

GEORGE MACH,
Complainant,
VS.
C. N. ANDERSON, and
PHOEBE E. ANDERSON,
Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY.

TO C. N. ANDERSON and PHOEBE E. ANDERSON, RESPONDENTS: HON. J. B. BLACKBURN,
SOLICITOR OF RECORD: FOR C. N. ANDERSON and PHOEBE E. ANDERSON, RESPONDENTS:

Notice is hereby given you that in accordance with Chancery Rule 74 of the Code of 1923, the Complainant will submit to the Court, for decree on the demurrers filed by the Respondents to the original Bill of Complaint of the Complainant, the hearing to be held before Hon. F. W. Hare, Judge of the Circuit Court of Baldwin County, Alabama, in Equity, at his office in Monroeville, Alabama, on Saturday, May 13th, 1939.

Dated this the 2nd day of May, 1939.

B. B. Blackburn and B. B. B. B.
Solicitors For the Complainant.

Service of the above accepted on this 2nd day of May, 1939.

J. T. S. Blackburn
Solicitor For the Respondents.

GEORGE MACH,

Complainant,

VS.

C. N. ANDERSON and
PHOEBE E. ANDERSON,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NUMBER ____.

DEMURRER.

Now comes the Respondents in the above entitled cause and demur to the Bill of Complaint filed herein and as grounds therefor sets down and assigns separately and severally the following:

1. There is no equity in the bill.
2. The Complainant in the said Bill of Complaint does not offer to do equity.
3. It appears by the said Bill of Complaint that the same improperly unites distinct matters and causes so that the said Bill of Complaint is altogether multifarious.
4. It appears from the said Bill of Complaint that the Complainant has an adequate remedy at law.
5. The said Bill of Complaint is framed in a double aspect, each aspect of which requires different parties respondent.
6. Because the said Bill of Complaint is inconsistent with itself in that it avers in one aspect toward that the Complainant has a mortgage on the land therein described and in another aspect that the Complainant has a lien for the purchase money thereof advanced by him to the Respondent, C. N. Anderson.
7. It affirmatively appears from said bill of complaint that Complainant by accepting the note described as Exhibit "A" to said bill of complaint thereby waived any lien against the said land.
8. Because under the allegations of said bill of complaint, the Complainant is estopped to claim or seek to enforce in equity any lien other than as created by the said mortgage.

The Respondents, for demurrer to paragraph numbered 3 of the Bill of Complaint, set down and assign separately and severally the following:

1. It affirmatively appears from the said Bill of Complaint

George Mack,
Complainant,
vs.
C. N. Anderson, et al.
Defendants.

Circuit Court,
Baldwin County,
Ala.
In Equity.

This cause coming on to be heard is submitted for decree on demurrer to the bill of Complaint and upon consideration & view of the opinion that said demurrer is not well taken. It is, therefore, ordered, adjudged and decreed by the Court that said demurrer be, and same hereby is, overruled.

This, June 15th 1939.

D. W. Hare

Judge

GEORGE HACH,

Complainant,

VS.

C. H. ANDERSON and
FLORENCE E. ANDERSON,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

TO HON. F. W. HARR, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY:

Comes your Complainant, George Hach, and humbly complaining against the Respondents, C. H. Anderson and Florence E. Anderson, respectfully represents and shows unto your Honor and this Honorable Court as follows:

1. That your Complainant and the Respondents are residents of Baldwin County, Alabama, and over twenty-one years of age.
2. That the Respondent, C. H. Anderson, is indebted to the Complainant in the sum of Three Hundred and Fifty (\$350.00) Dollars, as evidenced by a promissory note, dated Robertsdale, Ala., November 28, 1936, and payable November 28, 1937, with interest at the rate of 6% per annum from date; that said sum of money, together with interest, is still due and unpaid; that the said Respondent, in said note, waived, as to said debt, all right to exemption under the Constitution and laws of Alabama or any other State as to personal property, 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 the same be collected or secured by suit or otherwise; that the Complainant claims the benefit of said waiver in said note; that a copy of said note is hereto attached, marked Exhibit "A", and asked to be taken as a part hereof as though herein fully set out.
3. That your Complainant, at the request of the Respondent, C. H. Anderson, loaned the said Three Hundred and Fifty (\$350.00) Dollars to the said Respondent for the purpose of purchasing, and the said Respondent actually used the said money for the purpose of purchasing the following described property in Baldwin County, Alabama, to-wit:

The Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 6 South of Range 3 East of St. Stephens Meridian, Baldwin County, Alabama;

that the said Respondent, in order to secure the said loan, executed a mortgage on said property to the Complainant for the purpose of securing said loan, however, the said mortgage was not properly executed and does not contain the proper powers of sale; that said mortgage was filed for record in the office of the Probate Judge of

Baldwin County, Alabama, on December 30th, 1938, and is of record therein in Mortgage Book 69, pages 335-336.

