347

ANNA B. FERMANN, COMPLAINANT.	NO._____
VS.	IN THE CIRCUIT COURT OF BALDWIN
CLARA G. MILLER AND E.G.MILLER, RESPONDENTS.	COUNTY, ALABAMA. IN EQUITY.

Come Clara G. Miller and E. G. Miller, respondents in the above entitled cause, and move this Honorable Court to require the complainant, who is a non-resident of Alabama, to deposit proper security for costs of court in connection with the above styled cause, before proceeding further. In support of this motion, respondents offer the affidavit hereto attached, marked "Exhibit A".

E. J. Grow
AS SOLICITOR FOR RESPONDENTS.

NO._____

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

ANNA B. FERMANN, COMPLAINANT.

VS.

CLARA G. MILLER AND E.G.MILLER, RESPONDENTS.

MOTION TO REQUIRE NON-RESIDENT COMPLAINANT TO DEPOSIT SECURITY FOR COSTS OF COURT.

EDWARD J. GROVE, SOLICITOR FOR RESPONDENTS.

Exhibit "a"

STATE OF ALABAMA,)
)
COUNTY OF MOBILE.)

Before me, L. C. Harris, a Notary Public in and for said State and County, personally appeared Clara G.Miller and E. G. Miller, respondents in the above entitled cause, who, being by me first duly sworn, depose and say that Anna B. Fermann, who is the complainant in the above entitled cause, is a non-resident of Alabama, and is now residing in Norway.

Clara G. Miller

E G Miller

Sworn to and subscribed before me, this 25th. day of July, 1922.

L. C. Harris.
Notary Public,Mobile County,Alabama.

ANNA B. FERMANN, COMPLAINANT.	NO._____
VS.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
CLARA G.MILLER AND E.G.MILLER, RESPONDENTS.	IN EQUITY.

Come Clara G. Miller and E. G. Miller, respondents in the above entitled cause, and for answer to the bill of complaint exhibited against them by Anna B. Fermann, say:

1.- Respondents deny that Oratrix, Anna B. Fermann, is a citizen of the County of Baldwin, State of Alabama, but state that she is a non-resident of Alabama, and now resides in Norway.

2.- Respondents admit the ages of the parties to this suit, and admit that both respondents are residents of Baldwin County, Alabama.

3.- Respondents admit that the mortgage that is described in paragraph of the complaint marked Second, was executed by them, but further state that they have paid in full all that was due under said mortgage, prior to the beginning of this suit.

4.- Respondents admit that the mortgage that is described in paragraph of the complaint marked Third, was executed by them, but further state that they have paid in full, all that was due under said mortgage, prior to the beginning of this suit.

5.- Respondents admit that the mortgage that is described in paragraph of the complaint marked Fourth, was executed by them, but further state that they have paid in full, all that was due under said mortgage, prior to the beginning of this suit.

6.- Respondents admit that the mortgage that is described in paragraph of the complaint marked Fifth, was executed by them, but further state that they have paid in full, all that was due under said mortgage, prior to the beginning of this suit.

7.- Respondents deny that they owe the complainant anything on said mortgages.

Having fully answered, respondents pray to be henceforth dismissed, with their reasonable costs in this behalf expended.

E. J. Grove

AS SOLICITOR FOR RESPONDENTS.

No. 347.

ANNA B. FERMANN, Plaintiff.	)	
vs.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.
CLARE G. and E. G. MILLER, Defendant.	)	

STATE OF ALABAMA (
)
COUNTY OF MOBILE (Before me, S. P. Gaillard, Jr., a Notary Public in and for said State and County, personally appeared Virginius L. Arnold, who, being by me first duly sworn, deposes and says that he is attorney for the plaintiff in the above styled cause and that the said Anna B. Fermann is a resident of Fairhope, Baldwin County, Alabama, where she has resided for many years; that prior to the institution of this suit and while suffering from ill health she left for Christiania, Norway, to visit her family under her doctor's orders; that she did not intend to move her residence from Alabama and still remains a resident of the County of Baldwin, State of Alabama.

Virginius L. Arnold

Subscribed and sworn to before
me this 16th day of Dec., 1922.

S. P. Gaillard Jr.
Notary Public, Mobile Co., Ala.

Baldwin Times Print.

