

466

The State of Alabama, Baldwin County

CIRCUIT COURT, IN EQUITY

EVA RAY BUSH

Complainant

vs.

FRED BUSH

Respondent

This cause coming on to be heard was submitted upon Bill of Complaint, Decree Pro Confesso on personal service and Testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Complainant is entitled to the relief prayed for in said bill.

It is therefore ordered, adjudged and decreed by the Court that the bonds of matrimony heretofore existing between the Complainant and Defendant be, and the same are hereby, dissolved, and that the said EVA RAY BUSH is forever divorced from the said

FRED BUSH

for and on account of desertion. The Complainant is given the right to use her maiden name of Eva Ray Price and the absolute custody and control of Dorothy Bush, the custody of Fred Mason Bush and Eugene Bush remaining with the Respondent, all subject to the further orders of the Court, with the privilege of the children to visit between themselves at any time.

It is further ordered, adjudged and decreed that neither party to this suit shall again marry except to each other until sixty days after the rendition of this decree, and that if appeal is taken within sixty days, neither party shall again marry except to each other during the pendency of said appeal.

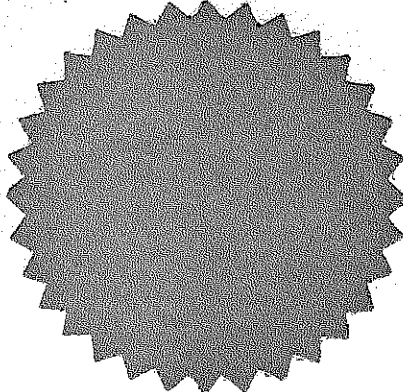
It is further ordered that Eva Ray Bush be, and she is hereby permitted to again contract marriage upon the payment of the cost of this suit.

It is further ordered that Eva Ray Bush the complainant pay the cost herein to be taxed, for which execution may issue.

This 13th day of September, 1938

J. M. Hare Judge Circuit Court, in Equity.

I, Register of the Circuit Court for Baldwin County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in the above stated cause, which said decree is on file and enrolled in my office.



Witness my hand and seal this the day of 19

Register of Circuit Court, in Equity.

The State of Alabama, {
Baldwin County

CIRCUIT COURT

To GERTRUDE BANKESTER,

KNOW YE: That we, having full faith in your prudence and competency, have appointed you Commissioner, and by these presents do authorize you, at such time and place as you may appoint, to call before you and examine Eva Ray Bush and Amanda M. Price

as witnesses in behalf of Complainant. in a cause pending in our Circuit Court of Baldwin County, of said State, wherein

EVA RAY BUSH,

Complainant

and FRED BUSH,

Defendant,

on oath to be by you administered, upon them to take and certify the deposition of the witnesses and return the same to our Court, with all convenient speed, under your hand.

Witness 21 / 3 day of September 19 38

R. S. Duck,

REGISTER

By: Sanford Hanger
Deputy-Register.

COMMISSIONER'S FEE, \$ _____

WITNESS' FEES, \$ _____

BILL OF COMPLAINT

EVA RAY BUSH,

Complainant

-VS-

FRED BUSH,

Respondent.

IN THE CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA.

IN EQUITY.

To THE HONORABLE P. W. HARR, Judge of the Circuit Court of
Baldwin County, Alabama, in Equity:

Comes your complainant EVA RAY BUSH and presents this her
bill of complaint against FRED BUSH and shows unto your Honor as
follows:

FIRST: Your Complainant and the Respondent, Fred Bush,
are both over the age of twenty-one years and your complainant and
the Respondent are both bona fide residents of the State of Alabama
and County of Baldwin at the time of the separation and have been
for a period of two years next prior to the filing of this bill of
complaint; That the Respondent resides at Bay Minette, Alabama.

SECOND: Your Complainant and the said Fred Bush were law-
fully married at Bay Minette, Alabama on October 7th, 1928 and lived
together as man and wife until on or about the 12th day of March
1935, and further that there were born of the said marriage to the
Complainant and Respondent three children whose names and ages are
as follows:

Fred Mason Bush, age 15 years, a boy
Eugene Bush , age 13 years, a boy
Dorothy Bush , age 7 years, a girl

and at this time both the boys named herein are residing with the
Respondent and the girl named herein is residing with your Complain-
ant and they have so resided during the continuance of the separa-
tion.

THIRD: Your Complainant further shows unto your Honor
that during the month of March 1935 your Respondent did voluntarily
and without any cause or fault on the part of your Complainant desert
your Complainant and which offense she has not condoned and she
will not condone and that he has never returned to your Complainant
nor co-habited with her as husband and wife from this 12th day of

March, 1935 to the date of the filing of this bill, said abandonment by the Respondent continuing for more than two years next preceding the filing of this bill.

PRAYER FOR PROCESS

THE PREMISES CONSIDERED, Complainant prays that the said Fred Bush be made a party to the bill of complaint, that he ^{be} brought into Court by personal service or any method approved and adopted by this Honorable Court directing him to plead, answer or demur to the allegations as set out against him in the said bill of complaint as filed in this cause in all respects as required under law and rules of this Honorable Court.

PRAYER FOR RELIEF

And your Complainant prays that upon the final hearing of this cause that this Honorable Court will grant to her an absolute divorce dissolving entirely the bonds of matrimony now existing between her and the said Fred Bush and granting her the right to use her maiden name of Eva Ray Price, ^{and granting her the absolute control and custody of Dorothy Bush, age 7 years, with the right and privilege to visit with the other two children at any time that the child Dorothy Bush may desire, and granting unto the Respondent the control and custody of the two boys named Fred Mason Bush and Eugene Bush with the right of the children to visit with the Complainant at any time that they desire and your Complainant prays for such other and further relief as in equity and good conscience she may be entitled to in the premises, for which she will ever pray.}

Eva Ray Bush
Complainant.

Wm. H. Brown
Solicitor for Complainant.

FOOTNOTE: The Respondent is required to answer but not under oath the same being expressly waived, as to each and every paragraph of the foregoing complaint numbering from one to three both inclusive.

Eva Ray Bush
Complainant

Wm. H. Brown
Solicitor for Complainant.

BILL OF COMPLAINT

EVA RAY BUSH,

Complainant

-VS-

FRED BUSH,

Respondent.

IN THE CIRCUIT COURT OF BALDWIN COUNTY,

ALABAMA.

IN EQUITY.

To THE HONORABLE F. W. HARE, Judge of the Circuit Court of
Baldwin County, Alabama, in Equity:

Comes your complainant EVA RAY BUSH and presents this her bill of complaint against FRED BUSH and shows unto your Honor as follows:

FIRST: Your Complainant and the Respondent, Fred Bush, are both over the age of twenty-one years and your Complainant and the Respondent are both bona fide residents of the State of Alabama and County of Baldwin at the time of the separation and have been for a period of two years next prior to the filing of this bill of complaint; That the Respondent resides at Bay Minette, Alabama.

SECOND: Your Complainant and the said Fred Bush were lawfully married at Bay Minette, Alabama on October 7th, 1922 and lived together as man and wife until on or about the 12th day of March 1935, and further that there were born of the said marriage to the Complainant and Respondent three children whose names and ages are as follows:

Fred Mason Bush, age 15 years, a boy
Eugene Bush , age 13 years, a boy
Dorothy Bush , age 7 years, a girl

and at this time both the boys named herein are residing with the Respondent and the girl named herein is residing with your Complainant and they have so resided during the continuance of the separation.

THIRD: Your Complainant further shows unto your Honor that during the month of March 1935 your Respondent did voluntarily and without any cause or fault on the part of your Complainant desert your Complainant and which offense she has not condoned and she will not condone and that he has never returned to your Complainant nor co-habited with her as husband and wife from this 12th day of

March, 1935 to the date of the filing of this bill, said abandonment by the Respondent continuing for more than two years next preceding the filing of this bill.

PRAYER FOR PROCESS

THE PREMISES CONSIDERED, Complainant prays that the said Fred Bush be made a party to the bill of complaint, that he^{be} brought into Court by personal service or any method approved and adopted by this Honorable Court directing him to plead, answer or demur to the allegations as set out against him in the said bill of complaint as filed in this cause in all respects as required under law and rules of this Honorable Court.

PRAYER FOR RELIEF

And your Complainant prays that upon the final hearing of this cause that this Honorable Court will grant to her an absolute divorce dissolving entirely the bonds of matrimony now existing between her and the said Fred Bush and granting her the right to use her maiden name of Eva Ray Price, ^{and rights of remarriage,} and granting her the absolute control and custody of Dorothy Bush, age 7 years, with the right and privilege to visit with the other two children at any time that the child Dorothy Bush may desire, and granting unto the Respondent the control and custody of the two boys named Fred Mason Bush and Eugene Bush with the right of the children to visit with the Complainant at any time that they desire and your Complainant prays for such other and further relief as in equity and good conscience she may be entitled to in the premises, for which she will ever pray.

Eva Ray Bush
Complainant.

Miss M. A. Aron
Solicitor for Complainant.

FOOTNOTE: The Respondent is required to answer but not under oath the same being expressly waived, as to each and every paragraph of the foregoing complaint numbering from one to three both inclusive.

Eva Ray Bush
Complainant

Miss M. A. Aron
Solicitor for Complainant.

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 FRED BUSH

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 Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

EVA RAY BUSH

against said FRED BUSH

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, R. S. Duck, Register of said Circuit Court, this 2 day of August, 1938.

R. S. Duck, Register

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

The State of Alabama, Baldwin County. } No. 466 CIRCUIT COURT IN EQUITY.

EVA RAY BUSH, Complainant

vs.

FRED BUSH, Defendant

In this cause it appears to the Register that a summons requiring the Defendant Fred Bush

to appear and demur, plead to or answer the Bill of Complaint in this cause within thirty days after the service of said Summons upon him was served upon him by the Sheriff of Baldwin County, Alabama, on the 2nd day of August 19 38

And the said Defendant having failed to demur, plead to or answer the said Bill of Complaint to this date, it is now, therefore, on motion of ORVIS M. BROWN, Solicitor for Complainant.

ordered and decreed that the said Bill of Complaint in this cause be and it hereby is in all things taken as confessed against the said

FRED BUSH,

Defendant aforesaid.

