

DEMURRER TO COMPLAINT

Cora E. Trawick,	)	
	)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
	)	
-vs-	)	BALDWIN COUNTY, ALABAMA.
	)	
John Spader and	)	AT LAW.
Clara Spader,	)	
	)	
Defendants.	)	

Now comes the Defendants, John Spader and Clara Spader, each separately and severally and for demurrer to the Complaint filed herein by the Plaintiff, Cora E. Trawick, set down and assign separately and severally the following grounds, namely:

First: There is no actual consideration shown by the Complainant.

Second: The Complaint does not contain sufficient allegations necessary to show the Defendants what they are charged with.

Third: The Complaint is uncertain and indefinite in its allegations as to assignment of the alleged note and as to what the Defendants are charged with defending against.

Fourth: The Complaint does not show that the alleged note was signed for a specific valuable consideration.

Fifth: The allegations in the Complaint are vague, indefinite and uncertain.

The foregoing demurrers are filed to Paragraphs One, Two and Three of the said Complaint separately and severally.

Defendant demands a trial of said cause by Jury.

*Orvis M. Brown*  
Attorney for Defendants.

*Orvis M. Brown*  
ORVIS M. BROWN,  
Attorney for  
John Spader and Clara  
Spader.

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon JOHN SPADER and CLARA SPADER to appear within thirty 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 CORA E. TRAWICK.

WITNESS my hand this 14 day of December, 1938.

R. S. Duck  
Clerk.

By - Wallace Thompson,  
Deputy

CORA E. TRAWICK,

Plaintiff,

VS.

JOHN SPADER and CLARA  
SPADER,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

1. The Plaintiff claims of the Defendants TWO HUNDRED AND FIFTY-TWO (\$252.00) DOLLARS due on a promissory waive note, drawn by them on the 1st day of December, 1930, for the payment of Two Hundred and Fifty-two (\$252.00) Dollars to L. A. Trawick on or before the 1st day of April, 1934, by whom the said note was endorsed to the Plaintiff before maturity, for a valuable consideration, together with interest thereon at 8% per annum from date.

2. The Plaintiff claims of the Defendants TWO HUNDRED AND FIFTY-TWO (\$252.00) DOLLARS due on a Bill of Exchange, drawn by them on the 1st day of December, 1930, for the payment of Two Hundred Fifty-two (\$252.00) Dollars to L. A. Trawick, on or before the 1st day of April, 1934, by whom the said Bill was endorsed to the Plaintiff, before maturity, for a valuable consideration, together with the interest thereon at 8% per annum from date.

3. The Plaintiff claims of the Defendants the further and additional sum of ONE HUNDRED (\$100.00) DOLLARS, as a reasonable attorney's fee by her expended in this matter;

Which sums of money, with the interest thereon, are still due and unpaid.

Robert H. Duck  
Attorneys for Plaintiff.

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RECORDED  
INDEXED  
5-305

SUMMONS AND COMPLAINT

CORA E. TRAWICK,

Plaintiff,

VS.

JOHN SPADER and CLARA  
SPADER,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW.

Filed December 14, 1938  
R. S. DUCK

clerk, registry  
Deputy

22-  
Entered 22nd of Dec. 1938  
by serving copy of within Summons and  
Complaint on

John Spader & Clara  
Spader

Wm. O. McElwaine Sheriff  
By B. T. Hunter Deputy Sheriff

We the jury in the within case find  
for the plaintiff and fix the amount  
due on note at \$440 <sup>72</sup>/<sub>100</sub> and  
attorney fees at \$66 <sup>00</sup>/<sub>100</sub> Total  
\$506 <sup>72</sup>/<sub>100</sub>

Richard K. Smith  
Foreman

52m  
520-1

STATE OF ALABAMA)  
BALDWIN COUNTY )

FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that Whereas, L A Trawick, a single man, did by his mortgage deed dated November 19, 1927, and recorded in the office of the Judge of Probate of Baldwin County, Alabama on April 5, 1928 in Mortgage book #41 at pages 407-408 thereof, convey the premises described below to Baldwin County Building & Loan Association, a corporation, which is now the owner and legal holder of said mortgage the indebtedness secured thereby; and