8587 SUMMONS—Original.

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 Clara G Miller and E.G.Miller,

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 Anna B Ferman,

against said

Clara G Miller and E.G.Miller,

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 27th, day of June, 192 2

T. W. Richerson

Register.

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

2nd Original

Serve on.....

Circuit Court of Baldwin County
In Equity

No. 347

SUMMONS

Anna B Ferman

vs.

Clara G Miller and E.G. Miller

Gillard, Mahorner & Arnold
& Chas. Hall.
Solicitor for Complainant

Rocorded in Vol..... Page.....

No. 347

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this.....
day of.....192...

.....
Sheriff

Executed this 10 day of
July 1932
by leaving a copy of the within summons with
[redacted] E G
Miller
Defendant's

W R Stuart
Sheriff

By B Livingston
Deputy Sheriff

RECORDED

RECORDED

TO THE HONORABLE JOHN D.LEIGH, JUDGE OF THE TWENTY FIRST JUDICIAL CIRCUIT OF THE STATE OF ALABAMA, - SITTING IN EQUITY:

Comes your Oratrix, Anna B.Fermann, and brings this her bill of complaint against Clara G.Miller and E.G.Miller and shows unto your Honor as follows:

FIRST.

That your Oratrix is a citizen of the County of Baldwin, State of Alabama, and is over the age of twenty-one years; that the said Clara G.Miller and E.G.Miller are each over the age of twenty-one years and reside at or near Fairhope,in Baldwin County,Alabama.

SECOND.

Your Oratrix further shows unto your Honor that on or about the 28th, day of November,1913, the said Clara G.Miller and E.G.Miller executed a mortgage to W.A.Fermann conveying to him the following described lands in Baldwin County,Alabama, to-wit:-

South half of the Northwest quarter of the Northwest quarter; Northeast quarter of the Northwest quarter of the Northwest quarter; South half of the Northwest quarter of Section two, Township two South, Range three East, containing one hundred and ten acres,more or less,

to secure an indebtedness of Five hundred Dollars, evidenced by a promissory note for said amount dated November 28,1913, and payable three years after date; that said mortgage is recorded in Record Book No.14 of Mortgages, at Page 129,in the office of the Judge of Probate of Baldwin County,Alabama, which said mortgage and the real estate thereby conveyed, together with the promissory note, debt and claim thereby ~~conveyed~~ secured was duly transferred and assigned by W.A. Fermann to your Oratrix on the 20th,day of March 1914, said assignment is recorded in Record Book No.14 of Mortgages at Page 278 in the office of the Judge of Probate of Baldwin County,Alabama; a copy of said note, mortgage and assignment is hereto attached and marked Exhibits "A", "B" and "C", and by reference expressly made a part of this bill of complaint.

THIRD.

Your Oratrix further shows unto your Honor that on or about the 28th,day of November,1913, the said Clara G.Miller and E.G.Miller executed another mortgage to W.A.Fermann, conveying to him the following described lands in Baldwin County,Alabama, to-wit:

Southwest quarter of the Southwest quarter of Section two, in Township two South, Range three East, containing forty acres, more or less,

to secure an indebtedness of Two hundred and fifty Dollars, evidenced by a promissory note for said amount dated November 29th,1913, and payable three years after date, which said mortgage is recorded in Record Book No.14 of Mortgages, at Pages 129-130 in the office of the Judge of Probate of Baldwin County,Alabama, which said mortgage and the real estate thereby conveyed, together with the promissory note, debt and claim thereby secured, was duly transferred and assigned by said W.A.Fermann to your Oratrix on the 20th,day of March,1914, said assignment is recorded in Record Book No.14 of Mortgages, at Page 277 in the office of the Judge of Probate of Baldwin County,Alabama; a copy of said note, mortgage and assignment is hereto attached and marked Exhibits "D", "E" and "F", and by reference expressly made a part of this bill of complaint.

FOURTH.