This 13 day of September 19 38

R. S. Duch Register.

by: Nathaniel Thompson, Deputy

STATE OF ALABAMA,

BALDWIN COUNTY.

Before me Wilson Hayes, a Notary Public, and for said County and said State, personally appeared, Ruth Howell, who is known to me, and who having been by me first duly sworn, deposes and says as follows:

I am personally acquainted with Fred Bush; I have known him for twenty years; I know that Fred Bush is a sober, industrious and peaceable citizen; I know of no reason why he should not be granted the right to re-marry.

Ruth Howell

Sworn to and subscribed before me on this the 10th day of
January, 1956.

Wilson Hayes
Wilson Hayes, Notary Public,
Baldwin County, Alabama

Reposition
5 parts
Fred Berk

Petition:

Ex parte

Fred Bush

RECORDED

Duck
7.575

No. 466

Page

The State of Alabama,
Baldwin County.

CIRCUIT COURT, IN EQUITY

EVA RAY BUSH,

Complainant.

vs.

FRED BUSH,

Respondent.

**DECREE PRO CONFESSO ON
PERSONAL SERVICE**

Issued ~~September 30~~ / 3 / 19 38

Register.

Moore Printing Company, Bay Minette, Ala.

RECORDED

7.5.17

Benjaminette

Serve On

Circuit Court of Baldwin County
IN EQUITY

No. 466

Summons

Eve Ray Bush,

Complainant,

VS.

Fred Bush,

Respondent

Solicitor for Complainant

Page

Recorded in Vol.

(195)

THE STATE OF ALABAMA,
Baldwin County

Received in office this 2nd

day of August, 1938
Myrtle Watkins

Sheriff.

Executed this 13th

day of

August, 1938
by leaving a copy of the Summons with
Fred Bush

Defendant

Myrtle Watkins
Sheriff

By *George D. McKeown*
Deputy Sheriff

RECORDED 5/7/18

Bill of Complaint

Filed August 2, 1935
R. S. Duck, Reporter

March, 1935 to the date of the filing of this bill, and abandonment by the Respondent continuing for more than two years next preceding the filing of this bill.

PRAYER FOR REDRESS

THE PETITIONER REQUESTS that the Court be made a party to the bill of complaint, that he be brought into Court by personal service or any method approved and adopted by this Honorable Court directing him to plead, answer or demur to the allegations as set out against him in the said bill of complaint and take of this Honorable Court.

PRAYER FOR RELIEF

And your complaint prays that upon the hearing of this cause that this Honorable Court will grant to the petitioner divorce dissolving entirely the bonds of matrimony existing between her and the said Fred Bush and granting her the right to her maiden name of Eva Ray Price, and granting her the absolute control and custody of the two boys named Fred Mason Bush and Eugene Bush with the right of the children to visit with the Respondent the privilege to visit with the other two children at any time that child Dorothy Bush may desire, and granting unto the Respondent the control and custody of the two boys named Fred Mason Bush and Eugene Bush with the right of the children to visit with the Respondent at any time that they desire and your complaint prays for such other and further relief as in equity and good conscience she may be entitled to in the premises, for which she will ever pray.

Filed August 21, 1935
R. S. D. Clerk, District Court

who

[Signature]
Complainant

[Signature]
Defendant

NOTE: The Respondent is required to answer but not under oath the same being expressly waived, as to each and every paragraph of the foregoing complaint numbering from one to three both inclusive.

[Signature]
Complainant

[Signature]
Defendant

NO. 575

Duffy

The State of Alabama
BALDWIN COUNTY
CIRCUIT COURT

EVA RAY BUSH,

Complainant.

vs. Complainant

FRED BUSH,

Respondent.

Defendant

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

WITNESSES:

RECORDED *Book 2-340*

No. Page

The State of Alabama
Baldwin County

In Circuit Court, In Equity

vs. Complainant.

Respondent.

DIVORCE DECREE

*Filed September 13, 1928
R. S. Dool, Register
By: Charles Thompson,
Deputy Register*

The State of Alabama }
 Baldwin County }

Circuit Court of Baldwin County, Alabama,
 (In Equity)

EVA RAY BUSH

COMPLAINANT

VS.

FRED BUSH

RESPONDENT

I, Getrude Bankester

as Register and Commissioner

have called and caused to come before me Eva Ray Bush and Amanda M. Price

witnesses named in the requirement for Oral Examination, on the 3rd day of September
 1938, at the office of Orvis M. Brown
 in Robertsdale, Alabama, and having first sworn said witnesses to speak the
 truth, the whole truth, and nothing but the truth, the said Eva Ray Bush and Amanda
M. Price doth depose and say as follows:

TESTIMONY OF EVA RAY BUSH

My name is Eva Ray Bush. I am the complainant in the above styled cause of action against Fred Bush. The Respondent and I are both residents of Baldwin County, Alabama, and have been for more than two years next prior to the filing of this bill of complaint. My residence is at Robertsdale, Alabama and the Respondent resides at Bay Minette, Alabama, in Baldwin County, and has been since our separation. We are both over the age of twenty years and were lawfully married at Bay Minette on October 7th, 1922 and lived together as man and wife until on or about March 12th, 1934 at which time the Respondent left me and has refused and still refuses to live with me and has not lived with or co-habited with me since that date. I have been at all times willing to accept him back but he refuses to return.

There were born to us of this marriage three children, Fred Mason Bush, age 15, a boy; Eugene Bush, age 13, a boy; and Dorothy Bush, age 7, a girl. Both of the boys have been with the Respondent since this separation and the girl Dorothy Bush has been with me since that time but the children have been permitted to visit back and forth with us at any time they desired. He has not contributed to my support in any way since our separation.

Eva Ray Bush

ORAL EXAMINATION

I, Gertrude Bankester as Register and Commissioner hereby certify that the foregoing deposition on Oral Examination was taken down in writing by me in the words of the witnesses and read over to them and they signed the same in the presence of myself and Orvis M. Brown at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness es or had proof made before me of the identity of said witnesses; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 13 day of September 19 38.

Gertrude Bankester (L. S.)

No. _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

VS.

COMPLAINANT

RESPONDENT

ORAL DEPOSITION

Filed September 13, 1938

P. S. Dault, Register.
RECORDED IN by: [Signature]
Record [Signature]

Vol. _____ Page _____

Register _____

TESTIMONY OF AMANDA M. PRICE

My name is Amanda M. Price. I am a resident of Robertsdale, Baldwin County, Alabama and am over the age of twenty years and have been a resident of Robertsdale exceeding five years next preceding this date. I know the complainant and the respondent and that they are both over the age of twenty one years, and that they were married on or about October 7th, 1922 and that they are both residents of Baldwin County, Alabama, and have been for two years next preceding this date. I know further of my own personal knowledge that there were born to them of this marriage three children, Fred Mason Bush, age 15, Eugene Bush, age 13 and Dorothy Bush, age 7. Fred Mason Bush and Eugene Bush, both boys, have been with Fred Bush since the time of the separation and the girl Dorothy Bush has been with their mother Eva Ray Bush since that time. They were separated on or about March 12th, 1935. The respondent Fred Bush has not contributed to the support of the complainant in any way since their separation and this separation was no fault of the complainant. The children have been permitted to visit between the father and mother at all times and the boys visit part time with the mother and the girl part time with the father and there has never been any objection raised about their visiting their mother or father.

Amanda M. Price

EVA RAY BUSH

FRED BUSH

vs.

THE STATE OF ALABAMA
Baldwin County

IN EQUITY
Circuit Court of Baldwin County

This cause is submitted in behalf of Complainant upon the original Bill of Complaint, _____

Decree pro confesso, personal service, testimony of Complainant
and Amanda M. Price

and in behalf of Defendant upon _____

R. S. Duck, Register.
By: Harold G. Youngman, Deputy
Deputy

STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY.

No. _____ **Spring** Term, 193**8**

EVA RAY BUSH _____, Complainant

Vs.

FRED BUSH _____, Defendant

To **Robert S. Duck** _____, Register :

In the above stated cause a Decree Pro Confesso having been taken against the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by *Orin M. Brown*

_____ Solicitors of record, now files with the Register of this Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.

Orin M. Brown
Solicitor for Complainant.

The State of Alabama, }
BALDWIN COUNTY.

No. 466 CIRCUIT COURT IN EQUITY.

..... EVA RAY BUSH, Complainant.....

vs.

..... FRED BUSH, Defendant.....

Motion is hereby made for a Decree Pro Confesso against

..... Defendant.....

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said Defendant.....; and that said summons was duly served according to law, and that said Defendant.....ha..... failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This ~~6th~~ 13 day of September 1938

..... ORVIS M. BROWN,
Solicitor.

Duck
7:574

No.

Page

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

EVA RAY BUSH,

Complainant.

Vs.

FRED BUSH,

Respondent.

MOTION FOR DECREE PRO
CONFESSO ON PERSONAL SERVICE

September 3rd, 1938

Filed 192

R. S. Duck

Register.

Recorded in Record,

Vol. Page

Register,

Duck
7:57 1/2

No. _____ Page _____

The State of Alabama,
Baldwin County.
CIRCUIT COURT, IN EQUITY

EVA RAY BUSH

Vs.

FRED BUSH

**REQUEST FOR DECREE IN
VACATION**

Filed September 13, 1935

R.S. Duck,
Register.

by: Pauline Thompson,
Deputy -

Recorded in _____ Record

Vol. _____ Page _____

Register.

RECORDED *Duch*
2-390

No. _____

The State of Alabama
BALDWIN COUNTY

IN EQUITY
Circuit Court of Baldwin County

EVA RAY BUSH

VS.

FRED BUSH

NOTE OF TESTIMONY

Filed in Open Court this 13

day of September 1935

R. S. Duch,
REGISTER

MOOSE PRINTING CO., 227 BINEYTS, ALA.
Wm. C. Ambler Thompson
Deputy

September 14th 1938

Received from Ovis M. Brown

Five and ⁷⁰/₁₀₀ Dollars

Commissioner's Fee - Bush - Bush

\$ 5.⁰⁰

Gertrude Bankister

462

IN THE MATTER OF THE MOBILE
BUSINESS WOMEN'S CLUB, INC.,
A CORPORATION:
PETITION OF P. D. BEVILLE, JR.

