(163)

TO THE HONORABLE ARTHUR E. GAMBLE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN CHANCERY SITTING:

Your Petitioner, W. H. HARTSHORN, a resident of Danville, Illinois, by this his bill of complaint presented against THEODORE LYONS, ZIPPORAH E. LYONS and ROBERT S. McCANDLESS shows unto Your Honor as follows:

FIRST: That your Petitioner is over the age of twenty one years and resident as above set out; that the said THEODORE LYONS and ZIPPORAH E. LYONS are over the age of twenty one years and reside somewhere in the State of Florida; that their particular post office address is unknown to Complainant and cannot be ascertained after diligent inquiry; that ROBERT S. McCANDLESS is over the age of twenty one and a resident of ~~Springfield~~ Mena, ~~Missouri~~ Arkansas; that his post office address other than ~~Springfield~~ Mena, ~~Missouri~~ Arkansas, is unknown to Complainant and cannot be ascertained upon diligent inquiry.

SECOND: That on the 24th day of January, 1917, the defendant, THEODORE LYONS, was the owner of certain lands in Baldwin County, Alabama, namely: The Southeast Quarter of the Southeast Quarter of Section Fourteen and the Northeast Quarter of the Northeast Quarter of Section Twenty three, all in Township Six South of Range Five East of St. Stephens Meridian in Alabama, comprising eighty acres; that on the said 24th day of January, 1917, the said THEODORE LYONS desiring to raise money upon said lands executed a note in favor of complainant for $500.00 due one year from date and bearing six per cent interest and as security for the payment of said note he, with his wife, ZIPPORAH E. LYONS, contemporaneously executed a mortgage in favor of Complainant,

which said mortgage was on the 17th day of February, 1917, recorded in the Probate Records of Baldwin County, Alabama, in Mortgage Book Seventeen, page Ninety one, and refiled for record in the said Probate Office on the 15 day of January 1919, and recorded in Mortgage Book 18, page 654-55, and copy of same marked exhibit "A" is attached to and made a part of this bill.

Third: Subsequent to January 24th, 1917, the date of said mortgage, the mortgagors aforesaid gave a warranty deed for the lands above described, by which deed and other mesne conveyances reciting the existence of said mortgage, the title to said lands became finally vested in the said ROBERT S. McCANDLESS, defendant named above, who now holds same subject to the mortgage aforesaid.

Fourth: That the mortgage aforesaid, while covering lands in said State of Alabama, was drawn up in a form presumably in use in the State of Florida: contains no power of sale in event of default; that such default has occured in that while said note has matured, no part of either principal or interest has been paid.

Premises considered your Orator prays that the said Theodore Lyons and Zipporah E. Lyons and Robert S. McCandless be made parties respondent to this bill of complaint and that service be had upon them as required by law and the practice of this Honorable Court. Your Orator further prays that his Court ascertain and and decree the amount of indebtedness due to your Orator under said mortgage and decree that said mortgage be foreclosed and that the property therein described and above described in this bill of complaint be condemned and sold to satisfy said indebtedness and that respondent's equity of redemption in said property be

forever foreclosed and that in case the proceeds of sale be not sufficient to satisfy the indebtedness due under said mortgage, that this Court will render a personal decree against said respondent, Theodore Lyons, for any balance that may be found to be due by him to your Orator. And your Orator prays for such other, further or different relief as he is entitled to receive in the premises.

Reckarly Frazer & Beebe
Solicitors for Complainant.

The Respondents are required to answer the allegations of the foregoing bill of complaint from paragraph one to four, inclusive, but not under oath, their oath being expressly waived.

Reckarly Frazer & Beebe
Solicitors for Complainant.

STATE OF ALABAMA :
BALDWIN COUNTY. :

Personally appeared before me, ~~Marie Holmes~~ Cornelia Hall, a Notary Public in and for said State and County, W.C. Beebe, who upon oath deposes and says that he is one of the solicitors for the Complainant in the above entitled cause and that he is informed and believes and upon such information and belief states that the respondents in the above named cause, namely, Theodore Lyons and Zipporah E. Lyons, are non residents of the State of Alabama, residing somewhere in the State of Florida but their particular post office address is unknown; that Robert S. McCandless is a non resident of the State of Alabama, residing in ~~Springfield, Missouri~~ Mena, Arkansas, but his post office address other than ~~Springfield, Missouri~~ Mena, Arkansas, is unknown; that each of said parties is over the age of twenty one years.

W.C. Beebe

Sworn to and subscribed before me on this the 27th day of ~~January, 1918~~. March. 1919.

Cornelia Hall,
Notary Public, Baldwin County,
Alabama.

Exhibit C

THIS INDENTURE, made this 24th day of January A.D. 1917., between Theodore Lyons joined by his wife Zipporah E.Lyons of the County of Hillisborough, State of Florida, parties of the first part, and W.G. hortshorn of the County of Vermillion, State of Illinois, party of the second part:

WITNESSETH, That thesaid parties of the first part, for and in consideration of the sum of Five hundred and No/100 dollars, ($500.00) to them in hand paid by the said W.G.Hortshorn, party of the second part, receipt whereof is hereby acknowledged, by these presents do grant, bargin, sell, convey and confirm to the said party of the second part, and to his heirs and assigns forever; all the following piece, parcel, or tract of land, situated, lying and being in the County of Baldwin, State of Alabama, and described as follows:

Southeast quarter (SE¼) of the Southeast quarter (SE¼) of section fourteen, and the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of section Twenty-three, in Township six South, Range five East, of the St, Stephens Meridian, Alabama, containing eighty acres.

TOGETHER with all and singular the tenements, heriditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted premises, with the appurtenances, unto the said part of the second part, his heris and assign forever.

And the said parties of the first part, for themselves and their heirs, executors and administrators, do covenant with the said party of the second part, his heirs, executors, administrators and assigns that they are lawfully seized of the said premises in fee simple, and have good right to sell and convey the same to the said party of the second part; that the said premises are free and discharged from all taxes, tax titles or certificates, judgments, mechanics' liens and encumbrances of any kind whatsoever and that they will, and their heirs shall WARRANT AND DEFEND the same to the said party of the second part, his heirs and assigns forever, against the lawful claims and demands of all persons.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators shall pay to the said party of the second part his executors, administrators or assigns one certain promissory note of which the attached note is a full and correct copy:-

$500.00 TAMPA, FLA. JAN. 24, 1917.

One year after date I promise to pay to the order of W.G.Hortshorn, Five hundred and No/100 dollars.

AT THE FIRST NATIONAL BANK OF TAMPA, FLORIDA, for value received, with interest after date at the rate of 6 per cent per annum until paid.

Now, should it become necessary to collect this note through an attorney, either of us, whether maker, security or endorser on this note, hereby agrees to pay all costs of such collection, including a reasonable attorney's fee.

The drawer and endorsers severally waive presentment for payment, protest and non-payment of this note.

Theodore Lyons.

And until payment of said note they shall pay all taxes and assessments levied or assessed on the said premises or upon this mortgage and the money secured hereby, in a good and responsible insurance company, for the benefit of said party of the second part, said insurance company to be approved by and the policies or any renewal thereof to be deposited with the said party of the second part, and shall not commit or suffer any strip or waste of said premises, and shall pay all the moneys secured by this mortgage at the time and in the manner herein specified; then these presents shall be void, and the estate hereby granted shall cease and determine.

