

# NOTE AND MORTGAGE

LOXLEY, ALA.

On 225 1947 January 13 I (or we) for value received, promise to pay to order of A. BERTOLLA & SONS Two Hundred Twenty-five and no/100 - Dollars

Payable at A. BERTOLLA & SONS' Office  
of LOXLEY, ALA.

To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I (or we) hereby convey unto said payee, its successors and assigns, the following personal property in Baldwin County, Alabama warranted to be the property of the maker and free and clear from any lien or encumbrance, viz.:

6 tons 4-10-7

My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 1947 and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or lien of other parties; or should maker become the subject of any bankruptcy or any receivership proceedings, or should payee deem itself insecure, then, in any of said events, all amounts due hereunder or secured hereby shall at once be due and payable and payee may take possession of and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon such terms, conditions and at such place or places as payee deems fit; should sale be public notice thereof shall be given for one day by posting written notice at the Court House door of Baldwin County; payee may bid and purchase property at any sale hereunder. The proceeds of any sale shall be applied, first, to the payment of all expenses and charges in connection with the enforcement hereof, preservation of said property or of title of payee, or for re-taking, holding, repairing and selling same, including a reasonable attorney's fee; second, to full payment of all amounts due payee, including all expenses and charges in connection with this instrument and the balance to be paid to maker.

The parties to this instrument, whether maker, indorser, surety or guarantor, each for himself, hereby severally agrees to pay all amounts due hereunder and secured hereby and as to such debts, or any renewal thereof, waives all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and each severally agrees to pay all costs of collecting, or securing, or attempting to collect or secure, such debts, including reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and each of them 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.

Witness own hand and seal this 13th day of January 1947

WITNESSES:

Adrian Bertolla  
M.C. Guicciardi

Edith Crum SEAL

ADDRESS

No.

AFFIDAVIT OF V. A. BERTOLLA

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

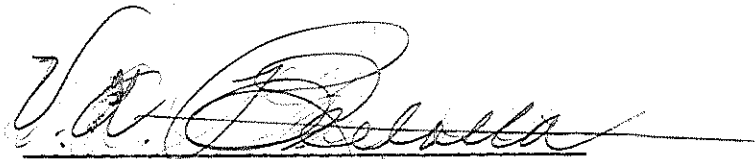
V. A. BERTOLLA, first being duly sworn, deposes and aays as follows:

My name is V. A. BERTOLLA; I am connected with the firm of A. BERTOLLA & SONS, the plaintiff in the case of A. BERTOLLA & SONS VS: EDDIE CRANDEL; on 12th day of February, 1947, EDDIE CRANDEL signed a note in favor of A. BERTOLLA & SONS in the amount of TWO HUNDRED TWENTY-FIVE & 00/100 DOLLARS (\$225.00), plus interest at 6% from date of execution, and was secured by the following described property, to wit:

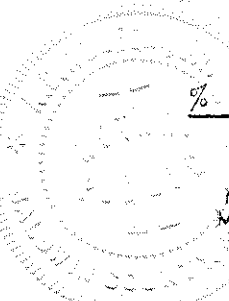

6 tons 4 - 10 - 7 fertilizer.

Said note waives all right of exemption under the constitution and laws of the State of Alabama, or a ny other state, as to personal property.

Said note also provides for a reasonable attorney's fee, Forest A. Christian, Foley, Alabama, Attorney, has been employed in this case.

  
V. A. Bertolla, Affiant

Sworn to and subscribed before me,  
a Notary Public in and for Baldwin  
County, Alabama, this the 23rd  
day of January, 1952.

  
%   
Notary Public  
Notary Public, State of Alabama at Large  
My commission expires April 14, 1952.  
Bonded by Employers Liability Assurance  
Corporation

AFFIDAVIT OF FOREST A. CHRISTIAN


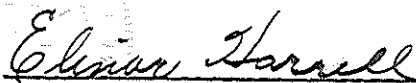
THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

FOREST A. CHRISTIAN, first being duly sworn, deposes and says as follows:

I am a duly licensed practicing attorney in Foley, Alabama, and I am familiar with the fees charged by attorneys at law in the Circuit Court of Baldwin County, Alabama. I represent the plaintiff in the case of A. BERTOLLA & SONS VS: EDDIE CRANDEL, and I believe that \$50.00 is a reasonable attorney's fee in this case.

  
FOREST A. CHRISTIAN

Sworn to and subscribed before me,  
a Notary Public in and for Baldwin  
County, Alabama, this the 25  
day of January, 1952.

  
  
Notary Public

MOTION FOR JUDGMENT BY DEFAULT

A. BERTOLLA & SONS,

PLAINTIFF

VS:

EDDIE CRANDEL,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Comes the Plaintiff by its attorney, and moves the Court to render Judgment by Default in the amount of TWO HUNDRED TWENTY-FIVE & 00/100 DOLLARS (\$225.00), principal, plus accrued interest to date in the amount sixty-six & 00/100 dollars (\$66.00), plus attorney's fees in the amount of FIFTY & 00/100 DOLLARS (\$50.00), for a total of THREE HUNDRED FOURTEEN & 00/100 DOLLARS (\$314.00), against the defendant.

There is attached and made a part of this Motion for Judgment by Default, an affidavit of a competent witness sworn to before a notary public, together with the original note.

*Arnell C. Christy*  
Attorney for Plaintiff

RECORDED

MOTION FOR JUDGMENT BY DEFAULT

A. BERTOLLA & SONS,

PLAINTIFF

VS:

EDDIE CRANDEL,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

FILED

JAN 26 1952

ALICE J. DUCK, Clerk

# SUMMONS

THE STATE OF ALABAMA, )  
 )  
BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

YOU ARE HEREBY COMMANDED to summon EDDIE CRANDEL, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed against the said EDDIE CRANDEL in the Circuit Court of Baldwin County, Alabama, at Bay Minette, by A. BERTOLLA & SONS.

WITNESS my hand this the 3<sup>rd</sup> day of October, 1951.

Arvid F. Herck  
Clerk

*////.*

COMPLAIN T

A. BERTOLLA & SONS,

PLAINTIFF

VS:

EDDIE CRANDEL,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The Plaintiff claims of the Defendant the sum of TWO HUNDRED TWENTY FIVE & 00/100 DOLLARS (\$225.00), due by note and mortgage made by him on the 13th day of February, 1947, and payable on demand, with interest thereon at the rate of six per cent (6%) per annum, from date until paid.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be \$50.00, and said note also waives all right of exemption under the Constitution and Laws of the State of Alabama, or any other state, as to personal property.

James W. Chuska  
Attorney for Plaintiff

The Defendant lives near "Syrup Alley", which is near a filling station north of Daphne on Highway 89, or between Daphne and Bridgehead, North of Jackson's Oak.

TAYLOR WILKINS, Sheriff

*Dec 7* 1951  
Serving copy of within Summons and  
complaint on

*Eddie Crandel*

*Taylor Wilkins* Sheriff  
*H. F. Hall* Deputy Sheriff

RECORDED

SUMMONS AND COMPLAINT

A. BERTOLIA & SONS,

PLAINTIFF

VS:

EDDIE CRANDEL,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

FILED

OCT 22 1951

ALICE J. BUCK, Clerk

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LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA