

# Circuit Court, Baldwin County, Ala., IN EQUITY.

# 83

Alpha M. Hall et al  
vs.  
H. R. Stanleton

PLAINTIFF

DEFENDANT

BILL OF COST

	Dollars	Cts.		\$	Cts.
<b>Fees of Register</b>			<b>AMOUNT BROUGHT FORWARD</b>		
Filing each bill and other papers	9	90	For receiving, keeping and paying out or distributing money, etc. 1st \$1,000 1 per ct.; all over \$1,000 and not over \$5,000, 3-4 of 1 per ct.; all over \$5,000 and not exceeding \$10,000, 1-2 of 1 per ct.; all over \$10,000, 1-4 of 1 per ct.	12	50
Issuing each Subpoena	2	50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1 per ct. of amount received.		
Issuing each copy thereof		80	Each Notice Sent by Mail to Creditors	15	
Entering each return thereof		15	Filing, Receipting for and Docketing each Claim, etc	25	
For each Order of Publication	1		For all entries on Subpoena Docket, etc.	50	
Issuing Writ of Injunction	1		For all entries on Commission Docket, etc.	50	
For each Copy thereof			Making Final Record, per hundred words	15	
Entering each return thereof			Certified Copy of Decree	1	00
Issuing Writ of Attachment	1		Report of Divorce to State Health Office, Acts 1915	50	00
Entering each return thereof			<b>Total Fees of Register</b>	17	55
Docketing each case		1 00	<b>FEEES OF SHERIFF</b>		
Entering each Appearance		25	Serving and Returning Subpoena on Deft.	1	50
Issuing each Decree Pro Confesso on personal service	1		Serving and Returning Subpoena for Witness	65	
Issuing each Decree Pro Confesso on publication	1		Levyng Attachment	3	00
Each Order Appointing Guardian	1		Entering and Returing same	25	
Any other order by Register			Entering and Returning Execution	25	
Issuing Commission to Take Testimony			Selling Property Attached	25	
Receiving and Filing		10	Impaneling 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		Serving and Returning Writ of Injunction	1	50
Entering each Decree	2		Serving and Returning Writ of Exeat	1	50
For Every Hundred Words Over Five Hundred		75	Taking and Approving Bonds, each	1	00
Taking Account on Reference	3		Collecting Money on Execution		
Taking Testimony, etc.			Making Deed	2	50
Each Report, Five Hundred Words or less		2 50	Serving and Returning Application	1	00
For every Hundred Words Over Five Hundred		15	Serving Attachment, Contempt of Court	1	50
Amount Claimed, Less than Five Hundred Dollars, etc.	2		<b>TOTAL FEES OF SHERIFF</b>	3	00
Issuing each Subpoena			<b>Recapitulation</b>		
Witness Certificate, each			Register's Fees	17	55
Issuing Execution, each			Sheriff's Fees	3	50
Entering each Return			Commissioner's Fees	3	00
Taking and Approving Bond, each	1		Solicitor's Fees		
Making Copy of Bill, etc.			Witness Fees		
Each notice not otherwise provided for			Guardian Ad Litem		
Each Certificate or Affidavit, with Seal			Printer's Fees		
Each Certificate or Affidavit, no Seal			Trial Tax	3	00
Hearing and passing on application for Receiver or Trustee	3		Recording Decree in Probate Court		
Each Settlement with Receiver or Trustee	3		<b>Total</b>	28	55
Examining each Voucher of Receiver or Trustee					
Examining each Answer on Exception	3				
Recording Resignation or Suggestion of Death of Trustee					
Entering each Certificate to Supreme Court					
Taking Questions and Answers, etc.					
For all other service relating to such proceedings	1				
For service in proceeding to relieve minors, etc. same fee as in similar cases.					
Commission on sales, etc.: 1st \$100, 2 percent; all over \$100, and not exceeding \$1000, 1 1/2 per cent; all over \$1,000 and not exceeding \$20,000, 1 per cent; all over \$20,000, 1-4 of 1 per cent.					
<b>Sub Total Carried Forward</b>		17 55			

Jan 15, 1935

Received payment this \_\_\_\_\_ day of \_\_\_\_\_ 1935

NOTE: Unless the above costs in this cause are paid within ten days of the present date, execution will be issued and placed in the hands of Sheriff for collection, creating more costs. Register.

83

Circuit Court, Baldwin County, Ala.  
In Equity.

No. 83

*Orpha M. Hall,*

VS.