:
: IN THE CIRCUIT COURT OF
:
: BALDWIN COUNTY, ALABAMA.
:
: IN CHANCERY.
:

Humbly complaining, comes your petitioner, P. D. Beville, Jr., who is over the age of twenty-one (21) years, is a resident of Mobile County, Alabama, and is the bona fide owner of five (5) bonds of the par value of Ten and no/100 (\$10.00) Dollars each issued on the credit of the above named Mobile Business Women's Club, Inc., a corporation, hereinafter called the Club, and shows unto your Honor the following facts as a basis for the relief hereinafter prayed:-

FIRST

That on, to-wit, the 30th day of May, 1912, the Club was incorporated in the County of Mobile under the laws of the State of Alabama as a non-profit, non-capital stock corporation, the aims and purposes of which were, as set out in the articles of incorporation, to provide a place of rest and recreation for the business women of Mobile, and to purchase suitable property, build suitable dwelling houses thereon for the furtherance of this purpose.

SECOND

That a meeting of the members of the said Club was held in due form and in full compliance with law on the 10th day of September, 1912, for the purpose of authorizing said Club to borrow an amount of money not to exceed Forty-six Hundred and no/100 (\$4600.00) Dollars, and to execute a deed of trust covering the real property hereinafter described to secure the said

money so borrowed; That at said meeting a resolution was unanimously adopted, providing for the said loan and for the selection of a suitable trustee; That the authorized committee of said Club did arrange such loan and did select the trustee, naming as such the City Bank and Trust Company of Mobile, Alabama, a corporation chartered under the laws of the State of Alabama; That the said Club did, on the 1st day of November, 1912, execute to the said City Bank and Trust Company a trust deed, a true and correct copy of which deed is attached hereto, marked Exhibit "A", made a part hereof by reference, conveying the following described real property in the County of Baldwin, State of Alabama:-

Lots numbered One (1), Two (2), Three (3) and Four (4) in Block numbered Seven (7) in Magnolia Beach Addition to the Town of Fairhope, Alabama, as per map or plat thereof recorded in Miscellaneous Book numbered One (1), page numbered 236 of the Probate Records of Baldwin County, Alabama, it being expressly understood and agreed that this mortgage shall cover the building which the mortgagor is about to erect on said parcel of land in all respects as if said building was now erected and completed on said land.

TOGETHER with all and singular the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining; That said property was to be held in trust for the benefit of all of the owners of the bonds to secure which this mortgage is executed; That bonds were issued by said Club, said bonds being issued in the number of 460 to secure the sum of Forty-six Hundred and no/100 (\$4600.00) Dollars, each of said bonds being for the principal sum of Ten and no/100 (\$10.00) Dollars each (par value), and each paying interest at the rate of six per cent (6%) per annum; That the bonds owned by your petitioner are bonds of this issue, being the bonds which were numbered 375, 376, 377, 378, and 379; That the said Club did vest said trustee with full power and authority, upon default by said Club in the payment of the principal of said bonds when they fall due, or in the payment of the

interest coupons as they severally fall due, and after the continuance of said default for more than three months to pursue any of the methods of foreclosure therein set out, and to use the proceeds of such foreclosure to indemnify the holders of the said bonds.

THIRD

That the said trustee, the City Bank and Trust Company did become and has been for a period of more than twenty years insolvent and no longer continued to do business, either as a banking institution, or as a fiduciary, thereby leaving the trusteeship created by the said deed of trust vacant; and that although said trust deed hereinabove and before referred to did attempt to, and did, provide for the appointment of a new, succeeding or substitute trustee in the event of the death, removal or disability of the original trustee, no such trustee has been ever legally appointed by said Club, and that such trust deed no longer provides a practicable method of appointment since the said Club has long since ceased to exist as an entity capable of performing such act; That said bonds issued by said Club as security for the indebtedness incurred by them, and being secured on the property hereinbefore described, together with the improvements thereon, deeded to the said trustee for the benefit of said bondholders in the event of a default of the Club in the payment of either the principal sum or the interest secured thereby, have been in default for a period of more than twenty (20) years and that there is no suitable person to act in the capacity of trustee and protect the interests of said bondholders;

WHEREFORE, your petitioner humbly prays that Your Honor appoint, as required by law, some suitable person as new, substitute or succeeding Trustee to act in the place and stead of the said City Bank and Trust Company, which said institution has

gone out of existence and can no longer fulfill the duties required in said deed of trust; and that Your Honor will grant all such other, further and different relief to which your petitioner may in equity be entitled, the premises considered.

P. D. Beville Jr.
P. D. BEVILLE, JR.,
Petitioner.

George E. Stone Jr.
GEORGE E. STONE, JR.,
ATTORNEY FOR PETITIONER.

STATE OF ALABAMA,
COUNTY OF MOBILE.

Personally appeared before me, Oliver M. Drago
a Notary Public in and for said State and County, P. D. Beville, Jr., who, after being by me first duly sworn according to law doth depose and say that the facts alleged in the above and foregoing petition are true to his own personal knowledge, except those facts which are alleged on information and belief, and those he verily believes to be true.

P. D. Beville Jr.

Subscribed and sworn to before me this
9th day of August, 1938.

Oliver M. Drago
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

EXHIBIT "A"

WHEREAS a meeting of the members of the Mobile Business Women's Club, a corporation chartered under the laws of the State of Alabama, was held at Rooms 512-513 Van Antwerp Building, in the City of Mobile, Alabama, the usual meeting place of the said Club, on the 10th day of September, 1912, said meeting have been called and held in full compliance with the law in such cases made and provided, for the purpose of authorizing said Club to borrow a sum of money not exceeding Forty-six Hundred Dollars and to execute a deed of trust covering the real property hereinafter described to secure the money so borrowed; and

WHEREAS at said meeting a resolution was unanimously adopted providing for the borrowing of a sum not exceeding Forty-six Hundred Dollars at a rate of interest not exceeding Six per cent per annum, payable semi-annually, and authorizing and empowering the Board of Directors, styled the Governing Committee, of said Club to arrange the details of said loan, including the selection of a trustee, the preparation of a suitable deed of trust covering said property, and the preparation of suitable bonds with interest coupons attached to be secured by said deed of trust covering said property, and the arrangement of such other details as might be necessary fully and lawfully to effectuate said loan; and

WHEREAS in accordance with the authority granted at said meeting of the members of said Club, the Governing Committee of said Club has arranged for said loan by selecting as trustee to be named in said deed of trust the City Bank and Trust Company of Mobile, Alabama, a corporation chartered under the laws of the State of Alabama, and by preparing this deed of trust and the necessary bonds and coupons in accordance with the form of bond and coupon hereinafter set out in full; and

WHEREAS said Board of Directors, or Governing Committee, at a

meeting lawfully held on the _____ day of October, 1912, at Rooms 512-513 Van Antwerp Building, in the City of Mobile, Alabama, the usual meeting place of said Board or Committee, did accept and approve the deed of trust and bonds so prepared, which said deed of trust is this identical instrument, and did, by formal resolution, order that said deed of trust and bonds be executed by the name of the Mobile Business Women's Club being signed to said deed of trust and bonds by the President of said Club, and the same attested by the Secretary of said Club, and the name of the said Club to be signed to each coupon on each bond by printing the same thereon, and the execution of said deed of trust acknowledged by said President and said Secretary before a notary public; and

WHEREAS the form of bond accepted and approved by said Board of Directors or Governing Committee is in words and figures as follows:

(Face of Bond)

NO. _____

\$10.00

UNITED STATES OF AMERICA,
STATE OF ALABAMA,
MOBILE BUSINESS WOMEN'S CLUB,

First Mortgage Six Per Cent Gold Bond.

Total Issue \$4,600.00.

KNOW ALL MEN BY THESE PRESENTS, That Mobile Business Women's Club, a corporation chartered under the laws of Alabama, for value received, promises to pay to the bearer hereof, at the Banking House of the City Bank & Trust Company, at Mobile, Alabama, the sum of Ten Dollars in lawful gold coin of the United States of America, of the present standard of weight and fineness, on the date hereinafter specified, together with interest on the same from the date hereof at the rate of Six per cent. per annum, said interest being payable semi-annually at the same place as the principal hereof on the First day

of May and November in each year on the presentation and surrender of the coupons hereto attached as they severally become due.

This bond is one of a series of four hundred and sixty bonds numbered consecutively from 1 to 460, both inclusive, of even date herewith, uniform in all respects except as to number, date of maturity and number of coupons attached, and varying in these respects only as herein shown, all of said bonds and coupons being equally secured, without preference or priority of any kind, by a first mortgage of even date herewith executed by said Mobile Business Women's Club to said City Bank & Trust Company as Trustee. The bonds of this series numbered 1 to 115, both inclusive, mature and are payable on the 1st day of November, 1915; the bonds of this series numbered from 116 to 230, both inclusive, mature and are payable on the 1st day of November, 1916; the bonds of this series numbered 231 to 345, both inclusive, mature and are payable on the 1st day of November, 1917; and the bonds of this series numbered from 346 to 460, both inclusive, mature and are payable on the 1st day of November, 1918.

This bond is subject to redemption on the 1st day of November, 1913, or on any interest period thereafter, at 103 and accrued interest.

This bond shall be of no force and effect whatever until properly certified by said Trustee on the form of certificate on the back hereof; but when so certified it is hereby declared to be a valid negotiable obligation, transferable by delivery without endorsement or other written form of transfer.

IN WITNESS WHEREOF, Mobile Business Women's Club, in pursuance and under the authority of a resolution heretofore adopted by its members authorizing the execution of this bond, and of a resolution heretofore adopted by its board of Directors, styled its Governing Committee, providing for the method of executing this bond, has caused this bond to be executed in the City of Mobile, Alabama, by causing its President to sign its name hereto, and by

causing its Secretary to attest this bond and to affix hereto the corporate seal of Mobile Business Women's Club this the first day of November, 1912.

MOBILE BUSINESS WOMEN'S CLUB

By _____
President.

ATTEST:

Secretary.