And the said parties of the first part, for themselves and their heirs, executors and administrators, do hereby promise, covenant and agree to pay to the said party of the second part his executors, administrators or assigns, the said sum of money and interest mentioned in said promissory note, and secured to

paid as aforesaid. And if default shall be made in the payment of the said sum of money, or any part thereof as provided in the said note, or if the interest that may become due thereon or any part thereof shall be behind and unpaid for the space of ten days, then and from thenceforth it shall be optional with the said party of the second part, his executors, administrators or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable. And the said parties of the first part hereby further covenant, promise and agree to and with the said party of the second part, to pay all taxes, assessments and insurance premiums that may be imposed upon said premises or upon this mortgage, or the money secured hereby during the continuance hereof, and to pay all costs, charges and expenses in collecting the moneys hereby secured, including reasonable attorney's fees and commissions, whether collected by foreclosure or otherwise, and any and all moneys paid out by the said party of the second part, by reason of the default of the parties of the first part to pay the moneys so stipulated, shall draw interest at the same rate as the promissory note aforesaid, and said moneys necessarily paid by the party of the second part shall be secured by this mortgage. And the said parties of the first part hereby waive all right of homestead and exemptions granted by the Constitution and Laws of Florida.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals the day and the year first above written.

Signed, Sealed and Delivered in Presence of Us:

G.S.Hall — Theodore Lyons, (L.S.)
Ernest S.L.Hall — Zipporah E. Lyons, (L.S.)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY, That on this 24th day of January A.D. 1917., before me, the undersigned authority, personally appeared Theodore Lyons and Zipporah E.Lyons, his wife, known to me to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned. And the said Zipporah E.Lyons, the wife of the said Theodore Lyons on an examination taken and amde separately and apart from her said husband, acknowledged that she made herself a party to the instrument for the purpose of renouncing and relinquishing her dower and rights of dower and conveying her separate estate in and to the lands, tenements and hereditaments therein described and thereby granted and released, and that she executed said instrument freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal the date aforesaid.

G.S.Hall
Notary Public, State at Large
My Commission expires Feb. 13th, 1919.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I, Katie Rives, a Notary Public in and for said County and State, hereby certify that G.S.Hall, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that Theodore Lyons and Zipporah E.Lyons, grantors, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantors, and of the other witness, and that such other witness subscribed his name as a witness in his presence.G.S.Hall.

GIVEN under my hand and seal this the 23rd day of October, 1918.

Katie E.Rives,
Notary Public County, Fla.
State of Florida at Large

My Commission expires February 19th, 1920.

M O R T G A G E.

FROM

eodore Lyons, & wife.

TO

.Hortshorn,

---

for Record in the office
e of the Probate of the
of Baldwin, State of
on the 8th day of Jan.,
Recorded in Mortgage
o 18 Mtgs. on page 654-
he Record verified.

Jas.M.Voltz,
Judge of Probate,
Baldwin Co., Ala.

essler, Clerk. D.C.

STATE OF ALABAMA)
BALDWIN COUNTY)

I, James M. Voltz, 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 and 1903 viz: 75¢

James M. Voltz
Judge of Probate,

by J.L.Kessler, Clerk

THE STATE OF ALABAMA) Office of the
BALDWIN COUNTY) Judge of the Probate Court.

I, James M.Voltz, judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 14th day of Feb. 1917., at 8:00 oclock A.M.,and I further certify that the same is duly recorded in Record Book 17 Mtgs., page 91, and duly examined.

Witness my hand this 17th day of Feb. 1917.

Jas. M.Voltz,
Judge of Probate,
by J.L.Kessler, Clerk.

G. W. HARTSHORN, Complainant, -Vs.- THEODORE LYONS, et al.	)	IN CIRCUIT COURT, BALDWIN COUNTY, ALABAMA. IN EQUITY SITTING. Case # 163.

Comes the complainant in the above styled cause and amends his original bill of complaint in said cause so that the same shall read as follows:

Your petitioner, W. G. HARTSHORN, a resident of Danville, Illinois, by this his bill of complaint presented against THEODORE LYONS, ZIPPORAH E. LYONS, ROBERT S. MCCANDLESS and J. M. DODSON, shows unto your Honor as follows:

FIRST: That your petitioner is over the age of twenty-one years and resident as above set out; that the said THEODORE LYONS and ZIPPORAH E. LYONS are over the age of twenty-one years and reside somewhere in the state of Florida; that their particular postoffice address is unknown to complainant and cannot be ascertained after diligent inquiry; that Robert S. McCandless is over the age of twenty-one and a resident of Mena, Arkansas; that his postoffice address other than Mena, Arkansas, is unknown to complainant and cannot be ascertained upon dilligent inquiry; that J. M. Dodson is over the age of twenty-one years and resides at ~~LaCenter, Kentucky~~. 2066 Rd Petoskey Ave, Detroit Mich

SECOND: That on the 24th day of January, 1917, the defendant THEODORE LYONS, was the owner of certain lands in Baldwin County, Alabama, namely: The Southeast Quarter of the Southeast Quarter of Section Fourteen and the Northeast Quarter of the Northeast Quarter of Section Twenty-three, all in Township Six South of Range Five East of St. Stephens Meridian in Alabama, comprising eighty acres; that on the said 24th day of January, 1917, the said THEODORE LYONS, desiring to raise money upon said lands executed a note in favor of complainant for $500.00 due one year from date and bearing six per cent interest and as security forthe payment of said note, he with his wife, ZIPPORAH E. LYONS, contemporaneously executed a mortgage in favor of complainant, which said mortgage was on the 17th day of February, 1917, recorded in the Probate Records of Baldwin County, Alabama, in Mortgage Book Seventeen, page Ninety-one and refiled for record in the said Probate office on the 8th day of January, 1919, and recorded in Mortgage Book Eighteen, page 654-55, and copy of same marked Exhibit "A" is attached to and made a part of this bill.

THIRD: Subsequent to January 24th, 1917, the date of said mortgage, the mortgagors gave a Warranty Deed for the lands above described, by which deed and other mesne conveyance reciting the existence of said mortgage, the title to said lands became finally vested in the said Robert S. McCandless, defendant named above, who now holds same subject to the mortgage aforesaid.

FOURTH: That subsequent to January 24th, 1917 the date of said mortgage to said complainant, one R. E. Bayles, who held said land by deed from Theodore Lyons and wife, executed to said J. M. Dodson, a mortgage dated the 5 day of March, 1917, conveying to him the above described lands to secure an indebtedness of $700.00, which said mortgage is subsequent to and subject to the mortgage of said complainant, and that as such junior mortgage

the said J. M. Dodson claims same interest in the premises described above. A copy of said mortgage is hereto attached and marked Exhibit B and made a part of this Bill

FIFTH, That the mortgage aforesaid, while covering lands in said State of Alabama, was drawn up in a form presumably in use in the State of Florida; contains no power of sale in event of default; that such default has occurred in that while said note has matured no part of either principal or interest has been paid.

PREMISES considered, your Orator prays that the said Theodore Lyons and Zipporah E. Lyons and Robert S. McCandless and J. M. Dodson, be made parties respondent to this Bill of Complaint and that service be had upon them as required by law and the practice of this Honorable Court. Your Orator further prays that his Court ascertain and decree the amount of indebtedness due to your Orator under said mortgage and decree that said mortgage be foreclosed and that the property therein described and above described in this Bill of Complaint be condemmed and sold to satisfy said indebtedness, and that respondent's equity of redemption in said property be forever foreclosed and that in case the proceeds of sale be not sifficient to satisfy the indebtedness due under said mortgage, that this Court will render a personal decree against said respondent, THEODORE LYONS, for any balance that may be found to be due by him to your Orator and your Orator further prays for such other further or different relief as he is entitled to receive in the premises.

Richarby Frazer & Beebe
Solicitors for Complainant.

The respondents are required to answer the allegations of the foregoing Bill of Complaint from Paragraph one to five, inclusive, but not under oath, their oath being expressly waived.

Richarby Frazer & Beebe
Solicitors for Complainant.

STATE OF ALABAMA,
BALDWIN COUNTY.

Personally appeared before me, Cornelia Hall, a Notary Public, in and for said State and County, W. C. Beebe, who upon oath deposes and says that he is one of the solicitors for the Complainant in the above entitled cause, and that he is informed and believes and upon such information and belief states that the respondents in the above named cause, namely, Theodore Lyons, and Zipporah E. Lyons, are non residents of the State of Alabama, resdding somewhere in the State of Florida, but their postoffice address is unknown; that Robert S. McCandless is a non resident of the State of Alabama, residing in Mena, Arkansas, but his postoffice address other than Mena, Arkansas is unknown; that each of said parties is over the age of twenty-one years.