Your Oratrix further shows unto your Honor that on or about the 28th,day of November,1913, the said Clara G.Miller and E.G.Miller executed another mortgage to said W.A.Fermann conveying to him the following described lands in Baldwin County,Alabama, to-wit: Northwest quarter of the Northeast quarter of Section thirty-four, Township one South, Range three East, containing thirty-nine & 93/100 acres, with all improvements thereon, to secure an indebtedness of Three hundred and seventy-five Dollars, evidenced by a promissory note for said amount dated November 29th,1913, and payable three years after date, said mortgage is recorded in Record Book No.14 of Mortgages, at Page 130 in the office of the Judge of Probate of Baldwin County,Alabama, which said mortgage and the real estate

thereby conveyed, together with the promissory note, debt and claim thereby secured was duly transferred and assigned by said W.A.Fermann to your Oratrix on the 20th,day of March,1914, said assignment is recorded in Record Book No.14 of Mortgages, at Page 278 in the office of the Judge of Probate of Baldwin County,Alabama; a copy of said note, mortgage and assignment is hereto attached and marked Exhibits "G", "H" and "I" and by reference expressly made a part of this bill of complaint.

FIFTH.

Your Oratrix further shows unto your Honor that on or about the 28th,day of November,1913, the said Clara G.Miller and E.G.Miller executed another mortgage to W.A.Fermann, conveying to him the following described lands in Baldwin County,Alabama, to-wit: Northeast quarter of the Northwest quarter of Section two, Township two South,Range three East, containing forty acres,more or less, to secure an indebtedness of Three hundred and seventy-five Dollars, evidenced by a promissory note for said amount dated November 28th, 1913, and payable three years after date, which said mortgage is recorded in Record Book No.14 of Mortgages, at Pages 128-129 in the office of the Judge of Probate of Baldwin County,Alabama, which said mortgage and the real estate thereby conveyed, together with the promissory note, debt and claim thereby secured, was duly transferred and assigned by said W.A.Fermann to your Oratrix on the 20th,day of March,1914, said assignment is recorded in Record Book No.14 of Mortgages, at Page 278 in the office of the Judge of Probate of Baldwin County,Alabama; a copy of said note, mortgage and assignment is hereto attached and marked Exhibits "J", "K" and "L", and by reference expressly made a part of this bill of complaint.

SIXTH.

Your Oratrix further shows unto your Honor that the said Clara G. Miller and E.G.Miller did waive in writing in the several promissory notes hereinbefore mentioned, all right of exemption under the

Constitution and laws of Alabama, or any other State, and they each severally agreed to pay all costs of collecting, or securing, or attempting to collect or secure the notes hereinbefore referred to, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and your Oratrix claims a reasonable attorney's fee for bringing this suit in attempting to collect the indebtedness hereinbefore mentioned in said several notes and mortgages.

SEVENTH.

Your Oratrix avers that the said defendants have wholly made default in paying the indebtedness mentioned in said notes and secured by said mortgages, and is still in default in paying said indebtedness. And your Oratrix avers that the defendants being in default in the payment of the indebtedness secured by said several mortgages and the interest thereon, has elected to foreclose each of the said mortgages in and through this Honorable Court in order to satisfy the indebtedness mentioned in and secured by said several notes and mortgages.

PRAYER FOR PROCESS.

The premises considered, your Oratrix respectfully prays that said Clara G.Miller and E.G.Miller be made parties respondents to this your Oratrix bill of complaint and that the usual process of this Honorable Court be forthwith issued to them, commanding them to demur, plead to, or answer this bill of complaint within the time and under the pains and penalties prescribed by law and under the rules of this Court.

PRAYER FOR RELIEF.

And your Oratrix prays that your Honor will take jurisdiction of this cause and will make and enter an order and decree that the transfer, assignment and delivery of the said notes and the said mortgages by the said W.A.Fermann to this complainant carry with it all the right, title, claim and interest that the said W.A.Fermann

had in and to the properties and notes and mortgages mentioned in this bill of complaint; that this complainant acquired the legal title to and lien on the property embraced in each of said mortgages hereinbefore referred to in this bill of complaint, and further that your Honor will order a reference to be held to ascertain the correct amount due this complainant on and under each of said notes and mortgages, and enter judgment against the said Clara G.Miller and E.G.Miller for the amount of the indebtedness found to be due your Oratrix on and under each of said notes and mortgages, including a reasonable attorney's fee for conducting this foreclosure proceedings as provided for under the terms of said several notes and mortgages hereinbefore referred to in this bill of complaint, and that your Honor may be pleased to decree that each of said several mortgages hereinbefore mentioned in this bill of complaint be foreclosed on the property described in each of the said several mortgages hereto attached and made a part of this bill of complaint, and that the same be condemned and sold to satisfy the said indebtedness and attorney's fees and costs of this suit, and that said defendants equity of redemption in said property described in said several mortgages referred to in this bill of complaint be forever foreclosed. And if this complainant is mistaken in the relief prayed for herein your Oratrix prays that your Honor will grant unto her such other, further, different and general relief as, in justice and equity she may be entitled to receive under the allegations and proofs, and for which she will ever pray, etc., etc.

Gaillard, Mahoney & Arnold & Gillespie
Solicitors for Complainant.

FOOT NOTE:

The defendants and each of them are required to answer each and every paragraph to the foregoing bill of complaint numbered from one to seven, both inclusive, but not under oath, answer under oath being hereby expressly waived.

Gaillard, Mahoney & Arnold & Gillespie
Solicitors for complainant.

"Exhibit "A".

$500.00 Mobile,Ala. Nov. 28, 1913.

Three years after date, without grace, we promise to pay to the order of W.A.Fermann Five hundred and no/100 ($500.00) ---------Dollars, for value received, payable at the FIRST NATIONAL BANK,in Mobile,Ala. The parties to this instrument,whether maker, endorser,surety or guarantor, each for himself, hereby severallybagrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee,whether the same be collected or secured by suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand,presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

Clara G.Miller.
E.G.Miller.

Interest at 8% per annum,to be paid semi-annually.

Exhibit "B"

THE STATE OF ALABAMA, :
:
BALDWIN COUNTY. :

KNOW ALL MEN BY THESE PRESENTS,

That Clara G.Miller and E.G.Miller, her husband, in consideration of the sum of Five hundred & no/100 ($500.00) ---------- Dollars to us in hand paid,by W.A.Fermann, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto W.A.Fermann, heirs and assigns forever, All the following described lands,to-wit: South half of the Northwest quarter of the Northwest quarter; Northeast quarter of the Northwest quarter of the Northwest quarter and South half of the Northwest quarter of Section two, Township two South,Range three East, containing one hundred and ten acres,more or less.

TO HAVE AND TO HOLD, the above granted and described premises with the appurtenances unto the said W.A.Fermann, and to his heirs and assigns, and to their sole and only proper use, benefit and behoof forever,

PROVIDED ALWAYS, and these Presents are upon the express condition, that if the said Clara G.Miller and E.G.Miller shall well and truly pay to the said W.A.Fermann the sum of - one promissory note of even date for Five hundred & no/100 ---------- Dollars, with interest at 8% per annum, interest to be paid semiannually, then these presents shall cease, determine and to be void, otherwise to remain in full force.

And the said Clara G.Miller and E.G.Miller does hereby vest the said W.A.Fermann or his heirs and assigns, with full power and authority upon the happening of a default in the payment of the note above described, to sell his interest in said lands above described at public sale for cash, giving thirty days notice in a newspaper published in Baldwin County and the proceeds to apply first, to the payment of the amount due on said note with interest on same; second, to the payment of the cost of sale, including a reasonable attorney's fee, and if there shall be a surplus, then the balance to be paid over to Clara G.Miller and E.G.Miller. And we do authorize the said W.A.Fermann to conduct the sale, and to make deed to the purchaser, and the title so made,we hereby agree to defend against all persons. It is agreed that the mortgagee herein may bid at said sale as if he were a stranger to this instrument.

Given under hand and seal this day of in the year of our Lord one thousand .

Clara G.Miller.
E.G.Miller.

STATE OF ALABAMA, :
:
MOBILE COUNTY. :

I, Julia M.Allen, a Notary Public in and for said State and County, hereby certify that Clara G.Miller and E.G.Miller, her husband, 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 conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this 28th,day of November,1913.

JULIA M. ALLEN,NOTARY PUBLIC,
MOBILE COUNTY?ALA. (SEAL)

(OVER)

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

I, J.H.H.Smith, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 1st, day of Dec.1913, at - O'Clock - and I further certify that the same is duly recorded in Record Book No. 14 Mtgs., Page 129 and duly examined. Witness my hand this 5th, day of Dec.1913.

J.H.H.Smith, Judge of Probate Court,
By, J.M.S.

