

417

STATE BANK OF FOLEY,  
a Corporation,  
Complainant,

vs.

EDWARD M. CORRIGAN, and  
ALICE M. CORRIGAN,  
Respondents.

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

ANSWERS TO INTERROGATORIES PROPOUNDED BY COMPLAINANT TO RESPONDENT,  
ALICE M. CORRIGAN.

To the First Interrogatory:

My name is Alice M. Corrigan, am about thirty-one years of age, and I reside at Magnolia Springs, Baldwin County, Alabama, and am one of the defendants in this cause. I did know Edward M. Corrigan during his life time and he resided at Baldwin County, Alabama, and he was about eighty-two years of age. I have examined copies attached, and cannot of course say whether the copy is a true copy of the original signature or not of Mr. Edward Corrigan. I knew his signature and know that he signed the note and mortgage inquired about. I did not borrow the one thousand dollars, but it must have been borrowed by Mr. Corrigan. I was not present when he made the arrangements with the bank, and I never made any arrangements with them, and I never did borrow the money, and I never did get any of it, and do not know of my own personal knowledge whether Mr. Corrigan ever got any of it, or what he did with it if he did get it. I remember signing the note in question, but have no recollection of ever signing any mortgage. It may be that I did sign the mortgage, but if I did it was under the impression that it was simply a note, as this is what I understood Mr. Cooney to say at the time he asked me to sign. This signing was done in Mr. Cooney's office, which is about two blocks from the bank, and I did not go to the bank that day at all, or borrow any money from the bank at all. My recollection is that Mr. Cooney told me that Mr. Corrigan wanted to get some money from the bank and they wanted me to sign this paper to secure his debt, as I owned the homestead. I am not experienced in land values and cannot say what the value of the property inquired about was either in 1920, or today. On account of the orange trees having been killed it is not worth very much today. I do not know what the purpose of this loan was, as I was not present and do not know what was said between Mr. Corrigan and the bank.



All that I know is that I was requested to sign these papers as security for Mr. Corrigan debts.

To the Second Interrogatory:

I have examined the copy of a note marked Exhibit "D", and I remember that I did sign a note about the date inquired about for the amount inquired about, and Mr. Corrigan signed the same note. I don't know whether Mr. Corrigan borrowed any money on the note or not, of my own personal knowledge, but I know that I did not borrow any and did not get any on said note, and if Mr. Corrigan got any I never saw any of it, never had any of it, and don't know what he did with any of it. I signed the note right after Mr. Corrigan signed it, and my recollection is that the signing was done at my home. It was not given for any money which I borrowed, for I never had any transaction with the State Bank of Foley individually in my life. I have never had a deposit there, never borrowed any money from them, and so far as I know my name has never been on their books as a debtor, as a creditor, or a borrower. I don't know what this loan was made for or anything about the facts attendant upon it more than above stated. I don't know whether this debt has been paid or not. I suppose that Mr. Edward Corrigan did own the property prior to January 13, 1920, but I don't know anything about his indebtedness to the Central Bank of Oakland, California. The first I heard of this indebtedness was last summer when I came across a letter written to Mr. Rickarby. At the time I got the property I didn't know anything about Mr. Corrigan owing anybody. I cannot tell you anything about the details of the deal between Mr. Corrigan and Mr. Thomas, as I did not hear any conversation between them about it. There was no agreement so far as I know whereby Mr. Thomas was to convey the said property immediately to me. Mr. Corrigan and I never did discuss any such transfer or any purpose he might have had to evade any debt or judgment. I don't know anything about the judgment, don't know whether it was unpaid on January 13, 1920, or not, or whether it has ever been paid. The homestead which I own now was the only property that Mr. Corrigan owned on or about January 13, 1920, that I know anything of. He is now dead, and I don't think he left any property of any nature at the time of his death.

Alice M. Corrigan

Subscribed and sworn to before me this 21st day of July, 1924.

Jamie M. David  
NOTARY PUBLIC, MOBILE COUNTY, ALA.



STATE BANK OF FOLEY,  
Complainant,  
  
vs.  
  
ALICE M. CORRIGAN,  
et al.,  
  
Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

Now comes the respondent, Alice M. Corrigan, and for answer to the said bill of complaint, and which said answer is made for her, for and by her individually, says as follows:

1. That the matters alleged in the first paragraph are true so far as this respondent knows.
2. That the allegations of the second paragraph as to this respondent are untrue, for that this respondent never borrowed any money from complainant, nor did she borrow the sum of \$1,000.00 from the complainant on or about the 7th day of April, 1920. But she alleges that the said money, if borrowed, was borrowed by Edward Corrogan, who was then and there her husband, this respondent and the said Edward Corrigan at that time living together as husband and wife, and that she signed the said note marked exhibit "A" as the surety of her said husband; that she never made any request of the said complainant to lend said money to any one, but that the said Edward Corrigan made the arrangements himself, and that she simply signed the said note as security for the said Edward Corrigan, who was then and there her husband; this respondent further alleges that the mortgage referred to in said paragraph, a copy of which is attached to the bill of complaint and marked exhibit "B", was executed by her as security for her said husband, Edward Corrigan, and was not executed to secure any debt of hers or to secure any obligation made by her individually with the said complainant, and that the said note and the said mortgage are both invalid as to her and as to the property described in said paragraph and also in said mortgage, the said property so described being the individual property of this respondent, and that the said Edward Corrigan had no title or interest therein, except by virtue of being the husband of this respondent.
3. For further answer to the second paragraph, this respondent says that the Notary Public before whom said mortgage was



acknowledged, to-wit, P. J. Cooney, was a director in the plaintiff corporation at the time such acknowledgment was taken, and therefore said mortgage fails to comply with the statute, said acknowledgment being invalid by reason of such fact, and for the further reason that the property described in said mortgage was the homestead of this respondent at the time of the execution of said mortgage and that the statute as to acknowledgments in such instances was not complied with.

4. For further answer to the second paragraph to the bill of complaint this respondent says that the said note and which is marked exhibit "A" and described in said paragraph, and the said mortgage marked exhibit "B" and which is alleged in said paragraph were executed by this respondent as security for the debt of her husband, Edward Corrigan, the said Edward Corrigan incurring the obligation alleged to have been secured by said documents, and this respondent, who was then and there the wife of the said Edward Corrigan, executed the papers as his security and in no other capacity, *she not owning*  
*complaint anything whatsoever.*

5. That the allegations of the third paragraph of the bill of complaint are untrue so far as this respondent is concerned for that she has never asked to have said note and mortgage extended, that it was never extended at her instance or request, and she knew nothing of any extensions thereof and that she is not indebted to the said complainant whatsoever on account of said mortgage or said note.

Wherefore, this respondent, Alice M. Corrigan, having answered fully each and every paragraph of the bill of complaint, prays that Your Honor will dismiss the said bill of complaint so far as she is concerned or involved and that she be given a decree declaring that *and constitute* no lien upon the *property described* the said note and mortgage are invalid so far as she is concerned, and that the complainant be taxed with all her reasonable cost herein expended.

*Chas. Hall*  
*Gordon & Curigton*  
SOLICITORS FOR RESPONDENT, ALICE M. CORRIGAN.



STATE BANK OF FOLEY,  
a corporation,  
Complainant,

vs.

EDWARD CORRIGAN and  
ALICE M. CORRIGAN,  
Respondents.

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

Now comes the respondent, Alice M. Corrigan, and demurs to the bill of complaint, as amended, and as grounds for such demurrer assigns the following:

1. There is no equity in said bill.
2. That there is a misjoinder of parties respondent in said cause.
3. That there is a misjoinder of causes of action in said cause. Said respondent further demurs to Paragraphs Fourth and Fifth, each separately and severally, upon the following additional grounds:
  - A. That the complainant has a plain and adequate remedy at law. The respondent further demurs to Paragraph Sixth upon the following grounds:
    - B. Because there is no averment in said paragraph to show that the alleged judgment in California was a valid outstanding obligation against the said Corrigan at the time of the deed from Corrigan to Thomas.
    - C. Because said paragraph fails to allege that there was an agreement or understanding, either express or implied, between Edward Corrigan and William Thomas, or Edward Corrigan and Alice M. Corrigan, that the said Edward Corrigan retained any rights in and to said property so conveyed.
    - D. Because said paragraph shows upon its face that there was no reservation of a benefit to the transferor, Edward Corrigan.
    - E. Because said paragraph shows on its face that the alleged transfer was an absolute conveyance, warranting the title to the said Alice M. Corrigan against all claims, and there is no averment to show any private agreement or any understanding that the said Edward Corrigan retained or reserved a benefit in and to the property conveyed.



F. Because said paragraph seeks to have set aside a conveyance of property, which said conveyance is absolute upon its face, and fails to aver any facts showing that said conveyance was made in trust for the use of the said Edward Corrigan.

G. Because said paragraph seeks to have declared invalid a conveyance, absolute upon its face, of the property described in said mortgage, under Section 4287 of the Code of 1907, and fails to aver or show that the said Corrigan retained any benefit, or that said instrument was made in trust for the use of the said Corrigan.

*Gordon & Company*  
SOLICITORS FOR RESPONDENT, ALICE M. CORRIGAN.



STATE BANK OF FOLEY,  
a corporation, Complainant,

CITCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

-VS-

EDWARD CORRIGAN, and  
ALICE M. CORRIGAN,  
Defendants.

IN EQUITY.

INTERROGATORIES PROPOUNDED BY THE COMPLAINANT'S SOLICITORS  
TO DEFEND, EDWARD CORRIGAN.

FIRST. State your name, age, place of residence and whether or not you are the Defendant in the case of said State Bank of Foley, a corporation, vs EDWARD CORRIGAN. and ALICE M, CORRIGAN, pending in the Circuit Court of Baldwin County, Alabama, in Equity. State whether or not you know Alice M Corrigan, Defendant; what her age and place of residence is. Examine the note hereto attached, marked Exhibit A. being a note exucted by Edward Corrigan and Alice M. Corrigan, dated April 7, 1920, in the sum of One Thousand Dollars payable to the said State Bank of Foley. Also examine mortgage hereto attached, marked Exhibit B. signed by the same patties, dated the same day payable to the State Bank Of Foley and conveying the property described in the bill to secure a note for One Thousand Dollars, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 24 Pages 366-67. Do you know the signature of Alice M. Corrigan, Defendant in this case ? Have you seen her write and do you know her hand writing ? If you state that you have seen her write, and do know her hand writing, state whether or not the signature, Alice M. Corrigan, is the signature of the Defendant Alice M. Corrigan. State whether or not signature Edward Corrigan is your signature. State whether or not on April 7, 1920 you individually or Alice M. Corrigan individually or you and she jointly, borrowed from the State Bank of Foley the sum of One Thousand Dollars. State whether or not the said One Thousand Dollars was borrowed by you individually or by Alice M. Corrigan indivually, or by you and Alice M. Corrigan jointly.



State whether or not the signature Alice M. Carrigan to the said mortgage is the signature of the Defendant Alice M. Corrigan and whether or not the signature Edward Corrigan to said mortgage is your signature. If you say that the said mortgage is signed by you and the said Alice M. Corrigan state whether or not the said mortgage was given to secure the aforesaid note. State whether or not the said Alice M. Corrigan signed the said note and mortgage, either or both of them in your presence. Do you know the value of the property described in said mortgage on April 7, 1920, and do you know its present value? If so, what was its value on April 7, 1920, and what is its present value? State whether the debt evidenced by the said note and mortgage is still unpaid. State the purpose for which this loan was made and the facts attending upon the execution of the note and mortgage.

SECOND. Examine the note hereto attached marked Exhibit **C**, signed by Edward Corrigan and Alice M. Corrigan dated May 8, 1921, for Five Hundred Seventy-Five Dollars payable to State Bank of Foley, State whether or not the signature on the said note is the signature of Alice M. Corrigan, and whether or not it is your signature, and whether or not said Alice M. Corrigan signed said note in your presence. Does said note represent money loaned by the said State Bank of Foley, and is so, state whether or not the note was made to you and Alice M. Corrigan or to you individually. State the purpose for which this loan was made and the facts attendant upon the making of the loan and the signing of the note. State whether or not this debt has been paid.

THIRD. Examine note hereto attached marked Exhibit **D** Dated December 16, 1922 for Thirty-Two Dollars and Ninety cents, payable to the State Bank of Foley. State whether or not the signature Edward Corrigan is your signature and whether or not you borrowed on December 16, 1922, the sum of Thirty-Two Dollars and Ninety Cents and whether or not this note was given as evidence to the debt, and state whether this debt has been paid, state whether or not demand has been made for payment and where.

FOURTH. Examine the note hereto attached and marked Exhibit **E** December 16, 1922 for Fifty Dollars payable to the



State Bank of Foley. State whether or not the signature to said note is your signature. State whether or not on said date you borrowed from the State Bank of Foley the sum of Fifty Dollars and whether or not this note was given as evidence of this debt. State whether or not this debt or note has been paid, state whether or not demands has been made for payment and where.

FIFTH. State whether or not prior to and on ~~Jan~~ <sup>Jan</sup> 13, 1920 you were the owner of, in your own right, the property described in the bill and whether or not on said date you were indebted to the Central Bank of Oakland California by a judgment rendered in their favor on March 15, 1913, against you in the Circuit Court of Cook County, Illinois, for the sum of Two Thousand ~~One~~ <sup>Eighteen</sup> ~~Hundred~~ <sup>Fifteen</sup> Dollars and Ten Cents, and cost of court, together with interest thereon. ~~Is it~~ not a fact that you considering the demand upon which this judgment was rendered unjust resolving to evade payment of this judgment you transferred the aforesaid property to your wife through William Thomas for the purpose of evading payment of this judgment? Was there any consideration paid Alice M. Corrigan to William Thomas and by William Thomas to you for these transfers? If so state exactly what the consideration was. State whether or not before the transfer to William Thomas you arranged with him for him to immediately transfer the property from him to your wife ~~Alice~~ M. Corrigan. State whether or not you and your wife had discussed and planned together to make this transfer through William Thomas to her for the purpose of evading payment of this said judgment.