W. C. Beebe.

Sworn to and subscribed before me on this the 27th day of March, 1919.

Cornelia Hall,
Notary Public, Baldwin
County, Alabama.

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

Personally appeared before me, Irma Pope, a Notary Public, in and for said State and County, W. C. Beebe, who being by me duly sworn, deposes and says that he is attorney for Complainant in the foregoing Bill of Complaint; that the Defendant therein named J. M. Dodson is a non resident of the State of Alabama, over the age of twenty-one years; residing in La Center Kentucky, his postoffice address being Lacenter, Kentucky.

W C Beebe
~~W. C. Beebe~~

Sworn to and subscribed before me, this the 1st day of April, 1920.

Irma Pope
~~Irma Pope~~, Notary Public,
Baldwin County, Alabama.

Exhibit A.

THIS INDENTURE, made this 24th day of January A.D. 1917., between Theodore Lyons joined by his wife Zipporah E.Lyons of the County of Hillisborough, State of Florida, parties of the first part, and W.G. hortshorn of the County of Vermillion, State of Illinois, party of the second part:

WITNESSETH, That thesaid parties of the first part, for and in consideration of the sum of Five hundred and No/100 dollars, ($500.00) to them in hand paid by the said W.G.Hortshorn, party of the second part, receipt whereof is hereby acknowledged, by these presents do grant, bargin, sell, convey and confirm to the said party of the second part, and to his heirs and assigns forever, all the following piece, parcel, or tract of land, situated, lying and being in the County of Baldwin, State of Alabama, and described as follows:

Southeast quarter (SE¼) of the Southeast quarter (SE¼) of section fourteen, and the Northeast quarter (NE¼) of the Northeast quarter (NE¼) of section Twenty-three, in Township six South, Range five East, of the St, Stephens Meridian, Alabama, containing eighty acres.

TOGETHER with all and singular the tenements, heriditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted premises,with the appurtenances, unto the said part of the second part, his heris and assign forever.

And the said parties of the first part, for themselves and their heirs, executors and administrators, do covenant with the said party of the second part, his heirs, executors, administrators and assigns that they are lawfully seized of the said premises in fee simple, and have good right to sell and convey the same to the said party of the second part; that the said premises are free and discharged from all taxes, tax titles or certificates, judgments,mechanics' liens and encumbrances of any kind whatsoever and that they will, and their heirs shall WARRANT AND DEFEND the same to the said party of the second part, his heirs and assigns forever, against the lawful claims and demands of all persons.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators shall pay to the said party of the second part his executors, administrators or assigns one certain promissory note of which the attached note is a full and correct copy:-

$500.00 TAMPA, FLA. JAN. 24, 1917.

One year after date I promise to pay to the order of W.G.Hortshorn, Five hundred and No/100 dollars.

AT THE FIRST NATIONAL BANK OF TAMPA, FLORIDA, for value received, with interest after date at the rate of 6 per cent per annum until paid.

Now, should it become necessary to collect this note through an attorney, either of us, whether maker, security or endorser on this note, hereby agrees to pay all costs of such collection, including a reasonable attorney's fee.

The drawer and endorsers severally waive presentment for payment, protest and non-payment of this note.

Theodore Lyons.

And until payment of said note they shall pay all taxes and assessments levied or assessed on the said premises or upon this mortgage and the money secured hereby, in a good and responsible insurance company, for the benefit of said party of the second part, said insurance company to be approved by and the policies or any renewal thereof to be deposited with the said party of the second part, and shall not commit or suffer any strip or waste of said premises, and shall pay all the moneys secured by this mortgage at the time and in the manner herein specified; then these presents shall be void, and the estate hereby granted shall cease and determine.

And the said parties of the first part, for themselves and their heirs, executors and administrators, do hereby promise, covenant and agree to pay to the said party of the second part his executors. administrators or assigns, the said sum of money and interest mentioned in said promissory note, and secured to

be paid as aforesaid. And if default shall be made in the payment of the said sum of money, or any part thereof as provided in the said note, or if the interest that may become due thereon or any part thereof shall be behind and unpaid for the space of ten days, then and from thenceforth it shall be optional with the said party of the second part, his executors, administrators or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable. And the said parties of the first part hereby further covenant, promise and agree to and with the said party of the second part, to pay all taxes, assessments and insurance premiums that may be imposed upon said premises or upon this mortgage, or the money secured hereby during the continuance hereof, and to pay all costs, charges and expenses in collecting the moneys hereby secured, including reasonable attorney's fees and commissions, whether collected by foreclosure or otherwise, and any and all moneys paid out by the said party of the second part, by reason of the default of the parties of the first part to pay the moneys so stipulated, shall draw interest at the same rate as the promissory note aforesaid, and said moneys necessarily paid by the party of the second part shall be secured by this mortgage. And the said parties of the first part hereby waive all right of homestead and exemptions granted by the Constitution and Laws of Florida.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals the day and the year first above written.

Signed, Sealed and Delivered in Presence of Us:

G.S.Hall — Theodore Lyons, (L.S.)
Ernest S.L.Hall — Zipporah E. Lyons, (L.S.)

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY, That on this 24th day of January A.D. 1917., before me, the undersigned authority, personally appeared Theodore Lyons and Zipporah E.Lyons, his wife, known to me to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned. And the said Zipporah E.Lyons, the wife of the said Theodore Lyons on an examination taken and amde separately and apart from her said husband, acknowledged that she made herself a party to the instrument for the purpose of renouncing and relinquishing her dower and rights of dower and conveying her separate estate in amd to the lands, tenements and hereditaments therein described and thereby granted and released, and that she executed said instrument freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal the date aforesaid.

G.S.Hall
Notary Public, State at Large
My Commission expires Feb. 13th, 1919.

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I, Katie Rives, a Notary Public in and for said County and State, hereby certify that G.S.Hall, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that Theodore Lyons and Zipporah E.Lyons, grantors, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantors, and of the other witness, and that such other witness subscribed his name as a witness in his presence.G.S.Hall.

GIVEN under my hand and seal this the 23rd day of October, 1918.

Katie E.Rives,
Notary Public County, Fla.
State of Florida at Large

My Commission expires February 19th, 1920.

STATE OF ALABAMA)
BALDWIN COUNTY)

I, James M. Voltz, 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 and 1903, viz: 75¢

James M. Voltz
Judge of Probate

by J.L.Kessler, Clerk.

THE STATE OF ALABAMA) Office of
BALDWIN COUNTY) the Judge of the Probate Court.

I, James M. Voltz, judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 14th day of Feb. 1917., at 8:00 oclock A.M., and I further certify that the same is duly recorded in Record Book 17 Mtgs., page 91, and duly examined.

Witness my hand this 17th day of Feb., 1917.

Jas. M.Voltz,
Judge of Probate,

by J.L.Kessler, Clerk.

M O R T G A G E.

FROM

Theodore Lyons, & wife

TO

W.G.Hortshorn,

Filed for Record inthe office of Judge of the Probate of the County of Baldwin, State of Alabama, on the 8th day of Jan. 1919. and Recorded in Mortgage Record No.18 Mtg. on page 654-55 and the Record verified.

Jas. M.Voltz
Judge of Probate
Baldwin Co., Ala.

by J.L.Kessler, Clerk. D.C.