WHEREAS, in and by said mortgage deed the grantee named therein was and is authorized and empowered upon any default in the payment of the indebtedness secured by said mortgage or any installment thereof, to sell the said property at public auction for cash after giving notice for thirty (30) days by advertisement once a week for three (3) consecutive weeks in any newspaper then published in Baldwin County, Alabama, and to make proper conveyance to the purchaser at said sale, such sale to be held during the legal hours of sale in front of the Court House door in Bay Minette, Baldwin County, Alabama, and,

WHEREAS there has been such default and notice has been published and a sale made, all as more particularly appears in and by the affidavits hereto subjoined;

NOW, THEREFORE, I, L A Trawick, a single man, by Herbert R Weston, the person appointed by the said Baldwin County Building & Loan Association as auctioneer and attorney for the purpose of making such sale, and, by virtue of said mortgage deed, the attorney for the said L A Trawick, by virtue and in execution of the powers contained in said mortgage deed as aforesaid do, in consideration of the sum of FOUR HUNDRED NINETY-TWO & 55/100 (\$492.55) DOLLARS in hand paid by Baldwin County Building & Loan Association, a corporation, (it being provided in the said mortgage, "at any sale under the powers herein the said Association, its agent or attorney, may bid for and purchase the said property the same as if a stranger hereto in which case the auctioneer conducting the sale is hereby authorized to execute proper conveyance."), the receipt of said sum being hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Baldwin County Building & Loan Association, its successors or assigns, all of the following described real estate in Baldwin County, Alabama, to-wit:-

Lot No. Three (3) in Block No. Five (5) in Robertsedale Heights subdivision of the Town of Robertsedale, Baldwin County, Alabama as platted and recorded.

together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, TO HAVE AND TO HOLD THE same FOREVER.

IN WITNESS WHEREOF, I, the said L A Trawick, by Herbert R Weston, his attorney in fact, have hereunto set my hand and seal this 31st day of October, 1932.

\$.50 U.S.I.R. Stamp attached.  
Cancelled L.T. 10-31-32.

L. TRAWICK (SEAL)  
by Herbert R. Weston (SEAL)  
His Attorney in fact

STATE OF ALABAMA)  
BALDWIN COUNTY )

I, Ora Sirmon, a Notary Public in and for said County and State, do hereby certify that Herbert R Weston, whose name as Auctioneer and Attorney for L A Trawick, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he in his capacity as Attorney for said L A Trawick, executed the same voluntarily and with full authority on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 31st day of October, 1932.

(SEAL).

Ora Sirmon, Notary Public.

CERTIFICATE.

STATE OF ALABAMA)  
BALDWIN COUNTY )

Herbert R Weston, being first duly sworn, on his oath deposes and says: That I have this day sold at public auction held by me in front of the Court House Door in Bay Minette, Baldwin County, Alabama, between the legal hours of sale, to-wit: at the hour of 12:00 Noon, for the sum of Four hundred ninety two & 55/100 (\$492.55) Dollars, the following described real estate in Baldwin County, Alabama, to-wit:

Lot No. three (3) in Block No. Five (5) in Robertsdale Heights subdivision of the town of Robertsdale, Baldwin County, Alabama, as platted and recorded.

That Baldwin County Building & Loan Association, a corporation, being the highest, best and last bidder, became the purchaser of said premises for the sum of Four Hundred Ninety two & 55/100 (\$492.55) Dollars, which sum so bid by it was paid in cash.

That the property was sold for and on account of L A Trawick, a single man.

Dated this 31st day of October, 1932.

Herbert R. Weston.

Subscribed in my presence and sworn to before me this 31st day of October, 1932.

(SEAL). Ora Sirmon, Notary Public.

NOTICE OF FORECLOSURE OF MORTGAGE AND SALE OF  
REAL ESTATE.

Default having been made in the payment of the indebtedness and in certain of the terms and conditions of the mortgage hereinafter mentioned and said defaults having continued for more than three (3) months, the undersigned Baldwin County Building & Loan Association, a corporation, on account of said defaults will proceed to foreclose that certain mortgage made to the said Baldwin County Building & Loan Association by L A Trawick, a single man, dated November 19, 1927, and recorded on April 5, 1928 in Book 41 of Mortgages at pages 407-408 thereof in the office of the Judge of Probate of Baldwin County, Alabama, by selling under and in pursuance of the powers of sale contained in said mortgage all of the real property described in and conveyed by said mortgage which said real property is situated in Baldwin County, Alabama, and is described as follows, to-wit:-

Lot No. Three (3) in Block No. Five (5) in Robertsdale Heights, Subdivision of the Town of Robertsdale, as platted and recorded.

The said sale will be held at public outcry for cash to the highest bidder and will be held and conducted during the legal hours of sale on the 31st day of October in front of the Court House door at Bay Minette, Alabama.

Dated this 27th day of September, 1932.

29-6-13.

BALDWIN COUNTY BUILDING AND LOAN ASSOCIATION  
owner of Mortgage and debt.  
by Lloyd A Magney, attorney.

AFFIDAVIT OF PUBLICATION.

I, V V Barchard, manager, Barchard Publishing Company of the Onlooker, published weekley at Foley, Ala., do solemnly swear that a copy of the above notice as per clipping attached, was published weekley in the regular and entire issue of said newspaper, and not in any supplement thereof, for 3 consecutive weeks commencing with the issue dated Sept 29, 1932 and ending with the issue dated Oct 13, 1932.

V V Barchard, Mgr.

Subscribed and sworn to before me  
this 25 day of Oct. 1932.  
(SEAL). Lloyd A Magney, Notary Public.

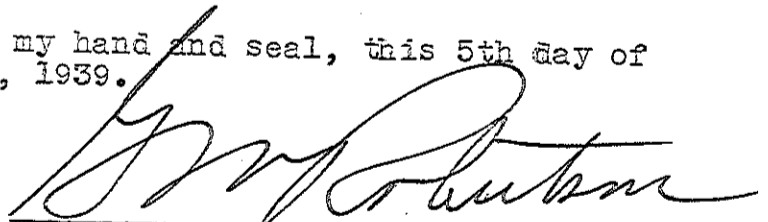
Filed for Record October 31, 1932 at 3:15 P.M.  
Recorded October 31, 1932.  
G W Humphries, Judge of Probate.

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STATE OF ALABAMA)  
BALDWIN COUNTY...)

I, G W ROBERTSON, Judge of Probate for said County, in said State, do hereby certify that the above and fore going constitutes a full, true, correct and complete copy of the above instrument, as the same appears of record in my office in Deed record Number 52, at pages 520 and 521 thereof.

Given under my hand and seal, this 5th day of  
April, A.D., 1939.



G W Robertson, Judge of Probate  
Baldwin County, Alabama.



KNOW ALL MEN BY THESE PRESENTS, that John Spader and Clara Spader herein after called Mortgagors, in consideration of the sum of Two hundred and fifty-two dollars, to them in hand paid by I. A. Trawick, called Mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said Mortgagee, his heirs and assigns forever, all

Lot Number three (3) in Block number five (5) in Robertsdale Heights subdivision in Robertsdale, Baldwin County, Alabama, according to the recorded plat thereof.

Together with all and singular the tenements, rights, privileges and appurtenances, to the said described premises in anywise belonging, TO HAVE AND TO HOLD the same forever.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said mortgagors shall well and truly pay to the mortgagee, I. A. Trawick on or before April 1st, 1934 plus interest thereon at the rate of eight per cent per annum, payable annually after the date hereof and shall also discharge all the duties imposed upon said mortgagee, by this mortgage, then these presents shall become void, otherwise to remain in full force.

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee we hereby authorized to sell said property, at auction, for cash, after giving notice by advertisement, once a week for three consecutive weeks, in any newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply first, to the payment of the costs of said sale, including a reasonable attorney's fee; second to the payment of said mortgage debt and any sums herein provided for, the balance, if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale and, in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor, and as his attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee, in the collection of said mortgage debt, or otherwise, by reason of any default on the part of the Mortgagor. Mortgagor covenants that they are well seized in fee simple of said property, that it is free from all encumbrances, that they will warrant the same to mortgagee, and to the purchaser thereof, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagor have hereunto set their hand and seal this 1st day of December, A.D. 1930

THE STATE OF ALABAMA  
Baldwin County.

John Spader (SEAL).  
Clara Spader (SEAL).

I, Geo. W. Morgan, Notary Public in and for said County and State, hereby certify that John Spader, whose name is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of December, 1930.

(SEAL).

THE STATE OF ALABAMA  
Baldwin County.

Geo W Morgan, Notary Public,  
My Commission Expires Aug 25, 1931.

I, Geo. W. Morgan, Notary Public in and for said County and State, do hereby certify that on the 1st day of December, 1930 came before me the within named Clara Spader, known to me to be the wife of the within named ..... who being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord, and without fear, con-

strains or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this  
1st day of December, 1930.