*M. D. Stapleton*

**Cost Bill**

Paid \_\_\_\_\_, 193

Register.

83

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 W.D.Stapleton, and Leila Stapleton

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Orph M. Hall and Mrs. Clara J. Hall

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

against said W.D.Stapleton, and Leila Stapleton

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, M. A. Stone, Register of said Circuit Court, this 8th day of

October 1934

M. A. Stone Register

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

*Beard & Page*

**RECORDED**  
*Book*

SERVE ON \_\_\_\_\_

Circuit Court of Baldwin County  
IN EQUITY

No. \_\_\_\_\_

SUMMONS

Orpah M. Hell and

Mrs. Clara J. Hell

vs.

W. D. Stapleton, and

Leila Stapleton

**BEER & HALL**

Solicitor for Complainant

Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

*10/10*  
*MOSS*

83

THE STATE OF ALABAMA,  
BALDWIN COUNTY

Received in office this \_\_\_\_\_

day of \_\_\_\_\_ 193\_\_

SHERIFF

Executed this 10th day of

October 1937

by leaving a copy of the within Summons with

W. D. Stapleton and

Leila Stapleton  
Defendant

W. D. Stewart  
Sheriff

By [Signature]

Deputy Sheriff

The State of Alabama } Circuit Court of Baldwin County, Alabama,  
 Baldwin County } (In Equity)

ORPAH M. HALL, ET AL, COMPLAINANT

VS.

W. D. STAPLETON, ET AL, RESPONDENT

I, M. A. Stone

as Register and Commissioner

have called and caused to come before me R. C. Heard and John Chason

witnesses named in the requirement for Oral Examination, on the 19th day of November

1934, at the office of Circuit Clerk

in Bay Minette, Baldwin, Alabama, and having first sworn said witnesses to speak the

truth, the whole truth, and nothing but the truth, the said R. C. Heard and John

Chason doth depose and say as follows:

My name is R. C. Heard. I am a member of the Baldwin County Bar and practicing law at Bay Minette, in Baldwin County, Alabama. I have examined and computed the interest on the two notes described in the complaint of Orpah M. Hall, et al, vs. W. D. Stapleton, et al, Respondents, pending in the Circuit Court of Baldwin County, Alabama, one for \$1200.00, dated June 5th, 1931 and payable October 1st, 1931, and the other for \$2300.00 of the same date and payable on the same date. I find that the amount of the principal and interest on the note for \$1200.00 up to and including November 16th, 1934, is \$1476.00; that the principal and interest due on the note for \$2300.00 up to, and including November 16th, 1934, is \$2736.91.

I consider that where it is necessary to go in court to foreclose a mortgage that  $12\frac{1}{2}\%$  of the total of the principal and interest is a reasonable attorney's fee; that a commission of  $2\frac{1}{2}\%$  of the total of the principal and interest is a reasonable amount to be paid to the trustee in exercising the powers set out in foreclosing the mortgage.

R. C. Heard

My name is John Chason. I am a member of the Baldwin County Bar and practicing law at Bay Minette, in Baldwin County, Alabama. I have examined and computed the interest on the two notes described in the complaint of Orpah M. Hall, et al, Complainants, vs. W. D. Stapleton, et al, Respondents, pending in the Circuit Court of Baldwin County, Alabama, one for \$1200.00, dated June 5th, 1931 and payable October 1st, 1931, and the other for \$2300.00 of the same date and payable on the same date. I find that the amount of the principal and interest on the note for \$1200 up to, and including November 16th, 1934, is \$1476; that the principal and interest due on the note for \$2300.00

ORAL EXAMINATION

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

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

Given under my hand and seal, this 19 day of Nov 1934  
M. V. Stone (L. S.)

83

No. \_\_\_\_\_ Page \_\_\_\_\_

THE STATE OF ALABAMA  
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

ORPAH M. HALL, ET AL,

COMPLAINANT

VS.

W. D. STAPLETON, ET AL,

RESPONDENT

ORAL DEPOSITION

Filed 19 Nov, 1934

M. V. Stone, Register.

RECORDED IN

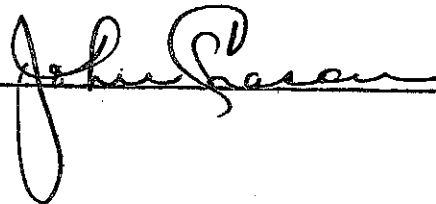
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\_\_\_\_\_, Register

up to, and including November 16th, 1934, is \$2736.91.