Exhibit "B"

THIS INDENTURE, made this 5th day of March, A. D., 1917, between R. E. Bayles and Laura M. Bayles, his wife, of the county of Hillsborough, State of Florida, of the first part, and J. M. Dodson, of the county of Hillsborough, State of Florida, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seven hundred($ 700.00), to them in hand paid by the said J. M. Dodson, party of the second part, the receipt whereof is hereby acknowledged, by these presents, do grant, bargain, sell, convey, and confirm to the said party of the second part, and to his heirs and assigns forever, all the following piece, parcel, or tract of land situated, lying and being in the county of Baldwin, State of Alabama, and describd as follows:

The Northeast Quarter of the Northeast Quarter, Section Twenty-three, and the Southeast Quarter of the Southeast Qu arter, Section Fourteen, Township Six South, Range Five East, as shown by the records in the Clerk's office of said county, and being the same land conveyed to parties of the first part by Theodore Lyons by deed dated February, 24th, 1917.

TOGETHER with all and singular the tenements and hereditaments and appurtenances thereunto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the above granted premises, with the appurtenances, unto the said party of the second part, his heirs, and assigns forever.

And the said parties of the first part, for themselves and their heirs, executors and administrators, do covenant with the said party of the second part, his heirs, executors, administrators and assigns that they are lawfully seized of the said premises in fee simple, and have a good right to sell and convey the same to the said party of the second part; that the said p emises are free and discharged from all taxes, tax titles, or certificates, judgments, mechanics liens and encumbrances of any kind whatsoever.

And that they will, and their heirs shall WARRANT AND DEFEND the same to the said party of the second part, his heirs and assigns forever, against the lawful claims and demands of all persons.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators shall pay to the said party of the second part, his executors, administrators or assigns one certain promissory note of even date herewith for $700.00, payable six months after date at the Exchange National Bank, Tampa, Fla., signed by R. E. Bayles and payable to the order of J. M. Dodson and drawing interest after date at 6% per annum.

And until payment of said note shall pay all taxes and assessments levied or assessed on the said premises, or upon this Mortage, and the money secured hereby, and shall keep the buildings which are now or may hereafter be erected thereon insured against all risk by fire in a sum not less than dollars, in a good and responsible insurance company, for the benefit of said party of the second part, said insurance company to be approved by and the policies or any renewals thereof to be deposited with the said party of the second part, and shall not commit or suffer any strip or waste of said premises,

and shall pay all the moneys secured by this mortgage at the time and in the manner herein specified; then these presents shall be void, and the estate hereby granted shall cease and determine.

And the said parties of the first part, for themselves and their heirs, executors and administrators, do hereby promise covenant and agree to pay to the said party of the second part, his executors, administrators or assigns, the said sum of money and interest as mentioned in said promissory note, and secured to be paid as aforesaid. And if default shall be made in the payment of the said sum of money, or any part thereof as provided in the said note, or if the interest that may become due thereon or any part thereof shall be behind and unpaid for the space of thirty days, then and from thenceforth it shall be optional with the said party of the second part, his executors, administrators or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable. And the said parties of the first part hereby further covenant, promise and agree to and with the said party of the second part, to pay all taxes, assessments and insurance premiums that may be imposed said premises or upon this Mortgage, or the money secured hereby during the continuance hereof, and to pay all costs, charges and expenses in collecting the moneys hereby secured, including reasonable attorney's fees and commissions, whether collected by foreclosure or otherwise, and any and all moneys paid out by the said party of the second part, by reason of the default of the parties of the first part to pay the moneys so stipulated, shall draw interest at the same rate as the promissory note aforesaid, and said moneys necessarily paid by the party of the second part shall be secured by this mortgage. And the said parties of the first part hereby waive all right of homestead and exemptions granted by the Constitution and Laws of Florida.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands and affixed their seals the day and the year first above written.

Signed, sealed and delivered in presence of us:
M. L. Price, J. W. Herring.

R. E. Bayles (L.S.)
Laura M. Bayles (L.S.)

STATE OF FLORIDA,)
COUNTY OF HILLSBOROUGH)

I hereby certify that on this the 5th day of March, A. D., 1917, before me, the undersigned authority, personally appeared R. E. Bayles and Laura M. Bayles, his wife, known to me to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned. And the said Laura M. Bayles, the wife of the said R. E. Bayles, on an examination taken and made separately and apart from her husband, acknowledged that she made herself a party to the said instrument for the purpose of renouncing and relinquishing her dower and rights of dower and conveying her separate estate in and to the lands, tenements and hereditaments therein described and thereby granted and released, and that she executed said instrument freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal the date aforesaid.

M. L. Price.
Notary Public, State at large.
(Seal)

My commission expires May 13th, 1917.

R. E. Bayles.

STATE OF FLORIDA,)
)
COUNTY OF HILLSBOROUGH.)

I, William Utech, a Notary Public, in and for said state and county, hereby certify that J. W. Herring, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that R. E. Bayles and Laura M. Bayles, his wife, the grantors, voluntarily executed the same in his presence, and in the presenceof the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor, and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand and seal, this 16th day of January, 1918 .

William Utech, Notary Public,
State at large.
My Commission expires on April
6th, 1921.

MORTGAGE from R. E. Bayles to J. M. Dodson.
Filed for Record in the Office of the Judge of Probate of the County of Baldwin, State of Alabama, on the 8th day of January, 1919, and Recorded in Mortgage Record BNo.18 N. S on page 653-54 and the Record verified.

JAMES M. VOLTZ, Judge of Probate,
Baldwin Co., Ala, by
J. L. KESSLER, Clerk.

STATE OF ALABAMA,)
BALDWIN COUNTY.)

I, James M. Voltz, 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 and 1903.--five cents.

James M. Voltz, Judge of Probate,
by J. L.Kessler, Clerk.

STATE OF ALABAMA,) Office of the Judge of the Probate Court.
BALDWIN COUNTY.)

I, James M. Voltz, Judge of Said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 16th day of March, 1917 at 8 O' clock A. M., and I further certify that the same is duly recorded in Record Book No. 17 N. S., page 164 and duly examined.

Witness my hand this 16th day of March, 1917.

James M. Voltz, Judge of Probate,
by J. L. Kessler, Clerk.

Largest Weekly Circulation in South Alabama

Bay Minette, Ala., April 26th, 1919

M

G. W. Hartshorn,
vs
Zipporah Lyons, et al

NOTICE TO NON-RESIDENTS
Rickarby, Frazer & Beebe, Attys
for Complainant

THE BALDWIN TIMES

ABNER J. SMITH, PROPR.

FINE JOB PRINTING. BEST ADVERTISING MEDIUM

PROMPT SERVICE. LOWEST PRICES. LOCAL AND LONG DISTANCE TELEPHONE

All Bills Must Be Paid Within 30 Days

To publishing above Non-Resident Notice in The Baldwin Times in issues of April 3rd, 10th, 17th and 24th, 1919: 187 words @ 4½ ¢ per word..... $8.41

OFFICIAL ORGAN FOR PUBLICATION OF ALL COUNTY ADVERTISING

CIRCULATION GUARANTEED TO BE THE LARGEST IN BALDWIN COUNTY

THE BALDWIN TIMES

ABNER J. SMITH, PROPRIETOR

DEVOTED TO THE INTEREST OF BALDWIN COUNTY AND HER PEOPLE

PUBLISHED EVERY THURSDAY

SUBSCRIPTION: $1.00 PER YEAR IN ADVANCE

ADVERTISING RATES ON APPLICATION

TELEPHONE NO. 7, LOCAL AND LONG DISTANCE

BAY MINETTE, ALA.,

Notice to Non-Residents.

G. W. Hartshorn vs Theodore Lyons, Zipporah Lyons and Robert S. McCandless.

The State of Alabama, Baldwin County. In Equity. Circuit Court No. 163. of Baldwin County.

In this cause it being made to appear to the Register of this Court, by the affidavit of W. C. Beebe, agent of Complainant, that the Defendants Theodore Lyons, Zipporah Lyons and Robert S. McCandless, are non-residents of the State of Alabama, and further, that in the belief of said affiant the Defendants are over the age of 21 years; it is therefore ordered that publication be made in the Baldwin Times, a newspaper published in Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks, requiring the said Theodore Lyons, Zipporah Lyons and Robert S. McCandless, to answer or demur to the Bill of Complaint in this cause by the 3rd day of May, 1919, or after thirty days therefrom a decree Pro Confesso may be taken against them.