State whether or not the judgment against you in favor of the Central Bank of Oakland California was unpaid ~~Jan~~ <sup>Jan</sup> 13, 1920, and whether or not it has ever been paid. State whether or not you owned any other property than this property at the time of said transfer. If so, state what the property consisted of and where located. State whether or not you now own or have owned between ~~Jan~~ <sup>Jan</sup> 13, 1920 and this date any other property other than the said property, and if so, state what such property consisted



of and where located and if you state that you have had property or have disposed of it, state what disposition was made of it. State whether or not upon the said transfer to <sup>Alice</sup>~~Annie~~ M. Corrigan you relinquished control of said property, and whether or not subsequent ot that time you retained the use and control of such property. State whether or not the said transfer to <sup>Alice</sup>~~Anne~~ M. Corrigan was made in contemplation or for the purpose of evading the indebtednesses described in the preceding interrogatories.

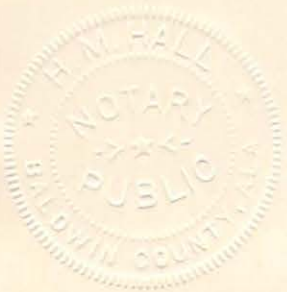
*Richard Beebe*  
Solicitor for Complainant.

STATE OF ALABAMA, BALDWIN COUNTY.

Before me the undersigned authority, personally appeared W. C. Beebe, who being Before me duly sworn deposes and says that he is of counsel for the Complainant in the case aforesaid, and that the answers of Edward Corrigan to the aforesaid interrogatories will, if true, be material evidence for Complainant in said cause.

Sworn to and subscribed to before me this March 28th, 1924

*H. M. Hall*  
Notary Public, Baldwin Co., Ala.





STATE BANK OF FOLEY,  
a corporation, Complainant,

-vs-

EDWARD CORRIGAN, and  
ALICE M. CORRIGAN,

Defendants.

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CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA. IN EQUITY.

INTERROGATORIES PROPOUNDED BY THE COMPLAINANT'S  
SOLICITORS TO DEFENDANT, ALICE M. CORRIGAN.

FIRST: State your name, age, place of residence and whether or not you are a Defendant in the case of said BANK OF FOLEY, a Corporation, vs. EDWARD CORRIGAN and ALICE M. CORRIGAN, pending in the Circuit Court of Baldwin County, Alabama, in Equity. State whether or not you know EDWARD CORRIGAN, Defendant; what his age and place of residence is. Examine the note hereto attached, marked Exhibit "A", being a note executed by EDWARD CORRIGAN and ALICE M. CORRIGAN, dated April 7th, 1920, in the sum of ONE THOUSAND DOLLARS payable to the said STATE BANK OF FOLEY. Also examine mortgage hereto attached, marked Exhibit "B", signed by the same parties, dated the same day payable to the STATE BANK OF FOLEY and conveying the property described in the bill to secure a note for ONE THOUSAND DOLLARS, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 24, Pages 366-67. Do you know the signature of EDWARD CORRIGAN, Defendant in this case? Have you seen him write and do you know his hand writing? If you state that you have seen him write, and do know his hand-writing, state whether or not the signature, EDWARD CORRIGAN, is the signature of the Defendant EDWARD CORRIGAN. State whether or not signature ALICE M. CORRIGAN is your signature. State whether or not on April 7th, 1920 you individually or EDWARD CORRIGAN individually or you and she jointly, borrowed from the STATE BANK OF FOLEY the sum of ONE THOUSAND DOLLARS. State whether or not eht said ONE THOUSAND DOLLARS was borrowed by you individually or by EDWARD CORRIGAN individually, or by you and EDWARD CORRIGAN



jointly. State whether or not the signature ALICE M. CORRIGAN to the said mortgage is your signature and whether or not the signature EDWARD CORRIGAN to said mortgage is Defendant, EDWARD CORRIGAN'S signature. If you say that the said mortgage is signed by you and the said EDWARD CORRIGAN state whether or not the said mortgage was given to secure the aforesaid note. Do you know the value of the property described in said mortgage on April 7th, 1920, and do you know its present value? If so, what was its value on April 7th, 1920, and what is its present value? State whether the debt evidenced by the said note and mortgage is still unpaid. State the purpose for which this loan was made and the facts attending upon the execution of the note and mortgage.

SECOND: Examine the note hereto attached marked Exhibit "D" signed by EDWARD CORRIGAN and ALICE M. CORRIGAN dated May 8, 1921, for FIVE HUNDRED SEVENTY-FIVE DOLLARS payable to STATE BANK OF FOLEY. State whether or not the signature on the said note is your signature and whether or not it is your defendant, EDWARD CORRIGAN'S signature. Does said note represent money loaned by the said STATE BANK OF FOLEY, and if so, state whether or not the note was made to you and EDWARD CORRIGAN or to you individually. State the purpose for which this loan was made and the facts attendant upon the making of the loan and the signing of the note. State whether or not this debt has been paid. State whether or not prior to and on *Jan* 13, 1920, EDWARD CORRIGAN was the owner of, in his own right, the property described in the bill and whether or not on said date he was indebted to the Central Bank of Oakland, California by a judgment rendered in their favor on March 15, 1913, against him in the Circuit Court of Cook County, Illinois, for the sum of TWO THOUSAND ONE HUNDRED EIGHTEEN DOLLARS AND TEN CENTS, and costs of court, together with interest thereon. Is it not a



fact that he considering the demand upon which this judgment was rendered unjust resolving to evade payment of this judgment he transferred the aforesaid property to you his wife through William Thomas for the purpose of evading payment of this judgment? Was there any consideration paid by William Thomas to Edward Corrigan and by you to Thomas? If so, state exactly what the consideration was. State whether or not before the transfer to William Thomas you and Mr. Corrigan arranged with him for Mr. Thomas to immediately transfer the property from him to you. State whether or not you and your husband had discussed and planned together to make this transfer through William Thomas to you for the purpose of evading payment of the said judgment. State whether or not the judgment against him in favor of the Central Bank of Oakland, California was unpaid *Jan* 13, 1920 and whether or not it has ever been paid. State whether or not he owned any other property than this property at the time of said transfer. If so, state what the property consisted of and where located. State whether or not he now owns or has owned between *Jan* 13, 1920, and this date any property other than the said property, and if so, state what such property consisted of and where located and if you state that he has had property or has disposed of it, state what disposition was made of it.

STATE OF ALABAMA,    |  
                          |  
BALDWIN COUNTY     |

*Richard Beebe*  
*Solicitor for Compt*

Before me the undersigned authority, personally appeared W.C. Beebe, who being before me duly sworn deposes and says that he is of counsel for the Complainant in the cause aforesaid, and that the answers of EDWARD CORRIGAN to the foregoing interrogatories will, if true, be material evidence for Complainant in said cause.

Sworn to and subscribed to before me this March 28, 1924.

*W.C. Beebe*  
Notary Public, Baldwin County, Ala.



