

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

Comes your Orator, R.W.Byrne, and brings this his bill of complaint against Charles Walker and Louisa Walker and shows unto your Honor as follows:

FIRST.

That your Orator is a citizen of the County of Mobile, and resides at Mobile, Alabama, and is over the age of twenty-one years; that the said Charles Walker is over twenty-one years of age and that his residence is unknown to your Orator, but when last heard of his post office address was said to be Wilda, Louisiana; that the said Louisa Walker is over twenty-one years of age and is now residing in BayMinette, Baldwin County, Alabama.

SECOND.

That your Orator further shows unto your Honor that on the 23rd day of December 1914, the said respondent, Charles Walker, executed a mortgage to your Orator to secure an indebtedness of One hundred Dollars evidenced by a promissory note for said amount dated December 23rd, 1914, and payable sixty days after its date, and agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, whether same be collected or secured by suit or otherwise; that said mortgage deed conveyed as security for said indebtedness the following described real estate situate in Baldwin County, Alabama, to-wit:

The Southwest (SW₂) quarter of Section Fourteen (14) in Township four (4) South of Range two (2) East of St. Stephens Meridian in Alabama, containing one hundred sixty-two acres and fifteen hundredths of an acre.

A copy of said note and mortgage is hereto attached, marked

Exhibits "A" and "B" and by reference expressly made a part of this Bill of Complaint.

THIRD.

Your Orator avers that the said respondents have wholly made default in paying the indebtedness mentioned in said note, secured by said mortgage, and is still in default in paying said indebtedness. And your Orator avers that the respondents being in default in the payment of the indebtedness secured by said mortgage and the interest thereon, has elected to foreclose the said mortgage in and through this Honorable Court in order to satisfy said indebtedness.

PRAYER FOR PROCESS.

The premises considered, your Orator respectfully prays that said Charles Walker and Louise Walker be made parties respondent to this your Orator's bill of complaint and service be had upon the said respondents according to the course and practice of this Honorable Court.

PRAYER FOR RELIEF.

And your Orator further prays that this Honorable Court take jurisdiction of this cause, ascertain, decree and enter judgment against the respondents for the amount of the indebtedness due to your Orator under said mortgage and note, including a reasonable attorney's fee for conducting this foreclosure proceeding as provided for under said mortgage and note and that your Honor may be pleased to decree that said mortgage be foreclosed on the property described in the second paragraph of this bill of complaint and in said mortgage and that the same be condemned and sold to satisfy the said

indebtedness and attorney's fees, and that said respondents equity of redemption in said property be forever foreclosed.

And your Orator prays for such other and further relief as he is entitled to receive, the premises considered.

Chas. Haccix
Gordon Edgington
Attorneys for Complainant.

FOOT NOTE.

The respondents are required to answer each and every allegation of the above and foregoing bill of complaint from paragraph one to three, all inclusive, but not under oath, oath to each being hereby expressly waived.

Chas. Haccix
Gordon Edgington
Attorneys for Complainant.

The State of Alabama, :
:
Baldwin County. :

Personally appeared before me,

Cornelia Hall, a Notary Public in and for said State and County, Charles Hall, who being by me duly sworn, doth depose and say: That he is Agent and one of the attorneys for the complainant in this cause and that it is necessary to make the said Charles Walker one of the respondents to this suit; that the said Charles Walker is over 21 years of age; that affiant has made diligent inquiry to ascertain the residence of the said Charles Walker and after diligent inquiry has been unable to ascertain where he does reside and that his residence as he believes is not in the State of Alabama; that when last heard of was at Wilda Louisiana.

Sworn to and subscribed before me this 28th, day of March, 1919.

Chas. Haccix

Cornelia Hall
Notary Public

EXHIBIT "A".

THE STATE OF ALABAMA, :
BALDWIN COUNTY. :

BE IT KNOWN BY THESE PRESENTS,

That Charles Walker of the first part, in consideration of the sum of One hundred Dollars to me in hand paid by R.W.Byrne of the second part, the receipt of which is hereby acknowledged, I do grant, bargain, sell and convey unto R.W.Byrne, the said party of the second part, his heirs and assigns forever, the following described property, to-wit:

S.W. 1/4 Section 14, in T.S. 4 S. Range 2 East, containing one hundred and sixty two acres, more or less.