4. That while the Respondent, C. N. Anderson, was indebted to the Complainant, as herein set out, and while he was endeavoring to get the Complainant to allow additional time in which to pay the indebtedness secured by said note and mortgage, he conveyed or attempted to convey said land, to-wit: The Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 6 South of Range 3 East, Baldwin County, Alabama, to Phoebe E. Anderson, his wife, as shown by deed dated November 28th, 1938, and filed for record in the office of the Probate Judge of Baldwin County, Alabama, on December 15th, 1938; that a copy of said deed is hereto attached, marked Exhibit "D", and asked to be taken as a part hereof as though herein fully set out; that the said Respondent, Phoebe E. Anderson, accepted said conveyance with notice of the outstanding indebtedness against and lien upon said property; that said conveyance was made by the Respondent, C. N. Anderson, and accepted by the Respondent, Phoebe E. Anderson, for the purpose and with the intent of hindering, delaying or defrauding your Complainant in the collection of his said indebtedness.

5. That while the conveyance from C. N. Anderson to Phoebe E. Anderson, his wife, hereinabove referred to, recites a consideration of One Dollar and other ~~good and~~ valuable considerations, your Complainant alleges, on information and belief, that the said conveyance was made and accepted for the purpose and with the intent of hindering, delaying or defrauding your Complainant in the collection of the indebtedness hereinabove referred to.

WHEREFORE, the premises considered, Complainant prays that your Honor will, by proper process, make the said C. N. Anderson and Phoebe E. Anderson party respondents to this Bill of Complaint, requiring them to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Your Complainant prays that upon a final hearing of this cause, this Honorable Court enter an order, judgment and decree fixing the amount which the Respondent, C. N. Anderson, is indebted to your Complainant upon the note and mortgage herein described, including all interest, cost, expenses of this proceeding, and a reasonable attorney's fee; that the conveyance from C. N. Anderson to Phoebe E. Anderson be set aside as fraudulent and void; that a further order and decree be made and entered establishing the mortgage or a lien in favor of your Complainant and against said

EXHIBIT "B"

WARRANTY DEED

STATE OF ALABAMA, }
BALDWIN COUNTY. }

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to me in hand paid by PHOEBE E. ANDERSON, my wife, the receipt whereof is hereby acknowledged, I, C. W. ANDERSON, do Grant, Bargain, Sell and Convey unto the said PHOEBE E. ANDERSON, my wife, the following described lands situated in Baldwin County, to-wit:

The Southwest (SW $\frac{1}{4}$) quarter of the Northwest (NW $\frac{1}{4}$) quarter of the Northeast (NE $\frac{1}{4}$) quarter, Section Ten (10), Township Six (6) South, Range Three (3) East, containing ten (10) acres, more or less;

Also I Grant, Bargain, Sell and Convey unto my wife, PHOEBE E. ANDERSON, my undivided one-quarter interest in the land owned jointly by me, C. W. Anderson, R. G. Pearson, A. E. Shank and J. Lee Palmer, described as the West (W $\frac{1}{2}$) half of the Southwest (SW $\frac{1}{4}$) quarter of the Northwest (NW $\frac{1}{4}$) quarter of Fractional Section Four (4), Township Nine (9) South, Range Five (5) East, in Baldwin County, Alabama, containing twenty (20) acres, more or less, except and reserving a strip twenty (20) feet wide off the South side of said land which is used for a public highway.

TO HAVE AND TO HOLD to the said PHOEBE E. ANDERSON, her heirs and assigns forever. And I do covenant with the said PHOEBE E. ANDERSON that I am seized in fee of the above described premises; that I have the right to sell and convey the same; that the said premises are free from all encumbrances; and that I will and my heirs, executors and administrators shall forever warrant and defend the same to the said PHOEBE E. ANDERSON, her heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESSE my hand and seal this 23rd day of November, 1935.