This 28th day of March, 1919.

T. W. Richerson,
Register of the Circuit Court of Baldwin County, Ala.

Rickarby, Frazer and Beebe,
Attys for Complainant. 1877-4

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

ABNER J. SMITH, being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

NOTICE TO NON-RESIDENTS

No. 163 in Baldwin County
Circuit Court, In Equity.

G. W. Hartshorn

vs

Theodore Lyons, et als

Was published in said Newspaper for 4 consecutive weeks in the following issues:

Date of first publication	April 3rd, 1919	Vol. 30	No. 7
" " second "	April 10th, 1919	Vol. 30	No. 8
" " third "	April 17th, 1919	Vol. 30	No. 9
" " fourth "	April 24th, 1919	Vol. 30	No. 10

Subscribed and sworn to before the undersigned

this 28 day of Apr 1919.

T W Richerson
Clerk Circuit Court.

Abner J. Smith
Publisher.

Filed 4/28/919.
D. M. Pickman
Register

Pltff

Supacor

" "

" "

Deft

in

" "

Largest Weekly Circulation in South Alabama

Bay Minette, Ala., March 25th, 1921

M

G. W. Hartshorn, Complainant
vs
Theodore Lyons, et al

Chancery Sale of Land
Rickarby & Beebe
Attys for Complainant

THE BALDWIN TIMES

ABNER J. SMITH, PROPR.

FINE JOB PRINTING. BEST ADVERTISING MEDIUM

PROMPT SERVICE. LOWEST PRICES. LOCAL AND LONG DISTANCE TELEPHONE

All Bills Must Be Paid Within 30 Days

To publishing Notice of Chancery Sale of Land in
issues of March 10th, 17th and 24th, 1921:
189 words @ $3\frac{1}{2}$¢ per word..... $6.66

OFFICIAL ORGAN FOR PUBLICATION OF ALL COUNTY ADVERTISING

CIRCULATION GUARANTEED TO BE THE LARGEST IN BALDWIN COUNTY

THE BALDWIN TIMES

ABNER J. SMITH, PROPRIETOR

DEVOTED TO THE INTEREST OF BALDWIN COUNTY AND HER PEOPLE

PUBLISHED EVERY THURSDAY

SUBSCRIPTION: $1.00 PER YEAR IN ADVANCE

ADVERTISING RATES ON APPLICATION

TELEPHONE NO. 7, LOCAL AND LONG DISTANCE

BAY MINETTE, ALA.,

Chancery Sale of Land.

In the Circuit Court of Baldwin County, In Equity.
No. 163.

G. W. Hartshorn, Complainant, vs. Theodore Lyons, Zipporah E. Lyons, Robert S. McCandless, and J. M. Dodson, Respondents.

Notice is hereby given that under and by virtue of a decree rendered on the 3rd day of February, 1921, in the above entitled cause, I will proceed to sell at public outcry, to the highest bidder for cash, in front of the Court House of Baldwin County in the town of Bay Minette, in the County of Baldwin, the 11th day of April, 1921, at 12 o'clock M., the following described property, to-wit:

The Southeast quarter of the Southeast quarter, Section fourteen, and the Northeast quarter of the Northeast quarter, Section Twenty-three, Township Six South of Range five East of St. Stephens, Meridian, Alabama, containing eighty acres, more or less, in Baldwin County, Alabama, together with all the rights, members, priviliges and appurtenances thereto belonging or in any wise appertaining.

Witness my hand this 8th day of March, 1921.

T. W. Richerson,
Register.

Rickarby and Beebe,
Atty's. for Complainant.

4-3t

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

W. M. Moore, being duly sworn, deposes and says that he is the FOREMAN of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Chancery Sale of Land.

In the Circuit Court of Baldwin County, In Equity.
No. 163.

G. W. Hartshorn, Complainant, vs. Theodore Lyons, Zipporah E. Lyons,

Was published in said Newspaper for 3 consecutive weeks in the following issues:

Date of first publication	March 10th, 1921	Vol. 32	No. 4
" " second "	March 17th, 1921	Vol. 32	No. 5
" " third "	March 24th, 1921	Vol. 32	No. 6
" " fourth "		Vol.	No.

Subscribed and sworn to before the undersigned

this 25th day of March 1921.

T. W. Richerson
Clerk Circuit Court.

W. M. Moore
Foreman.

Sold J W
Hanlehorn
for 796 15

Filed Mar 25/1921
T. W. Rieemore
Register

Largest Weekly Circulation in South Alabama

Bay Minette, Ala., August 20th, 1920

M

G. W. Hartshorn, Complainant
vs
Zipporah Lyons, et al Defendant

Notice to Non Residents
Rickarby & Beebe,
Attys for Deft.

THE BALDWIN TIMES

ABNER J. SMITH, PROPR.

FINE JOB PRINTING. BEST ADVERTISING MEDIUM

PROMPT SERVICE. LOWEST PRICES. LOCAL AND LONG DISTANCE TELEPHONE

All Bills Must Be Paid Within 30 Days

To publishing Non-Resident Notice in issues of July 22 and 29th and August 5th and 12th, 1920:
195 words @ 4½¢ per word..... $8.77

OFFICIAL ORGAN FOR PUBLICATION OF ALL COUNTY ADVERTISING

CIRCULATION GUARANTEED TO BE THE LARGEST IN BALDWIN COUNTY

THE BALDWIN TIMES

ABNER J. SMITH, PROPRIETOR

DEVOTED TO THE INTEREST OF BALDWIN COUNTY AND HER PEOPLE

PUBLISHED EVERY THURSDAY

SUBSCRIPTION: $1.00 PER YEAR IN ADVANCE

ADVERTISING RATES ON APPLICATION

TELEPHONE NO. 7, LOCAL AND LONG DISTANCE

BAY MINETTE, ALA.,

Notice to Non-Residents.

G. W. Hartshorn, Complainant, vs. Zipporah Lyons, Theodore Lyons, Robert S. McCandless, and J. M. Dodson, Defendants. State of Alabama, Baldwin County. Circuit Court, Baldwin County, Alabama, In Equity. No. 163.

In this cause it being made to appear to the Register of this Court, by the affidavit of W. C. Beebe, agent of Complainant, that the Defendants, Theodore Lyons, Zipporah Lyons, Robert S. McCandless, and J. M. Dodson, are non-residents of the State of Alabama, and further, that in the belief of said affiant the Defendants are over the age of twenty-one years; it is therefore ordered that publication be made in the Baldwin Times, a newspaper, published in Bay Minette, Baldwin County, Alabama, once a week for four consecutive weeks, requiring the said Theodore Lyons, Zipporah Lyons, Robert S. McCandless and J. M. Dodson, to answer or demur to the Bill of Complaint in this cause by the 3rd day of August, 1920, or after thirty days therefrom a decree pro-esso may be taken against them. This 20th day of July, 1920.

T. W. Richerson,
Register of the Circuit Court of Baldwin County, Ala.
Clearby and Beebe,
Attys for Complaiant. 23-4t

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

P. C. Smith, being duly sworn, deposes and says that he is the FOREMAN of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Was published in said Newspaper for 4 consecutive weeks in the following issues:

Date of first publication July 2nd, 1920 Vol. 31 No. 23

" " second " July 29th, 1920 Vol. 31 No. 24

" " third " August 5th, 1920 Vol. 31 No. 25

" " fourth " August 12th, 1920 Vol. 31 No. 26

Subscribed and sworn to before the undersigned

this 26 day of Aug 1920.

T. W. Richerson
Clerk Circuit Court.

P. C. Smith
Foreman.

Decree of sale on reference.