Together with all the improvements, rights and appurtenances therunto belonging or in anywise appertaining, TO HAVE AND TO HOLD the same unto the said party of the second part and to his heirs and assigns forever; Provided always and these presents are upon the express condition that the said party of the first part shall well and truly pay, or cause to be paid, to R.W.Byrne, the said party of the second part, his heirs and assigns, the sum of One hundred Dollars as evidenced by a certain promissory note of even date herewith made by said party of the first part, negotiable and payable at The Bank of Mobile, N.B.A., after date, for the sum of One hundred Dollars and interest, then these presents shall become void, otherwise to remain in full force. It is hereby agreed by the parties hereto that the party of the first part, may remain in control of the above described property until a default in payment and shall keep said property insured in some Fire Insurance Company of good standing to the amount of _____ and that the policy, so endorsed that the proceeds, in case of loss, shall be paid by the Insurance Company to the party of the second part, as his interest may appear his successors or assigns; and that if such insurance is not made, the part of the second part may insure the property and the premiums therefor shall become part of the principal of said debt. It is further agreed, that if default is made in the payment of the above described note of Charles Walker, the said party of the first part hereby vest the said R.W.Byrne, party of the second part, or his heirs and assigns, with full power and authority to sell said property, in person or by Agent, at public sale, to the highest bidder, for cash or on credit, after giving previous notice of the time, place and terms of sale, by publication once a week for three successive weeks, in a newspaper published in Baldwin County, and to make and to deliver all proper deeds to the purchaser; and the title so made the party of the first part hereby covenants to Warrant and Defend against the lawful claims of all persons.

The proceeds of said sale are to be applied as follows: First, to the payment of such reasonable attorney's fees as may be incurred in the execution of above power of sale, the expenses of advertising, selling and conveying, ~~that may be incurred in said proceedings, and all other costs and expenses that may have been incurred in said proceedings, and all such taxes as may be due on said land;~~ and all other costs and expenses that may have been incurred in said proceedings, and all such taxes as may be due on said land; Second, to the reimbursement of the party of the second part for any insurance premiums that may have paid; Third, to the amount due on said mortgage at the time of the sale; and Fourth, the surplus, if any, shall be returned to the said party of the first part, his heirs, executors or assigns.

And I do authorize and empower the said R.W.Byrne to bid at said sale, and to become the purchaser of said property or any part thereof at said sale, should he see fit so to do, and should said R.W.Byrne become the purchaser of said property or any part thereof, then I do authorize and empower the auctioneer, who shall sell under the power of sale herein contained, to make conveyance to said R.W. Byrne. All the rights, powers and privileges herein secured to the said R.W.Byrne shall enure to the benefit of the assignee of the debt herein secured, should the same be assigned or transferred.

IN WITNESS whereof, I have hereunto set my hand and

seal on this the 23rd, day of December, A.D., 1914.

Charles Walker (Seal)
Louisa Walker (Seal)

I. R. S. \$0.50 - Cancelled
Charles Walker.

STATE OF ALABAMA, :
MOBILE COUNTY. :

I, A.M. Kennedy, a Notary Public in and for said County and State, hereby certify that Charles Walker, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the said conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal at this 23rd, day of December 1914.

A.M. Kennedy, Notary Public,
Mobile County, Ala.

(Notary Seal)

State of Alabama, :
Baldwin County. :

I, Cornelia Hall, a Notary Public in and for said County and State, do hereby certify, that on the 17th, day of March 1919, came before me the within named Louisa Walker, known to me to be the wife of the within named Charles Walker who, being examined separate and apart from her husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats, on the part of the husband.

In witness whereof, I hereunto set my hand, this 17th, day of March 1919.

Cornelia Hall, Notary Public,
Baldwin County, Ala.

(Notary 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:
\$ - cts. 15.

J.H.H. Smith, Judge of Probate,
By, J.L. Kessler, Clerk.

The State of Alabama, : Office of the Judge of the Probate Court.
Baldwin County. :

I, J.H.H. Smith, 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 22nd, day of April 1915, and I further certify that the same is duly recorded in Record Book No. 15 Mtgs., Page 176 and duly examined.

Witness my hand this 29th, day of April 1915.

J.H.H. Smith, Judge of Probate
By, J.L. Kessler, Clerk. Court.

The State of Alabama, :
Baldwin County. :

Office of 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 18th, day of March 1919, at 11:25 O'Clock A.M., and I further certify that the same is duly recorded in record book number 22 mortgages, page 127-8 and duly recorded.

day of March 1919.

*James M. Voltz, Judge of Probate Court
By, J.L. Kessler, Clerk.*

Exhibit "B"

\$100.00

Mobile, Ala. Dec. 23, 1914.

Sixty days after date, without grace, I promise to pay to the order of R.W. Byrne one hundred and no/100 Dollars, for value received, with interest, payable at the BANK OF MOBILE, F.B.A., in Mobile, Alabama.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agree to pay this note and waives as to this debt, all right of exemption under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by suit, or otherwise.