I consider that where it is necessary to go in court to foreclose a mortgage that  $12\frac{1}{8}\%$  of the total of the principal and interest is a reasonable attorney's fee; that a commission of  $2\frac{1}{2}\%$  of the total of the principal and interest is a reasonable amount to be paid to the trustee in exercising the powers set out in and foreclosing the mortgage.

  
\_\_\_\_\_

ORPHA M. HALL, ET AL,  
Complainants,  
VS.  
W. D. STAPLETON, ET AL,  
Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
IN EQUITY  
NO. 83.

TO HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA:

I, CORNELIA HALL, Trustee, having been heretofore  
duly appointed by this Court, respectfully report that in  
pursuance of a decree of this Court of the 5th day of Decem-  
ber, 1934, authorizing me to sell certain property hereinafter  
described, after having given due and legal notice by advertis-  
ing the same in the Baldwin Times, a newspaper published in  
Bay Minette, Alabama, for four weeks previous to the day of  
sale, setting forth the time, place and terms of sale, on Monday,  
the 14th day of January, 1935, in front of the Courthouse door  
of Baldwin County, Alabama, at public outcry, to the highest  
bidder, for cash, at twelve o'clock noon, did offer said realty  
for sale and at said sale Mrs. Clara J. Hall, being the highest,  
best and last bidder therefor, became the purchaser, at the price  
of FORTY NINE HUNDRED THIRTY-THREE AND 06/100 (\$4933.06) DOLLARS,  
of the following described property in Baldwin County, Alabama,  
to-wit:

All Block 1, except Lots 1, 2, 10, 11, 12, 13, 14,  
15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28,  
30, 31, 33, 34, 35, 36, 37, 38, 46 and 47; all Blocks  
2, 3, 5, 6, 7, 8, 9, 10, 11; all Block 12, except  
Lots 11 and 12; all Block 13, except Lots 14, 15,  
16 and 17; all Block 14, except Lots 3, 5, 6, 7, 8  
and 9; all Block 15, except Lots 5 and 13; all Block  
16, 17, 18 and 19; all Block 20, except Lots 8, 13,  
14, 15, 16 and 17.  
All in Baldwin County, Alabama, and according to



plat of Peterson Point Subdivision, recorded in Map Book 1, page 82, in the office of the Judge of Probate of Baldwin County, Alabama;

That said Mrs. Clara J. Hall has complied with the terms of said sale and has paid, in cash, the entire amount of said purchase money;

That said sale was fairly conducted and that said realty was sold for an amount not greatly disproportionate to its real value;

WHEREFORE the undersigned trustee respectfully prays that said sale be in all things confirmed and made good; and that an order be granted authorizing her, as such trustee, to execute title to the said Clara J. Hall for the said real estate purchased by her as aforesaid. All of which is respectfully submitted.

Cornelia Hall  
Trustee.

Sworn to and subscribed before me on this the 22nd day of January, 1935.

Pearl Erskine  
Notary Public, Baldwin County,  
Alabama.

ORPAH M. HALL, ET AL,  
Complainants,  
VS.  
W. D. STAPLETON, ET AL,  
Respondents.

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

This cause coming on to be heard upon the petition of the Complainants, and it appearing from the allegations of the complaint that the Complainants are entitled to relief prayed for;

It is therefore ordered, adjudged and decreed by the Court that the cause be and is hereby referred to the Register of the Circuit Court of Baldwin County, Alabama to ascertain the following facts:

ONE:

The balance of the principal due on said mortgage, described in the Bill of Complaint, and each of the said notes therein described, together with the interest thereon.

TWO:

A reasonable attorney's fee to be charged, as provided in said mortgage and notes;

THREE:

A reasonable commission to be paid to a trustee in exercising powers set out in, and foreclosing said mortgage.

The Register is ordered to forthwith hold said reference to ascertain the said facts, and that immediately upon ascertainment thereof her findings to the Court for its consideration.

Done at Monroeville, Monroe County, Alabama, this  
the 16<sup>th</sup> day of October, 1934.

F. W. Hale  
Judge.

83

**RECORDED**  
*Duck*

ORPHA M. HALL, ET AL,

Complainants,

VS.

W. D. STAFFLETON, ET AL,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY,

NO. 63.

REPORT OF SALE.

Filed this the 23 day of  
January, 1935.

*Robert A. Duck*  
Clerk. ~~ask~~

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ORPHE W. HALL, ET AL,

Complainants,

VS.

W. D. STAFFORD, ET AL,

Respondents.

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

*Order of Reference*

*Filed Oct. 18, 1934*  
*W. D. Stafford*  
*Register*

**BEEBE & HALL**  
LAWYERS  
BAY MINETTE, ALA.

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ORPAH M. HALL, ET AL,  
Complainants,  
VS.  
W. D. STAPLETON, ET AL,  
Respondents.

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

TO THE HONORABLE F. W. HARE, JUDGE OF SAID COURT:

WHEREAS by a decree of this court made and entered in the above style cause on the 16<sup>th</sup> day of October, 1934, a reference was ordered, directing the register to ascertain as follows:

ONE:

The balance of the principal due on said mortgage, described in the Bill of Complaint, and each of the said notes therein described, together with the interest thereon.

TWO:

A reasonable attorney's fee to be charged, as provided in said mortgage and notes.

THREE:

A reasonable commission to be paid to a trustee in exercising powers set out in, and foreclosing said mortgage.

NOW, THEREFORE, I beg leave to report that I have held said reference in strict pursuance to said decree, and that I have ascertained as follows:

1. (a) That there is due on the note for \$1200.00 dated June 5th, 1931 and payable October 1st, 1931, the sum of \$1476.00, including interest to November 16th, 1934.

(b) That there is due on the note for \$2300.00 dated June 5th, 1931 and payable October 1st, 1931, the sum of \$2736.91,

which includes interest to November 16th, 1934.

2. That a reasonable attorney's fee to be charged, as provided in said mortgage and notes, is  $12\frac{1}{8}\%$  of the total of the principal and interest, on each note.

3. That a commission to be paid to a trustee in exercising the powers set out in, and foreclosing said mortgage, is  $2\frac{1}{2}\%$  of the total of the principal and interest.

All of which is respectfully submitted, this the 19  
day of Nov, 1934.

M. A. Stone  
Register.

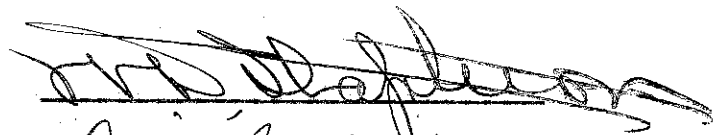
ORPAH M. HALL, ET AL,  
Complainants,  
VS.  
W. D. STAPLETON, ET AL,  
Respondents.

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

And now comes the Respondents in their own proper person, and for answer to the Complainants bill of complaint and each count thereof, separately and severally, says:

ONE:

That they admit the allegations contained in paragraphs 1-2-3-4-5-6-7-and 8.

  
Leila Stapleton

Comes the Respondents in their own proper person and waive notice of the time of reference to determine the balance of the principal due on said mortgage and each of said notes, described in this cause, with interest thereon; and also what is a reasonable attorney's fee to be charged and a reasonable commission to be paid to the trustee; the right to cross-examine witnesses on said reference; notice of taking of testimony on the final hearing and the right to cross-examine witnesses at such hearing; also any and all other notices required by law to be given us; and consent and agree that the matter may be forth-



with submitted for final decree upon the pleadings and proof.

*Lila Stapleton*

Lila Stapleton

**RECORDED**  
*Book*

ORRAH M. HALL, ET AL,

Complainants,

VS.

W. D. STAPLETON, ET AL,

Respondents.

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

ANSWER.

*Filed Oct 16<sup>th</sup> 1934  
W. D. Stapleton  
vs  
Orrah M. Hall*

**BEEBE & HALL**

LAWYERS

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

Come your Complainants Orpah M. Hall and Mrs.  
Clara J. Hall and respectively represent and show unto  
Your Honor and the Honorable Court as follows:

FIRST:

That your Complainants Orpah M. Hall and Mrs.  
Clara J. Hall are both over the age of twenty-one and  
residents of Bay Minette, Baldwin County, Alabama.

SECOND:

That the Respondents W. D. Stapleton and Leila  
Stapleton are over twenty-one years of age and residents  
of Bay Minette, Baldwin County, Alabama.

THIRD:

That the said respondents made, executed and de-  
livered to O. C. Hall/<sup>Trustee</sup>a certain mortgage dated June 5th, 1931,  
in the principal sum of \$3500.00 evidenced by two promissory  
notes dated June 5th, 1931 and payable as follows: One note  
payable October 1st, 1931 for \$1200.00 and one note for \$2300.00  
payable October 1st, 1931, with interest from date; that a copy  
of said mortgage is hereto attached marked Exhibit "A", and asked  
to be taken as a part hereof as though written out in full; that  
said mortgage is of record in the office of the Probate Judge of  
Baldwin County, Alabama, in Mortgage Book 39, page 427;

That the said note for \$1200.00 was by the said O. C.