Know All Men by These Presents, That Alice M. Corrigan and her husband Edward Corrigan hereinafter called mortgagors, in consideration of the sum of One thousand DOLLARS, to them in hand paid by the State Bank of Foley hereinafter called mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said mortgagee its successors heirs and assigns forever, all

of that Real Property situated in the County of Baldwin and State of Alabama, to wit:-A certain tract or parcel of land in the South east quarter of the Southwest quarter of Section Twenty eight (28) in Township Seven South Range Three (3) East, known and described as follows, to wit: Bounded on the south by Cougill Avenue, the north line of Cougill Avenue aforesaid being two hundred and forty nine (249) feet south of the north line of the said Southeast quarter of the Southwest quarter aforesaid, Bounded on the South by the North line of Gates Avenue, on the west by the East line of Bay Street, and on the east by the west line of Jassimine Avenue, Excepting therefrom a street Fifty (50) feet in width, the north line of which is Three hundred and sixty one feet south of and parrell to the south line of Cougill Avenue aforesaid, containing Seven acres more or less,

Together with all and singular the tenements, rights, privileges and appurtenances, to said described premises in anywise belonging, TO HAVE AND TO HOLD the same forever. PROVIDED ALWAYS, and these presents are upon the express condition that if the said mortgagor, shall well and truly pay to the mortgagee the sum of One thousand dollars, as is evidenced by their certain promisory note bearing even date herewith, and payable to the said State Bank of Foley, Six months after date, together with interest, at the rate of Eight per cent per annum,

and shall also discharge all the duties imposed upon said mortgagee, by this mortgage, then these presents shall become void, otherwise to remain in full force.

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee is hereby authorized to sell said property, at auction, for cash, after giving notice by advertisement, once a week for three consecutive weeks, in any newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of said mortgage debt and any sums herein provided for, the balance, if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale and, in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor and as their attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee, in the collection of said mortgage debt, or otherwise by reason of any default on the part of the mortgagor. Mortgagor covenants that they are seized in fee simple of said property, that it is free from all encumbrances, that they will warrant the same to mortgagee, and to the purchaser thereof, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagor ha hereunto set their hand and seal this 7th day of April A. D. 1920

Alice M. Corrigan (Seal)  
Edward Corrigan (Seal)

Exhibit 3

RECORDED IN BOOK 108 PAGE 108  
INDEXED IN BOOK 108 PAGE 108  
MAY 10 1920  
BALDWIN COUNTY ALABAMA



Baldwin County.

I, P. J. Cooney, a Notary Public

in and for said County and State, hereby certify that Alice. M. Corrigan and her husband Edward Corrigan, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said conveyance,

they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of April 1920-----191

Notary Public for Baldwin County Alabama

THE STATE OF ALABAMA, Baldwin County. } I. P. J. Cooney

a Notary Public in and for said County and State, do hereby certify that on

the 7th day of April 1920-----191, came before me the within named Alice. M. Corrigan, known to me to be the wife of the within named Edward. Corrigan who being examined separate and apart from the 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 and official seal, this

7th day of April 1920 ----- 191

Notary Public for Baldwin County Alabama,

The State Bank of Foley as the lender, within the meaning of the law hereby certifies that it has paid the principal on mortgage top recorded on this instrument by State Bank of Foley

STATE OF ALABAMA, Baldwin County. I, James M. ... Notary Public

Mortgage Deed with Power of Sale

FROM

TO

STATE OF ALABAMA, Baldwin County. } Probate Court

Filed in my office for record this 12th

day of April 1920 and

recorded in Mortgage Book No. 24

N. S. Pages 266-67

Judge of Probate.

4/12/20 11:30 a.m.



Exhibit A

the order of STATE BANK of FOLEY, FOLEY, ALABAMA

*Thirty two & 90/100*

dollars

for value received, with interest at *8* per cent per annum from *date* until paid.

Payable at STATE BANK of FOLEY.

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, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and 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 to the payment of this debt any funds in said bank belonging to the maker, surety endorser, guarantor, or any one of them.



*E. Corrigan*

Due

*5/24*

, Foley, Ala



the order of STATE BANK of FOLEY, FOLEY, ALABAMA

*Eighty five*

dollars

for value received, with interest at *8* per cent per annum from *date* until paid.

Payable at STATE BANK of FOLEY.

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, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and 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.

*Exhibit 8*



*E. Carrigan*

Due

*5420*

Onlooker Printing, Foley, Ala



*Newly days* after date, without grace, *we* promise to pay to  
the order of *State Bank of Foley*  
*Five hundred seventy five and  $\frac{00}{100}$*  dollars  
for value received, with interest at \_\_\_\_\_ per cent per annum from \_\_\_\_\_ until paid.  
Payable at STATE BANK OF FOLEY.

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, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and 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.

Due \_\_\_\_\_



4571



*E. Corrigan*  
*Alice W. Corrigan*



Exhibit A

STATE BANK OF FOLEY

after date, without grace, ~~and~~ promise to pay to  
the order of State Bank of Foley

One thousand and no/100 dollars

for value received, with interest at eight per cent per annum from maturity until paid.  
Payable at the STATE BANK of FOLEY, Foley, Ala.

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 rights 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, including a reasonable attorney's fee whether 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 of them,



Alice M. Corrigan  
Edward L. ...

Due \_\_\_\_\_

216



STATE BANK OF FOLEY,  
Complainant,

vs.

ALICE M. CORRIGAN,  
et al.,

Respondent.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

Now comes the respondent, Alice M. Corrigan, and for answer to the said bill of complaint, and which said answer is made for her, for and by her individually, says as follows:

1. That the matters alleged in the first paragraph are true so far as this respondent knows.
2. That the allegations of the second paragraph as to this respondent are untrue, for that this respondent never borrowed any money from complainant, nor did she borrow the sum of \$1,000.00 from the complainant on or about the 7th day of April, 1920. But she alleges that the said money, if borrowed, was borrowed by Edward Corrigan, who was then and there her husband, this respondent and the said Edward Corrigan at that time living together as husband and wife, and that she signed the said note marked exhibit "A" as the surety of her said husband; that she never made any request of the said complainant to lend said money to any one, but that the said Edward Corrigan made the arrangements himself, and that she simply signed the said note as security for the said Edward Corrigan, who was then and there her husband; this respondent further alleges that the mortgage referred to in said paragraph, a copy of which is attached to the bill of complaint and marked exhibit "B", was executed by her as security for her said husband, Edward Corrigan, and was not executed to secure any debt of hers or to secure any obligation made by her individually with the said complainant, and that the said note and the said mortgage are both invalid as to her and as to the property described in said paragraph and also in said mortgage, the said property so described being the individual property of this respondent, and that the said Edward Corrigan had no title or interest therein, except by virtue of being the husband of this respondent.
3. For further answer to the second paragraph, this respondent says that the Notary Public before whom said mortgage was



acknowledged, to-wit, P. J. Cooney, was a director in the plaintiff corporation at the time such acknowledgment was taken, and therefore said mortgage fails to comply with the statute, said acknowledgment being invalid by reason of such fact, and for the further reason that the property described in said mortgage was the homestead of this respondent at the time of the execution of said mortgage and that the statute as to acknowledgments in such instances was not complied with.

4. For further answer to the second paragraph to the bill of complaint this respondent says that the said note and which is marked exhibit "A" and described in said paragraph, and the said mortgage marked exhibit "B" and which is alleged in said paragraph were executed by this respondent as security for the debt of her husband, Edward Corrigan, the said Edward Corrigan incurring the obligation alleged to have been secured by said documents, and this respondent, who was then and there the wife of the said Edward Corrigan, executed the papers as his security and in no other capacity, *she not owning complainant anything whatsoever.*

5. That the allegations of the third paragraph of the bill of complaint are untrue so far as this respondent is concerned for that she has never asked to have said note and mortgage extended, that it was never extended at her instance or request, and she knew nothing of any extensions thereof and that she is not indebted to the said complainant whatsoever on account of said mortgage or said note.

Wherefore, this respondent, Alice M. Corrigan, having answered fully each and every paragraph of the bill of complaint, prays that Your Honor will dismiss the said bill of complaint so far as she is concerned or involved and that she be given a decree declaring that the said note and mortgage are invalid so far as she is concerned *and constitute no lien upon the property described* and that the complainant be taxed with all her reasonable cost herein expended.

SOLICITORS FOR RESPONDENT, ALICE M. CORRIGAN.



\$ 575.00 FOLEY, ALA., May 8th 1922 192

Ninety Days after date, without grace, we promise to pay to

the order of State Bank of Foley

Five Hundred Seventy -five\* dollars

for value received, with interest at per cent per annum from until paid.

Payable at STATE BANK OF FOLEY.

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, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and 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.

COPY

(signed)

E. Corrigan

Due

Alice M. Corrigan

Exhibit C



\$ 32.90

FOLEY, ALA.,

Dec 16th 1922

192

Demand

after date, without grace, I promise to pay to

the order of State Bank of Foley

Thirty-two & 90/100

dollars

for value received, with interest at 8 per cent per annum from date until paid.

Payable at STATE BANK OF FOLEY.

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, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and 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.

COPY

(signed)

E. Corrigan

Due



\$ 50.00 FOLEY, ALA., Dec 16th 1922 192

Demand after date, without grace, I promise to pay to

the order of State Bank of Foley

Fifty\* dollars

for value received, with interest at 8 per cent per annum from date until paid.

Payable at STATE BANK OF FOLEY.

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, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and 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.

COPY

(signed)

E. Corrigan

Due

57-1-2



STATE BANK OF FOLEY,  
a corporation, Complainant  
-vs-

EDWARD CORRIGAN, and  
ALICE M. CORRIGAN,  
Defendants

CIRCUIT COURT, BALDWIN COUNTY,  
ALABAMA. IN EQUITY.

Comes the Complainant and by leave of the Court amends its bill heretofore filed in this cause to read as follows:-

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA:

Comes the State Bank of Foley and by this bill of complaint exhibited against ALICE M. CORRIGAN and EDWARD CORRIGAN, respectfully shows unto your Honor as follows:-

FIRST: That Complainant, State Bank of Foley, is a corporation organized under the laws of the State of Alabama, doing a banking business at Foley, Baldwin County, Alabama; that defendants ALICE M. CORRIGAN and EDWARD CORRIGAN are each over the age of twenty-one years and are residents of Baldwin County, Alabama;

SECOND: That on to-wit, April 7th, 1920, the aforesaid defendants jointly borrowed from Complainant the sum of ONE THOUSAND DOLLARS and executed their joint note therefor, a copy of which said note is hereto attached, marked exhibit "A", and made part of this bill of complaint, and to secure said note and debt executed a mortgage bearing like date, a copy of which said mortgage is hereto attached and marked exhibit "B", and said mortgage conveyed as security for said debt the following described lands situated in Baldwin County, Alabama, to-wit:-

A certain tract or parcel of land in the Southeast quarter of the southwest quarter of section twenty-eight, in township seven south of range three east, known and described as follows, to-wit:- Bounded on the south by Cowgill Avenue, the north line of Cowgill Avenue aforesaid being two hundred and forty nine feet south of the north line of the said southeast quarter of southwest quarter aforesaid, bounded on the south by the north line of Gates Avenue, on the west by the east line of Bay Street, and on the east by the west line of Jassimine Avenue, excepting therefrom a street fifty feet in width, the north line of which is three hundred and sixty-one feet south of and paralel



to the south line of Cowgill Avenue aforesaid, containing seven acres, more or less.

THIRD: That said note and mortgage were extended from time to time so that it became due and payable December 16th, 1922, and has been due and unpaid since said date. That Complainant has made repeated demands for the payment of the aforesaid mortgage indebtedness and that they have failed and refused to pay the same.

FOURTH: That Respondents are indebted to Complainants in further sums for moneys loaned, and evidenced by promissory notes as follows:-

Note of Edward and Alice M. Corrigan, Dated May 8, 1921, for \$575.00 due Dec. 16th, 1922.

Copies of which said notes are hereto attached, marked Exhibit "C" and "D" and made a part of this bill of complaint.

FIFTH: That said Edward Corrigan is further indebted to Complainant for money borrowed by him of Complainant on the following notes:

Note of Edward Corrigan, Dated Dec. 16, 1922, for \$32.90, due on demand.

Note of Edward Corrigan, Dated Dec. 16, 1922, for \$50.00, due on demand.

And demand for payment thereon was made thirty days after payment of each note so that they have been due and unpaid since Jan. 16, 1923.

Copies of which said notes are hereto attached marked Exhibit "A" and "E" and made a part of this bill of complaint.

SIXTH: That prior to ~~March~~ March 13th, 1920, Respondent Edward Corrigan was the owner in his own right of the lands described in paragraph Second in this bill, and was at that time heavily indebted to the Central Bank of Oakland, California, in whose favor a judgment had been rendered in the Circuit Court of Cook County, Ill. on the 15th day of March, 1913, against said Corrigan for the sum of \$2118.10 and costs of Court, which judgment with the interest thereon was on said date a valid



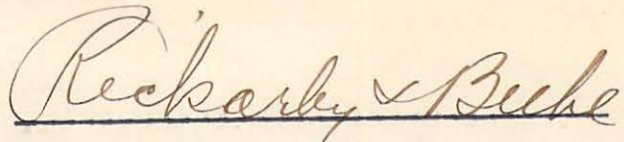
outstanding obligation and is still unpaid. That said Edward Corrigan, to avoid the payment of said judgment and as a fraud on the judgment creditor and without adequate, or as, complainant is informed, any consideration and with intent to hinder, delay or defraud said judgment creditor and possibly other creditors, did transfer all of said land to Alice M. Corrigan, his wife, by making a deed of said lands to one William Thomas, who immediately, or within a few days, transferred said lands to Alice M. Corrigan, also without actual consideration, said Thomas being in fact a mere conduit through whom title passed from husband to wife. That the land thus conveyed was all or substantially all of the property owned by said Edward Corrigan. Copies of the deeds are attached and marked Exhibit "G" and "H" and made a part of this bill of complaint. That the transaction aforesaid constituted a fraud, not only on the judgment creditors aforesaid, but being so tainted, was void and inoperative to Complainant and other creditors, and vested no valid title in Respondent Alice M. Corrigan as against the demands of Complainant. That said Alice Corrigan knew at the time of said attempted transfer that the same was made to evade payment of the judgment aforesaid and by accepting same participated or acquiesced in said fraud. That Edward Corrigan did not part with the possession or control of said property but continued in the use and control of same for months thereafter. That said Edward Corrigan has at no time since the creation of the debts aforesaid owned any other property out of which satisfaction of the debts could be had.