And the maker, endorser, surety or guarantor of this note severally waives, demands, presentment, protest notice of protest, suit and all other requirements necessary to hold them.

Charles Walker.

Witness:

Moses Pleasure

(I.R. Stamp 2¢, cancelled by
Chas. Walker)

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon A.J.Mathes and Clara W Mathes

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

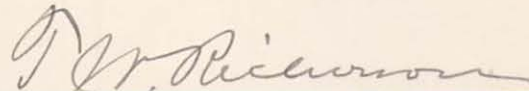
Milton L. Brown and Chas H. Brown, composing the firm of Brown and Brown a partnership composed of said Orators.

against said A.J.Mathes and Clara W Mathes,

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, T. W. Richerson, Register of said Circuit Court, this 1st day of April

1919.



Register.

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

Original 2nd

copyon A.J.Mathes and

Serve on Clara W Mathes.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No.

SUMMONS.

Brown and Brown

vs.

A.J.Mathes and Clara W
Mathes.

Page and Moorer.

Solicitor for Complainant.

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this 1st

day of April 1919.

Sheriff.

Executed this 8 day of

April 1919

by leaving a copy of the within Summons with

*A. J. Mathes
and Clara W. Mathes*

Defendant

O. B. Richardson

Sheriff

By *S. T. ...*

Deputy Sheriff.

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

IN THE CIRCUIT COURT,

In Equity.

TO THE HONORABLE, THE CIRCUIT COURT OF BALDWIN COUNTY, ALA-
BAMA, AND TO THE HONORABLE A. E. GAMBLE, JUDGE THEREOF:-

Your Orators, *Composing the firm of Brown & Brown, a partnership composed of*
Milton L. Brown and Chas. H. Brown,

humbly complaining, respectfully represents and shows unto
Your Honor and unto the Court:

FIRST.

That Orators are over the age of twenty-one years
and are residents of Mobile County, Alabama;

That A. J. Mathes and Clara W. Mathes are each over
the age of twenty-one years and residents of Baldwin County,
Alabama, residing at Fairhope, Alabama.

SECOND.

That the said A. J. Mathes is indebted to your Or-
ators in the sum of One Hundred Eighty-nine and 90/100
(\$189.90) for goods, wares and merchandise sold by your Orators
to the said A. J. Mathes between the dates of December 1st,
1918, and February 1st, 1919; that the said A. J. Mathes has
ruthlessly disposed of the greater portion of said goods at
a price greatly below the actual cost of said goods; Orators
are informed and believes that the goods are being sold at
such a price as will greatly prejudice the interest of his
creditors; that the above indebtedness is evidenced by an item-
ized verified statement attached hereto and marked exhibit "A"
and made a part hereof as though fully set out herein, leave
of reference to all exhibits being prayed as often as may be
necessary.

THIRD.

That at the time the above mentioned goods, wares and
merchandise was sold to the said A. J. Mathes he was the owner
of the following described real estate situated, lying and being
in Baldwin County, Alabama, to-wit:

Commencing at a stake which is thirty feet South of

Northeast corner of Southwest quarter of Southeast quarter, Section 17, Township 6 South, Range 2 East which stake is on South line of Morphy Avenue as per Plat filed in the office of Judge of Probate, Bay Minette, Alabama, in Miscellaneous Record pages 274-75, thence run South on quarter Section line 130 feet to a stake, thence West 70 feet to a stake, thence North 130 feet to a stake on South line of said Morphy Avenue, thence East on line of said Street 70 feet to point of beginning. Said lot being on the Northeast corner of Southwest quarter of Southeast quarter of Southeast quarter, Section 17, Township 6 South, Range 2 East, Baldwin County, Alabama. That the said property has always been claimed and owned by the said A. J. Mathes. That Orators are informed and *and upon such information and belief alleges the truth to be* believes that the said A. J. Mathes have conveyed the above described property to his wife Clara W. Mathes. That your Orators are unable to get a copy of the said conveyance as it is not of record, nor are they able to get the amount of purported consideration which is alleged to have been received for this property.

FOURTH.

Your Orators avers and states the truth to be that the said conveyance, which they are informed by the said A. J. Mathes to have been made, were made and executed by the said A. J. Mathes for the sole and exclusive purpose of defrauding your Orators to whom he is indebted in the sum of One Hundred Eighty-nine and 90/100 (\$189.90) Dollars as is shown by an itemized verified statement hereto attached, marked exhibit "A". That in fact and in truth no consideration was paid by the said Clara W. Mathes to the said A. J. Mathes, and that the said conveyance executed without consideration, is wholly and utterly void as to your Orators and the consideration therein expressed is simulated, fraudulent and void and the said A. J. Mathes reserved unto himself a secret equity in and to the real estate herein set out and described. That the said Clara W.

