M. E. JACKSCN,) IN THE JUSTICE COUPE OF J. J.
Plaintiff,	PRICE, a Justice of the Peace in and for Balavin County, Ala-
∀ S.	ba <u>ma</u>
HARVEY UNDERWOOD,	
Defendant.	}

339

Notice of Appeal to M. F. Jackson, plaintiff in said cause: You are hereby notified that Harvey Underwood, the defendant in the above entitled cause has prayed an appeal from the judgment therein rendered by me; and, having complied with the requirements of the law in such cases, the same has been granted to the next term of the Circuit Court of Baldwin County, Alabama.

Given under my hand this 26th day of January, 1937.

Suck 8_56 Whit by handing an Copy to ME Jackson this the 1st Day B Jeb 1939, which sheriff By Dohn & Dairs DS,



FARM CREDIT ADMINISTRATION

REGIONAL AGRICULTURAL CREDIT CORPORATION OF JACKSON, MISSISSIPPI

JACKSON, MISSISSIPPI

June 6th, 1934.

Mr. Marvin E. Jackson, Foley, Alabama.

In re App. Np. 5050-1 Loan No. 2224-1

Dear Mr. ^Jackson:

Herewith we hand you your paid note for \$300.00, due June 1st, 1934, with final receipt; also your mortgage, and Release and Power of Attorney for its cancellation.

This closes our file with reference to your loan above numbered.

Very truly yours,

Bernard /L. Tighe, Jr., Secretary and Treasurer.

enclosures

P. S. We send Release to W. C. Beebe, Attorney.

the second se	Loan #2224-1
	- 53800
\$_300_Cert	, Ala, February 3, 1954_19
On June 1st, 1934 Af	ter date promise to pay to the order of
REGIONAL AGRICULTURAL CREDIT CORPORA	TION OF JACKSON, MISSISSIPPI
THREE HUNDRED (\$300.00)	DOLLARS
With interest from date at the rate of <u>6</u> per cent per star Payable at the Montgomery Branch, Regional Gricultural Created Corporation The parties to this instrument, whether maker, endorser, surfety, or guara this debt, or any renewal thereof, all right of exemption under the Con- other State, as to personal property, and they each severally agree to pay a lect or secure this note, including a neasonable they save severally waives dem other requirements, necessary to hold them, and they agree that times of pay extension. And it is hereby agreed that the agree that times of pay extension. And it is hereby agreed that the same agree that the same of the er, surfy, endorser, guarantor or any one of them.	ndard of Weight and Fineness. In of Jackson, Mississippi, Montgomery, Alabama. Intor, each for himself, hereby severally waives as to istitution and Laws of the State of Alabama or any Il costs of collecting or securing or attempting to col- me be collected or secured by suit or otherwise. And
No. Loan #2224-1 DUE June 1st, 1934 ADDRESS Foley, Alabama ADDRESS Foley, Alabama ATT 21/2 %	Ervin E. Jackfon) L. s.

Each endorser of this note hereby waives all right of exemptions as to personal property, and agrees to pay a reasonable attorneys fee for col-lecting or attempting to collear this debt; also waives notice of demand and paraphranon RDER OF FEDE ADIATE BANK Regional Wation BY Vice-Prosident and Managere Stephene -のないの AND NOX NAME (\mathcal{A}) INTEREST t e res_i DATE 5. . . . PRINCIPAL AMOUNT PAID TO ADV ANCES FEB 1 3 1934 PAYMENTS BALANCE \$300 8 \$ \$30000 3. -• 5 D ç ļ ţ l Ī 1 Ì 1

Loan #2224-1 Foley February 5, 1934 On June 1st, 1934 _____promise to pay to the order of After date_ REGIONAL AGRICULTURAL CREDIT CORPORATION OF JACKSON, MISSISSIPPI THREE HUNDRED (\$300.00) DOLLARS With interest from date at the rate of $0\frac{1}{2}$ _____per cent per annum. For value received, in Gold Coin of the United States of the present standard of Weight and Fineness. Payable at the Montgomery Branch, Regional gricultural Creater Corporation of Jackson, Mississippi, Montgomery, Alabama. The parties to this instrument, whether maker, choorser; surety, or guarantor, each for himself, hereby severally waives as to this debt, or any renewal thereof, all right of exemption under the Constitution and Laws of the State of Alabama or any other State, as to personal property, and they each severally earee to pay all costs of collecting or securing or attempting to col-lect or secure this note, including a reasonable and they each severally earee the same be collected or secured by suit or attempting to col-the maker, endorser, surety or guarantor of this note, severally waives demand, presentment, protest, notice of protest, and all the maker, endorser, surety or guarantor of this note, severally waives demand, presentment, protest, notice of protest, 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. And it is hereby agreed that the same transference of the payment may be extended without notice to them of such ment of this debt or any renewal or extension therein, say, funds, in the hands of said payee or transferee belonging to the mak-Loan #2224-1 June 1st. 1934 DITE BISCOUNT OF APR 19 1934 ADDRESS Foley, Alabama RATE 21/

CROP AND CHATTEL MORTGAGE

Loan #222_-1

App. #5050

Sec.

53860

STATE OF ALABAMA

(Form M. B. 1)

WHEREAS, the undersigned, hereinafter called mortgagor, is indebted to Regional Agricultural Credit Corporation of Jackson, Mississippi, hereinafter called mortgagee, in the sum of <u>THREE HUNDRED (SG00.00)</u> Dollars as evidenced by promissory note of mortgagor bearing even date herewith, payable on the <u>first</u> day of

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00), receipt whereof is hereby acknowledged, the said mortgagor does hereby bargain, sell and convey unto the said mortgagee, or assigns, all crops of cotton, corn and other agricultural products growing or to be grown and produced during the year 193.4. upon that certain piece or parcel of land in said county and state described as follows:

East half of the Morthwest quarter of the Sputheast quarter and the West half of the Northeast quarter of the Southeast quarter and begin a a center point of section 7-7-4, run E450 ft. to a point for beginning corner, thence S. 450 ft, E.175 ft., N. 450 ft., W.175 ft. to beginning. All in Section 7, Township 7 South of Range 4 East, containing #2 acres.

together with any and all crops growing or to be grown elsewhere in the above mentioned county and state during the year 1934 by the mortgagor. Also the following described personal property belonging to the undersigned and now located and situated upon the land hereinabove described:

1 light cmean Jersey milk cow 8 yrs old; 1 light red butt headed Jersey milk cow 8 yrs old; 1 light red Jersey milk cow about 4 yrs old; 1 dark fawn grade Jersey milk cow about 10 yrs old; 1 dark fawn grade Jersey milk cow about 12 yrs old; 1 light yeddow grade Jersey milk cow 8 yrs old 1 light yellow grade Jersey milk cow 3 yrs old; 1 red and white grade Guernsey milk cow about 4 yrs old; 1 black and white grade Holstein milk cow about 5 yrs old; 1 red and white grade Jersey heifer 1 yr old; 1 light red grade Jersey heifer calf about 8 months old; 1 dark fawn grade Jersey heifer one and a half yrs old; 1 light cream Jersey heifer 8 mos old% 1 dark fawn grade Jersey heifer calf about 3 months old;2 red and white grade Jersey heifers 8 mos; 1 light red grade Jersey calf 10 days old; 1 black a Jersey hull calf 10 days old: 1 black a grade Jersey heifer 6 mos old; 1 mouse colored mare mule 15 yrs old; 1 red horse mule about 8 yrs old named Dan; 10 red Duroc shoats about 4 mos old; 150 mixed laying hens; also all other livestock not specifica;;y described herein now owned by me.

1 truck; 1 14" middle buster; 1 sulky combination planter; 5 walking harrows; 1 6" walking turn plow; 1 McCormick Deering riding cultivator] 16" John Deere sulky plow; 1 29horse riding disc; also all other farming equipment not specifically described herein now owned by me.

e militar ppati protecto contra presente police pol

together with all increase of above described live stock.

Said crops and personal property hereby mortgaged are hereinafter collectively referred to as "property".

This mortgage shall also secure any further loans or advances made to mortgagor by mortgagee or assigns during said year.