W. G. HARTSHORN	Circuit Court, Baldwin County,
Complainant,	Alabama, in equity sitting.
-Vs-	No. 121.
THEODORE LYONS et al,	
Defendants,	

This cause came on to be heard upon the pleadings and proofs in the cause, and thereupon, upon consideration thereof, the Court is of the opinion that the Complainant is entitled to the relief prayed for in his said Bill. It is therefore ordered, adjudged and decreed that the Complainant have a decree for the amount due on the note and mortgage, which is a lien upon the lands described in said bill, for the payment of the amount due on the note and mortgage described in the said Bill now due, including principal and interest and a reasonable attorney's fee, and it having been referred to the Register to ascertain the amount due on said note and mortgage, including a reasonable attorney's fee to the Complainant, and the report of the Register having been read in open court and lain over for one entire day and no exceptions having been filed; it is ordered, adjudged and decreed that the said report be in all things confirmed; and it appearing from said report that there is now past due the sum of $710.50.

It is ordered, adjudged and decreed, that if the sum of $710.50 with interest, which is now due, to-gether with the costs of this suit to be taxed by the Register, is not paid within thirty days after the enrollment of this decree to the Register or the Complainant or his Solicitors of Record, the Register is ordered to advertise and sell for cash to the highest bidder, at public auction, before the Court house door in Baldwin County, Alabama, the following described lands, or as much thereof as is necessary to pay

W. G. HARTSHORN	)	Circuit Court, Baldwin County,
Complainant,	)	Alabama, in equity sitting.
-Vs-	)	
THEODORE LYONS et al	)	
Defendants,	)	

Comes the Complainant in the above styled cause by his attorney and moves that said cause be sudmitted for final decree.

Richard H Beeke
SOLICITOR FOR COMPLAINANT.

7

#163

Filed Sept 29/920
T O Rimmon
Register

RECORDED

W. G. HARTSHORN	)	Circuit Court, Baldwin County,
Complainant,	)	Alabama, in equity sitting.
-Vs-	)	
THEODORE LYONS et al,	)	
Defendants	)	

This cause being submitted upon the original bill, decree pro confesso and the proof as noted by the Register, and being considered by the court, the court is of the opinion that the Complainant is entitled to the relief as praying for in his said bill.

It is therefore ordered, adjudged and decreed that the Honorable T. W. RICHERSON, Register, hold a reference on the 28th day of ~~December~~ 1920, and ascertain the amount of indebtedness due on said mortgage and ascertain a reasonable attorney's fee to be allowed Complainant's attorney in said cause and his finding to report in this court for future decree.

Done this the 17th day of December, 1920.

John D. Leigh
Judge.

Deed for Reference

Filed Dec 18/920
T W Riemmore
Register

RECORDED

6

RECORDED

W. G. HARTSHORN, Complainant,	)	IN THE CIRCUIT COURT OF
	(	
-vs-	)	BALDWIN COUNTY, ALABAMA.
	(	
THEODORE LYONS, et al,	)	IN EQUITY.
Defendants,	(	

TO THE HONORABLE JOHN D. LEIGH, Judge of Said Court.

Come Rickarby & Beebe, solicitors for Complainant, and moves that report of the Register filed in this cause on July 13th, 1921, be submitted to the Judge of this Court for final decree.

This July 18, 1921

Rickarby & Beebe

Solicitors for Complainant.

7

Filed July 18/92
D. W. Simmons
Register

RECORDED

W. G. HARTSHORN, Complainant	))	IN THE CIRCUIT COURT OF
	()	
-vs-	()	BALDWIN COUNTY, ALABAMA.
	((	
THEODORE LYONS, et al,	()	IN EQUITY.
Defendants,	()	

TO THE HONORABLE JOHN D. LEIGH, Judge of said Court.

This cause is submitted for final decree on the report of the Register on the date of July 13th, 1921. And it appearing that said report was filed on said date in the office of the Register and no objections or exceptions having been filed there to:-

It is ordered, adjudged and decreed that said report be and the same is hereby in all things ratified and confirmed.

It is further ordered, adjudged and decreed that the Register of this Court execute and deliver to the said W. G. Hartshorn, the purchaser at the sale mentioned and described in said Court, a deed of conveyance conveying to the said W. G. Hartshorn all the right, title and interest of the parties to this suit in and to the lands set out and described in said report. The Register will disburse the prodeeds of the sale of said lands in accordance with the decree of this Court rendered Feb. 3rd, 1921.

Done this the 2 day of ~~July~~ August, 1921.

John D. Leigh
Judge 21st Judicial Circuit.

RECORDED

First National Bank of Tampa.

$500.00 (3) Tampa, Fla. Jan. 24, 1917

One year after date I promise to pay

to the order of W. G. Hartshorn

Five Hundred and no/100 Dollars

AT THE FIRST NATIONAL BANK OF TAMPA, FLORIDA, FOR VALUE RECEIVED, WITH INTEREST AFTER ~~MATURITY~~ date AT THE RATE OF ~~TEN~~ 6 PER CENT PER ANNUM UNTIL PAID.

NOW, SHOULD IT BECOME NECESSARY TO COLLECT THIS NOTE THROUGH AN ATTORNEY, EITHER OF US, WHETHER MAKER, SECURITY, OR ENDORSER ON THIS NOTE, HEREBY AGREES TO PAY ALL COSTS OF SUCH COLLECTION, INCLUDING A REASONABLE ATTORNEY'S FEE.

THE DRAWERS AND ENDORSERS SEVERALLY WAIVE PRESENTMENT FOR PAYMENT, PROTEST AND NOTICE OF PROTEST AND NON-PAYMENT OF THIS NOTE.

Theodore. Lyons

Due 1918

Wm. Mann Co., Philadelphia

Filed Sept 29, 1930

Register

W. V. HARTSHORN, Complainant,	)	Circuit Court, Baldwin County,
-Vs-	)	Alabama, in equity sitting.
THEODORE LYONS et al, Defendants,	)	

To the HONORABLE JOHN D. LEIGH, Judge of the said Court;

The Register of this court begs to report that in obedience to the order and decree of this court, made on the 17th day of December, 1920, that a reference be held in the above styled cause, to ascertain the amount due Complainant in said cause on the note and mortgage described in his original Bill, together with attorney's fees and to report the same to this Honorable Court;

Said reference was held by him in his office at Bay Minette, Alabama on the 28th day of ~~October~~ December, 1920, and was attended by W. C. Beebe, one of the Solicitors for the Complainant, and the testimony of H D Moore, an attorney at law, being introduced as to what was a reasonable attorney's fee in said cause. And from the proof aduced by Complainant and the examination of exhibit, A, and the original Bill of Complaint the Register finds that the amount due Complainant from Defendant, THEODORE LYONS, upon the note and mortgage, including the interest but excluding attorney's fee is the sum of $617.83, and from the testimony of the said H D Moore, an attorney at law, the Register finds that the sum of $92.67 is a reasonable attorney's fee in said cause under the terms of said mortgage and note.

I, therefore, as Register report to this court, due by the Defendant, THEODORE LYONS, to Complainant, under the terms of said note and mortgage at this day, including a reasonable attorney's fee, is the sum of $710.50.

Reference submitter this the 28 day of December 1920.

D W Richerson
REGISTER.

Report 8

Filed Dec 28th 1920
T. W. Reilemon
Register

RECORDED

RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

(Signature or name of addressee.)

(Signature of addressee's agent.)

Date of delivery, 4/1, 1919

Filed 4/3/1919 P. Wyckoff Postmaster.

Form 3811

C 5—6116

Post Office Department

OFFICIAL BUSINESS

SPRINGFIELD APR 1 5 30 PM 1919 MO.

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

Postmark of Delivering Office

and Date of Delivery.

REGISTERED ARTICLE No. 180

INSURED PARCEL No. _____

Return to J. M. Richerson
(Name of sender.)

Street and Number, or Post Office Box, _____

Post Office at Bay Minette

State Ala

C 5—6116

W. G. HARTSHORN, Complainant, (IN THE CIRCUIT COURT OF
)
-vs- (BALDWIN COUNTY, ALABAMA.
)
THEODORE LYONS, et al, (IN EQUITY.
Defendants,)

TO THE HONORABLE JOHN D. LEIGH, Judge of said Court.