(Form of Coupon on Bond)

Coupon

Mobile, Ala., November 1st, 1912. No. _____
Mobile Business Women's Club will pay to bearer on the first
day of _____ 191____, the sum of Thirty Cents at the banking
house of the City Bank & Trust Company, in the City of Mobile, Ala.,
being semi-annual interest then due on its first mortgage bond
No _____ MOBILE BUSINESS WOMEN'S CLUB. \$0.30

(Form of Trustee's Certificate).

The City Bank & Trust Company, the Trustee named in the deed of trust securing the within bond, does hereby certify that said bond is one of an issue of four hundred and sixty, numbered consecutively from one to four hundred and sixty, both inclusive, for Ten Dollars each, mentioned in and secured by said deed of trust.

In Testimony Whereof, said Trustee has caused this certificate to be executed at Mobile, Alabama, by causing its Trust Officer to sign its name hereto.

CITY BANK & TRUST COMPANY;

By _____
Trust Officer.

(Indorsement on outside of Bond)

No. _____

UNITED STATE OF AMERICA

STATE OF ALABAMA.

MOBILE BUSINESS WOMEN'S CLUB,

Mobile, Alabama.

First Mortgage

Six per cent Gold Bond.

\$10.00

Bonds dated November 1, 1912.

Principal of bonds numbered 1 to 115, both inclusive, due November 1, 1915; principal of bonds numbered 116 to 230, both inclusive, due November 1, 1916; principal of bonds numbered 231 to 345, both inclusive, due November 1, 1917; principal of bonds numbered 346 to 460, both inclusive, due on November 1, 1918.

Interest Payable

May 1st and November 1st.

Principal and interest payable at the Banking House of the City Bank & Trust Company, at Mobile, Alabama.

AND WHEREAS said bonds and their respective coupons have been duly executed in manner and form as hereinbefore fully and at length set out:

NOW, THEREFORE, Know All Men By These Presents, that the MOBILE BUSINESS WOMEN'S CLUB, of Mobile, Alabama, a corporation chartered under the laws of Alabama, for convenience hereinafter called the Club, in consideration of the premises and in further consideration of the sum of One Dollar to the Club in hand paid by the City Bank & Trust Company, of Mobile, Alabama, a corporation chartered under the laws of the State of Alabama, as Trustee, for convenience hereinafter called the Trustee, the receipt whereof is hereby acknowledged, and in order fully and effectually to secure the performance and execution of the trusts herein declared, does hereby grant, bargain, sell and convey to the said City Bank & Trust Company, as Trustee, and to its successors in the trust hereby created, all that tract of land in the town of Fairhope, County of

Baldwin and State of Alabama described as follows:

Lots numbered One (1), Two (2), Three (3) and Four (4) in Block numbered Seven (7) in Magnolia Beach Addition to the Town of Fairhope, Alabama, as per map or plat thereof recorded in Miscellaneous Book numbered One (1), page numbered 236 of the Probate Records of Baldwin County, Alabama, it being expressly understood and agreed that this mortgage shall cover the building which the mortgagor is about to erect on said parcel of land in all respects as if said building was now erected and completed on said land.

Together with all and singular the rights, members, privileges and appurtenances thereunto belonging or in any wise appertaining; to have and to hold the same unto the said Trustee, and to its successors and assigns forever:

IN TRUST, nevertheless, for the equal use, benefit and security of all and singular the persons, firms, corporations or associations which may from time to time be the lawful owners of any of said bonds to secure which this mortgage is executed, or any of the coupons annexed to said bonds, without any preference or priority as to security, lien or otherwise, in favor of one of said bonds as against the rest of said bonds, all of said bonds having been issued as of the same date and standing upon an exact parity one with another as to liens, security and otherwise except as to time of maturity, it being the true intent and meaning hereof that the security of this mortgage shall take effect as to each and all of said bonds from the day of date of this mortgage, and without any regard to the date of actual sale or negotiation of said bonds, and subject to all the trusts, covenants, conditions and stipulations in this mortgage contained.

Said Mortgagor and said Trustee hereby expressly covenant and agree as follows:-

1. Said bonds when properly executed by said Club in manner and form as hereinbefore shown shall be certified by said Trustee on the form of certificate on the back of each bond; and when so

certified, and only when so certified, said bonds are hereby declared to be the valid negotiable obligation of said Club, transferable by delivery without endorsement or other form of transfer; and the certificate of the Trustee on each bond shall be conclusive evidence that such bond has been properly issued in accordance with the terms of this deed of trust, and that the holder thereof is entitled to the benefit of the trust created by this deed of trust.

2. Said bonds when properly signed, sealed and certified shall take effect from the day of their date without regard to the day on which they may have actually been signed, sealed and certified, or on which they may have been actually sold or hypothecated.

3. Said Club and said Trustee may treat the holder of any of the bonds hereby secured, or of any coupon of any of said bonds, as the absolute owner of such bond or coupon, whether for the purpose of receiving payment therefor or for any other purpose, and whether said bond or said coupon shall be overdue or not; nor shall any notice to said Club or said Trustee, actual or constructive, in any way detract from the right of said Club or said Trustee to treat said holder as owner as aforesaid.

4. Prior to default by said Club in the payment of the principal of said bonds, or in the payment of the interest coupons attached, as they severally fall due, or in the performance of any of the covenants and agreements as herein made by said Club, said Club may remain in possession of the property conveyed by these presents and have full and complete use and control of said property and the income therefrom.

5. Said Club will promptly pay said interest coupons from time to time as they fall due, and said bonds when they fall due, in manner and form as herein specified; and will promptly pay from time to time as they fall due all taxes, assessments, liens or other charges or incumbrances which may be or become effective against the property hereby conveyed; together with all penalties, costs and other expenses incurred or which may accrue in connection

A. C. Tonsmeire, whose names as President and Cashier, respectively, of the City Bank and Trust Company, a corporation, are signed to the foregoing deed of trust, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 1st day of November, A. D. 1912.

Tom C. McCorvey Jr.
Notary Public Mobile County, Ala.

SEAL

State of Alabama)
Baldwin County) I, J. H. H. Smith, Judge
of Probate for said County, hereby certify that
the following privilege tax has been paid on the
within instrument as required by Acts 1902 & 1903
viz., \$ 6 cts 90

J. H. H. Smith
Judge of Probate
by S A. Benegalk.

IN THE MATTER OF THE MOBILE
BUSINESS WOMEN'S CLUB, INC.,
A CORPORATION:

:
: IN THE CIRCUIT COURT OF
:
: BALDWIN COUNTY, ALABAMA.
:
: IN CHANCERY.

THIS PETITION of P. D. Beville, Jr., a bondholder of Mobile Business Women's Club, Inc., coming on to be heard before the Court this 17th day of August, 1938, and it appearing to the Court that the Mobile Business Women's Club, Inc., is a corporation organized under the laws of the State of Alabama, on the 30th day of May, 1912, and it further appearing to the Court that said Mobile Business Women's Club, Inc., did issue bonds, a deed of trust securing which bonds was duly executed by the said Mobile Business Women's Club, Inc., to the City Bank and Trust Company of Mobile, Alabama, on the 1st day of November, 1912; and it further appearing to the Court that the said City Bank and Trust Company is insolvent and no longer capable of performing the duties required by the said deed of trust; and it further appearing to the Court that the said City Bank and Trust Company has been so insolvent and incapable of performing the duties required of it by the said deed of trust for a period of twenty (20) years, and that the said deed of trust provides no practicable means of appointment of a new, succeeding or substitute trustee to enforce the provisions of the said trust deed in the event of a default by the said Mobile Business Women's Club, Inc., in the conditions of said trust deed, and it further appearing to the Court that said conditions of said trust deed are broken and that the said Mobile Business Women's Club, Inc., is and has been in default to the owners of the said bonds for a period of more than twenty (20) years, and the Court being of the opinion

that it is to the best interests of all parties concerned that a capable person be appointed by this Court to act and be new, succeeding or substitute trustee, and it further appearing to the Court that Henri M. Aldridge is a capable person to administer such trust;

IT IS ACCORDINGLY CONSIDERED, ORDERED, AJUDGED AND DECREED by the Court that the petition of P. D. Beville, Jr., be and the same is hereby granted, and Henri M. Aldridge is hereby appointed new, succeeding and substitute trustee in the place and stead of the City Bank and Trust Company, the said Henri M. Aldridge to have all rights, duties and powers granted in and by said deed of trust to the said City Bank and Trust Company.

Dated this 17th day of August, 1938,
in Bay Minette, Alabama.

F. W. Ware
JUDGE.

therewith; and will keep the buildings to be erected upon the land hereby conveyed in good repair and insured against loss by fire in some good and solvent insurance company acceptable to the trustee, and with all proper clauses in such policy or policies for the protection of the holders of said bonds, and so worded that said Trustee shall receive and use any payments under said policy or policies subject to the trusts and uses herein declared; and said Club will do and perform any and all other things necessary and proper for the preservation, unimpaired, of the security hereby created.

6. If said Club shall well and truly pay the principal of said bonds when they mature, and the interest coupons thereto attached as they severally fall due, and shall well and truly perform all of the covenants and agreements herein made by said Club, then this deed of trust shall cease, determine, and be void, and the title to the property herein conveyed shall revert absolutely in said Club without any interest therein or claim thereto remaining in said Trustee or in the holders of said bonds; otherwise it shall remain in full force and effect.

7. And said Club does hereby vest said Trustee with full power and authority, upon default by said Club in the payment of the principal of said bonds when they fall due, or in the payment of the interest coupons as they severally fall due, or in the performance of any of the covenants and agreements herein made by said Club, and after said default has continued to exist for a period of three months, to pursue any one or more of the following courses, as said Trustee may deem for the best interest of the beneficiaries of this trust, viz.:

(a) Said trustee may, either after taking possession of the property herein described or without taking possession, sell said property at public outcry in front of the Court House of Mobile County, Alabama, for cash to the highest bidder, after giving notice of the time, place and terms of said sale by advertisement published once a week for three consecutive weeks in a newspaper published in the City of Mobile, Alabama; and said trustee is hereby authorized and empowered, upon such sale, to make proper conveyance to the

purchaser or purchasers.

(b) Said trustee may, after taking possession of the property herein described, or without so taking possession, foreclose this deed of trust by proper proceedings in court.

(c) Said Trustee may proceed to collect said debt secured hereby by any other lawful method.

8. In the event that said Trustee shall foreclose this deed of trust under the power of sale/^{contained}herein, or by proceedings in court, said Trustee shall, out of the proceeds of said sale first pay the fees, costs and expenses of sale, including all reasonable attorney's fees; thereafter said Trustee shall, out of the balance remaining/ⁱⁿits hands, pay any and all taxes or other moneys or charges which are by law a superior lien to the lien of this deed of trust on the property herein described, and the interest coupons then due and remaining unpaid; and thereafter it shall pay in full, or if the amount in its hands is not sufficient to pay in full, then it shall pay pro rata the outstanding bonds secured hereby, whether said bonds have matured or not. Any balance thereafter remaining in its hands shall be paid by said Trustee to said Club. No purchaser at any sale hereunder shall be required to see to the application of the purchase money paid by him, or be in any manner responsible for the way in which said purchase money is applied; but payment by the purchaser to the Trustee shall be a full discharge of said purchaser from all further liability under his bid. Any sale hereunder may be continued or adjourned from time to time at the discretion of said Trustee without additional notice or advertisement. Whenever said Trustee, in accordance with the provisions of this deed of trust, stands ready to pay any of said bonds in whole or in part, and has given notice of that fact by an advertisement published one time in a daily newspaper published in the City of Mobile, then and thereafter said bonds shall cease to draw interest, in whole or in part as the case may be, any provisions herein or in said bonds to the contrary notwithstanding.

9. No holder of any of the bonds or coupons secured hereby

shall have the right to institute any suit or other action at law or in equity for the foreclosure of this deed of trust, or to enforce the execution of the trust declared herein, or to collect the amount of any of said bonds or coupons without first notifying the trustee in writing that default has occurred hereunder, and has continued for the time hereinbefore specified; and not then until said Trustee, after being also requested in writing by the holders of a majority of the then outstanding bonds secured hereby to take proper steps for the enforcement of the security herein, and after evidence satisfactory to said Trustee has been given it by those making said request that they are the holders of said bonds, has declined to act, or has failed to act, for a period of sixty days after being so notified and requested; or, if said Trustee agrees to act, not until those making said request shall have made arrangements with said Trustee, satisfactory to it, to indemnify said Trustee against all costs, fees, expenses or other liabilities to be incurred by said Trustee in the premises.

10. Said Trustee and any successor in this trust may resign said trust at any time by filing a written resignation with said Club, and said resignation shall take effect thirty days after its date, or any earlier date that may be decided upon by said Club, And in case of a vacancy of said Trusteeship, from whatever cause said vacancy may arise, a new Trustee shall be appointed by the Club, and an instrument in writing executed by said Club to said newly selected Trustee giving notice of such appointment, and conveying to said Trustee the property herein described, and vesting said trustee with all the powers and trusts herein declared; and said instrument shall be sufficient if it refers to this deed of trust, and it shall not be necessary to set out in said instrument a full description of said property or repeat therein the various conditions and trusts of this deed of trust. And in the event of any subsequent vacancy in the trust hereby created, said vacancy shall be filled in accordance with the method herein provided.

hereto the corporate seal of the Mobile Business Women's Club this the 1st day of november A. D. 1912; and the said City Bank & Trust Company, in token of its acceptance of the trust hereby created, has caused this deed of trust to be executed in the City of mobile, Alabama, by causing its President to sign its name hereto and by causing its Cashier to attest this deed of trust and to affix hereto the corporate seal of the City Bank & Trust Company this the 1st day of November, A. D. 1912.

MOBILE BUSINESS WOMEN'S CLUB

By Mollie M Parker
President.

Attest:

Clara B. Welch
Secretary.

SEAL

CITY BANK AND TRUST COMPANY,

By E. J. Buck
President.

Attest:

A. C. Tonsmeire
Cashier.

SEAL

THE STATE OF ALABAMA,)
(
MOBILE COUNTY.)

I, George E. Crawford, a Notary Public in and for said State and County, hereby certify that Mollie M. Parker and Clara B. Welch, whose names are signed to the foregoing deed of trust as the President and Secretary, respectively, of Mobile Business Women's Club, a corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.
Given under my hand this 1st day of November, A. D. 1912.

George E. Crawford
Notary Public Mobile County,
Alabama.

THE STATE OF ALABAMA,)
(
MOBILE COUNTY.)

I, Tom C. McCorvey, Jr. a Notary Public in and for said State and County, hereby certify that E. J. Buck and

11. No default hereunder on the part of the Club shall be considered waived by the Trustee by mere delay in enforcing said default; but said Trustee may proceed in accordance with the provisions hereof, in case of any default hereunder, at any time after said default has occurred, during the continuance of said default, and during the time that this deed of trust remains in force. Any money coming into the hands of said Trustee under the terms of the insurance policies hereinbefore provided for shall be used by said Trustee for repairing damage against which said policy insured; and said Trustee may at its option make said repairs itself, or allow said Club to make said repairs under the supervision of said Trustee, said Trustee repaying to said Club the amount of insurance held by it in such sums as the progress of the work of repair may from time to time justify. Said Club does hereby warrant and will forever defend the property hereby conveyed unto the said Trustee and unto the purchaser at any sale under the powers herein, and to their heirs, successors and assigns against the lawful claims of all persons.

12. Said Trustee shall not be answerable for any failure on its part, or on the part of any of its agents or employes, to carry out the obligations imposed upon it by the terms hereof, unless said failure is the result of willful negligence or bad faith on the part of said Trustee. And said Trustee is in no way responsible for any of the recitals in this deed of trust or in the bonds or coupons to secure which it has been executed. And it is not the duty of said Trustee to file this deed for record. Said Trustee is not required to keep said property insured. Said Trustee is not required to pay any taxes on said property, or to expend any money in the maintenance or repair of said property. Any and all compensation due said Trustee in accordance with the terms of this deed of trust, and any and all reasonable costs, expenses and attorneys' fees, incurred by said Trustee in the discharge of its duties as such Trustee, shall be an additional lien on the property

hereby conveyed, and may be paid by said Trustee out of any moneys collected by it under the terms hereof, and may be included in any judgment or decree rendered in any proceeding to enforce the terms hereof. Said Trustee shall be entitled to reasonable compensation for any and all services rendered by it under the terms of this deed of trust, whether provision for said compensation is herein elsewhere specifically made or not.

13. Any provision herein in reference to the Trustee shall apply with equal force and effect to any subsequent Trustee succeeding to the trust hereby created. Any provision herein in reference to the Club shall apply with equal force and effect to the successors and assigns of the said Club.

14. At any sale under the powers herein, or under judgment or decree of court, the Trustee and the holders of bonds or coupons may bid and buy like strangers hereto.

15. When said bonds have been paid and delivered into the possession of the Trustee and cancelled, the Trustee shall enter said fact upon the margin of the record hereof in the probate court of Baldwin County, Alabama, and fully cancel this deed of trust on said record. If any of said bonds are not presented for payment within ten days after they mature the Club shall have the right to deposit with the Trustee an amount sufficient to cover said bonds and any unpaid coupons thereof, and thereafter said Trustee shall make entry of full payment and cancellation, as provided in this paragraph, in all respects as if such bonds had been in fact paid, and shall thereafter pay said bonds when presented for payment out of the funds thus deposited with said Trustee. No holder of any of the bonds issued hereunder shall be entitled to interest on said bonds after their maturity, unless said bonds have been presented at their maturity at the banking house of the trustee for payment and default has been made in said payment.

16. Any entry upon said property and taking possession thereof by said Trustee under the powers herein is hereby fully consented to and authorized by said Club; and the Trustee is hereby authorized to use all necessary and reasonable force and means to obtain and hold such possession without being compelled to resort to any legal proceedings to secure such possession.

17. All limitations and restrictions imposed hereby on the holders of any of the bonds secured hereby are also imposed on the holders of any of the coupons issued with said bonds.

18. The Trustee is not responsible for any of the recitals, statements or representations made herein; it being understood that all such recitals, statements and representations are made by and on behalf of the Club; nor does the Trustee make any representations as to the character, extent, or value of the property herein described, or as to the title thereto.

19. Any and all of said bonds are subject to redemption on November 1st, 1913, or any interest period thereafter, at 103 and accrued interest. Whenever the Club desires to redeem any bond or bonds it shall, prior to the interest period on which said proposed redemption is to take place, give at least ten days notice by publication in three different issues of a newspaper published in the City of Mobile, Alabama, of its intention to make such redemption, stating in said notice the numbers and amounts of the bonds which have been selected for redemption, and the date on which the redemption will take place, and calling on the holders of said bonds to present them for redemption at the banking house of the City Bank & Trust Company of Mobile, Alabama. And the Club shall, prior to said date of proposed redemption, deposit with the Trustee sufficient funds to pay all of said bonds so called for redemption at the rate of 103 and accrued interest at the date of said proposed redemption. When bonds have been so called for redemption and the

proper amounts therefor deposited with the Trustee, said bonds shall cease to draw interest after said date of proposed redemption, anything herein or in said bonds to the contrary notwithstanding.

Whenever bonds so called are presented to the Trustee for payment on or after said date of proposed redemption they shall be paid by the Trustee if funds therefor have been so deposited in the hands of said Trustee, and after being so paid said bonds shall be cancelled by mutilation, but not destroyed by the Trustee, and held by the Trustee until cancellation of said deed of trust.

20. This deed of trust does not cover any machinery, fittings, fixtures or furnishings attached or which may be attached to the buildings to be erected upon said land, but covers only the land above described and the buildings to be erected thereon; and any and all such machinery, fittings, fixtures and furnishings as may be installed or placed in or about said buildings are not hereby conveyed. And said Club does reserve the right to remove any machinery, fittings, fixtures, or furnishings which may hereafter be placed in said buildings.

21. By unanimous written consent of all the holders of the outstanding bonds and coupons herein described, filed with said Trustee, any and all of the provisions and stipulations herein may be waived; provided that no increase can thus be made in the responsibility of the Trustee without the written consent of said Trustee.