Exhibit "C"

KNOW ALL MEN BY THESE PRESENTS, That, I, W.A.Fermann, of Fairhope,in Baldwin County, State of Alabama, the mortgagee, named in a certain mortgage given by Clara G.Miller and E.G.Miller,her husband, of Mobile,in County of Mobile, State of Alabama, to said W.A.Fermann, to secure the payment of Five hundred & no/100 ($500.00) ---------- Dollars, and interest dated the 28th,day of November,1913,recorded in Volume No.14 Mtgs.,on Page 129 , - of registry of deeds for the County of Baldwin, State of Alabama, in consideration of the sum of $500.00, to me paid by Anna B.Fermann of Fairhope, in the County of Baldwin, State of Alabama, the receipt of which is hereby acknowledged, I do hereby sell, assign, transfer, set over and convey,unto said Anna B.Fermann her heirs and assigns, said mortgage and the real estate thereby conveyed, together with the promissory note,debt and claim thereby secured, and the covenants therein contained.
TO HAVE AND TO HOLD the same to her, the said Anna B.Fermann, and her heirs and assigns, to her and their use and behoof forever,subject nevertheless to the conditions therein contained (and to the redemption according to law.)

In witness I have hereunto set my hand and seal this the 20th,day of March,1914.

Witness: W.A.Fermann (Seal)

D.H.Stewart,Clara Hirstendahl.

I, G.E.Perkins, a Notary Public in the County of Baldwin, State of Alabama, do hereby certify that W.A.Fermann, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the said conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 20th,day of March,1914.
(Seal).

G.E.Perkins, Notary Public.

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

I, J.H.H.Smith, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 27, day of March 1914 ,at - O'Clock - and I further certify that the same is duly recorded in Record Book No.14 Mtgs.,Page 278, and duly examined. Witness my hand this 1st, day of April 1914 .

J.H.H.Smith,Judge of Probate,
By, J.M.S.

Exhibit "D"

$ 250.00 Mobile, Ala. Nov. 29, 1913.

Three years after date, without grace, we promise to pay to the order of W.A.Ferman ~~WxxxFx~~ Two hundred and fifty & no/100 Dollars for value received, payable at the FIRST NATIONAL BANK, in Mobile, 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 all right of exemption under the Constitution and Laws of Alabama, or any other state, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

Clara G.Miller
E.G.Miller.

Interest at 8% per annum, to be paid semi-annually.

Exhibit "E".

THE STATE OF ALABAMA, :
BALDWIN COUNTY. :

KNOW ALL MEN BY THESE PRESENTS,

That Clara G.Miller and E.G.Miller, her husband, in consideration of the sum of Two hundred and fifty & no/100 ---------- Dollars to us in hand paid, by W.A.Fermann, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto W.A.Fermann, heirs and assigns forever, all the following described lands, to-wit:-

Southwest quarter of the Southwest quarter of Section two, Township two South, Range three East, containing forty acres, more or less.

TO HAVE AND TO HOLD, the above granted and described premises, with the appurtenances unto the said W.A.Fermann, and to his heirs and

assigns, and to their sole and only proper use, benefit and behoof forever. PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Clara G.Miller and E.G.Miller shall well and truly pay to the said W.A.Fermann the sum of - one promissory note of even date for Two hundred and fifty ---------- Dollars, with interest at 8% per annum, interest to be paid semi-annually, then these presents shall cease, determine and to be void, otherwise to remain in full force.

And the said Clara G.Miller and E.G.Miller does hereby vest the said W.A.Fermann or his heirs and assigns, with full power and authority upon the happening of a default in the payment of the note above described, to sell his interest in said lands above described at public sale for cash, giving thirty days notice in a newspaper published in Baldwin County and the proceeds to apply first, to the payment of the amount due on said note with interest on same; second, to the payment of the cost of sale, including a reasonable attorney's fee, and if there shall be a surplus, then the balance to be paid over to Clara G. Miller and E.G.Miller. And we do authorize the said W.A.Fermann to conduct the sale, and to make deed to the purchaser, and the title so made, we hereby agree to defend against all persons. It is agreed that the mortgagee herein may bid at said sale as if he were a stranger to this instrument . Given under hand and seal this 28 day of November in the year of our Lord one thousand nine hundred and thirteen.

Clara G.Miller.
E.G.Miller.

STATE OF ALABAMA, :
MOBILE COUNTY. :

I, Julia M.Allen, a Notary Public in and for said State and County, hereby certify that Clara G.Miller and E.G. Miller, her husband, 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 conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this 28th,day of November,1913.

Julia M.Allen, Notary Public,
Mobile County,Ala. (Seal)

(Over)

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

I, J.H.H.Smith, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 1st, day of Dec.1913, at - O'Clock - and I further certify that the same is duly recorded in Record Book No. 14 Mtgs., Page 129-130, and duly examined. Witness my hand this 5th, day of Dec.1913.

J.H.H.Smith, Judge of Probate Court.
By, J.M.S.

Exhibit "F".

KNOW ALL MEN BY THESE PRESENT, That I, W.A.Fermann,of Fairhope in Baldwin County, State of Alabama, the mortgagee,named in a certain mortgage given by Clara G.Miller and E.G.Miller, her husband, of Mobile,in County of Mobile, State of Alabama, to said W.A. Fermann, to secure the payment of Two hundred and fifty & no/100 Dollars, and interest dated the 28th, day of November,1913, recorded in Volume No. 14 Mtgs.,on Pages 129-130 of registry of deeds for the County of Baldwin, State of Alabama, in consideration of the sum of Two hundred and fifty ---------- Dollars to me paid by Anna B.Fermann, of Fairhope,in the County of Baldwin, State of Alabama, the receipt of which is hereby acknowledged, I do hereby sell, assign, transfer,set over and convey, unto said Anna B.Fermann her heirs and assigns, said mortgage and the real estate thereby conveyed, together with the promissory note,debt and claim thereby secured, and the covenants therein contained. To have and to hold the same to her, the said Anna B.Fermann, and her heirs and assigns, to her and their use and behoof forever1 subject nevertheless to the conditions therein contained (and to the redemption according to law).

In witness I have hereunto set my hand and seal this the 20th,day of March 1914.

Witness: W.A.Fermann (Seal)

D.H.Stewart, Clara Hirstendahl.

I, C.E.Perkins, a Notary Public in the County of Baldwin, State of Alabama, do hereby certify that W.A.Fermann, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the said conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 20th,day of March,1914.

(Seal) G.E.Perkins, Notary Public.

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

I, J.H.H.Smith, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 27th, day of March 1914, at - O'Clock - and I further certify that the same is duly recorded in Record Book No.14 Mtgs., Page 277 and duly examined.

Witness my hand this 1st, day of April, 1914.

J.H.H.Smith, Judge of Probate Court,
By, Mary Smith.

Exhibit " G".

$ 375.00 Mobile,Ala. Nov. 29th, 1913.

Three years after date, without grace, we promise to pay to the order of W.A.Ferman Three hundred seventy-five & no/100 Dollars, for value received, payable at the FIRST NATIONAL BANK, in Mobile,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 all right of exemption under the Constitution and Laws of Alabama, or any other state, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

Clara G.Miller
E.G.Miller.

Interest at 8% per annum, to be paid semi-annually.

Exhibit "H"

THE STATE OF ALABAMA, :
BALDWIN COUNTY. :

KNOW ALL MEN BY THESE PRESENTS,

That Clara G.Miller and E.G.Miller, her husband, in consideration of the sum of Three hundred seventy-five & no/100 ------- Dollars to us in hand paid, by W.A.Fermann, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto W.A.Fermann, heirs and assigns forever, all the following described lands, to-wit:-

The Northwest quarter of the Northeast quarter of Section thirty-four, Township one South,Range three East, containing thirty-nine & 93/100 acres, with all improvements thereon.

TO HAVE AND TO HOLD, the above granted and described premises, with the appurtenances unto the said W.A.Fermann, and to his heirs and

assigns, and to their sole and only proper use, benefit and behoof forever. PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Clara G.Miller and E.G.Miller shall well and truly pay to the said W.A.Fermann the sum of - one promissory note of even date for Three hundred seventy-five ---------- Dollars, with interest at 8% per annum, interest to be paid semi-annually, then these presents shall cease, determine and to be void, otherwise to remain in full force.

And the said Clara G.Miller and E.G.Miller does hereby vest the said W.A.Fermann or his heirs and assigns, with full power and authority upon the happening of a default in the payment of the note above described, to sell his interest in said lands above described at public sale for cash, giving thirty days notice in a newspaper published in Baldwin County and the proceeds to apply first, to the payment of the amount due on said note with interest on same; second, to the payment of the cost of sale, including a reasonable attorney's fee, and if there shall be a surplus, then the balance to be paid over to Clara G. Miller and E.G.Miller. And we do authorize the said W.A.Fermann to conduct the sale, and to make deed to the purchaser, and the title so made, we hereby agree to defend against all persons. It is agreed that the mortgagee herein may bid at said sale as if he were a stranger to this instrument . Given under hand and seal this 28 day of November in the year of our Lord one thousand nine hundred . thirteen.

Clara G.Miller.
E.G.Miller.

STATE OF ALABAMA, :
MOBILE COUNTY. :

I, Julia M.Allen, a Notary Public in and for said State and County, hereby certify that Clara G.Miller and E.G. Miller, her husband, 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 conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this 28th,day of November,1913.

Julia M.Allen, Notary Public,
Mobile County,Ala. (Seal)

(Over)

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

I, J.H.H.Smith, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 1st, day of Dec.1913, at - O'Clock, and I further certify that the same is duly recorded in Record Book No.14 Mtgs., Page 130 and duly examined. Witness my hand this 5th, day of Dec.1913.

J.H.H.Smith, Judge of Probate Court,
By, J.M.S.

Exhibit "I".

KNOW ALL MEN BY THESE PRESENT, That I, W.A.Fermann,of Fairhope in Baldwin County, State of Alabama, the mortgagee,named in a certain mortgage given by Clara G.Miller and E.G.Miller, her husband, of Mobile,in County of Mobile, State of Alabama, to said W.A. Fermann, to secure the payment of Three hundred seventy-five & no/100 Dollars, and interest dated the 28th, day of November,1913, recorded in Volume No. 14 Mtgs.,on Page 130 ------- of registry of deeds for the County of Baldwin, State of Alabama, in consideration of the sum of Three hundred seventy-five & nO/100 ---------- Dollars to me paid by Anna B.Fermann, of Fairhope,in the County of Baldwin, State of Alabama, the receipt of which is hereby acknowledged, I do hereby sell, assign, transfer,set over and convey, unto said Anna B.Fermann her heirs and assigns, said mortgage and the real estate thereby conveyed, together with the promissory note,debt and claim thereby secured, and the covenants therein contained. To have and to hold the same to her, the said Anna B.Fermann, and her heirs and assigns, to her and their use and behoof forever; subject nevertheless to the conditions therein contained (and to the redemption according to law).

In witness I have hereunto set my hand and seal this the 20th,day of March 1914.

Witness: W.A.Fermann (Seal)

D.H.Stewart, Clara Hirstendahl.

I, C.E.Perkins, a Notary Public in the County of Baldwin, State of Alabama, do hereby certify that W.A.Fermann, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the said conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 20th,day of March,1914.

(Seal) G.E.Perkins, Notary Public.

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

I, J?H.H.Smith, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 27th,day of March 1914, at - O'Clock - and I further certify that the same is duly recorded in Record Book No.14 Mtgs.,Page 278 and duly examined.

Witness my hand this 1st,day of April,1914.

J.H.H.Smith,Judge of Probate Court,
By, Mary Smith.

Exhibit "J"

Mobile, Ala. Nov. 28, 1913.

$375.00

Three years after date, without grace, we promise to pay to the order of W.A.Fermann Three hundred seventy-five & no/100 Dollars -------- for value received, payable at the FIRST NATIONAL BANK, in Mobile, 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 all right of exemption under the Constitution and Laws of Alabama, or any other state, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

Clara G.Miller.
E.G.Miller.

Interest at 8% per annum, to be paid semi-annually.

EXHIBIT "K".

THE STATE OF ALABAMA, :
BALDWIN COUNTY. :

KNOW ALL MEN BY THESE PRESENTS,

That Clara G.Miller and E.G.Miller, her husband, in consideration of the sum of Three hundred seventy-five & no/100 ----- Dollars to us in hand paid, by W.A.Fermann, the receipt whereof is hereby acknowledged, do grant, bargain, sell and convey unto W.A.Fermann, heirs and assigns forever, All the following described lands, to-wit:

The Northeast quarter of the Northwest quarter of Section two, Township two South, Range three East, containing forty acres, more or less.