WHEREFORE, complainant prays this honorable Court will take jurisdiction of the cause made by this bill of complaint and by appropriate process make the said Alice M. Corrigan and Edward Corrigan parties defendant hereto requiring each of them to answer or demur this bill of complaint as amended within the time required by law.

Complainant further prays that this Court ascertain and decree the amount of indebtedness to complainant under the

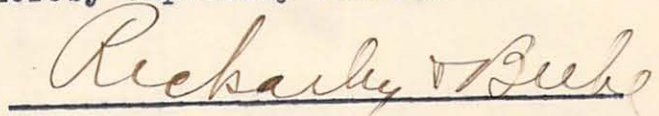


aforesaid mortgage and notes, including a reasonable attorneys fee as provided therein; that the attempted transfer of the said property to said Alice M. Corrigan be set aside as fraudulent and void as against the demands of complainant and the said deeds by which said transfer was made be declared void and of no effect and the said property be subjected to the satisfaction of the said debts to complainant as aforesaid; that said mortgage be declared a valid lien against said property and entitled to priority of payment as such and that said property be sold under order of this Court and the proceeds thereof applied, after the payment of the costs of Court and of the sale to the payment of the amounts found to be due complainant as aforesaid; that in the event the proceeds of such sale be not sufficient to satisfy the amounts due complainant, a judgement be rendered against defendants for such balance as may remain due to complainants. And complainant further prays for such other, further or different relief as to equity may seem meet.



Solicitors for Complainant

Defendants are required to answer the foregoing bill of complaint as amended paragraphs first to sixth, inclusive, but not under oath, oath is hereby expressly waived.



Solicitors for Complainant



EXHIBIT "A"

\$1000.00

Foley, Alabama  
April 7th, 1920

Six Months after date, without grace, we promise to pay to the order of State Bank of Foley

One Thousand and no/100-----dollars

for value received, with interest at eight per cent per annum from maturity until paid. Payable at State Bank of Foley, Foley, Ala.

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 rights 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, including a reasonable attorney's fee whether 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 of them.

Alice M. Corrigan

Edward Corrigan

Due-----

The undersigned endorsers assume the contract shown by the face of this note.

Endorsement on interest

Pd.	10/4 1920	\$40.00	to	Apr. 4th, 1921
"	4/4 1921	40.00	"	Oct. 4, 1921
"	19		"	19
"	19		"	19
"	19		"	19
"	19		"	19



EXHIBIT "B"

KNOW ALL MEN BY THESE PRESENTS, that Alice M. Corrigan and her husband Edward Corrigan, hereinafter called mortgagors, in consideration of the sum of One Thousand Dollars to them in hand paid by the State Bank of Foley, hereinafter called mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said mortgagee, its successors, heirs and assigns forever, all of that real property situated in the county of Baldwin and State of Alabama, to-wit:- A certain tract or parcel of land in the southeast quarter of the southwest quarter of section twenty eight (28) in township seven south range three (3) east, known and described as follows:- to-wit: Bounded on the south by Cougill Avenue, the north line of Cougill Avenue aforesaid being two hundred and forty-nine (249) feet south of the north line of the said southeast quarter of the southwest quarter aforesaid, bounded on the south by the north line of Gates Avenue, on the west by the east line of Bay Street, and on the east by the west line of Jassimine Avenue, excepting therefrom a street fifty (50) feet in width, the north line of which is three hundred and sixty one feet south of and parallel to the south line of Cougill Avenue aforesaid, containing seven acres more or less.

Together with all and singular the tenements, rights, privileges and appurtenances, to the said described premises in anywise belonging. TO HAVE AND TO HOLD the same forever. PROVIDED ALWAYS, and these presents are upon the express condition that if the said mortgagor, shall well and truly pay to the mortgagee, the sum of One Thousand Dollars as is evidenced by their certain promissory note bearing even date herewith, and payable to the said State Bank of Foley, six months after date, together with interest, at the rate of eight per cent per annum, and shall also discharge all the duties imposed upon said mortgagee, by this mortgage, then these



presents shall become void, otherwise to remain in full force.

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee is hereby authorized to sell said property, at auction, for cash, after giving notice by advertisement, once a week for three consecutive weeks, in any newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply first, to the payment of the costs of sale, including a reasonable attorney's fee; second, to the payment of said mortgage debt and any sums herein provided, for, the balance if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale and, in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor and as their attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee, in the collection of said mortgage debt, or otherwise by reason of any default on the part of the mortgagor. Mortgagor covenants that they are seized in fee simple of said property, that it is free from all encumbrances, that they will warrant the same to mortgagee, and to the purchaser thereof, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagor has hereunto set their hand and seal this 7th day of April A.D. 1920.

Alice M. Corrigan (Seal)

Edward Corrigan (Seal)

THE STATE OF ALABAMA 0  
BALDWIN COUNTY 0

I, P.J. Cooney, A Notary Public in and for said County and State, hereby certify that Alice M. Corrigan and her husband Edward Corrigan, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the day the same bears date.

Given under my hand and official seal this 7th day of April 1920.

P.J. Cooney,  
Notary Public for Baldwin Co. Ala.



THE STATE OF ALABAMA 0  
BALDWIN COUNTY 0

I, P.J. Cooney, a Notary Public in and for said county and State do hereby certify that on the 7th day of April 1920, came before me the within named Alice M. Corrigan, known to me to be the wife of the within named Edward Corrigan, who being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 7th day of April, 1920.

P.J. Cooney,  
Notary Public for Baldwin Co. Ala.

The State Bank of Foley as the lender within the meaning of the law hereby certifies that it has paid the privilege or mortgage tax required on this instrument.

John C. Lehr, Cashier, State Bank  
of Foley, Ala.

STATE OF ALABAMA 0  
BALDWIN COUNTY 0

I, James M. Voltz, Judge of Probate, for said county, hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 and 1908 viz. \$1, Cts. 50.

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

MORTGAGE DEED WITH POWER OF SALE

FROM

TO

STATE OF ALABAMA 0  
BALDWIN COUNTY 0

PROBATE COURT

Filed in my office for record this 12th day of April 1920 and recorded in Mortgage Book No. 24, Mtgs. N.S. pages 366-67.