(SEAL).

Geo. W. Morgan, Notary Public,  
My commission expires Aug 25, 1931.

The State of Alabama      Probate Court  
Baldwin County.

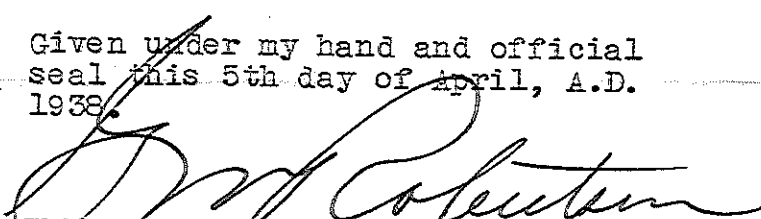
Filed in office this 5 day of Dec. 1930, at 3:00 PM and duly recorded  
in Mtg book No 49 page 408; and I certify that \$---cts 45 license or  
privilege tax, paid as required by an Act of the Legislature approved  
August 22, 1923; G W Humphries, Judge of Probate by J L Kessler, Clerk.

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State of Alabama )  
Baldwin County )

I, G W ROBERTSON, Judge of Probate for said County, in said  
State, do hereby certify that the above and foregoing const-  
itutes a full, true, correct and complete copy of the above  
instrument as the same appears on the records of my office  
recorded in Mortgage Record book Number 49 at page 408  
thereof.

Given under my hand and official  
seal this 5th day of April, A.D.  
1938.

  
G W Robertson, Judge of Probate  
Baldwin County, Alabama.



4777  
3558

STATE OF ALABAMA,  
COUNTY OF BALDWIN.

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, L A Trawick hereinafter called the Mortgagor for and in consideration that the BALDWIN COUNTY BUILDING AND LOAN ASSOCIATION, a body Corporate, hereinafter called the Association, has loaned to the Mortgagor the sum of Five hundred and no/100 Dollars (\$500.00) as an advance on ten shares of Installment Capital Stock of said Association held by the said L A Trawick and being desirous of securing the prompt payment of said sum, with the interest and premium the Mortgagor do by these presents, Grant, bargain, sell and convey unto the said Association, all that real estate situated in the County of Baldwin and State of Alabama, described as follows:

Lot number three (#3) in Block number five (#5) in Robertsdale Heights Subdivision of the town of Robertsdale, Baldwin County, Alabama as platted and recorded.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the same unto the said Association, its successors or assigns forever.

The Mortgagor hereby covenant with the said Association that he is seized in fee simple of the aforegranted premises, that it is free from all encumbrances, that he is in quiet and peaceable possession thereof, and mortgagor warrant and will forever defend the title to said property unto the said Association, and unto any purchaser at any sale under the power herein contained, their heirs, successors or assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS and these presents are upon the express condition that if the Mortgagor shall well and truly pay to the said Association at its office in Loxley, Ala. the sum of Five & no/100 dollars (\$5.00) per month on said shares of stock as dues and two thirds of one per cent per month on the amount of said loan as interest; said monthly payments due and payable on the first day of each month following the date hereof and delinquent if not paid by the fifteenth of the month, and to continue said monthly payments of dues and interest until said stock shall have reached the book value of fifty dollars per share as shown by the books of the Association, and if said Mortgagor shall further keep and perform all of the covenants and agreements herein contained, then these presents shall become null and void, otherwise to remain in full force and effect.

To secure compliance with the foregoing covenants and agreements, a note of even date herewith for the amount of said loan, payable to said Association is signed by the Mortgagor, and all rights of personal and Homestead exemptions is hereby waived by the Mortgagor.

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

The Mortgagor do hereby acknowledge that he is 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 agree to abide by said rules and regulations and all reasonable amendments and additions thereto duly adopted by the said Association.

Upon the happening of a default in the payment of the monthly dues, or interests hereinabove mentioned, or upon the happening of a default in the performance of any of the covenants and agreements herein contained, then and in that event the said Association may declare all of said indebtedness due and payable at once, and in which case, the Mortgagor do hereby vest the said Association with full power and authority to sell the said property at public outcry, in front of the Court House door of Baldwin County, Alabama, for cash, to the highest and best

bidder, after giving thirty days notice of the time and place of said sale by publication in three successive issues of a newspaper published in said County, and to make proper conveyance to the purchaser at said sale; or said Association, at its option, may foreclose either under the powers of sale herein contained or through proceedings in a court of Equity, and in either case the proceeds of sale shall apply, First, to the payment of the expenses of sale, including a reasonable attorney's fee; second, to the payment of the debt herein secured and all sums that may be due the said Association by virtue of the covenants and agreements herein contained, so far as the proceeds may go, and if there be a remainder, it shall be paid over to the Mortgagor, his heirs or assigns.