Hall, Trustee, indorsed to, and, now in the possession and the property of the Complainant, Mrs. Clara J. Hall; that a copy of said note is hereto attached marked Exhibit "B", and asked to be taken as a part hereof as though herein fully set out; that the said note for \$2300.00 was by the said O. C. Hall, Trustee, indorsed over to, and, is now the property of the Complainant, Orpah M. Hall; that a copy of said note is hereto attached marked Exhibit "C", and asked to be taken as a part hereof as though herein fully set out.

FOURTH:

That the said notes, mortgage and the indebtedness secured thereby are now the property of the Complainants, as hereinabove set out, and that the indebtedness due thereon and secured thereby is now due and owing.

FIFTH:

That the said mortgage authorized the said O. C. Hall, in the event of default Trustee, /to take possession of the premises conveyed and after giving twenty-one (21) days notice, by publication, once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published at Bay Minette, in said County and State to sell the same in front of the Court House door of said County at public outcry to the highest bidder, for cash and to apply the proceeds of said sale first to the expenses of advertising, selling and conveying, including a reasonable Attorney's fee; and the Respondents agreed that said O. C. Hall, Trustee, agent or assign may bid at said sale and purchase said property, if the highest bidder thereof, and further agreed

to paying a reasonable Attorney's fee to the said O. C. Hall, Trustee, for the foreclosure of said mortgage in Chancery;

SIXTH:

That the Respondents in the said notes herein described waived <sup>all</sup> exemptions as to personal property under the Constitution and Laws of Alabama as to personal property, and each severally agreed to pay all cost of collecting, or securing, or attempting to collect or secure said note, including a reasonable Attorney's fee.

SEVENTH:

That the said O. C. Hall died on, to-wit, the 13<sup>th</sup> day of May, 1933; that no trustee has been appointed to succeed him.

EIGHTH:

That the property described in and belonging to the Respondents at the time of the execution of said mortgage is as follows, to-wit:

All Block 1, except Lots 1-2-10-11-12-13-14-15-16-17-18-20-21-22-23-24-25-26-27-28-30-31-33-34-35-36-37-38-46 and 47; all Blocks 2-3-5-6-7-8-9-10-11; all Block 12, except Lots 11 and 12; all Block 13, except Lots 14-15-16 and 17; all Block 14, except Lots 3, 5-6-7-8 and 9; all Block 15, except Lots 5 and 13; all Block 16-17-18 and 19; all Block 20, except Lots 8-13-14-15-16-17.

All in Baldwin County, Alabama, and according to plat of Peterson Point Subdivision, recorded in Map Book 1, page 82, in the office of the Judge of Probate of Baldwin County, Alabama.

WHEREFORE, the premises considered your Complainants pray that your Honor will by proper process make the said W. D. Stapleton and Leila Stapleton, party respondents to this Bill of Complaint, and require 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;

That your Honor will order a reference to determine the balance of the principal due on said mortgage and each of said notes herein described, together with the interest thereon, and also what is a reasonable Attorney's fee to be charged, as provided in the said mortgage and notes; also a reasonable Commission to be paid to Trustee, in exercising powers set out in, and foreclosing said mortgage.

Complainants further pray that your Honor will appoint, or direct the Register of Baldwin County, Alabama to appoint Miss Cornelia Hall of Bay Minette, Alabama, as a Trustee, and with full power to carry out and perform the powers and duties given the said O. C. Hall, as Trustee in the said mortgage hereinabove described; That your Honor will enter an order or decree authorizing the said Cornelia Hall to exercise the power set out in said mortgage, and foreclose the said mortgage in accordance with the powers therein given and make proper deed to the purchaser.

Complainants further pray that your Honor shall enter such orders and decrees as may be necessary and proper to confirm all acts of the said Cornelia Hall, as such trustee. Complainants pray for such other, further, different or general relief as they may be in equity and good conscience entitle to receive and as in duty bound they will ever pray.

The Complainants submit themselves to the jurisdiction of the Court and offer to do what shall be considered equitable.

Orpah M. Hall  
Miss Clara J. Hall  
Bebe & Lane  
Solicitors for Complainants.

FOOT NOTE:

The Respondents W. D. Stapleton and Leila Stapleton

EXHIBIT "A"

THE STATE OF ALABAMA }  
BALDWIN COUNTY. }

KNOW ALL MEN BY THESE PRESENTS, That whereas, the undersigned W. D. STAPLETON & LEILA STAPLETON, his wife, justly indebted to O. C. HALL, TRUSTEE, in the sum of THIRTY FIVE HUNDRED & NO/100 (\$3500.00) DOLLARS, evidenced by two promissory notes date June 5th, 1931 and payable as follows: One note for twelve hundred & no/100 (\$1200.00) Dollars payable October 1st, and one note for Twenty three hundred (\$23.00) payable October 1st, 1931 with interest from date, and

WHEREAS, the said W. D. STAPLETON & LEILA STAPLETON, his wife are desirous of securing the prompt payment of said note--when the same fall--due. Now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said W. D. STAPLETON AND LEILA STAPLETON, his wife, have bargained and sold, and we do hereby grant, bargain, sell and convey unto the said O. C. HALL, TRUSTEE, the following described real estate, situated in Baldwin County and State of Alabama, to-wit:

All of Peterson Point Sub-Divison except such lots as have been heretofore sold from said plat, said plat being recorded in the office of the Judge of Probate of Baldwin County, Alabama.

TO HAVE AND TO HOLD, The above granted premises unto the said O. C. HALL, TRUSTEE, his heirs and assigns forever. And for the purpose of further securing the payment of said note do hereby agree to pay all the taxes and assessments when imposed legally upon said premises, and should we make default in the payment of same, said O. C. HALL, TRUSTEE, may at option pay off the same; and to further secure the said indebtedness first above named we agree to keep said property insured for at least \_\_\_\_\_ DOLLARS, loss, if any, payable to said O. C. HALL, TRUSTEE, as

interest may appear, and if-----fail to keep said property insured as above specified, then the said -----may at option insure said property for said sum for ---own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by O. C. HALL, TRUSTEE, shall become a debt to O. C. HALL, TRUSTEE, additional to the indebtedness, hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said O. C. HALL, TRUSTEE, and be due and payable at the maturity of debt.

UPON CONDITION, HOWEVER, That if the said W. D. Stapleton and Leila Stapleton pay said note and reimburse said O. C. Hall, Trustee, for any amount ---may have expended as taxes and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said O. C. Hall, Trustee, or should said note, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said O. C. Hall, Trustee, or his assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said O. C. Hall, Trustee, agent or assign, shall be authorized to take possession of the premises hereby conveyed, and after giving 21 day's notice, by publication in some newspaper published at Bay Minette, in said County and State, to sell the same in front of the Court House door of said County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First to the expense of advertising, selling and conveying, including a reasonable attorney's fee: Second, to the payment of any amounts that may have been expended or that may



EXHIBIT "B"

\$2,300.00

BAY MINETTE, ALA. June 5th, 1931.

On the 1st day of October, 1931, I, we, or either of us, promise to pay to the order of O. C. Hall, Trustee, of Bay Minette, Alabama.

Twenty-three hundred & no/100 (With interest) DOLLARS,  
for value received in gold coin of the United States of the present standard of weight and fineness.

Negotiable and payable at BALDWIN COUNTY BANK, Bay Minette, Alabama.

The parties to this instrument whether make, endorser surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption made under the Constitution and Laws of Alabama, 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, 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 demand presentment, protest, notice of protest, suit and all other requirements necessary to hold them and they agree that time of payment may be extended without notice to them of such extension. 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 belonging to the maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any County in this State that the payee or assignee elects.

W. D. Stapleton (SEAL)

Leila Stapleton (SEAL)

Secured by real estate mortgage of even date, recorded in Book 39, page 427.

The following appears on the reverse side of the note:

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms of hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt, 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 belonging to the maker, surety, endorser, guarantor, or any one of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

Int. Pd to - 1-1-32  
O. C. Hall, Trustee.

EXHIBIT "C"

\$1,200.00

BAY MINETTE, ALA. June 5, 1931.

On the 1st day of October, 1931, I, We, or either of us, promise to pay to the order of O. C. Hall, Trustee, of Bay Minette, Alabama.

Twelve hundred & no/100 (With interest) DOLLARS.  
for value received in gold coin of the United States of the present standard of weight and fineness.

Negotiable and payable at BALDWIN COUNTY BANK, Bay Minette, Alabama.