Provided that if the mortgagor shall pay the said promissory note...., and all loans and advances above mentioned, together with interest thereon on or before maturity, this mortgage shall be void; otherwise to remain in full force and effect.

Provided, further, that the said mortgagor is to retain possession of the property herein mortgaged until default be made in the payment of said note...., loans and advances and interest or in the performance of any of the conditions of this mortgage, but he shall not sell or otherwise convey any of said property so mortgaged without the written consent of the mortgagee or its duly authorized agent.

If the mortgagor shall fail to expend the proceeds of the loan hereby secured in accordance with the terms of his application to mortgagee or to care for and protect said crops in a good and husbandlike manner and harvest the same, or remove, attempt to dispose of, or use or destroy said property, the mortgagee, its agents or assigns, may declare the debt secured hereby due and payable at once and may also at any time enter upon said premises and take the necessary measures for the protection of said property, and may retain possession thereof, and the expenses so incurred and all expenses that may become necessary in the keeping, care, and harvesting of said property shall become a part of the debt and be secured by this mortgage. The mortgagee, its agents or assigns, may at any time enter upon the premises to view the same or to take any measures that may be necessary for the protection of said property.

If the mortgagor shall fail to make payment of said promissory note, loans and advances, with interest, or shall make default in the performance of any of the covenants or conditions contained in this mortgage, then the entire amount unpaid, with interest accrued thereon, shall immediately become due and payable, at the option of the mortgagee or its assigns; the mortgagee, its agents or assigns, shall have the right without suit or process to take possession of said property wherever it may be found, and may sell the same, or so much thereof as may be necessary, at either private or public sale, and if at public sale such sale shall be at auction for cash after giving not less than three day's notice of such sale by advertisement one time in some newspaper published in said county, or by posting a notice thereof in the courthouse of said county or at three other public places in said county; the proceeds of any such sale shall be applied to the discharge of said debt, interest and expenses, including a reasonable attorney's fee for mortgageee's attorney, and any surplus shall be paid over to the mortgagor or his assigns.

The mortgagor hereby waives all exemptions which he has or may have under the Laws and Constitution of the State of Alabama or any other state as to the collection of the above debt and any advances or additions thereto, and in the event for the collection of the same it becomes necessary to employ an attorney agrees to pay a reasonable attorney's fee.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal on this

. 193 🖆

3rd day of February WITNESSES:

(Marvin E. Jackson)

together with all increase of above described live stock.

Said crops and personal property hereby mortgaged are hereinafter collectively referred to as "property".

This mortgage shall also secure any further loans or advances made to mortgagor by mortgagee or assigns during said year.

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The mortgagor hereby waives all exemptions which he has or may have under the Laws and Constitution of the State of Alabama or any other state as to the collection of the above debt and any advances or additions thereto, and in the event for the collection of the same it becomes necessary to employ an attorney agrees to pay a reasonable attorney's fee.

To further secure the debt, advances, additions and expenses herein provided for, the mortgagor has executed as of even date herewith a mortgage upon certain real property, situated in the County of ______, Alabama, which mortgage is hereby referred to and made a part hereof.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal on this

., 193 4 3rd day of February (Marvin E. Jackzon) WITNESSES:

41 4p 505 1 (Form M. B. 1.) GROP AND CHATTEL MORTGAGE FROM Marvin E. Jackson, Foley, Ala. TO REGIONAL AGRICULTURAL CREDIT CORPORATION OF JACKSON, 2 - 3 - 3 4 STATE OF ALABAMA, COUNTY OFFICE OF JUDGE OF PROBATE I hereby certify that the within Mortgage was filed in this office for record on the day of Leluy and A. D., 19.3 4 at 71.15 o'clock & ... of Mortgages, Page 564-5 Humpohries Judge of Probate THE PARAGON PRESS, MONTGOMERY 1,43

MB-24 ADVICE OF APPROVAL

bell

REGIONAL AGRICULTURAL CREDIT CORPORATION OF JACKSON, MISSISSIPPI Montgomery, (Ala.) Branch

No. 5050+1

February 2, 1934

Mr. Marvin E. Jackson, Foley, Alabama,

DEAR SIR: truck 300.00 Your application for a loan has been approved for \$ _upon the following security, to be disbursed as indicated, and subject to satisfaction of conditions shown: SECURITY: All crops growing or to be grown on lands mentioned in said application and more particularly described as follows:

42 acres of land in Baldwin County owned by Morgan E. Jackson 42 miles northwest from Foley, Alabama, also 20 acres of land rented.