The Mortgagor further expressly agree and covenant with the said Association as follows:

1. To keep the buildings on or which may hereafter be erected on said property in good repair and well painted, and insured against fire and wind, in a company acceptable to said Association in a sum of not less than the mortgage debt herein secured or the insurance value of said buildings, by policies deposited with and made payable to the Association as its interest may appear.
2. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with all reasonable cost and other expenses connected therewith.
3. To pay all premiums on policies in advance and pay promptly all taxes before the same become delinquent, and properly assess the property hereinabove conveyed and to list the same separate and apart from any other property of the Mortgagor.
4. That in case of damage or destruction of any of said buildings by fire or wind, all of the indebtedness herein secured shall, at the option of the Association, mature, and the association is hereby authorized and empowered in such event to make all proofs of loss and adjustment of the insurance, and to do and perform all things necessary to the collection of the insurance, and to apply the proceeds of such insurance as a credit on said loan or in satisfaction thereof, if it shall be sufficient in amount, to credit same on or pay off any sum or sums due to the Association by virtue of any of the covenants and agreements herein contained, and if there be a remainder to pay over to the Mortgagor.
5. That if said association shall upon the happening of any default hereunder resort to litigation for the recovery of the sum or sums hereby secured, or employ an attorney to collect said sums, the Mortgagor will pay all reasonable costs, expenses and attorney's fees and any other sum or sums due said Association by virtue of the special liens herein declared, and said sums may be included in any judgment or decree rendered in connection with said litigation.
6. In the event of litigation arising over the title to or possession of said property, the Association may prosecute and defend said litigation, and for any sum or sums expended in this behalf, it shall have an additional lien secured by these presents on said property.
7. That if the said property be, or become encumbered by any lien or charge, of any kind which is prior hereto, then the Association may pay off said lien or charge, and for all sums expended in this behalf, it shall have an additional lien secured by these presents on said property.
8. If the Mortgagor fail to perform any of the duties herein specified or fail to keep the agreements and covenants herein made, the Association, at its option, may perform the same, and for any sum or sums expended in this behalf it shall have an additional lien secured by these presents on said property.
9. That all sums expended in the performance of any of the covenants and agreements herein contained by the Association shall bear interest at the rate of eight per cent per annum, from date of expenditure to the date of payment and be secured by an additional lien on said property.
10. That at any sale under the powers herein, the said Association its agent or attorney may bid for and purchase the said property the same as if a stranger hereto, in which case, the auctioneer conducting the sale is hereby authorized to execute proper conveyance.

IN WITNESS WHEREOF, have hereunto set his hand and seal this the 19th day of November, 1927.

L A Trawick.

(SEAL).

STATE OF TEXAS  
BEXAR COUNTY..

I, J E Bunkmeyers, a Notary Public in and for said State and County, hereby certify that L A Trawick, whose name is 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, he executed the same voluntarily on the day the same bears date.

Given under my hand, this the 19th day of November, A.D., 1927.

(SEAL).

My Commission Expires 6-1-29.

J. E. Bunkmeyers,  
Notary Public.

I hereby certify that the mortgage or privilege tax on within instrument was paid by the lender or creditor.

Baldwin County Building & Loan,  
by J L Kessler.

The State of Alabama, Probate Court  
Baldwin County.

Filed in office this 5 day of April, 1928, 8 AM and duly recorded in Mtg book No. 41 pages 407-8; and I certify that \$ cts license or privilege tax, paid as required by an act of the legislature, approved September 14, 1923; and \$ cts 75 License or privilege tax, paid as required by an act of the Legislature, approved August 22, 1923.

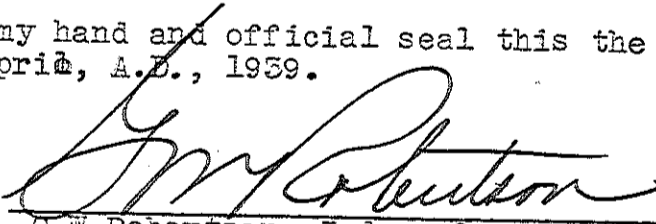
G W Humphries, Judge of Probate  
by J L Kessler, Clerk.