The parties to this instrument whether make, endorser surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption made under the Constitution and Laws of Alabama, 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, 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 demand presentment, protest, notice of protest, suit and all other requirements necessary to hold them and they agree that time of payment may be extended without notice to them of such extension. 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 belonging to the maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any County in this State that the payee or assignee elects.

W. D. Stapleton (SEAL)  
Leila Stapleton (SEAL)

Secured by real estate mortgage of even date, recorded in Book 39, page 427.

The following appears on the reverse side of the note.

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms of hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt, 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 belonging to the maker, surety, endorser, guarantor, or any one of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

O. C. Hall, Trustee.

Original

**RECEIVED**  
L. A. BEEBE & HALL

Deposited by Mr. [unclear] at

15

W. D. Appleton, et al

Petition to have Justice  
appointed to [unclear]  
March 29<sup>th</sup>

Filed Oct 5<sup>th</sup> 1934

[Signature]  
Register

BEEBE & HALL  
LAWYERS

ORPAH M. HALL, ET AL,  
Complainants,  
VS.  
W. D. STAPLETON, ET AL,  
Respondents.

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

This cause coming on to be heard was submitted upon the original bill of complaint, answer and waiver on the part of the Defendants, W. D. Stapleton and Leila Stapleton, report of Register on reference and the proof, as noted by the Register, and after considering and understanding the same, the court is of the opinion that the Complainants are entitled to the relief prayed for in said bill.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that Mrs. Clara J. Hall is the owner of that certain note made, executed and delivered to O. C. Hall, Trustee, by W. D. Stapleton and Leila Stapleton, his wife, dated June 5th, 1931, and payable October 1st, 1931, for Twelve Hundred Dollars, and secured by the mortgage described in the bill of complaint in this cause; that there is now due on the said note, including interest to November 16th, 1934, the sum of \$1476.00, and that the said W. D. Stapleton and Leila Stapleton are justly indebted to the said Clara J. Hall in the sum of \$1476.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that Orpah M. Hall is the owner of that certain note made, executed and delivered to O. C. Hall, Trustee, by W. D. Stapleton and Leila Stapleton, his wife, dated June 5th, 1931, and payable October 1st, 1931, for \$2300.00, and secured by the mortgage described

in the bill of complaint in this cause; that there is now due on the said note, including interest to November 16th, 1934, the sum of \$2736.91, and that the said W. D. Stapleton and Leila Stapleton are justly indebted to the said Orpah M. Hall in the sum of \$2736.91.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that Miss Cornelia Hall be, and she is hereby appointed as a trustee, with full power and authority to carry out and preform the powers and duties given the said O. C. Hall, as trustee in the mortgage described in the original bill of complaint in this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the Complainants have a lien against the following described property, being the property described in the mortgage set out in the original bill of complaint, in Baldwin County, Alabama, to-wit:

All Block 1, except Lots 1, 2, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 33, 34, 35, 36, 37, 38, 46 and 47; all Blocks 2, 3, 5, 6, 7, 8, 9, 10, 11; all Block 12, except Lots 11 and 12; all Block 13, except lots 14, 15, 16 and 17; all Block 14, except Lots 3, 5, 6, 7, 8, and 9; all Block 15, except Lots 5 and 13; all Block 16, 17, 18 and 19; all Block 20, except Lots 8, 13, 14, 15, 16 and 17. All in Baldwin County, Alabama, and according to plat of Peterson Point Subdivision, recorded in Map Book 1, page 82, in the office of the Judge of Probate of Baldwin County, Alabama,

to secure the payment of the indebtedness recited in said mortgage.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the said lands, to-wit: All Block 1, except Lots 1, 2, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 33, 34, 35, 36, 37, 38, 46 and 47; all Blocks 2, 3, 5, 6, 7, 8, 9, 10, 11; all Block 12, except Lots 11 and 12; all Block 13, except Lots 14, 15, 16 and 17; all Block 14, except Lots 3, 5, 6, 7, 8 and 9; all Block 15, except Lots 5 and 13; all Block 16, 17, 18 and 19; all Block 20, except Lots 8, 13, 14, 15, 16 and 17. All in Baldwin County, Alabama, and according to plat of Peterson Point Subdivision, recorded in Map Book 1, page 82, in the office of the Judge of Probate of Baldwin County, Alabama, be sold and subjected to the payment of the indebtedness due by the Respondents to the

Complainants, that is \$1476.00 due Mrs. Clara J. Hall, together with interest from November 16th, 1934, and \$2736.91, together with interest from November 16th, 1934 due Orpah M. Hall, together with the cost of this proceeding, and the cost of sale, including a reasonable attorney's fee, and a commission to be paid to Miss Cornelia Hall, as trustee, and the said Cornelia Hall is hereby ordered to sell the said property in accordance, and in compliance with the powers, terms and conditions set out in the mortgage described in the original bill of complaint, and the statutes made and provided, and to make, execute and deliver to the purchaser a deed conveying all the right, title and interest of the said W. D. Stapleton and Leila Stapleton in and to the said property, and make return to this court within thirty days from the sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that the proceeds of said sale, after deducting the cost of this proceeding, and all cost of sale, be applied to the indebtedness secured by said mortgage and paid over to the said Complainants pro rata.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the court that if the property ordered sold for the satisfaction of the indebtedness herein, bring more than the sum necessary to pay the cost of this proceeding and all costs of sale, and the amount due the Complainants, then the said Cornelia Hall, as trustee, is hereby ordered to then deliver the said surplus to the Respondents herein.

IT IS FURTHER ORDERED that the Respondents pay the cost

herein to be taxed for which execution may issue, and if execution be returned "NO PROPERTY FOUND", then that execution may issue against the Complainants, Clara J. Hall and Orpah M. Hall.

5<sup>th</sup> Done at Monroeville, Monroe County, Alabama, this the  
day of Dec, 1934.

F. W. Hare  
Judge.

ORPAH M. HALL, ET AL,  
Complainants,  
VS.  
W. D. STAPLETON, ET AL,  
Respondents.

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

This cause coming on to be heard on the report of the Register made and filed in this cause on the 19<sup>th</sup> day of Nov., 1934, pursuant to the decree of reference made by this court on the 16<sup>th</sup> day of October., 1934, and the court having duly considered and understood said report, the court is of the opinion that said report should be confirmed.

WHEREFORE, IT IS ORDERED AND DECREED by the court that the said report of the Register be, and the same is hereby confirmed.

*This Dec. 4<sup>th</sup> 1934-*

L. W. Hare  
Judge.



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RECORDED

83

Decree Confirming  
Register's Report

Filed Dec. 5<sup>th</sup> 1934  
W. A. Stone  
Register

83

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~~CONFIDENTIAL~~

Secret

Filed Dec. 5<sup>th</sup> 1934  
Mr. A. Stone  
Register

Orpah M. Hall, et al,  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 vs.  
 W. D. Stapleton, et al,  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**THE STATE OF ALABAMA**  
**Baldwin County**

**IN EQUITY**  
**Circuit Court of Baldwin County**

This cause is submitted in behalf of Complainant upon the original Bill of Complaint,  
 \_\_\_\_\_  
 Answer and waiver of Respondents, W. D. Stapleton and Leila  
 \_\_\_\_\_  
 Stapleton and report of Register on reference.  
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 \_\_\_\_\_  
 \_\_\_\_\_

and in behalf of Defendant upon \_\_\_\_\_ Answer and waiver.  
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 \_\_\_\_\_  
 \_\_\_\_\_

*M. A. Stone*  
 8/16

Register.

STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT, IN EQUITY.

No. 83

Term, 192

ORPAH M. HALL, ET AL., Complainant

vs.

W. D. STAPLETON, ET AL., Defendant

To M. A. Stone, Register :

In the above stated cause a Decree Pro Confesso having been taken against the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by Beebe & Hall,

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



Solicitor for Complainant.

~~BOOKED~~  
*Book*

83

No. \_\_\_\_\_ Page \_\_\_\_\_

THE STATE OF ALABAMA  
BALDWIN COUNTY  
CIRCUIT COURT, IN EQUITY

ORPAH M. HALL, ET AL.,

VS.

W. D. STAPLETON, ET AL.

REQUEST FOR DECREE IN  
VACATION

*Nov. 19<sup>th</sup>*

19*24*

*W. A. Stone*  
Register

RECORDED IN \_\_\_\_\_ RECORD

VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

Register

**RECORDED**  
*Check*

83

No. \_\_\_\_\_

**The State of Alabama**  
BALDWIN COUNTY

**IN EQUITY**  
Circuit Court of Baldwin County

ORPAH M. HALL, ET AL,

VS.

W. D. STAPLETON, ET AL,

**NOTE OF TESTIMONY**

Filed in Open Court this 20<sup>th</sup>

day of Nov. 1934

Wm. A. Stone  
REGISTER