C. W. ANDERSON

(SEAL)

STATE OF ALABAMA, }
BALDWIN COUNTY. }

I, Orvis M. Brown, a Notary Public, in and for said State and County, hereby certify that C. W. Anderson, husband of Phoebe E. Anderson, 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 conveyance, he executed the same voluntarily on the day the same bears date.

Witness my hand and official seal this 23rd day of November, 1935.

Orvis M. Brown,
Notary Public.

Seal)
My commission expires April 2nd, 1936.

State of Alabama,
Baldwin County.

Filed in office this 15th day of December, 1935, at 10:00 A. M. and duly recorded in Deed Book 67 NS, page 315. And I certify that One Dollar etc. 00/100 tax has been paid as required by law.

G. W. Robertson,
Judge of Probate

GEORGE MACH,
Complainant,
VS.
C. N. ANDERSON and
PHOEBE E. ANDERSON,
Respondents.

)
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

TO HON. F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY:

Comes your Complainant, George Mach, and humbly complaining against the Respondents, C. N. Anderson and Phoebe E. Anderson, respectfully represents and shows unto your Honor and this Honorable Court as follows:

1. That your Complainant and the Respondents are residents of Baldwin County, Alabama, and over twenty-one years of age.
2. That the Respondent, C. N. Anderson, is indebted to the Complainant in the sum of Three Hundred and Fifty (\$350.00) Dollars, as evidenced by a promissory waive note, dated Robertsdale, Ala., November 28, 1936, and payable November 28, 1937, with interest at the rate of 6% per annum from date; that said sum of money, together with interest, is still due and unpaid; that the said Respondent, in said note, waived, as to said debt, all right to exemption under the Constitution and Laws of Alabama or any other State as to personal property, 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 the same be collected or secured by suit or otherwise; that the Complainant claims the benefit of said waiver in said note; that a copy of said note is hereto attached, marked Exhibit "A", and asked to be taken as a part hereof as though herein fully set out.
3. That your Complainant, at the request of the Respondent, C. N. Anderson, loaned the said Three Hundred and Fifty (\$350.00) Dollars to the said Respondent for the purpose of purchasing, and the said Respondent actually used the said money for the purpose of purchasing the following described property in Baldwin County, Alabama, to-wit:

The Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 6 South of Range 3 East of St. Stephens Meridian, Baldwin County, Alabama;

that the said Respondent, in order to secure the said loan, executed a mortgage on said property to the Complainant for the purpose of securing said loan, however, the said mortgage was not properly executed and does not contain the proper powers of sale; that said mortgage was filed for record in the office of the Probate Judge of

property, to-wit: The Southwest quarter of the Northwest quarter of the Northeast quarter of Section 10, Township 6 South of Range 3 East of St. Stephens Meridian, Baldwin County, Alabama, and that said property be, by this Honorable Court, ordered sold for the satisfaction of said mortgage or lien or indebtedness due by the Respondent, C. N. Anderson, to your Complainant; that your Honor and this Honorable Court will give and grant unto your Complainant such other, further, different or general relief as he may be entitled to receive in the premises;

That your Honor and this Honorable Court, in the event your Complainant has not prayed for the proper relief under the facts herein stated, will give and grant unto him such relief as he may be entitled to under the said facts.

Behestad & Behestad
Solicitors for Complainant.

FOOT NOTE:

The Respondents, C. N. Anderson and Phoebe E. Anderson, are required to answer each and every allegation contained in the foregoing Bill of Complaint, in paragraphs 1 to 5, inclusive, but not under oath, oath being hereby expressly waived.

Behestad & Behestad
Solicitors for Complainant.

EXHIBIT "A"

\$350.00

ROBERTSDALE, ALA., November 28th, 1936.

November 28th, 1937, AFTER DATE, WITHOUT GRACE I, WE, OR EITHER OF US PROMISE TO
PAY TO THE ORDER OF George Mach, of Robertsdale, Ala. Three Hundred and Fifty &
00/100 ----- Dollars

FOR VALUE RECEIVED, PAYABLE AT THE George Mach's, of Robertsdale, Ala., with
interest at the rate of six (6%) per cent per annum.