ENCUMBRANCES: Subject to the following liens and encumbrances listed in your said application, your representation as to such liens and encumbrances being accepted as true and as a material inducement for making said loan:

mortgages on real estate to Tom Avery and Mrs. M. E. Stokes for \$575.00 1933 taxes dues

DISBURSEMENT:

To Be Disbursed Maturity Amount of Installment 300,000 300.00 on closing June 1, 1934

Interest at rate of 61/2% from date.

CONDITIONS TO BE SATISFIED: First mortgage on all security offered.

light cream grade Jersey milck cow about 8 yrs old; 1 light red butt headed Jersey milch oout 8 yrs old; 1 light red Jersey milch cow about 3 yrs old; 1 black grade Jersey milch ow about 5 yrs old; 1 dark fawn grade Jersey milch cow about 4 yrs old; 1 dark fawn grade orsey milch cow about 10 yrs old; 1 dark fawn grade Jersey milch cow about 2 yrs old; 1 ght yellow grade Jersey milch cow about 8 yrs old; 1 light yellow grade Jersey milch ow about 3 yrs old; 1 red and white grade Guernsey milch cow about 4 yrs old; 1 ght yellow grade Jersey milch cow about 8 yrs old; 1 light yellow grade Jersey milch ow about 3 yrs old; 1 red and white grade Guernsey milch cow about 4 yrs old; 0 w about 3 yrs old; 1 red and white grade Guernsey milch cow about 4 yrs old; 0 out 11 yrs old; 1 light cream grade Jersey heifer about 6 mos; 1 dark fawn grade Jersey heifer about 1 cout 14 yrs old; 1 light cream grade Jersey heifer about 6 mos; 1 dark fawn grade Jersey heifer out 14 yrs old; 1 light cream grade Jersey heifer about 6 mos; 1 dark fawn grade Jersey heifer out 14 yrs old; 1 light cream grade Jersey heifer about 6 mos; 1 dark fawn grade Jersey heifer out 15 yrs old; 1 light red mid white grade Jersey heifer about 6 mos; 1 dark fawn grade Jersey offer falf about 5 mos; 2 red and white grade Jersey heifers about 6 mos old; 1 light red ode Jersey heifer calf about 10 days old; 1 light red grade Jersey bull calf about 10 days d; 1 black grade Jersey heifer about 6 wis old 1 mouse colored mare mule about 15 yrs eld 0 mixed laying hensi 1 truck; 1 l4", middle, buster; 1, sulky combination, planter; 3, walking mixed leving hens: ×1 fruck; tl 14" mid nimrs harrows; 1 6" walking turn plow; idle busteriki peering fiding tout planter; 1 Deare sulky plow; 1 2-horse widing disc.

It is further stipulated that the security mentioned is subject to further inspection if we deem it necessary and if not found as represented, approval may be withdrawn, for this or any other cause.

IMPORTANT: If you desire to close this loan, call on

W. C. Beebe Attorneys at Bay Minette, Alabama, , as soon as possible, taking with you a definite description of the land you own or the land you are using, and a list of your livestock and farm implements. Nothing further can be done until you have communicated with the above attorneys who will handle the details of closing this loan. All expenses of attorney's certifi-cate, notary and recording fees are to be paid by borrower.

REGIONAL AGRICUL/TURAL CREDIT CORPORATION Of Jackson, Mississippi. Montgomery, (Ala.) Branch

STATE OF ALABAMA. BALDWIN COUNTY.