Jas. M. Voltz, Judge of Probate  
By J.L. Kessler



This Indenture, made the 23rd day of January, 1920, between Edward Corrigan, and his wife Alice M. Corrigan, parties of the first part, and William Thomas, party of the second part: Witnesseth, that the parties of the first part, in consideration of Two hundred and fifty dollars, hereby acknowledged to have been paid the parties of the first part by the party of the second part, do grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all that real property in Baldwin County, Alabama, described, as follows:-

A certain piece or parcel of land in the Southeast quarter of the Southwest quarter of Section Twenty-eight (28) in Township Seven (7) South, Range Three (3) East: Of St Stephens Meridian, in Alabama, described, as follows: Bounded on the North by South line of Cowgill Avenue, (The South line of Cowgill Avenue, aforesaid being 249 feet South of the North line of said Southeast quarter of the Southwest quarter aforesaid). Bounded on the South by the North line of Gates Avenue, on the West by the East line of Bay Street: On the East by the West line of Jassimine Avenue, excepting therefrom a street fifty feet wide, the north line of which is 361 feet south of and parallel to the south line of Cowgill Avenue aforesaid, according to the map and plat of the Lyman addition to Magnolia Springs and containing seven and one-half acres, more or less.

This deed is subject to a mortgage given to Carroll Bros. on the 9th day of October, 1918 and recorded in Mortgage Book No. 22 of Mortgages, pages 17 of the records of Baldwin County, Alabama.

Together with all the rights and appurtenances to said described premises in anywise belonging:

To have and to hold the same forever.

And Edward Corrigan and his wife, Alice M. Corrigan for themselves and their heirs, the said described premises and appurtenances, will forever Warrant and Defend unto the said party of the second part, his heirs and assigns against the lawful claims of all persons whatsoever.

In witness whereof, the said parties of the first part has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of P.J. Cooney.

(50¢ U S I R Stamp).

Edward Corrigan (Seal)  
Alice M. Corrigan (Seal)

State of Alabama )  
Baldwin County )

I, P.J. Cooney, a Notary Public in and for said County and State, do hereby certify that Edward Corrigan and his wife Alice M. Corrigan whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of said conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 23rd day of January, 1920.

P.J. Cooney,  
Notary Public for Baldwin County,  
Alabama.

State of Alabama )  
Baldwin County )

I, P.J. Cooney, a Notary Public/and for said County and State, do hereby certify that on the 23rd day of

Exhibit F



January, 1920, came before me the within named Alice M. Corrigan, known to me to be the wife of the within named Edward Corrigan, who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

In witness whereof, I have hereunto set my hand and official seal, this 23rd day of January, 1920.

P.J. Cooney,  
Notary Public for Baldwin Co. Ala.

Filed for record Feb. 9th, 1920 at 8:06 A.M.  
Recorded Feb. 10th, 1920.

Jas. M. Voltz, Judge of Probate.



This Identure, made the 28th day of January, 1920, between William Thomas, a widower, party of the first part, and Alice M. Corrigan, party of the second part: Witnesseth, that the party of the first part, in consideration of Two hundred and fifty dollars, hereby acknowledged to have been paid the party of the first part, by the party of the second part, do grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all that real property in -----described, as follows:-

A certain piece, or parcel of land in the southeast quarter of the Southwest quarter of Section Twenty-eight (28) in Township Seven (7) South, Range Three (3) East of St Stephens Meridian, in Alabama, described, as follows:-to-wit: Bounded on the north by the south line of Cowgill Avenue: (The South line of Cowgill Avenue aforesaid being 249 feet south of the North line of the Southeast quarter of the Southwest quarter aforesaid) Bounded on the South by the North line of Gates Avenue, on the West by the East line of Bay Street: And on the East by the West line of Jassamine Ave., excepting therefrom a street fifty feet in width, the north line of which is 361 feet south of and parallel to the south line of Cowgill Avenue, aforesaid.

This deed is subject to a Mortgage given by Edward Corrigan and wife to Carroll Bros. on the 9th day of October, 1918, and recorded in the office of the Probate Judge of Baldwin County, Ala. in Book #22 of Mortgages, page 17.

Together with all the rights and appurtenances to the said described premises in anywise belonging:

To have and to hold the same forever.

And the said William Thomas, for himself and his heirs, the said described premises and appurtenances, will forever warrant and defend unto the said party of the second part, her heirs and assigns, against the lawful claims of all persons whatsoever.

In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

William Thomas (Seal)

(50¢ U S I R Stamp Attached)

State of Alabama

Baldwin County

I, P.J. Cooney, a Notary Public in and for said County and State, do hereby certify that William Thomas, a widower 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 said conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 28th day of January, 1920.

P.J. Cooney,  
Notary Public for Baldwin County, Ala.

Filed for record Feb. 18th, 1920 at 9:48 A.M.  
Recorded Feb. 18th, 1920.

Jas. M. Voltz, Judge of Probate.

Key to list B.



STATE BANK OF FOLEY  
a corporation, Complainant

-vs-

EDWARD CORRIGAN, and  
ALICE M. CORRIGAN

Defendants

0  
0  
0  
0  
0  
0  
0  
0

CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA

In EQUITY

I hereby waive service of notice of filing  
amendment complaint in the foregoing cause.

This 28<sup>th</sup> Day of March, 1924.

Edward Corrigan



The State of Alabama }  
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,  
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Alice M Corrigan and Edward Corrigan,

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

The State Bank of Foley,

against said

Alice M Corrigan and Edward Corrigan,

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 2nd day of January,

192 4.

*T. W. Richerson*

Register.

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



2 Original

Serve on \_\_\_\_\_

Circuit Court of Baldwin County  
In Equity

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

SUMMONS

The State Bank of Foley

vs.

Alice M Corrigan and Edward  
Corrigan.

Rickarby & Beebe.  
Solicitor for Complainant.

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

THE STATE OF ALABAMA  
BALDWIN COUNTY

Received in office this \_\_\_\_\_  
day of \_\_\_\_\_ 1924

Sheriff.

Executed this 9<sup>th</sup> day of  
Jan 1924  
by leaving a copy of the within summons with  
Alice M. Corrigan.

Defendant.

W R Stuart  
Sheriff.  
By R. O. Wiggins  
Deputy Sheriff.