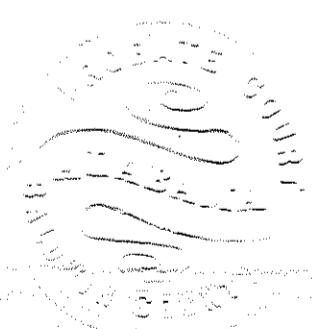
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STATE OF ALABAMA)  
BALDWIN COUNTY )

I, G W ROBERTSON, Judge of Probate for said County, in said State, do hereby certify that the above and foregoing constitutes a full, true, correct, and complete copy of the above instrument as the same appears of record in my office in Mortgage Record Number 41 at pages 406-407 and 408 thereof.

Given under my hand and official seal this the  
5th day of April, A.D., 1939.

  
G W Robertson, Judge of Probate,  
Baldwin County, Alabama.,



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Cora E. Trawick,  
Plaintiff,

vs,

John Spader and Clara  
Spader,  
Defendants.

IN THE CIRCUIT COURT\*LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the defendants and for plea to the Complaint, and each count thereof, separately and severally, say:-

First;

That the allegations contained therein are untrue.

Second:

That there was no consideration in and for said demands mentioned therein.


Third:

That at the time of the alleged transfer to the plaintiff, the note mentioned in the complaint was worthless and the plaintiff had notice of the same.

Fourth:

That the Note sued on in said Complaint was given by the Defendants to L. A. Trawick. The said L. A. Trawick owned a home in Robertsdales, Alabama, which was mortgaged to Baldwin County Building & Loan Association, mortgage dated November 19th, 1927, and recorded probate records of Baldwin County in Book 41 of Mortgages at page 407-8, that L. A. Trawick was about to be foreclosed on this mortgage, and approached the Defendants to take over this property and execute to him a Second mortgage and Note, and if they John Spader and Clara Spader, saved the property from Foreclosure by the Building and Loan Association, then the Mortgage and Note to L. A. Trawick, was to be paid, and if the property was foreclosed by the Baldwin County Building and Loan Association then the Mortgage and Note executed by John Spader and Clara Spader was to be returned to them. Upon this agreement the Defendants executed the Second Mortgage to L. A. Trawick, and a Note, the Note now in question, the Second Mortgage being recorded in Volume 49 of Mortgage at page 408, bearing date of December 1st, 1930 and recorded on December 5th, 1930, in the Probate Records of Baldwin County, Alabama. Further that on October 31st, 1932, Baldwin County Building & Loan Association foreclosed the mortgage executed by L. A. Trawick, which Foreclosure Deed is recorded in the Probate Records of Baldwin County, Alabama, in Volume 52 of Deeds page 520-52k. And further that L. A. Trawick never redeemed this property, and that the Complainant in this action Cora E. Trawick, had full knowledge and notice of the complete transaction.

It was understood and agreed by and between L. A. Trawick, and the Defendants, that there was not to be any liability on the Mortgage and Note, should they fail to save the property from foreclosure, and the Defendants failed to save the property from foreclosure, and the Mortgage was foreclosed two years before the due date of the Mortgage and Note. The Defendants notified L. A. Trawick that they could not save the property from foreclosure, and ask that he take possession of the property and surrender to them the Mortgage and note.

  
Attorney for Defendants.

Cora E. Fawcett  
Plaintiff

<sup>vs</sup>  
John Spence et al  
<sup>Def</sup>

Now comes The Plaintiff and demands to  
plead ~~pleas~~ <sup>pleas</sup> ~~pleas~~, third and fourth, separately  
and severally, and for grounds thereof says:

1. That said plea states no defense to  
Plaintiff's cause of action
2. That said plea fails to set out when  
there was no consideration for execution of  
said note.
3. That said plea does not state when the  
said note was written.
4. For aught that appears the Plaintiff had  
no notice of facts and matters alleged in  
said plea.

S.

Robert Hall  
Atty for Plaintiff

RECORDED

Will appear at  
O'Driscoll  
blind

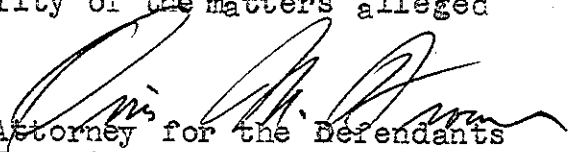
ANSWER

CORA E. TRAWICK,  
PLAINTIFF,

VS.