IN WITNESS WHEREOF, the said MOBILE BUSINESS WOMEN'S CLUB, in pursuant and under the authority of a resolution heretofore adopted by its members authorizing the execution of this deed of trust, and a resolution heretofore adopted by its Board of Directors providing for the method of executing this deed of trust, has caused this deed of trust to be executed in the City of Mobile, Alabama, by causing its President to sign its name hereto and by causing its Secretary to attest this deed of trust and to affix

IN THE MATTER OF THE MOBILE
BUSINESS WOMEN'S CLUB, INC.,
A CORPORATION;
PETITION OF P. D. BEVILLE, JR.

:
: IN THE CIRCUIT COURT OF
: BALDWIN COUNTY, ALABAMA.
:
: IN CHANCERY.
:

Humbly complaining, comes your petitioner, P. D. Beville, Jr., who is over the age of twenty-one (21) years, is a resident of Mobile County, Alabama, and is the bona fide owner of five (5) bonds of the par value of Ten and no/100 (\$10.00) Dollars each issued on the credit of the above named Mobile Business Women's Club, inc., a corporation, hereinafter called the Club, and shows unto your Honor the following facts as a basis for the relief hereinafter prayed:-

FIRST

That on, to-wit, the 30th day of May, 1912, the Club was incorporated in the County of Mobile under the laws of the State of Alabama as a non-profit, non-capital stock corporation, the aims and purposes of which were, as set out in the articles of incorporation, to provide a place of rest and recreation for the business women of Mobile, and to purchase suitable property, build suitable dwelling houses thereon for the furtherance of this purpose.

SECOND

That a meeting of the members of the said Club was held in due form and in full compliance with law on the 10th day of September, 1912, for the purpose of authorizing said Club to borrow an amount of money not to exceed Forty-six Hundred and no/100 (\$4600.00) Dollars, and to execute a deed of trust covering the real property hereinafter described to secure the said

money so borrowed; That at said meeting a resolution was unanimously adopted, providing for the said loan and for the selection of a suitable trustee; That the authorized committee of said Club did arrange such loan and did select the trustee, naming as such the City Bank and Trust Company of Mobile, Alabama, a corporation chartered under the laws of the State of Alabama; That the said Club did, on the 1st day of November, 1912, execute to the said City Bank and Trust Company a trust deed, a true and correct copy of which deed is attached hereto, marked Exhibit "A", made a part hereof by reference, conveying the following described real property in the County of Baldwin, State of Alabama:-

Lots numbered One (1), Two (2), Three (3) and Four (4) in Block numbered Seven (7) in Magnolia Beach Addition to the Town of Fairhope, Alabama, as per map or plat thereof recorded in Miscellaneous Book numbered One (1), page numbered 236 of the Probate Records of Baldwin County, Alabama, it being expressly understood and agreed that this mortgage shall cover the building which the mortgagor is about to erect on said parcel of land in all respects as if said building was now erected and completed on said land.

TOGETHER with all and singular the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining; That said property was to be held in trust for the benefit of all of the owners of the bonds to secure which this mortgage is executed; That bonds were issued by said Club, said bonds being issued in the number of 460 to secure the sum of Forty-six Hundred and no/100 (\$4600.00) Dollars, each of said bonds being for the principal sum of Ten and no/100 (\$10.00) Dollars each (par value), and each paying interest at the rate of six per cent (6%) per annum; That the bonds owned by your petitioner are bonds of this issue, being the bonds which were numbered 375, 376, 377, 378, and 379; That the said Club did vest said trustee with full power and authority, upon default by said Club in the payment of the principal of said bonds when they fall due, or in the payment of the

interest coupons as they severally fall due, and after the continuance of said default for more than three months to pursue any of the methods of foreclosure therein set out, and to use the proceeds of such foreclosure to indemnify the holders of the said bonds.

THIRD

That the said trustee, the City Bank and Trust Company did become and has been for a period of more than twenty years insolvent and no longer continued to do business, either as a banking institution, or as a fiduciary, thereby leaving the trusteeship created by the said deed of trust vacant; and that although said trust deed hereinabove and before referred to did attempt to, and did, provide for the appointment of a new, succeeding or substitute trustee in the event of the death, removal or disability of the original trustee, no such trustee has been ever legally appointed by said Club, and that such trust deed no longer provides a practicable method of appointment since the said Club has long since ceased to exist as an entity capable of performing such act; That said bonds issued by said Club as security for the indebtedness incurred by them, and being secured on the property hereinbefore described, together with the improvements thereon, deeded to the said trustee for the benefit of said bondholders in the event of a default of the Club in the payment of either the principal sum or the interest secured thereby, have been in default for a period of more than twenty (20) years and that there is no suitable person to act in the capacity of trustee and protect the interests of said bondholders;

WHEREFORE, your petitioner humbly prays that Your Honor appoint, as required by law, some suitable person as new, substitute or succeeding Trustee to act in the place and stead of the said City Bank and Trust Company, which said institution has

gone out of existence and can no longer fulfill the duties re-
quired in said deed of trust; and that Your Honor will grant
all such other, further and different relief to which your
petitioner may in equity be entitled, the premises considered.

F. D. BEVILLE, JR.,
Petitioner.

GEORGE E. STONE, JR.,
ATTORNEY FOR PETITIONER.

STATE OF ALABAMA,
COUNTY OF MOBILE.

Personally appeared before me,
a Notary Public in and for said State and County, F. D. Beville,
Jr., who, after being by me first duly sworn according to law
doth depose and say that the facts alleged in the above and fore-
going petition are true to his own personal knowledge, except
those facts which are alleged on information and belief, and
those he verily believes to be true.

Subscribed and sworn to before me this
_____ day of _____, 1938.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

EXHIBIT "A"

WHEREAS a meeting of the members of the mobile Business Women's Club, a corporation chartered under the laws of the State of Alabama, was held at Rooms 512-513 Van Antwerp Building, in the City of mobile, Alabama, the usual meeting place of the said Club, on the 10th day of September, 1912, said meeting have been called and held in full compliance with the law in such cases made and provided, for the purpose of authorizing said Club to borrow a sum of money not exceeding Forty-six Hundred Dollars and to execute a deed of trust covering the real property hereinafter described to secure the money so borrowed; and

WHEREAS at said meeting a resolution was unanimously adopted providing for the borrowing of a sum not exceeding forty-six Hundred Dollars at a rate of interest not exceeding six per cent per annum, payable semi-annually, and authorizing and empowering the Board of Directors, styled the governing Committee, of said Club to arrange the details of said loan, including the selection of a trustee, the preparation of a suitable deed of trust covering said property, and the preparation of suitable bonds with interest coupons attached to be secured by said deed of trust covering said property, and the arrangement of such other details as might be necessary fully and lawfully to effectuate said loan; and

WHEREAS in accordance with the authority granted at said meeting of the members of said club, the governing Committee of said Club has arranged for said loan by selecting as trustee to be named in said deed of trust the City Bank and Trust Company of Mobile, Alabama, a corporation chartered under the laws of the State of Alabama, and by preparing this deed of trust and the necessary bonds and coupons in accordance with the form of bond and coupon hereinafter set out in full; and

WHEREAS said Board of Directors, or Governing Committee, at a

meeting lawfully held on the _____ day of October, 1912, at Rooms 512-513 Van Antwerp Building, in the City of Mobile, Alabama, the usual meeting place of said Board or Committee, did accept and approve the deed of trust and bonds so prepared, which said deed of trust is this identical instrument, and did, by formal resolution, order that said deed of trust and bonds be executed by the name of the Mobile Business Women's Club being signed to said deed of trust and bonds by the President of said Club, and the same attested by the Secretary of said Club, and the name of the said Club to be signed to each coupon on each bond by printing the same thereon, and the execution of said deed of trust acknowledged by said President and said Secretary before a notary public; and

WHEREAS the form of bond accepted and approved by said Board of Directors or Governing Committee is in words and figures as follows:

(Face of Bond)

NO. _____

\$10.00

UNITED STATES OF AMERICA,
 STATE OF ALABAMA,
 MOBILE BUSINESS WOMEN'S CLUB,

First Mortgage Six Per Cent Gold Bond.

Total Issue \$4,500.00.

KNOW ALL MEN BY THESE PRESENTS, That Mobile Business Women's Club, a corporation chartered under the laws of Alabama, for value received, promises to pay to the bearer hereof, at the Banking House of the City Bank & Trust Company, at Mobile, Alabama, the sum of Ten Dollars in lawful gold coin of the United States of America, of the present standard of weight and fineness, on the date hereinafter specified, together with interest on the same from the date hereof at the rate of Six per cent. per annum, said interest being payable semi-annually at the same place as the principal hereof on the First day

of May and November in each year on the presentation and surrender of the coupons hereto attached as they severally become due.

This bond is one of a series of four hundred and sixty bonds numbered consecutively from 1 to 460, both inclusive, of even date herewith, uniform in all respects except as to number, date of maturity and number of coupons attached, and varying in these respects only as herein shown, all of said bonds and coupons being equally secured, without preference or priority of any kind, by a first mortgage of even date herewith executed by said Mobile Business Women's Club to said City Bank & Trust Company as Trustee. The bonds of this series numbered 1 to 115, both inclusive, mature and are payable on the 1st day of November, 1915; the bonds of this series numbered from 116 to 230, both inclusive, mature and are payable on the 1st day of November, 1916; the bonds of this series numbered 231 to 345, both inclusive, mature and are payable on the 1st day of November, 1917; and the bonds of this series numbered from 346 to 460, both inclusive, mature and are payable on the 1st day of November, 1918.

This bond is subject to redemption on the 1st day of November, 1915, or on any interest period thereafter, at 103 and accrued interest.

This bond shall be of no force and effect whatever until properly certified by said Trustee on the form of certificate on the back hereof; but when so certified it is hereby declared to be a valid negotiable obligation, transferable by delivery without endorsement or other written form of transfer.

IN WITNESS WHEREOF, Mobile Business Women's Club, in pursuance and under the authority of a resolution heretofore adopted by its members authorizing the execution of this bond, and of a resolution heretofore adopted by its board of Directors, styled its Governing Committee, providing for the method of executing this bond, has caused this bond to be executed in the City of Mobile, Alabama, by causing its President to sign its name hereto, and by

causing its Secretary to attest this bond and to affix hereto the corporate seal of Mobile Business Women's Club this the first day of November, 1912.

