBER COMPANY, a corporation, in the amount claimed; that to secure the said indebtedness complainant has a lien on said property described in PARAGRAPH TWO of this Bill of Complaint and upon the buildings and improvements situated on said property; that any right, title or interest claimed by the respondent, BALDWIN COUNTY BUILDING AND LOAN ASSOCIATION, a corporation, against the property be decreed to be inferior and subordinate to complainant's lien; and further that complainant's lien be foreclosed and said house and lot sold to satisfy said indebtedness. You complainant prays

such other further and general relief to which it maybe entitled
the premises considered and your complainant will ever pray, etc.

Horne & Hodnette

HORNE & HODNETTE, Solicitors for
Complainant.

FOOTNOTE:-

Respondents are required to answer each
and every paragraph of the foregoing Bill
of Complaint numbered ONE, TWO, THREE, and
FOUR, but not under oath, answer under oath
being hereby expressly waived.

Horne & Hodnette

Horne & Hodnette
Solicitors for Complaint.

EXHIBIT "A"

(COPY)
REAL ESTATE MORTGAGE TO BALDWIN COUNTY BUILDING AND
LOAN ASSOCIATION.

KNOW ALL MEN BY THESE PRESENTS, that CAROLINE GRACE BREWTON and JASPER BREWTON, wife and husband . hereinafter called mortgagors, for and in consideration of the sum of Eight Hundred Dollars (\$800.00), to them in hand paid by BALDWIN COUNTY BUILDING AND LOAN ASSOCIATION, corporation, hereinafter called the Association, the receipt of which sum is hereby acknowledged by mortgagors, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said association. all that real property in Baldwin County, Alabama, and described as follows, to-wit:

Begin at the Southeast corner of Lot twenty-seven (27) in the Third Addition to the Town site of Robertsdale, a subdivision of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 6 South of Range 4 East and run thence Northerly along the East line of said lot twenty-seven (27) 200 ft.; thence at right angles Westerly to the point on the West side of said lot twenty-seven (27); thence 200 ft. Southerly to the Southwest corner of lot twenty-seven (27); thence Easterly along the South line of said lot twenty-seven (27) 399 $\frac{1}{2}$ ft. to the place of beginning, excepting therefor so much of said lot twenty-seven (27) as lies to the West of the East line of Alabama Street.

Together with all and singular the right, title, tenements, hereditments and appurtenances thereto belonging on in anywise appurtenanting, TO HAVE AND TO HOLD THE same unto the said Association, it's successors and assigns forever. The Mortgagors hereby covenant with the said Association that they are seized in fee simply of the aforegranted premises, that it is free from all encumbrances, that they have quiet and peaceable possession thereof and that they are and their heirs and assigns shall warrant and defend the title to said property unto the said Association and unto the purchaser at any sale under the power herein contained, their heirs, successors or assigns against the lawful claims of all persons

whomsoever forever.

PROVIDED WHEREOF, and that the presents upon the express condition that if the Mortgagors shall well and truly pay to the said Association at it's office in Robertsdale, Alabama, one certain promissory note of even date herewith for Eight Hundred Dollars (\$800.00) and do and perform all of the covenants and things set out herein and in said note (which includes covenants to keep the buildings on said land insured and pay the premiums, to pay all taxes, assessments, liens or charges upon said premises; to list the property herein described and assess the same for taxation, severally and apart from other property and other covenants said not being by reference incorporated herein and made a part thereof). Then, that the presents to be null and void, otherwise to remain in full force and effect.

All shares or stock in said Association now or hereafter held by the Mortgagors, jointly or severally, are hereby transferred or assigned to the Association as additional security.

Upon the happening of a default in the payment of the monthly dues or interest as required by said note, or upon the happening of a default in the performance of any of the covenants or agreements therein or herein contained. Then, and in that event the said Association may declare the whole of said indebtedness due and payable at once and in which case the Mortgagors do hereby vest the Association with full power and authority to sell the said property at public outcry in front of the office door of the United States Postoffice in Robertsdale, Baldwin County, Alabama, for cash to the highest and best bidder, after giving notice of the time and place of said sale by publication in three (3) successive issues of a newspaper published in said County and to make proper conveyances to the purchaser at said sale, or said Association at it's option may foreclose either under the powers of sale herein contained, or by proceedings in a Court of Equity, and in either case the proceeds of sale shall apply: FIRST: To the payment of the expenses of the sale, including a reasonable attorney's fee of not less than ten per cent of the amount of the indebtedness se-

CAROLINE GRACE BREWTON (SEAL)

JASPER BREWTON (SEAL).

WITNESSES:-

O. K. CUMMINGS

ALYCE CLEMMER.

STATE OF ALABAMA :

BALDWIN COUNTY :

PROBATE COURT

I, ALYCE CLEMMER, a Notary Public, in and for said State and County hereby certify that CAROLINE GRACE BREWTON and JASPER BREWTON 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand this the 19th day of September
A. D. 1936.

ALYCE CLEMMER

Notary Public.

STATE OF ALABAMA :

BALDWIN COUNTY :

PROBATE COURT

I, ALYCE CLEMMER, a Notary Public, in and for said State and County, do hereby certify that on the 19th day of September, 1936 came before me the within named CAROLINE GRACE BREWTON known to me to be the wife of the within named JASPER BREWTON who being examined separately 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, constraints or threats on the part of the husband.

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A. D., 1936.

ALYCE CLEMMER

Notary Public.

STATE OF ALABAMA:

BALDWIN COUNTY :

PROBATE COURT

Filed in office this 21st day of September, 1936, at 8:45

A.M. and duly recorded in Mtge. Book #68, pages 559-560, and

I certify that \$1. cts. 20 Mtge Tax has been paid as required
by Law.

F. W. Robertson, Judge of Probate.

G. W. ROBERTSON,

JUDGE OF PROBATE.