JOHN SPADER AND  
CLARA SPADER,  
DEFENDANTS

The defendants for answer to the complaint  
saith that they are not guilty of the matters alleged  
therein.

  
Attorney for the Defendants  
John Spader and Clara Spader.

RECORDED

Filed Sept. 11, 1939.  
R. S. Buck Circuit Clerk  
By: Marshall Thompson, Deputy

488

THE STATE OF ALABAMA,  
Baldwin County.

No. 488

CIRCUIT COURT

May Term, 1934

To Any Sheriff of the State of Alabama, Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of

-----  
 you cause to be made the sum of Twenty Five + 40/100 (\$25<sup>40</sup>) Dollars,  
 costs of suit, created by said Plaintiff-----, for that, whereas, on the 10<sup>th</sup> day of  
April-----1940, the said Plaintiff-----recovered by the Judgment of the said Circuit Court  
 of said County, against John Spahr & Clara Spahr-----  
 -----Defendant-----

to the suit, the sum of \$506.72 Dollars,  
besides Twenty-Five & 40/100 Dollars, costs of suit;  
upon which Judgment an Execution has been issued and returned by the Sheriff, "No property found."

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 20 day of May 1981

R. S. Dyer Clerk

[illegible]

THE STATE OF ALABAMA,  
Baldwin County.

By virtue of the within execution, I have at -----

o'clock, ----- M., this ----- day of ----- 193----- levied

Returned this 26th day of June 1941  
no property of the Plaintiff found in  
Baldwin County

W.R. Stuart Sheriff  
By M.B. Hamilton Deputy Sheriff.

Sheriff

COLLECTION COSTS FROM

The State of Alabama,  
BALDWIN COUNTY

I hereby certify that the within  
and costs in this case are correct, and there was  
waiver of exemption as to personal prop-  
erty under the Constitution and Laws of Ala-  
bama.

This ----- day of ----- 193-----  
Clerk.

Received in office -----

193-----

Sheriff

Sheriff's Execution Docket, Page -----

Sheriff's Fee Book, Page -----

No. 488 Page -----

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Cora Branch,

Plaintiff --

vs.

John Spader & Clara

Spader

Defendant --

Civil Execution for Costs  
Against Plaintiff

Costs ----- \$ 25.40

Civil Fee Book ----- Page 488

Execution Docket ----- Page 11

Filed May 20, 1941  
R.S. Duck Clerk.

Bucke & Hall

Plaintiff's Attorney

Orrin M. Brown

Defendant's Attorney

Received in Sheriff's Office

this 20 day of May, 1941

W. R. STUART, Sheriff

A.M. Hale

\$ 252.00

ROBERTSDALE, ALA.,

September 1st 1930.

192

On or before April 1st 1934

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

Order of L.A. Trawick

Two Hundred and Fifty-two - - - - -  
Plus interest at 8% per annum due and payable annually after date. DOLLARS  
For value received. Payable at the ROBERTSDALE STATE BANK, Robertsdale, Alabama.

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 the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

John Spader  
Clara Spader

DUE

The Court Charge the jury  
that if they believe the  
evidence in this case  
you should find for the  
Plaintiff  
Given  
J. M. Hare  
Judge

CIVIL SUBPOENA—ORIGINAL—In case witness shall wish to charge for attendance, he shall produce to the Clerk in term this Subpoena, or within five days after adjournment of Court, else he will be barred  
Moore Printing Co. Bay Minette, Ala.

THE STATE OF ALABAMA, Baldwin County.  
TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETINGS:

S. D. Page No. \_\_\_\_\_ CIRCUIT COURT  
Case No. 488 Spring Term, 193 9

YOU ARE HEREBY COMMANDED TO SUMMON

George W. Martin  
out of State

if to be found in your County, at the instance of the Defendant  
to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof,

by 8:30 o'clock of the forenoon, on the 14th day of April 193 9, and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to say, in a certain

cause pending, wherein Cora E. Newick Plaintiff and John Spader Defendant.  
Herein fail not, and have you then and there this Writ.

Given under my hand and seal, this 4th day of April 193 9

J. M. Hare  
Clerk - register  
Deputy

THE STATE OF ALABAMA  
BALDWIN COUNTY

S.D. Page No. ....