To secure the payment of this bond, or note, and any other debt, we, or either
of us now or may hereafter owe to said payee at or before the payment of this bond
or note in full, or any other amount advanced hereunder, or secured herein, I, or
we, hereby grant, bargain, sell and convey to said payee, the following property,
to-wit:

The Southwest quarter of the Northwest quarter of the Northeast
quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Ten (10) Township Six (6)
South of Range Three (3) East of St. Stephens Meridian, in Baldwin
County, Alabama, containing ten acres more or less.

In case I, or we, fail to pay this bond or note when due, or fail to pay any
debt, or any part of any debt, secured hereby, when due, or should we sell or dispose
of, remove, abandon, mistreat or injure any of the above-mentioned property without
the consent of said payee or assigns, then the entire debt or debts, secured herein,
or owing hereunder, shall become due and payable to said payee or assigns; and they
may seize, take possession of and sell any or all of said property at private sale,
without advertisement or delay, or at public outcry, for cash, to the highest bidder,
at Robertsdale, Ala., or on the premises, after advertising the same for one day, by
posting one written notice at Robertsdale, Ala., and in case of a sale made under this
contract, said payee or assigns is hereby authorized to bid for and become the purchaser
of said property. We, and each of us, do hereby declare that all of the above property
is free from all lien and incumbrance and we have a good right to make this conveyance
of it.

The parties to this instrument, whether maker, endorser, surety or guarantor, each
for himself, hereby severally agrees to pay this note and waives as to this debt, or
any renewal thereof, all right to exemption under the constitution and laws of Alabama,
or any other state, as to personal property, and they each severally agree to pay all
costs of collecting, or securing, or attempting to collect or secure this note, includ-
ing a reasonable attorney's fee, whether the same be collected or secured by suit or
otherwise. And the maker, endorser, surety or guarantor of this note severally waives
demand, presentment, protest, notice of protest, suit and all other requirements neces-
sary to hold them, and they agree that time of payment may be extended without notice
to them of such extension. The Bank at which this note is payable is hereby authorized
to apply on or after maturity, to the payment of this debt any funds in said bank be-
longing to the maker, surety, endorser, guarantor, or any one of them.

Witness _____ hand and seal the day above given

Attest: Orvis M. Brown

C. N. Anderson (Seal)

Filed for record December 30th, 1936;
Recorded 69 Mtgs., pages 385-6.

EXHIBIT "B"

WARRANTY DEED

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS; That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to me in hand paid by PHOEBE E. ANDERSON, my wife, the receipt whereof is hereby acknowledged, I, C. N. ANDERSON, do Grant, Bargain, Sell and Convey unto the said PHOEBE E. ANDERSON, my wife, the following described lands situated in Baldwin County, to-wit:

The Southwest (SW $\frac{1}{4}$) quarter of the Northwest (NW $\frac{1}{4}$) quarter of the Northeast (NE $\frac{1}{4}$) quarter, Section Ten (10), Township Six (6) South, Range Three (3) East, containing ten (10) acres, more or less;

Also I Grant, Bargain, Sell and Convey unto my wife, PHOEBE E. ANDERSON, my undivided one-quarter interest in the land owned jointly by me, C. N. Anderson, R. G. Pearson, A. E. Shenk and J. Lee Palmer, described as the West (W $\frac{1}{2}$) half of the Southwest (SW $\frac{1}{4}$) quarter of the Northwest (NW $\frac{1}{4}$) quarter of Fractional Section Four (4), Township Nine (9) South, Range Five (5) East, in Baldwin County, Alabama, containing twenty (20) acres, more or less, except and reserving a strip twenty (20) feet wide off the South side of said land which is used for a public highway.

TO HAVE AND TO HOLD to the said PHOEBE E. ANDERSON, her heirs and assigns forever. And I do covenant with the said PHOEBE E. ANDERSON that I am seized in fee of the above described premises; that I have the right to sell and convey the same; that the said premises are free from all encumbrances; and that I will and my heirs, executors and administrators shall forever warrant and defend the same to the said PHOEBE E. ANDERSON, her heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand and seal this 23rd day of November, 1938.

C. N. ANDERSON (SEAL)

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

I, Orvis M. Brown, a Notary Public, in and for said State and County, hereby certify that C. N. Anderson, husband of Phoebe E. Anderson, 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 conveyance, he executed the same voluntarily on the day the same bears date.

Witness my hand and official seal this 23rd day of November, 1938.

Seal)
My commission expires April 2nd, 1939.