MOBILE BUSINESS WOMEN'S CLUB

By _____
President.

ATTEST:

Secretary.

(Form of Coupon on Bond)

Coupon

Mobile, Ala., November 1st, 1912. No. _____
Mobile Business Women's Club will pay to bearer on the first
day of _____ 191____, the sum of Thirty Cents at the banking
house of the City Bank & Trust Company, in the City of Mobile, Ala.,
being semi-annual interest then due on its first mortgage bond
No _____ MOBILE BUSINESS WOMEN'S CLUB. \$0.30

(Form of Trustee's Certificate).

The City Bank & Trust Company, the Trustee named in the deed of trust securing the within bond, does hereby certify that said bond is one of an issue of four hundred and sixty, numbered consecutively from one to four hundred and sixty, both inclusive, for Ten Dollars each, mentioned in and secured by said deed of trust.

In Testimony Whereof, said Trustee has caused this certificate to be executed at Mobile, Alabama, by causing its Trust Officer to sign its name hereto.

CITY BANK & TRUST COMPANY,

By _____
Trust Officer.

(Indorsement on outside of Bond)

No. _____

UNITED STATE OF AMERICA
STATE OF ALABAMA.

MOBILE BUSINESS WOMEN'S CLUB,

Mobile, Alabama.

First Mortgage

Six per cent Gold Bond.

\$10.00

Bonds dated November 1, 1912.

Principal of bonds numbered 1 to 115, both inclusive, due November 1, 1915; principal of bonds numbered 116 to 230, both inclusive, due November 1, 1916; principal of bonds numbered 231 to 345, both inclusive, due November 1, 1917; principal of bonds numbered 346 to 460, both inclusive, due on November 1, 1918.

Interest Payable

May 1st and November 1st.

Principal and interest payable at the Banking House of the City Bank & Trust Company, at Mobile, Alabama.

AND WHEREAS said bonds and their respective coupons have been duly executed in manner and form as hereinbefore fully and at length set out:

NOW, THEREFORE, Know All Men By These Presents, that the MOBILE BUSINESS WOMEN'S CLUB, of Mobile, Alabama, a corporation chartered under the laws of Alabama, for convenience hereinafter called the Club, in consideration of the premises and in further consideration of the sum of One Dollar to the Club in hand paid by the City Bank & Trust Company, of Mobile, Alabama, a corporation chartered under the laws of the State of Alabama, as Trustee, for convenience hereinafter called the Trustee, the receipt whereof is hereby acknowledged, and in order fully and effectually to secure the performance and execution of the trusts herein declared, does hereby grant, bargain, sell and convey to the said City Bank & Trust Company, as Trustee, and to its successors in the trust hereby created, all that tract of land in the town of Fairhope, County of

Baldwin and State of Alabama described as follows:

Lots numbered One (1), Two (2), Three (3) and Four (4) in Block numbered Seven (7) in Magnolia Beach Addition to the Town of Fairhope, Alabama, as per map or plat thereof recorded in Miscellaneous Book numbered One (1), page numbered 236 of the Probate Records of Baldwin County, Alabama, it being expressly understood and agreed that this mortgage shall cover the building which the mortgagor is about to erect on said parcel of land in all respects as if said building was now erected and completed on said land.

Together with all and singular the rights, members, privileges and appurtenances thereunto belonging or in any wise appertaining; to have and to hold the same unto the said Trustee, and to its successors and assigns forever:

IN TRUST, nevertheless, for the equal use, benefit and security of all and singular the persons, firms, corporations or associations which may from time to time be the lawful owners of any of said bonds to secure which this mortgage is executed, or any of the coupons annexed to said bonds, without any preference or priority as to security, lien or otherwise, in favor of one of said bonds as against the rest of said bonds, all of said bonds having been issued as of the same date and standing upon an exact parity one with another as to liens, security and otherwise except as to time of maturity, it being the true intent and meaning hereof that the security of this mortgage shall take effect as to each and all of said bonds from the day of date of this mortgage, and without any regard to the date of actual sale or negotiation of said bonds, and subject to all the trusts, covenants, conditions and stipulations in this mortgage contained.

Said Mortgagor and said Trustee hereby expressly covenant and agree as follows:-

1. Said bonds when properly executed by said Club in manner and form as hereinbefore shown shall be certified by said Trustee on the form of certificate on the back of each bond; and when so

certified, and only when so certified, said bonds are hereby declared to be the valid negotiable obligation of said Club, transferable by delivery without endorsement or other form of transfer; and the certificate of the trustee on each bond shall be conclusive evidence that such bond has been properly issued in accordance with the terms of this deed of trust, and that the holder thereof is entitled to the benefit of the trust created by this deed of trust.

2. Said bonds when properly signed, sealed and certified shall take effect from the day of their date without regard to the day on which they may have actually been signed, sealed and certified, or on which they may have been actually sold or hypothecated.

3. Said Club and said trustee may treat the holder of any of the bonds hereby secured, or of any coupon of any of said bonds, as the absolute owner of such bond or coupon, whether for the purpose of receiving payment therefor or for any other purpose, and whether said bond or said coupon shall be overdue or not; nor shall any notice to said Club or said trustee, actual or constructive, in any way detract from the right of said Club or said trustee to treat said holder as owner as aforesaid.

4. Prior to default by said Club in the payment of the principal of said bonds, or in the payment of the interest coupons attached, as they severally fall due, or in the performance of any of the covenants and agreements as herein made by said Club, said Club may remain in possession of the property conveyed by these presents and have full and complete use and control of said property and the income therefrom.

5. Said Club will promptly pay said interest coupons from time to time as they fall due, and said bonds when they fall due, in manner and form as herein specified; and will promptly pay from time to time as they fall due all taxes, assessments, liens or other charges or incumbrances which may be or become effective against the property hereby conveyed; together with all penalties, costs and other expenses incurred or which may accrue in connection

therewith; and will keep the buildings to be erected upon the land hereby conveyed in good repair and insured against loss by fire in some good and solvent insurance company acceptable to the trustee, and with all proper clauses in such policy or policies for the protection of the holders of said bonds, and so worded that said Trustee shall receive and use any payments under said policy or policies subject to the trusts and uses herein declared; and said Club will do and perform any and all other things necessary and proper for the preservation, unimpaired, of the security hereby created.

6. If said Club shall well and truly pay the principal of said bonds when they mature, and the interest coupons thereto attached as they severally fall due, and shall well and truly perform all of the covenants and agreements herein made by said Club, then this deed of trust shall cease, determine, and be void, and the title to the property herein conveyed shall revert absolutely in said Club without any interest therein or claim thereto remaining in said Trustee or in the holders of said bonds; otherwise it shall remain in full force and effect.

7. And said Club does hereby vest said Trustee with full power and authority, upon default by said Club in the payment of the principal of said bonds when they fall due, or in the payment of the interest coupons as they severally fall due, or in the performance of any of the covenants and agreements herein made by said Club, and after said default has continued to exist for a period of three months, to pursue any one or more of the following courses, as said Trustee may deem for the best interest of the beneficiaries of this trust, viz.:

(a) Said trustee may, either after taking possession of the property herein described or without taking possession, sell said property at public outcry in front of the Court House of Mobile County, Alabama, for cash to the highest bidder, after giving notice of the time, place and terms of said sale by advertisement published once a week for three consecutive weeks in a newspaper published in the City of Mobile, Alabama; and said trustee is hereby authorized and empowered, upon such sale, to make proper conveyance to the

purchaser or purchasers.

(b) Said trustee may, after taking possession of the property herein described, or without so taking possession, foreclose this deed of trust by proper proceedings in court.

(c) Said Trustee may proceed to collect said debt secured hereby by any other lawful method.

8. In the event that said trustee shall foreclose this deed of trust under the power of sale/^{contained}herein, or by proceedings in court, said Trustee shall, out of the proceeds of said sale first pay the fees, costs and expenses of sale, including all reasonable attorney's fees; thereafter said Trustee shall, out of the balance remaining/ⁱⁿits hands, pay any and all taxes or other moneys or charges which are by law a superior lien to the lien of this deed of trust on the property herein described, and the interest coupons then due and remaining unpaid; and thereafter it shall pay in full, or if the amount in its hands is not sufficient to pay in full, then it shall pay pro rata the outstanding bonds secured hereby, whether said bonds have matured or not. Any balance thereafter remaining in its hands shall be paid by said Trustee to said Club. No purchaser at any sale hereunder shall be required to see to the application of the purchase money paid by him, or be in any manner responsible for the way in which said purchase money is applied; but payment by the purchaser to the Trustee shall be a full discharge of said purchaser from all further liability under his bid. Any sale hereunder may be continued or adjourned from time to time at the discretion of said Trustee without additional notice or advertisement. Whenever said Trustee, in accordance with the provisions of this deed of trust, stands ready to pay any of said bonds in whole or in part, and has given notice of that fact by an advertisement published one time in a daily newspaper published in the City of Mobile, then and thereafter said bonds shall cease to draw interest, in whole or in part as the case may be, any provisions herein or in said bonds to the contrary notwithstanding.

9. No holder of any of the bonds or coupons secured hereby

shall have the right to institute any suit or other action at law or in equity for the foreclosure of this deed of trust, or to enforce the execution of the trust declared herein, or to collect the amount of any of said bonds or coupons without first notifying the trustee in writing that default has occurred hereunder, and has continued for the time hereinbefore specified; and not then until said Trustee, after being also requested in writing by the holders of a majority of the then outstanding bonds secured hereby to take proper steps for the enforcement of the security herein, and after evidence satisfactory to said Trustee has been given it by those making said request that they are the holders of said bonds, has declined to act, or has failed to act, for a period of sixty days after being so notified and requested; or, if said Trustee agrees to act, not until those making said request shall have made arrangements with said Trustee, satisfactory to it, to indemnify said Trustee against all costs, fees, expenses or other liabilities to be incurred by said Trustee in the premises.