TO HAVE AND TO HOLD, the above grabted and described premises with the appurtenances unto the said W.A.Fermann, and to his heirs and assigns, and to their sole and only proper use, benefit and behoof forever,

PROVIDED ALWAYS, and these Presents are upon the express condition, that if the said Clara G.Miller and E.G.Miller shall well and truly pay to the said W.A.Fermann the sum of - one promissory note of even date for Three hundred seventy-five & no/100 ------- Dollars, with interest at 8% per annum, interest to be paid semiannually, then these presents shall cease, determine and to be void, otherwise to remain in full force.

And the said Clara G.Miller and E.G.Miller does hereby vest the said W.A.Fermann or his heirs and assigns, with full power and authority upon the happening of a default in the payment of the note above described, to sell his interest in said lands above described at public sale for cash, giving thirty days notice in a newspaper published in Baldwin County and the proceeds to apply first, to the payment of the amount due on said note with interest on same; second, to the payment of the cost of sale, including a reasonable attorney's fee, and if there shall be a surplus, then the balance to be paid over to Clara G.Miller and E.G.Miller, And we do authorize the said W.A.Fermann to conduct the sale, and to make deed to the purchaser, and the title so made,we hereby agree to defend against all persons. It is agreed that the mortgagee herein may bid at said sale as if he were a stranger to this instrument.

Given under hand and seal this 28xx day of November in the year of our Lord one thousand ~~nine hundred and thirteen~~

Clara G.Miller.
E.G.Miller.

STATE OF ALABAMA, :
:
MOBILE COUNTY. :

I, Julia M.Allen, a Notary Public in and for said State and County, hereby certify that Clara G.Miller and E.G.Miller, her husband, 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 conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this 28th,day of November,1913.

JULIA M. ALLEN,NOTARY PUBLIC,
MOBILE COUNTY?ALA. (SEAL)

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

I, J.H.H.Smith, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 1st, day of Dec. 1913 ,at - O'Clock - and I further certify that the same is duly recorded in Record Book No.14 Mtgs., page 1280129 and duly examined. Witness my hand this 5th, day of Dec. 191 3.

J.H.H.Smith, Judge of Probate,
By, J.M.S.

EXHIBIT "L".

KNOW ALL MEN BY THESE PRESENTS, That, I, W.A.Fermann, of Fairhope, in Baldwin County, State of Alabama, the mortgagee, named in a certain mortgage given by Clara G.Miller and E.G.Miller, her husband, of Mobile, in County of Mobile, State of Alabama, to said W.A.Fermann, to secure the payment of Three hundred seventy-five & no/100 ----- Dollars, and interest dated the 28, day of November, 1913, recorded in Volume No.14 Mtgs., on Pages 128-129 of registry of deeds for the County of Baldwin, State of Alabama, in consideration of the sum of $375.00 to me paid by Anna B.Fermann of Fairhope, in the County of Baldwin, State of Alabama, the receipt of which is hereby acknowledged, I do hereby sell, assign, transfer, set over and convey, unto said Anna B.Fermann her heirs and assigns, said mortgage and the real estate thereby conveyed, together with the promissory note, debt and claim thereby secured, and the covenants therein contained.

TO HAVE AND TO HOLD the same to her, the said Anna B.Fermann, and her heirs and assigns, to her and their use and behoof forever, subject nevertheless to the conditions therein contained (and to the redemption according to law.)

In witness I have hereunto set my hand and seal this the 20th, day of March, 1914. W.A.Fermann (Seal)

Witness:

D.H.Stewart, Clara Hirstendahl.

I, C.E.Perkins, a Notary Public in the County of Baldwin, State of Alabama, do hereby certify that W.A.Fermann, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the said conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this 20th, day of March, 1914.

(Seal). C.E.Perkins, Notary Public.

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

I, J.H.H.Smith, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 27, day of March 1914 ,at - O'Clock - and I further certify that the same is duly recorded in Record Book No.14 Mtgs.,Page 278, and duly examined. Witness my hand this 1st, day of April 1914 .

J.H.H.Smith,Judge of Probate,
By, J.M.S.