CIRCUIT COURT

Case No. 488

Spring

Term, 1939

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon George W. Martin (7 Hope),  
O. K. Cummings (7 Hope).

if to be found in your County, at the instance of the Defendant  
to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof,  
by 8:30 o'clock of the forenoon, on the 14th day of April 1939  
and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to  
say, in a certain cause pending, wherein Core E. March Plaintiff  
and John Spader Defendant.

Herein fail not and have you then and there this Writ.

Given under my hand and seal, this 4th day of April 1939

R. S. DUCH

Clerk.

By

Walter Thompson

Received in office this 5<sup>th</sup> day of

April

1939

W.R. Stuart

Sheriff.

I have executed this writ by

Serving a copy of  
this writ on  
O. K. Cummings  
4-6-39

W.R. Stuart

Sheriff.

B.K.

ORIGINAL

No. 488

Page

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Cora E. Newick

Plaintiff

VS.

John Spader

Defendant

CIVIL SUBPOENA

Issued this 4<sup>th</sup> day of

April

1939

Thelma Thompson

Clerk.

CIVIL SUBPOENA—ORIGINAL—In case witness shall wish to charge for attendance, he shall produce to the Clerk in term this Subpoena, or within five days after adjournment of Court, else he will be barred.

Gill Ptg. & Sta. Co., Mobile—Re-Order No. 720

THE STATE OF ALABAMA

BALDWIN COUNTY

S.D. Page No. ....

Case No. 488

CIRCUIT COURT

Spring Term, 1940

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon

O. H. Cummings

if to be found in your County, at the instance of the Defendant

to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof,

by 8:30 o'clock of the forenoon, on the 10 day of April 1940

and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to

say, in a certain cause pending, wherein Cora E. Trammick Plaintiff

and John Spader, et al Defendant.

Herein fail not and have you then and there this Writ,

Given under my hand and seal, this 28 day of April 1940

R. S. Deuch

Clerk.

Received in office this 28<sup>th</sup> day of

March

1940

W.R. Stuart  
(mmk) Sheriff.

I have executed this writ

4-5-40

O. K. Cummings York

ORIGINAL

No. 488

Page

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Coro. E. Thammich

Plaintiff

VS.

John Spader, et al.

Defendant

CIVIL SUBPOENA

Issued this \_\_\_\_\_ day of

193

Clerk.

W.R. Stuart  
B.F. Mearns 1938

Sheriff.

THE STATE OF ALABAMA

BALDWIN COUNTY

S.D. Page No. ....

Case No. 488

CIRCUIT COURT

Fall Term, 1939

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon

O. K. Cummings

Geo Morgan

if to be found in your County, at the instance of the Defendant

to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof,

by 10 o'clock of the forenoon, on the 11 day of September 1939

and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to

say, in a certain cause pending, wherein Cora E. Dransich Plaintiff

and John Spader, et al Defendant.

Herein fail not and have you then and there this Writ.

Given under my hand and seal, this 30 day of Aug 1939

H. C. Dyer

Clerk.

Handwritten Signature

Received in office this 31<sup>st</sup> day of

Aug 1937

W.R. Stuart  
Sheriff.

I have executed this writ

O.K. Cummings 5-39  
Geo Morgan 9-5

W.R. Stuart  
B.H.  
Sheriff.

(Fairhope)

ORIGINAL

No. 488 Page

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

Cora E. Granich,

Plaintiff

VS.

John Spader, and  
Clara Spader

Defendant

CIVIL SUBPOENA

Issued this \_\_\_\_\_ day of

1937

R. S. DUCK

clerk, - regular

By \_\_\_\_\_

Deputy Clerk.

Deputy

THE STATE OF ALABAMA }  
BALDWIN COUNTY

S.D. Page No. ....

CIRCUIT COURT

Case No. 488

Fall Term, 1939

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon

O. H. Cummings

Geo Morgan

if to be found in your County, at the instance of the Defendant

to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House thereof,

by 10 o'clock of the forenoon, on the 11 day of September 1939

and from day to day and term to term of said Court until discharged by law, then and there to testify, and the truth to

say, in a certain cause pending, wherein Cora E. Dransich Plaintiff

and Jahn Spader, et al Defendant.

Herein fail not and have you then and there this Writ.

Given under my hand and seal, this 30 day of Aug - 1939

P. C. RYAN

Clerk.

Handbook Thompson