Upon condition that if the above named Harvey Underwood shall prosecute to effect a cause taken this day of appeal to the present term of the Circuit Court of Baldwin County, Alabama, from a judgment rendered against him in the Justice of Peace Court of J. S. Price, Precinct 14, Baldwin County, Alabama, in favor of M. E. Jackson by the said Justice of Peace Court for the said Precinct 14 of Baldwin County, for a cow and calf and costs, but if he fail in said appeal, shall pay such judgment as may be rendered against him by the said circuit court of Baldwin County, Alabama, then in either of said events this obligation shall be void, otherwise to remain in full force and effect. And for the payment of the above bond we hereby waive our right of exemption to personal property under the Constitution and laws of the State of Alabama.

Given under our hands and seals, this the 26th day of January, 1937.

(SEAL) (SEAL) STAL

approved this The abid day of Jon. 1927, Jumitrice. S. Beat 14.

: . • filed Jan. 27, 1937. Q. S. Duck, Clerk.

SUMMONS and COMPLAINT. CORE PRINTING CO., BAY MINETTE. THE STATE OF ALABAMA, (Baldwin County. TO ANY LAWFUL OFFICER OF SAID COUNTY, GREETINGS: Summon Harvey Anderwood next, at my office in . Folge Baldwin County, Alabama, to answer the Complaint of M.E. Jackson and then and there make a return of this summons. Issued the ______ day of ______ 193.7 . Jerone Prie e-Justice of Peace. COMPLAINT Harving 11vs. Plaintiff Defendant The Plaintiff claims of the Defendant the sum of 2 herty. 9 Dollars the volue 00 M. Jackson Plaintiff's Attorney

Dhere by appaint Peter Pedigo spicial Constable to execute This process. Jecome Price. J.P. Jecot 14, Backwin Coale. ACCORDED. Duo b. Page 8 - 321 No.-Executed by personal service and notice of THE STATE OF ALABAMA, Garnishment Baldwin County. In the Justice Court of There eliented the within mint the having a copy of same ins The haves of the minhow mamiels Harvey Moderwood . This sta Term, 19___ _____ SUMMONS and COMPLAINT 11th day fannary 1937. Oter M. Godings Special Constables Beat # 14. this day of 19 Constable. D. C By Plaintiff ... vs Defendants. The Defendant is hereby notified that Writ of Garnishment has been served on appealed Filed this 2-7 day Jana 19.5 R.S. Ducic Clarkelionantes J. P. Location MOORE PRINTING CO., BAY MINETTE, ALA.

THE STATE OF ALABAMA, Baldwin County.

THE STATE OF ALABAMA, Baldwin County.
To Any Sheriff of the State of Alabama, Greeting:
You are hereby commanded, That of the goods and chattels, lands and tenements of
M25 Jackson Plaintiff in the suit,
you cause to be made the sum of Dollars,
costs of suit, created by said Plaintiff, for that, whereas, on the day of day of day of
of said County, against Harry mand
Defewdant
to the suit, the sum of Dollars,

besides _____ Dollars, costs of suit; upon which Judgment an Execution has been issued and returned by the Sheriff, "No property found."

ug AND HAVE YOU THAT MONEY ready to render to ______

Clerk of said Court, and make return of this Writ and the Execution thereof, according to law.

Witness my hand this _____ day of _____

				Raluci		-CI	erk	
CLERK'S FEES		Dollars	Cts	SHERIFF'S FEES	•		Dollars	Cts
For every Summons and Complaint Each copy thereof Entering a Sheriff's Return Docketing	\$1 25 30 20 25	-		For Levying an Attachment. Entering and Returning Attachment Summoning Carnishee Serving Summons on Writ	1	25 50 50		·
Entering Appearance Filing Every Order made in Court Copy thereof Every Trial with or without Jury	20 10 30 25 75	1.1	らて	Serving Notice Sci. Fa. Notice, etc Serving Subpoenas Empanelling Jury Entering and Returning Execution Collecting Costs Execution		65 65 75 25 50		
Entering up Judgment or copy thereof_ Issuing Execution Docketing Execution Entering Return on Execution	30 50 25 20		50	Executing a Writ of Possession Taking and Approving Bonds Commissions Sheriff's Commission for Property Sold	2	50 00		
Issuing Subpoenas Administering Oath Issuing Each Attachment Taking Bond Filing Attachment	30 25 1 00 10			Under Attachment Seizing Personal Property on Writ of Detinue	3	00	-	
Each Summons for Garnishee Each copy Notice to Deft. in Garnishee on Sum- mons and Copy, per 100 words Commissions to take Depositions or copy	50 50 20 75			RECAPITULATION Clerk's Fees Sheriff's Fees			6	30
Order to Execute Writ of Inquiry Copy of Interrogators, 15c per hundred words or Filing each Deposition and endorsing	30 50			Justice's Fees Witness Fees in Justice of Peace Court Constable's Fees			4	75.
same Final Record, per bundred words Every Certificate Taking Bond not otherwise provided for	20 15 50 75	4	1.	Commissioner's Fees Printer's Fees Witness Fees in Circuit Court				
Witness Certificates Continuance Certificate of Judgment Order of Publication	25 10 50 1 00	X		Former Clerk's Fee Stenographers's Fees Trial Tax		00 00	Z	0 .