Mathes is the wife of the said A. J. Mathes.

PRAYER FOR PROCESS.

The premises considered, Your Orators respectfully prays that the said A. J. Mathes and Clara W. Mathes, defendants, be made parties respondent to this original Bill of Complaint by the usual process of this Honorable Court and that they be required to demur, plead to or answer the same within the time and under the pains and penalties as provided by law, or that the same be forever confessed.

PRAYER FOR RELIEF.

That on the final hearing of this cause that the said conveyance be declared fraudulent and void as to the debt of your Orators, and that it be ascertained by this Honorable Court by a reference, or otherwise, the amount due and owing from the said A. J. Mathes to your Orators, and that the said Clara W. Mathes and A. J. Mathes be required by a proper decree of this Honorable Court to surrender up the said conveyance to this Court and that the said conveyance be cancelled, avoided, annulled and set aside and that the records of the said conveyance, if there should be any, be so marked by the Register of this Court, and that the said real estate herein above described be subjected and sold to the satisfaction of your Orators indebtedness.

That if your Orators are mistaken in the relief above prayed for, that your Honor will grant unto her such other, further, different and general relief as in justice and equity they may be entitled to receive, under the allegations and proof they will ever pray, etc.

PAGE & MOORER,
Solicitors for Complainant

FOOT NOTE:

The defendants, A. J. Mathes and Clara W. Mathes are required to answer each and every paragraph of the foregoing Bill of Complaint, numbered from FIRST to FOURTH, both inclusive, but not under oath, answer under oath being hereby expressly waived.

PAGE & MOORER,

Solicitors for Complainant.

No 166

Original Bill

Brown & Brown

or

A. J. Mather & Clara
J. Mather.

Bill to set aside
Annuity,

THE REGISTER TO BE KEPT IN THE OFFICE OF THE
CLERK OF THE SUPREME COURT, AND TO BE
OPENED TO THE PUBLIC, UNDER THE FOLLOWING
PROVISIONS: -

PAGE 8 NUMBER

Filled 4/1/99
T. W. Richmond
Register

REGISTRATION FOR DOCUMENTS.

APR 2 1919 191

MOBILE, ALA.,

M^r A. J. Mathis

Fairhope Ala

IN ACCOUNT WITH

BROWN & BROWN

BAGGING.



TIES & GRAIN.

UNITED STATES FOOD ADMINISTRATION
LICENSE No. G. 21349

1918	To Bal. as per Statement			
	To Amt. Bill Rendered			
Dec 11	100 lbs Animal Feed	290	29	
	10 Men Feed	385	3859	
				6950
1919	Jan 22	10 lbs Slip Pats 50	84	4450
		20 " Bran	285	59
		5 " Men Feed	375	1875
				12025
	Interest			18775
				215
				18990



State of Alabama,
County of Mobile,

Before me, Jno. O. Goodman, a Notary Public in and for the County and State aforesaid, personally appear Milton L. Brown who is known to me to be a member of the firm of Brown and Brown and who being duly sworn, deposes and says that the above account against A. J. Mathis is just, true and correct, due and unpaid and that all proper credits have been made on same.

Sworn to and subscribed this
5th day of April 1919

Jno O Goodman
N. P.

Milton L Brown

STATE OF ALABAMA.

IN THE CIRCUIT COURT

BALDWIN COUNTY.

IN EQUITY. No. 166.

To The Hon A E Gamble, Judge of the Circuit Court of Baldwin County,
sitting in Equity.

~~These~~ The answer of A J Mathes and Clara W Mathes respondents.

A J Mathes and Clara W Mathes admit the allegations of the FIRST
paragraph of the original bill of complaint.

Respondents deny the allegations of Paragraph SECOND- THIRD and FOURTH
and demand strict proof thereof.

Further answering A J Mathes and Clara W Mathes deny that A J Mathes
ever before or since the filing of the bill of complaint executed
and delivered to Clara W Mathes any conveyance to the lands described
in the THIRD paragraph of the original bill of complaint.

A J Mathes Clara W Mathes

By *St. J. Stouffer & Stouffer*

Their Solicitors.

Brown & Brown

vs

A J Mathes

Clara W Mathes.

ANSWER OF RESPONDENTS

Filed this May 6th. 1919.

T. W. Richmond

Clerk.