Whereas on the 3rd day of February, 1921, this Honorable Court made and entered a decree directing the Defendants, Theodore Lyons, Zipporah Lyons, Robert S. McCandass and J. M. Dodson, to pay to the Complainant the sum of $710.50 together with cost in this suit within thirty days from the rendition of such decree, being the amount due the Complainant from the Defendants as claimed in his bill of complaint; that said defendants have failed and refused to pay said sum as specified in said decree.

Wherefore, I, T. W. Richerson as register of said Court, did on the 11th day of April, 1921, at 12 o'clock noon, after advertising the time, place and terms of sale, together with a description of the lands to be sold, once a week for three successive weeks in the Baldwin Times, a newspaper published in Baldwin County, Alabama, in its issues of March 10th, 17th and 24th, 1921, and for thirty days before the time set for sale by posting at the Court House Door, sell at public outcry to the highest bidder for cash in front of the Court House Door of Baldwin County, Alabama, at such time the following described lands, situated in the County of Baldwin, State of Alabama, to-wit:-

Southeast quarter of the Southeast quarter of Section Fourteen, Northeast quarter of the Northeast quarter of Section Twenty-three, Township Six South of Range Five East of St. Stephens Meridian.

At which sale the Complainant, W. G. Hartshorn became the purchased of said lands at the sum of $ 89/32, which was the best bid for the same. And said purchaser having paid in full the purchase price and the costs in this cause this report is made in compliance with the aforesaid decree for such further orders and decree as may by law be required in this cause.

This July 13/921 T W Richerson
Register

Filed July 13, 1924
D. J. Rimmon
Register

RECORDED

W. G. Hartshorn, Complainant.	)	
vs	)	Circuit Court Baldwin County, Alabama. In Equity.
Theadore Lyons, et al, Defendants	)	

Comes the complainant in the above styled cause by his solicitors, Rickarby & Beebe, and file this motion that said cause be submitted to the Judge of this Court for confirmation of the Reference in said cause heretofore held by the Register.

Rickarby & Beebe
Solicitors for Complainant.

Request for 8
Submission of Report

Filed Feb 2, 1921
T. H. Robinson
Register

RECORDED

W. F. Hartshorn
Complainant,
vs
Theodore Lyons, et al,
Defendants.

Circuit Court Baldwin County
Alabama. In Equity.

Comes this complainant in the above styled cause by his solicitors and & Decree, and file this notice that he will submit to the Decree of this Court upon the Report of the Register in said cause heretofore rendered in the premises.

Solicitors for Complainant.

8571 CERTIFICATE OF PUBLICATION.

W.H.Hartshorn,

vs.

Theodore Lyons et als.

THE STATE OF ALABAMA,

Baldwin COUNTY.

CIRCUIT COURT, IN EQUITY.

Fall Term, 19 19

I, T.W.Richerson, Register of the Circuit Court of Baldwin County, of the State of Alabama, hereby certify that on the affidavit of W.C.Bee, Agent of Complainant,

on the 27th day of March 19 19, an order of publication was made to Theodore Lyons and Zipporah Lyons, Robert S Mc Candless, who are non-resident s who reside at Robert S Mc Candless Mena Arkansas, and was published in the Baldwin Times a newspaper published in Bay Minette, Alabama, once a week, for four consecutive weeks, commencing on the 3rd day of April 19 19, requiring the said Theodore Lyons,aZipporah Lyonsa and Robert S Mc Candless to answer or demur to the Bill of Complaint in the cause on the 3rd day of May 19 19, or in thirty days therefrom a decree Pro Confesso may be taken against them

And that a copy of said order was forwarded by mail, on the day of 19, addressed to at

and that one other copy of said order was posted at the Courthouse door of said County for four consecutive weeks, commencing on the 3rd day of April 19 19.

T.W. Richerson

Register.

3

No. 163

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT, IN EQUITY.

W. G. Hartshorn

vs.

Theodore Lyons et als.

CERTIFICATE OF PUBLICATION.

Filed in office this 31

day of July 19 9

D W Richmond

Register.

RECORDED

8581 NOTE OF TESTIMONY.

W. G. Harlehorn

vs.

Theodore Lyons, et al.

THE STATE OF ALABAMA,

BALDWIN COUNTY

IN EQUITY,

CIRCUIT COURT OF BALDWIN COUNTY.

Amended 7

This cause is submitted in behalf of Complainant upon the ~~original~~ Bill of Complaint, Decree pro Confesso and Exhibits A & B original & of ex Debit A, and original note

~~and in behalf of Defendant upon~~

D. M. Richerson

Register

6

No. 163.

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN EQUITY,
CIRCUIT COURT OF BALDWIN COUNTY.

G W Hartshorn

vs.

Theodore Lyons
et al

NOTE OF TESTIMONY.

Filed in Open Court this 29th
day of Sept 1920

D. P. McEachern
Register

RECORDED

8606 DECREE PRO CONFESSO OF PUBLICATION. Baldwin Times Print.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT, IN EQUITY.
No. ..... Term, 19.....

W. R. Harlshorn ..... Complainant.....

vs. Theodore Lyons, et al ..... Defendant.....

In this cause it appears to the Register T W Richerson that the order of publication heretofore made in this cause, was published for four consecutive weeks, commencing on the 2 day of July, 1920, in the Baldwin Times a newspaper published in Balowin Alabama, that a copy of said order was posted at the Court House door in Balowin County, on the 2nd day of July 1920, and a copy of summons and complaint having been sent by registered mail as required by law to Robert S McCandless and J M Dodson and returns receipts received and filed April 3, 1919 and ~~August~~ 1920

And it now further appearing to the Register T W. Richerson, that the said Theodore Lyons, Zipporah E Lyons, Robert S McCandless and J. M. Dodson

having to the date hereof failed to demur, plead to or answer the Bill of Complaint in this cause, it is now, therefore, on motion of Complainant....., ordered and decreed by the Register T W Richerson that the Bill of Complaint in this cause be, and it hereby is in all things taken as confessed against the said Theodore Lyons, Zipporah E Lyons, Robert S McCandless and J M Dodson

This 27 day of Sept, 1920

T W Richerson
Register.

No._____ Page_____

THE STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY

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_____

vs.

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_____

DECREE PRO CONFESSO ON PUBLICATION.

Issued Sept 27 19 20

T W Reinmon
Register.

Recorded in _____ Record

Vol._____ Page _____.

_____
Register.

RECORDED

8572 CERTIFICATE OF REGISTER AS TO NOTICE BY REGISTERED MAIL. FOR SALE BY GEO. D. BARNARD & CO., ST. LOUIS. S

W. H. Harshbarger

vs.

Theodore Lyons et al

CIRCUIT COURT OF

COUNTY,

IN EQUITY.

I, T. McNemar Register of said Court. do hereby certify that I did, on the 27 day of March 1919, send to Robert S McCandless Defendant whose address was Hiseria Arkansas by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such receipt was duly received and filed by me in this cause, on the 3rd day of Apr 1919

Witness my hand, this 3rd day of Apr 1919

T. McNemar

Register.

Acts 1915, Page 604.

2

No. 163

CIRCUIT COURT OF

Baldwin COUNTY,

IN EQUITY.

Eby

R W Hartshorne

vs.

Theodore Lyons

et al

CERTIFICATE OF REGISTER AS TO NOTICE BY REGISTERED MAIL.

Filed in office on this 3rd

day of Apr 1917

T M Reaves

Register.

RECORDED

No. ..... Fee, $ .....

Return to .....

MORTGAGE

FROM

Theodore Lyons & wife

TO

W. G. Hartshorn

Filed for Record in the office of the ~~Clerk~~ Judge of the ~~Circuit Court~~ Probate of the County of ~~Hillsborough~~ Baldwin, State of ~~Florida~~ Alabama, on the 8th day of Jan 19 19 and Recorded in Mortgage Record No. 18 mtgs on page 654-55 and the Record verified.