Orvis M. Brown,
Notary Public.

State of Alabama,
Baldwin County.

Filed in office this 13th day of December, 1938, at 10:00 A. M. and duly recorded in Deed Book 67 NS, page 315. And I certify that One Dollar cts. 00/100 deed tax has been paid as required by law.

G. W. Robertson,
Judge of Probate.

The State Of Alabama, } Circuit Court of Baldwin County, In Equity.
Baldwin County

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon

C. N. ANDERSON and PHOEBE E. ANDERSON,

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

GEORGE MACH,

against said C. N. ANDERSON and PHOEBE E. ANDERSON,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, R. S. Duck, Register of said Circuit Court, this 27th day of December, 1938.

R. S. DUCK
clerk, - register

By Amelia Thompson, Register
Deputy

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

CHANCERY EXECUTION

BILL OF COSTS

No. 514 *George Maach*
Complainant

Vs.

check
C. N. Anderson, Deposed Plaintiff
Defendant
Enter on file Defendant

FEES OF REGISTER	Dollars	Cents	Brought Forward	\$	Cents
Filing each bill and other papers	\$	10		5	55
Issuing each subpoena		50	For Receiving, keeping and paying out or distributing money, etc.; 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.		
Issuing each copy thereof		40	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.		
Entering each return thereof		15	Each notice sent by mail to creditor	15	
For each order of publication	1	00	Filing, receiving for and docketing each claim, etc.		25
Issuing writ of injunction	1	50	For all entries on subpoena docket, etc.		50
For each copy thereof		50	For all entries on commission docket, etc.		50
Entering each return thereof		15	Making final record, per 100 words	15	10
Issuing Writ of Attachment	1	00	Certified copy of decree	1	00
Entering each return thereof		15	Report of divorce to State Health Office (Acts 1915)		50
Docketing each case	1	00	Total Fees of Register	10	95
Entering each appearance		25	FEES OF SHERIFF		
Issuing each decree pro confesso on per. ser.	1	00	Serving and returning subpoena on deft.	\$1	50
Issuing each decree pro confesso on publica.	1	00	Serving and returning subpoena for witness		65
Each order appointing guardian	1	00	Levying attachment	3	00
Any other order by Register		50	Entering and returning same		25
Issuing commission to take testimony		50	Selling property attached		75
Receiving and filing		10	Impanelling Jury		75
Endorsing each package		10	Executing writ of possession	2	50
Entering order submitting cause		50	Collecting execution for costs	1	50
Entering any other order of court		25	Serving and returning sci. fa., each		65
Noting all testimony		50	Serving and returning notice		65
Abstract of cause, etc.	1	00	Serving and returning writ of injunction	1	50
Entering each decree		75	Serving and returning writ of exeat	1	50
For every 100 words over 500		15	Taking and approving bonds, each		75
Taking account, etc.	3	00	Collecting money on execution		2
Taking testimony, etc.		15	Making deed		50
Each report, 500 words or less	2	50	Serving and returning application, etc.	1	00
For every 100 words over 500		15	Serving attachment, contempt of court	1	50
Amount claimed less than \$500, etc.	2	00	Total Fees of Sheriff	4	75
Issuing each subpoena		25	RECAPITULATION		
Witness certificate, each		25	Register's Fees	10	95
Issuing execution, each		75	Sheriff's Fees	4	75
Entering each return		15	Commissioner's Fees		
Taking and approving bond, each	1	00	Solicitor's Fees		
Making copy of bill, etc.		15	Witness Fees		
Each notice not otherwise provided for		50	Guardian Ad Litem		
Each certificate or affidavit, with seal		50	Printer's Fees		
Each certificate or affidavit, no seal		25	Trial Tax	3	00
Hearing and passing on application, etc.	3	00	Recording Decree in Probate Court		
Each settlement with receiver, etc.	3	00	Total	18	70
Examining each voucher of Receiver, etc.		10			
Examining each answer, etc.		3			
Recording resignation, etc.		75			
Entering each certificate to Supreme Court		50			
Taking questions and answers, etc.		25			
For all other ser relating to such proceedings	1	00			
For services in proceeding to relieve minors, etc.. same fee as in similar cases.					
Commission on sales, etc: 1st \$100, 2 per ct.; all over \$100 and not exceeding \$1,000, 1 1-2 per ct: all over \$1,000, and not exceeding \$20,000; 1 per ct.; all over \$20,000, 1-4 of 1 per ct.					
Sub Total Carried Forward	5	85			