RECORDED

Executed Jan 12<sup>th</sup> 1924  
by leaving copy of  
within with Edward  
Corrigan

W R Stuart  
Sheriff

By R. O. Wiggins  
Deputy



TO THE HONORABLE JOHN D. LEIGH, JUDGE OF THE CIR-  
CUIT COURT OF BALDWIN COUNTY, ALABAMA:

Comes the State Bank of Foley and by this bill of  
complaint exhibited against ALICE M. CORRIGAN and EDWARD COR-  
RIGAN, respectfully shows unto your Honor as follows:

FIRST: That Complainant, State Bank of Foley, is a  
corporation organized under the laws of the state of Alabama,  
doing a banking business at Foley, Baldwin County, Alabama;  
that defendants Alice M. Corrigan and Edward Corrigan are each  
over the age of twenty-one years and are residents of Baldwin  
County, Alabama;

SECOND: That on to-wit, April 7th, 1920, the aforesaid  
defendants jointly borrowed from Complainant the sum of ONE  
THOUSAND DOLLARS and executed their joint note therefor, a copy  
of which said note is hereto attached, marked exhibit "A", and  
made a part of this bill of complaint, and to secure said note  
and debt executed a mortgage bearing like date, a copy of which  
said mortgage is hereto attached and marked exhibit "B", and  
said mortgage conveyed as security for said debt the following  
described lands situated in Baldwin County, Alabama, to-wit:-

A certain tract or parcel of land in the southeast  
quarter of the southwest quarter of section twenty-eight, in  
township seven south of range three east, known and described  
as follows, to-wit:- Bounded on the south by Cowgill Avenue, the  
north line of Cowgill Avenue aforesaid being two hundred and forty  
nine feet south of the north line of the said southeast quarter  
of southwest quarter aforesaid, bounded on the south by the north  
line of Gates Avenue, on the west by the east line of Bay Street,  
and on the east by the west line of Jassimine Avenue, excepting  
therefrom a street fifty feet in width, the north line of which  
is three hundred and sixty-one feet south of and parallel to the  
south line of Cowgill Avenue aforesaid, containing seven acres,  
more or less.

THIRD: That said note and mortgage were extended from  
time to time so that it became due and payable December 16th, 1922,  
and has been due and unpaid since said date. That Complainant  
has made repeated demands for the payment of the aforesaid mort-  
gage indebtedness and that they have failed and refused to pay



the same. X

WHEREFORE, complainant prays this Honorable court will take jurisdiction of the cause made by this bill of complaint and by appropriate process make the said Alice M. Corrigan and Edward Corrigan, party defendants hereto requiring each of them to answer, plead or demur to this bill of complaint within the time and under the usual penalties prescribed by the practice of this Honorable Court and the laws applicable thereto; Your complainant further prays that this court ascertain and decree the amount of the indebtedness due to complainant under the aforesaid mortgage and that said mortgage be foreclosed and that the property therein described and described in this bill be condemned and sold to satisfy said indebtedness and that said defendants' equity of redemption in said property be forever foreclosed, and that in case the proceeds of such sale be not sufficient to satisfy the indebtedness due complainant under said mortgage, that this court will render a personal judgment and decree against said defendant for any balance that may be found to be due by them to complainant. And your complainant further prays for such other, further or different relief as complainant shall in equity be entitled to.

Richard T. Beebe  
Solicitors for Complainant

The defendant and each of them is required to answer all the allegations of this bill of complaint, paragraph one to three, inclusive, but not under oath, oath being hereby waived.

Richard T. Beebe  
Solicitors for Complainant



Exhibit 'B'

KNOW ALL MEN BY THESE PRESENTS, that Alice M. Corrigan and her husband Edward Corrigan, hereinafter called mortgagors, in consideration of the sum of One Thousand Dollars, to them in hand paid by the State Bank of Foley, hereinafter called mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said mortgagee, its successors, heirs and assigns forever, all of that real property situated in the county of Baldwin and state of Alabama, to-wit:- A certain tract or parcel of land in the southeast quarter of the southwest quarter of section twenty eight (28) in township seven south range three (3) east, known and described as follows, to-wit:- Bounded on the south by Cougill Avenue, the north line of Cougill Avenue aforesaid being two hundred and forty nine (249) feet south of the north line of the said southeast quarter of the southwest quarter aforesaid, bounded on the south by the north line of Gates Avenue, on the west by the east line of Bay Street, and on the east by the west line of Jassimine Avenue, excepting therefrom a street fifty (50) feet in width, the north line of which is three hundred and sixty one feet south of and parallel to the south line of Cougill Avenue aforesaid, containing seven acres more or less,

Together with all and singular the tenements, rights, privileges and appurtenances, to the said described premises in anywise belonging. TO HAVE AND TO HOLD the same forever. PROVIDED ALWAYS, and these presents are upon the express condition that if the said mortgagor, shall well and truly pay to the mortgagee, the sum of One thousand dollars as is evidenced by their certain promissory note bearing even date herewith, and payable to the said State Bank of Foley, six months after date, together with interest, at the rate of eight per cent per annum, and shall also discharge all the duties imposed upon said mortgagee, by this mortgage, then these presents shall become void, otherwise to remain in full force.

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee is hereby authorized to sell said property, at auction, for cash, after giving notice by



by advertisement, once a week for three consecutive weeks, in any newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply first, to the payment of the costs of sale, including a reasonable attorney's fee; second, to the payment of said mortgage debt and any sums herein provided for, the balance if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale and, in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor and as their attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee, in the collection of said mortgage debt, or otherwise by reason of any default on the part of the mortgagor. Mortgagor covenants that they are seized in fee simple of said property, that it is free from all encumbrances, that they will warrant the same to mortgagee, and to the purchaser thereof, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagor ha hereunto set their hand and seal this 7th day of April A.D. 1920.

Alice M. Corrigan (Seal)

Edward Corrigan (Seal)

THE STATE OF ALABAMA )  
BALDWIN COUNTY ) I, P. J. Cooney, a Notary Public in and for  
said county and state, hereby certify that Alice M. Corrigan and her husband Edward Corrigan, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7th day of April 1920

SEAL

P. J. Cooney  
Notary Public for Baldwin County, Alabama

THE STATE OF ALABAMA )  
BALDWIN COUNTY ) I, P. J. Cooney, a Notary Public in and for  
said county and state do hereby certify that on the 7th day of April 1920, came before me the within named Alice M. Corrigan, known to me to be the wife of the within named Edward Corrigan, who being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 7th day of April 1920

P. J. Cooney  
Notary Public for Baldwin County, Alabama.

The State Bank of Foley as the lender within the meaning of the law hereby certifies that it has paid the privilege or mortgage tax



required on this instrument.

John C. Lehr, Cahsier, State Bank of  
Foley.

State of Alabama )  
Baldwin County ) I, James M. Voltz, judge of probate for said  
county, hereby certify that the following privilege tax has been paid  
in the within instrument as required by acts 1902 and 1908 vix \$ 1  
cts 50.

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

MORTGAGE DEED WITH POWER OF SALE

FROM

TO

STATE OF ALABAMA )  
BALDWIN COUNTY ) Probate Court

Filed in my office for record this 12th day of April 1920 and recorded  
in Mortgage Book No 24 Mtgs N.S. pages 366-67

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



Exhibit "A"

\$1000.00

Foley, Ala., April 7th 1920

Six months after date, without grace, we promise to pay to the order of State Bank of Foley

One thousand and no/100 ----- dollars

STATE BANK OF FOLEY

for value received, with interest at eight per cent per annum from maturity until paid. Payable at STATE BANK OF FOLEY, Foley, Ala.

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 rights 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, including a reasonable attorney's fee whether 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 of them.

Alice M. Corrigan

Edward Corrigan

Due -----

The undersigned endorsers assume the contract shown by the face of this note.

Endorsement on interest

Pd	10/4	1920	\$40.00	to	Apr 4	1921
"	4/4	1921	\$40.00	to	Oct 4	1921
"		19	\$	to		19
"		19	\$	to		19
"		19	\$	to		19
"		19	\$	to		19