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No.334 'clock Page COLLECTION COSTS FROM ΞH. THE STATE OF ALABAMA, Baldwin BALDWIN COUNTY TATE The State of Alabama, **CIRCUIT COURT** BALDWIN COUNTY artiso Ť I hereby certify that the within_____ County. and costs in this case are correct, and there was ALABAMA ----- waiver of exemption as to personal pro-Plaintiff__ perty under the Constitution and Laws of Alabama. ary This _____ day of _____ 193_. Defendant__ Clerk. Ъ **Civil Execution for Costs Against Plaintiff** Received in office August 22 Costs Mitt- WI Civil Fee Book Sheriff Execution Docket_____ Page_____ Unit 2/ 1937 Sheriff's Execution Docket, Page 29 Filed__ Clerk. Sheriff's Fee Book, _____ Page_____ Juspen 0 201937 Plaintiff's Attorney Verche, Hall -Sheriff in Baldiem levied Defendant's Attorney Ewinty M. N. Miller theiff

Form 41A Printed and	for sale by Moore Printing Go., Bay Minette, Ala,	and the second se	
ATTORNEYS	of Civil Cases from Justice's	Court of Jerome Pr	500
		CAUSE OF ACTION	County, Ala.
Beele & Hall for The Def	M.E. Jackson No	low & Calf.	ITEMIZED BILL OF COSTS JUSTICE'S FEES
no attorney for	Warney 11 1		Issuing Alion S
the Plaintiff	Harvey Underwood		Issuing Exactly for each witness 15
		<u>1</u>	taking answer Issuing Attack
			Garnishment Bond and Annuavit
TO BE A DESCRIPTION OF A D			Administering Oath on LG
· · · · ·	DISPOSITION	OF CASE	Certificate not otherwise provided for 25
Boi	nd and Affidavit Filed		BondBond
	nmons and Complaint Issued Ret.	1	Issuing Venire Facias
	Roth Executed by 10 4		
m Ja	a 21 st 1937. Came The eving the cuidence The intiff judgment for \$30 50 if the caw y	Veryo spisial Con	Making Return of Certiorari
the dea	eving the evidence The	a and after	CONSTABLE'S PROS
Pla	intiff judgment for	the Cour & a pp	Serving Summons on Each Witness 25 Serving Garnishment
er y	\$3000 of the saw +	calf could not	Levying Attachment under \$50.00
be.	recovered, against the	ADOLA. I I	Making Money, 3 per cent, not less than 75
	Juon	office A QA	Taking Bail or other like Notice
		0	Keeping Property Levied on 50 WITNESS' FEES
		G	Sarnishee's Fee
		. ¹	

LOAN NO.	et is Authority	Carl State of the State of the	APPLIC, NO.	COUNTY OR PARISH	Date Oredited
-	Indr.C		6000-1	Daldvin	
MATURITY DATE	No, B.	Pay Bor.	PRINCIPAL	INTEREST	OLASS AND /OR REMITTER
19 <i>1</i> , 1984		*	800.00	行吧	Victor Jurkiewicz & Son Summerdale, Ala.
OTAL AMT. REC'D		, 00 <u> </u>	. Mak		OVERPAYMENT REFUNDABLE
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