The State of Alabama, { No. 514
Baldwin County. Circuit Court, In Equity June Term, 1931
To Any Sheriff of the State of Alabama—GREETING:

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

C. N. Anderson & Phoebe Anderson Defendant

you cause to be made the sum of \$1870 Dollars,

which George Maach Plaintiff

recovered of them on the 31 day of January 1931

by the judgment of our Circuit Court, held for the county of Baldwin, besides the sum of

Dollars,

costs of suit, and have the same to render to the said _____ and make return of this Writ and the execution thereof, according to law.

Interest from _____ 1931 to date of collection.

Witness my hand, this 26 day of June 1931

R. S. Luck, Register.

CHANCERY, EXECUTION

BILL OF COSTS

No. 514

George Mach
VS.

PLAINTIFF

C. N. Anderson and Phoebe Anderson

DEFENDANT

FEES OF REGISTER		Dollars	Cents	Brought Forward	\$ 585
Filing each bill and other papers	\$ 10		50	For Receiving, keeping and paying out or distributing money, etc.: 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	
Issuing each subpoena	50		50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Issuing each copy thereof	40		80	Each notice sent by mail to creditor ...	15
Entering each return thereof	15		15	Filing receipting for and docketing each claim, etc.	25
For each order of publication	1 00			For all entries on subpoena docket, etc.	50
Issuing Writ of injunction	I 50			For all entries on commission docket, etc.	50
For each copy thereof	50			Making final record. per 100 words.....	15
Entering each return thereof	15			Certified copy of decree	1 00
Issuing Writ of Attachment	I 00			Report of divorce to State Health Office (Acts 1915)	50
Entering each return thereof	15			TOTAL FEES OF REGISTER	\$1095
Docketing each case	1 00	100		FEES OF SHERIFF	
Entering each appearance	25	50		Serving and returning subpoena on deft. \$1 50	3 00 W
Issuing each decree pro confesso on per ser. 1 00				Serving and returning subpoena for witness	65
Issuing each decree pro confesso on publica 1 00				Levying attachment	3 00
Each order appointing guardian	I 00			Entering and returning same	25
Any other order by Register	50			Selling property attached	75
Issuing Commission to take testimony	50			Impaneling Jury	2 50
Receiving and filing	10			Executing Writ of possession	1 50
Endorsing each package	10			Collecting execution for costs	65
Entering order submitting cause	50			Serving and returning sci. fa., each	65
Entering any other order of court	25	75		Serving and returning notice	1 50
Noting all testimony	50			Serving and returning writ of injunction 1 50	
Abstract of cause, etc.	I 00			Serving and returning writ of exeat.... 1 50	
Entering each decree	75			Taking and approving bonds, each	75
For every 100 words over 500	15			Collecting money on execution	2 50
Taking account, etc.	3 00			Making Deed	1 00
Taking testimony, etc	15			Serving and returning application, etc.. 1 00	
Each report, 500 words or less	2 50			Serving attachment, contempt of court.. 1 50	\$475
For every 100 words over 500	15			TOTAL FEES OF SHERIFF	
Amount claimed less than \$500, etc	2 00			RECAPITULATION	
Issuing each subpoena	25			Register's Fees	\$1095
Witness certificate, each	25			Sheriff's Fees	475
Issuing execution, each	75			Commissioner's Fees	
Entering each return	15			Solicitor's Fees	
Taking and approving bond, each	1 00			Witness Fees	
Making copy of bill, etc	15			Guardian Ad Litem	
Each notice not otherwise provided for .. 50				Printer's Fees	3 00
Each certificate or affidavit, with seal ... 50				Trial Tax	3 00
Each certificate or affidavit, no seal	25			Recording Decree in Probate Court....	3 00
Hearing and passing on application, etc. ... 3 00				TOTAL	\$1870
Each settlement with Receiver, etc. 3 00					
Examining each voucher of Receiver, etc .. 10					
Examining each answer, etc.	3 00				
Recording resignation, etc.	75				
Entering each certificate to Supreme Court .. 50					
Taking questions and answers, etc	25				
For all other ser relating to such proceedings 1 00					
For services in proceeding to relieve minors, etc., same fee as in similar cases.					
Commission on sales, etc: 1st \$100, 2 per cent; all over \$100 and not exceeding \$1,000, 1 1-2 per cent; all over \$1,000, and not exceeding \$20,000, 1 per ct; all over 20,000, 1-4 of 1 per cent					
Sub Total Carried Forward		585			