10. Said Trustee and any successor in this trust may resign said trust at any time by filing a written resignation with said Club, and said resignation shall take effect thirty days after its date, or any earlier date that may be decided upon by said Club, and in case of a vacancy of said Trusteeship, from whatever cause said vacancy may arise, a new Trustee shall be appointed by the Club, and an instrument in writing executed by said Club to said newly selected Trustee giving notice of such appointment, and conveying to said trustee the property herein described, and vesting said trustee with all the powers and trusts herein declared; and said instrument shall be sufficient if it refers to this deed of trust, and it shall not be necessary to set out in said instrument a full description of said property or repeat therein the various conditions and trusts of this deed of trust. And in the event of any subsequent vacancy in the trust hereby created, said vacancy shall be filled in accordance with the method herein provided.

11. No default hereunder on the part of the Club shall be considered waived by the Trustee by mere delay in enforcing said default; but said Trustee may proceed in accordance with the provisions hereof, in case of any default hereunder, at any time after said default has occurred, during the continuance of said default, and during the time that this deed of trust remains in force. Any money coming into the hands of said Trustee under the terms of the insurance policies hereinbefore provided for shall be used by said Trustee for repairing damage against which said policy insured; and said Trustee may at its option make said repairs itself, or allow said Club to make said repairs under the supervision of said Trustee, said Trustee repaying to said Club the amount of insurance held by it in such sums as the progress of the work of repair may from time to time justify. Said Club does hereby warrant and will forever defend the property hereby conveyed unto the said Trustee and unto the purchaser at any sale under the powers herein, and to their heirs, successors and assigns against the lawful claims of all persons.

12. Said Trustee shall not be answerable for any failure on its part, or on the part of any of its agents or employees, to carry out the obligations imposed upon it by the terms hereof, unless said failure is the result of willful negligence or bad faith on the part of said Trustee. And said Trustee is in no way responsible for any of the recitals in this deed of trust or in the bonds or coupons to secure which it has been executed. And it is not the duty of said Trustee to file this deed for record. Said Trustee is not required to keep said property insured. Said Trustee is not required to pay any taxes on said property, or to expend any money in the maintenance or repair of said property. Any and all compensation due said Trustee in accordance with the terms of this deed of trust, and any and all reasonable costs, expenses and attorneys fees incurred by said Trustee in the discharge of its duties as such Trustee, shall be an additional lien on the property

hereby conveyed, and may be paid by said Trustee out of any moneys collected by it under the terms hereof, and may be included in any judgment or decree rendered in any proceeding to enforce the terms hereof. Said Trustee shall be entitled to reasonable compensation for any and all services rendered by it under the terms of this deed of trust, whether provision for said compensation is herein elsewhere specifically made or not.

13. Any provision herein in reference to the Trustee shall apply with equal force and effect to any subsequent Trustee succeeding to the trust hereby created. Any provision herein in reference to the Club shall apply with equal force and effect to the successors and assigns of the said Club.

14. At any sale under the powers herein, or under judgment or decree of court, the Trustee and the holders of bonds or coupons may bid and buy like strangers hereto.

15. When said bonds have been paid and delivered into the possession of the trustee and cancelled, the trustee shall enter said fact upon the margin of the record hereof in the probate court of Baldwin County, Alabama, and fully cancel this deed of trust on said record. If any of said bonds are not presented for payment within ten days after they mature the Club shall have the right to deposit with the trustee an amount sufficient to cover said bonds and any unpaid coupons thereof, and thereafter said trustee shall make entry of full payment and cancellation, as provided in this paragraph, in all respects as if such bonds had been in fact paid, and shall thereafter pay said bonds when presented for payment out of the funds thus deposited with said trustee. No holder of any of the bonds issued hereunder shall be entitled to interest on said bonds after their maturity, unless said bonds have been presented at their maturity at the banking house of the trustee for payment and default has been made in said payment.

hereto the corporate seal of the mobile business Women's Club this the 1st day of november A. D. 1912; and the said City Bank & Trust Company, in token of its acceptance of the trust hereby created, has caused this deed of trust to be executed in the City of mobile, Alabama, by causing its President to sign its name hereto and by causing its Cashier to attest this deed of trust and to affix hereto the corporate seal of the City Bank & Trust Company this the 1st day of november, A. D. 1912.

MOBILE BUSINESS WOMEN'S CLUB

By Mollie M Parker
President.

Attest:

Clara B. Welch
Secretary.

SEAL

CITY BANK AND TRUST COMPANY,

By E. J. Buck
President.

Attest:

A. C. Tonsmeire
Cashier.

SEAL

THE STATE OF ALABAMA,)
MOBILE COUNTY.)

I, George E. Crawford, a Notary Public in and for said State and County, hereby certify that Mollie M. Parker and Clara B. Welch, whose names are signed to the foregoing deed of trust as the President and Secretary, respectively, of Mobile Business Women's Club, a corporation, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 1st day of November, A. D. 1912.

George E. Crawford
Notary Public Mobile County,
Alabama.

THE STATE OF ALABAMA,)
MOBILE COUNTY.)

I, Tom C. McCorvey, Jr. a Notary Public in and for said State and County, hereby certify that E. J. Buck and

A. C. Tonsmeire, whose names as President and Cashier, respectively, of the City Bank and Trust Company, a corporation, are signed to the foregoing deed of trust, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 1st day of November, A. D. 1912.

Tom C. McCorvey Jr.
Notary Public Mobile County, Ala.

SEAL

State of Alabama)
Baldwin County) I, J. H. H. Smith, Judge
of Probate for said County, hereby certify that
the following privilege tax has been paid on the
within instrument as required by Acts 1902 & 1905
viz., \$ 6 cts 90

J. H. H. Smith
Judge of Probate
by S. A. Benegalk.

Checked first of Nov 1912

Comp. Registrar

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hereby conveyed, and may be paid by said Trustee out of any moneys collected by it under the terms hereof, and may be included in any judgment or decree rendered in any proceeding to enforce the terms hereof. Said Trustee shall be entitled to reasonable compensation for any and all services rendered by it under the terms of this deed of trust, whether provision for said compensation is herein elsewhere specifically made or not.

13. Any provision herein in reference to the Trustee shall apply with equal force and effect to any subsequent Trustee succeeding to the trust hereby created. Any provision herein in reference to the Club shall apply with equal force and effect to the successors and assigns of the said Club.

14. At any sale under the powers herein, or under judgment or decree of court, the Trustee and the holders of bonds or coupons may bid and buy like strangers hereto.

15. When said bonds have been paid and delivered into the possession of the trustee and cancelled, the Trustee shall enter said fact upon the margin of the record hereof in the probate court of Baldwin County, Alabama, and fully cancel this deed of trust on said record. If any of said bonds are not presented for payment within ten days after they mature the Club shall have the right to deposit with the Trustee an amount sufficient to cover said bonds and any unpaid coupons thereof, and thereafter said Trustee shall make entry of full payment and cancellation, as provided in this paragraph, in all respects as if such bonds had been in fact paid, and shall thereafter pay said bonds when presented for payment out of the funds thus deposited with said Trustee. No holder of any of the bonds issued hereunder shall be entitled to interest on said bonds after their maturity, unless said bonds have been presented at their maturity at the banking house of the trustee for payment and default has been made in said payment.

16. Any entry upon said property and taking possession thereof by said Trustee under the powers herein is hereby fully consented to and authorized by said Club; and the Trustee is hereby authorized to use all necessary and reasonable force and means to obtain and hold such possession without being compelled to resort to any legal proceedings to secure such possession.

17. All limitations and restrictions imposed hereby on the holders of any of the bonds secured hereby are also imposed on the holders of any of the coupons issued with said bonds.

18. The Trustee is not responsible for any of the recitals, statements or representations made herein; it being understood that all such recitals, statements and representations are made by and on behalf of the Club; nor does the Trustee make any representations as to the character, extent, or value of the property herein described, or as to the title thereto.

19. Any and all of said bonds are subject to redemption on November 1st, 1913, or any interest period thereafter, at 105 and accrued interest. Whenever the Club desires to redeem any bond or bonds it shall, prior to the interest period on which said proposed redemption is to take place, give at least ten days notice by publication in three different issues of a newspaper published in the City of Mobile, Alabama, of its intention to make such redemption, stating in said notice the numbers and amounts of the bonds which have been selected for redemption, and the date on which the redemption will take place, and calling on the holders of said bonds to present them for redemption at the banking house of the City Bank & Trust Company of Mobile, Alabama. And the Club shall, prior to said date of proposed redemption, deposit with the Trustee sufficient funds to pay all of said bonds so called for redemption at the rate of 105 and accrued interest at the date of said proposed redemption. When bonds have been so called for redemption and the

proper amounts therefor deposited with the Trustee, said bonds shall cease to draw interest after said date of proposed redemption, anything herein or in said bonds to the contrary notwithstanding. Whenever bonds so called are presented to the Trustee for payment on or after said date of proposed redemption they shall be paid by the Trustee if funds therefor have been so deposited in the hands of said Trustee, and after being so paid said bonds shall be cancelled by mutilation, but not destroyed by the Trustee, and held by the Trustee until cancellation of said deed of trust.

20. This deed of trust does not cover any machinery, fittings, fixtures or furnishings attached or which may be attached to the buildings to be erected upon said land, but covers only the land above described and the buildings to be erected thereon; and any and all such machinery, fittings, fixtures and furnishings as may be installed or placed in or about said buildings are not hereby conveyed. And said Club does reserve the right to remove any machinery, fittings, fixtures, or furnishings which may hereafter be placed in said buildings.

21. By unanimous written consent of all the holders of the outstanding bonds and coupons herein described, filed with said Trustee, any and all of the provisions and stipulations herein may be waived; provided that no increase can thus be made in the responsibility of the trustee without the written consent of said Trustee.

IN WITNESS WHEREOF, the said MOBILE BUSINESS WOMEN'S CLUB, in pursuant and under the authority of a resolution heretofore adopted by its members authorizing the execution of this deed of trust, and a resolution heretofore adopted by its Board of Directors providing for the method of executing this deed of trust, has caused this deed of trust to be executed in the City of Mobile, Alabama, by causing its President to sign its name hereto and by causing its Secretary to attest this deed of trust and to affix