

L.T. Rhodes,
Plaintiff.

vs

E.M. Thompson,
Defendant

In Circuit Court of Baldwin County,
Alabama.

At Law .

No-----

1st. Defendant pleads in short the General issue

2nd:

The Defendant for answer to the complaint, saith, that he has paid
the debt for the recovery of which this suit was brought before the
action was commenced .

E. C. Jenkins

Attorney for defendant

9494

L T Rhodes
VS
Emory Thompson

Filed 7/93
J. W. Reimer
Jerk

for
the
Honor

9494

L T Rhodes
vs
Emory Thompson

Filed 11/7/93
J. W. Reimer
Jesse

Filed
11/7/93
J. W. Reimer

Bay Minette, Ala., August 6 1921

Mr. E. M. Thompson

Bay Minette Ala

IN ACCOUNT WITH

L. T. RHODES

Irish Potatoes
Sweet Potatoes
Sweet Potato Plants

Mosby's Prolific
Seed Corn

1920					
Feb. 11	4 hot bed irons		72		
	84 yds hot bed cloth		1260		
17	20 # 10-4-7		4500		
	4 # Irish		2100		
	1 bu Schweyning		300		
	1/2 gal Truckers		30		
	30 # 8-4-4		6000		
25	30 # 10-2 1/2-5		5550		
	Trip truck		200		
27	30 # 8-4-4		6000		
Mar 7	10 # 8-4-4		2000		
	20 # 10-2 1/2-5		3700		
	Truck		200		
8	30 # 10-2 1/2-5		5550		
20	30 # 10-2 1/2-5		5550		
25	25 # 10-2 1/2-5		4625		
26	25 # 10-2 1/2-5		4625		
29	25 # 10-2 1/2-5		4625		
apr 1	30 yds hot bed cloth		450		
12	25 # 10-2 1/2-5		4625		
	1 # beans		400		
26	4 # arsenate		48		
May 6	3 # nitrate		1800		
13	Irish potatoes			8554	
	Check		5000		
	Discount			72	
29	10 # nitrate		6000		
	4 # nitrate		480		
June 5	Niagara Dust gun		2500		
	48 # arsenate		576		
10	2 bu peas		900		

Bay Minette, Ala.,

192

Mr.

IN ACCOUNT WITH

L. T. RHODES

Irish Potatoes
Sweet Potatoes
Sweet Potato Plants

Mosby's Prolific
Seed Corn

#2

June 18	10410-3-3			
21	corn	1850		
	check		6780	
July 5	corn	6780		
	check			3480
8	96 Harsenats	3480		
25	100 hp	1152		
26	Sweet	1250		
	200 hp			41870
	Sweet	2500		
	Hauling 3 loads			11400
July 25	check	900		
Sept 6	check	10080		
			10080	
		107578		
		92156		
		<u>35422</u>		
			92156	

STATE OF ALABAMA, }
Baldwin County. }

KNOW ALL MEN BY THESE PRESENTS, that.....

being indebted to L. T. Rhodes, in the sum of \$316²⁵, evidenced by 3 notes of even date, as follows: #21⁰⁰ due June 1, 1930; #33²⁵ due June 1, 1930 and #262⁰⁰ due Aug 15, 1930

now to secure said debt, and any other amount I now owe or may owe to L. T. Rhodes, at or before the payment of debt, do.....grant, bargain, sell and convey unto L. T. Rhodes, the following property, to-wit:

All my live stock or other personal property, including all household and kitchen furniture, my entire crop of every kind raised during the year 1930 and each succeeding year thereafter so long as any part of the debt secured hereby is unpaid, by me or under my direction, including all rents due or to become due me for such years, in Baldwin County, Alabama; also:

In the event I fail to pay any installment on the debt or debts secured hereby, or should sell or dispose of, remove, abandon, mistreat, neglect, or injure any of above property, the entire debt or debts secured hereby shall be due, and he may take possession of said property and sell, or at his option, without taking possession sell, any or all said property at public sale, at such place as he shall elect, for cash, after giving notice by posting for one day at the Court House Door of this County; or, at his option, he may sell at private sale without notice; and it shall be optional with him as to whether such property be at the place of sale, and he may sell in bulk or otherwise; and the proceeds of such sale he shall apply first to cost of sale, including taking possession of and caring for said property, and attorney's fee, then to the debt or debts secured hereby, any balance to pay over to me. And he may bid and purchase at such sale, public or private, as though a stranger hereto.

The property covered hereby is free of all encumbrances and I have a good right to make this instrument.

WITNESS my hand and seal this 5 day of Feb, 1930

Witness:

(SEAL)

(SEAL)

The State of Alabama, { Baldwin County.

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

Given under my hand and seal this the 5 day of February, 1926

Pearl Erskine
Notary Public, Baldwin County, Alabama.

Chattel Mortgage

FROM

TO

L. T. RHODES

OLD STATE OF ALABAMA } PROBATE COURT
1. BALDWIN COUNTY }
Filed in office this 9 day of Sept 1926
and duly recorded in Intg Book No. 52
pages 364; and I certify that
~~the~~ no privilege tax, paid as required by an Act of
the Legislature approved September 14 1926 and
S. 62 license or privilege tax, paid as re-
quired by an Act of the Legislature approved August
26, 1923.

E M Thompson
Judge of Probate

9/10/26
1-2140

33 / 10

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA.

You are hereby commanded to summon E. M. Thompson, to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of L. T. Rhodes.

Witness my hand on this the 12th day of August, 1931.

J. M. Riccione

Clerk of the Circuit Court,
Baldwin County, Alabama.

L. T. RHODES,

Plaintiff,

VS.

E. M. THOMPSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. _____

The Plaintiff claims of the Defendant Two Hundred and Sixty-two Dollars (\$262.00), due by a promissory note made by the Defendant on the 5th day of February, 1930, and payable on the 15th day of August, 1930, with interest thereon.

The Plaintiff admits a credit on said note of Seven and 78/100 Dollars (\$7.78), and avers that there is a balance due and unpaid on the said note of Two Hundred Fifty-four and 22/100 Dollars, (\$254.22).

The Plaintiff alleges and avers that in, by and as a part of the said note, the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure the said note here sued on including a reasonable attorney's fee.

The Plaintiff claims of the Defendant the sum of Fifty Dollars (\$50.00) as such reasonable attorney's fee.