The State of Alabama,
Baldwin County

No. 514
Circuit Court, In Equity January 31 Term, 1940

To any Sheriff of the State of Alabama—GREETING:
You are hereby commanded, That of the goods and chattels, lands and tenements of C. N. Anderson and Phoebe Anderson Defendant 5
you cause to be made the sum of Eighteen and 70/100 Dollars,
which George Mach Plaintiff
recovered of said defendants on the 31st day of January 1940
by the judgment of our Circuit Court, held for the county of Baldwin, ~~besides the sum of~~
as and for Dollars,
costs o' suit, and have the same to render to the said R. S. Duck, Register
and make return of this Writ and the execution thereof, according to law.

Interest from 193 to date of collection.
Witness my hand, this 6th day of March 1940
R. S. Duck Register
By N.E. Smith, Deputy

Revere on Summer
to
Bill

Filed June 16, 1939
R.S. Smith, Register
By - Walter Young
County Register

the first book being as recorded by him
in book No. 1 of the County of Baldwin, Alabama
in the office of the Register of Deeds for the County of
Baldwin, Alabama.

It is the intention of the parties to the above-mentioned
contract

Witness my hand and seal of office
this 27th day of July, 1938.

Witness the hand and seal of the Court of Equity of the County of Baldwin, Alabama, this 27th day of July, 1938.

WITNESSES
GIVEN BY THEM

BILL OF COMPLAINT

Complainant,
GEORGE MACH,
Respondents,
C. N. ANDERSON and
PHOENIX E. ANDERSON,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY.

John B. Clegg
27, 1938
S. DUCK
Clerk - Register
W. H. ...
Deputy

The first book being as recorded by him
in book No. 1 of the County of Baldwin, Alabama
in the office of the Register of Deeds for the County of
Baldwin, Alabama.

It is the intention of the parties to the above-mentioned
contract

WITNESSES
GIVEN BY THEM

WITNESSE DEED
FEBRUARY 1938

RECORDED

BILL OF COMPLAINT

GEORGE MACH,

Complainant,

VS.

C. N. ANDERSON And
PEEBEE E. ANDERSON,

Respondents.

514

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

Filed December 27, 1925

R. S. DUCK

clerk - register

By Andrew J. ...

Deputy

RECORDED

Serve On _____

**Circuit Court of Baldwin County
IN EQUITY**

No. 514

Summons

GEORGE MACH,
Complainant.

VS.

C. N. ANDERSON and PHOEBE
E. ANDERSON,
Respondents.

BEEBE, HALL & BEEBE,
Solicitor for Complainant

Recorded in Vol. _____ Page _____

**THE STATE OF ALABAMA,
Baldwin County**

Received in office this _____

day of _____, 1934

Sheriff.

Executed this 15th day of

January, 1934
by leaving a copy of the Summons with

C. N. Anderson

Phoebe E. Anderson
Defendant

W. B. Stuart
Sheriff

By B. T. Stevens
Deputy Sheriff

fact 5/10/40
MAR - 6 1940

No. 514

THE STATE OF ALABAMA
Baldwin County.

Circuit Court, In Equity

George Mack

vs.

E. M. Anderson and
Phoebe Anderson

CHANCERY EXECUTION
Fi. Fa.

Costs \$1870

Total \$1870

Fee Book _____ Page _____
Execution Docket _____ Page _____
Babe, State's Bailie
Complainant's Solicitor

JOS Blackburn,
MAR - 6 1940
Reproducible
Solutions

THE STATE OF ALABAMA
Baldwin County.

ha _____ duly waived _____ right
to the exemption of personal property as to
the collection of the debt for which this execu-
tion is issued.

Register.

Received in office this _____

day of MAR - 6 1940 _____ 193

By Mack,
W.M. Steady
Sheriff

Execution Docket _____ Page 5/25/40

no property of the
debtors found in
Baldwin County

W.P. Hunt
H.P. Hunt
Sheriff

MOORE PRINTING CO., BAY MINETTE, ALA.

The State of Alabama, }
Baldwin County

By virtue of the within execution I have levied _____