Jas M Voltz

~~Clerk of the Circuit Court~~ Judge of Probate Baldwin Co. Ala

By J L Keeler Clk, D. C.

CARL W. HILL, PRINTER, TAMPA, 14906

W. G. Hartshorn Rec 75
J. Adams Blsac Rec 1.35
Danville Ala
2/12/17 8 a.m.

STATE OF ALABAMA, Baldwin County. } I, James M. Voltz, 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 and 1903, viz: $ ..... cts. 75

James M Voltz Judge of Probate.

By J L Keeler Clerk.

THE STATE OF ALABAMA, BALDWIN COUNTY. } Office of the Judge of the Probate Court.

I, JAMES M. VOLTZ, Judge of said County, do hereby certify that the within instrument was filed in this office for record on the 14th day of Feb. 17 8 o'clock A M, and is duly recorded in Mortgage 17 Mtgs. Page 91 and this 17th day of Feby. 17.

Witness my hand this 17th day of Feby. 17.

Jas M Voltz Judge of Probate Court

By J L Keeler Clerk

W. C. Beebe

1/8/19 3:30 Pm 1.45 Rd

Filed Sept 29, 1920

Register

STATE OF FLORIDA,
COUNTY OF HILLSBOROUGH.

I HEREBY CERTIFY, That on this 24th day of January A. D. 1917, before me, the undersigned authority, personally appeared Theodore Lyons

and Zipporah E. Lyons his wife, known to me to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned. And the said Zipporah E. Lyons the wife of the said Theodore Lyons

on an examination taken and made separately and apart from her said husband, acknowledged that she made herself a party to the said instrument for the purpose of renouncing and relinquishing her dower and rights of dower and conveying her separate estate in and to the lands, tenements and hereditaments therein described and thereby granted and released, and that she executed said instrument freely and voluntarily, and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal the date aforesaid.

G. S. Hall
Notary Public State at Large.

My Commission expires Feb 13th, 1919

State of Florida,
County of Hillsborough
I, Katie E. Rives, a notary public in and for said County and State, hereby certify that G. S. Hall, a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn, stated that Theodore Lyons and Zipporah E. Lyons, grantors, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantors, and of the other witness, and that such other witness subscribed his name as a witness in his presence. G. S. Hall
Given under my hand and seal this the 23rd day of October, 1918.

Katie E. Rives
Notary Public, County, Fla.
State of Florida at Large

My commission expires
February 19th 1920.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above granted premises, with the appurtenances, unto the said part of the second part, his heirs and assigns forever.

And the said parties of the first part, for themselves and their heirs, executors and administrators, do covenant with the said party of the second part, his heirs, executors, administrators and assigns that they are lawfully seized of the said premises in fee simple, and have good right to sell and convey the same to the said party of the second part; that the said premises are free and discharged from all taxes, tax titles or certificates, judgments, mechanics' liens and encumbrances of any kind whatsoever

and that they will, and their heirs shall WARRANT AND DEFEND the same to the said party of the second part, his heirs and assigns forever, against the lawful claims and demands of all persons.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators shall pay to the said party of the second part his executors, administrators or assigns one certain promissory note of which the attached note is a full and correct copy:—

First National Bank of Tampa.

$500.00 Tampa, Fla. Jan. 24, 1917

One year after date I promise to pay

to the order of W. G. Hartshorn

Five Hundred and no/100 Dollars

AT THE FIRST NATIONAL BANK OF TAMPA, FLORIDA, FOR VALUE RECEIVED, WITH INTEREST AFTER ~~MATURITY~~ date AT THE RATE OF TEN PER CENT PER ANNUM UNTIL PAID.

NOW, SHOULD IT BECOME NECESSARY TO COLLECT THIS NOTE THROUGH AN ATTORNEY, EITHER OF US, WHETHER MAKER, SECURITY, OR ENDORSER ON THIS NOTE, HEREBY AGREES TO PAY ALL COSTS OF SUCH COLLECTION, INCLUDING A REASONABLE ATTORNEY'S FEE.

THE DRAWERS AND ENDORSERS SEVERALLY WAIVE PRESENTMENT FOR PAYMENT, PROTEST AND NOTICE OF PROTEST AND NON-PAYMENT OF THIS NOTE.

Theodore Lyons

Due

Wm. Mann Co. Philadelphia

executors, administrators or assigns, the said sum of money and interest as mentioned in said promissory note, and secured to be paid as aforesaid. And if default shall be made in the payment of the said sum of money, or any part thereof as provided in the said note, or if the interest that may become due thereon or any part thereof shall be behind and unpaid for the space of ten days, then and from thenceforth it shall be optional with the said party of the second part, his executors, administrators or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable. And the said parties of the first part hereby further covenant, promise and agree to and with the said party of the second part, to pay all taxes, assessments and insurance premiums that may be imposed upon said premises or upon this Mortgage, or the money secured hereby during the continuance hereof, and to pay all costs, charges and expenses in collecting the moneys hereby secured, including reasonable attorney's fees and commissions, whether collected by foreclosure or otherwise, and any and all moneys paid out by the said party of the second part, by reason of the default of the parties of the first part to pay the moneys so stipulated, shall draw interest at the same rate as the promissory note aforesaid, and said moneys necessarily paid by the party of the second part shall be secured by this Mortgage. And the said parties of the first part hereby waive all right of homestead and exemptions granted by the Constitution and Laws of Florida.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals the day, and the year first above written.

Signed, Sealed and Delivered in Presence of Us:

G S Hall

Ernest L. Hall

Theodore Lyons [L. S.]

Zipporah E. Lyons [L. S.]

[L. S.]

[L. S.]

This Indenture, made this 24th day of January A. D. 1917 between Theodore Lyons joined by his wife Lipporah E. Lyons of the County of Hillsborough State of Florida, parties of the first part, and W. G. Hartshorn of the County of Vermillion State of Illinois, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Hundred and no/100 ($500.00) Dollars, to them in hand paid by the said W. G. Hartshorn party of the second part, the receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell, convey and confirm to the said party of the second part, and to his heirs and assigns forever, all the following piece, parcel, or tract of land, situated, lying and being in the County of ~~Hillsborough~~ Baldwin, State of ~~Florida~~ Alabama, and described as follows:

Southeast quarter (SE 1/4) of the southeast quarter (SE 1/4) of Section Fourteen, and the northeast quarter (NE 1/4) of the northeast quarter (NE 1/4) of Section Twenty-three, in Township Six South, Range Five East, of the St. Stephens Meridian, Alabama, containing eighty acres

8601 Motion for Decree Pro Confesso on Publication.

The State of Alabama,

BALDWIN COUNTY.

CIRCUIT COURT, IN EQUITY.

No. ..... Term, 192.....

W. G. & W. Hartshorn ..... Complainants

vs.

Theodore Lyons, et. al ..... Defendants

Motion is hereby made for a Decree Pro Confesso against Theodore Lyons, Zipporah Lyons Robert S McCandless & J. M Dodson ..... Defendant

in the annexed stated cause, on the ground that more than thirty days have elapsed since the perfection of publication was made under the order of this Court; and it having been shown by due proof to the Court that said Defendant is a non-resident of the State of Alabama, and has failed to answer, plead or demur to the Bill in this cause, to the date hereof.

This 27 day of Sept 1920

Rickarby & Beebe

Solicitor.

746 Code.

Pro
12 50
10
24 50

4 2nd

No. ..... Page .....

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT, IN EQUITY.

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..... Complainants.

Vs.

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..... Defendants.

MOTION FOR DECREE PRO CONFESSO ON PUBLICATION.

RECORDED

Filed April 27 192 0

D M Riccinson

..... Register.

Recorded in ..... Record,

Vol. ..... Page .....

..... Register.

Baldwin Times Print, Bay Minette.

RECORDED