ANNA B. FERMANN, COMPLAINANT.

VS.

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

[			NO				
1	IN	THE	CIRCUIT	COURT	OF	BALDWIN	V
1	COL	NTY	, ALABAM	Α.	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".

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.

Colora G. gniller El Molor

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.

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

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

AS SOLICITOR FOR RESPONDENTS.

no, 347,

ANNA B. FERMANN,

Plaintiff.

VS.

CLARE G. and E. G. MILLER,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

STATE OF ALABAMA (

COUNTY OF MOBILE ( Before me, S. P. Gaillard, Jr., a Notary

Public in and for said State and County, personally appeared Virzginius 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.

Vergons L. amuly -

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

Notary Public, Mobile Col, Ala.

# THE STATE OF ALABAMA, BALDWIN COUNTY.

# CIRCUIT COURT OF BALDWIN COUNTY, IN EQUITY,

o any Sheriff of the State of Alabama—GREETING:
WE COMMAND YOU, That you summon Clara G Miller and E.G. Miller,
the Circuit Court of Bald-
of Baldwin County, to be and appear before the Judge of the Circuit Court of Bald-
win County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer,
win County, exercising Chancery Jurisdiction,
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 Defendar
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.
and the same same same application the execution thereof.
WITNESS, T. W. Richerson, Register of said Circuit Court, this 27th, day of June,
192.2
Tw Riemon
Register.

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

2 Oreginal						
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 & Arnot & Chas. Hall. Solicitor for Complainant						
Rocorded in Vol. Page						

no. 347

# THE STATE OF ALABAMA BALDWIN COUNTY

Received			
			Sheriff
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A STATE OF THE PARTY OF THE PAR	- 6 21		E 25
will		ast	Defendant S
By BX	rivi	772	Sheriff
		Depu	ty Sheriff

RECORDED

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

Comes your Aratrix, 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 sanvayed 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, May 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 there by 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, ardany 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 mortagages.

#### 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 in mortgages/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 complainable 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 condemmed and sold to satisfy the said indebtedness and attorney is fees and costs of this suit, and that said medendants 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, for which she will ever pray, etc., etc. Gailland Mahorner Almold Chece 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.

Solicitors for complainant.

\$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 severally bagrees 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.

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

Clara E. Miller. E.G. Miller.

THE STATE OF ALABAMA, :

Exhibit "B"

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

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.

[OVER]

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 129 and duly examined. Witness my hand this 5th, daybof Dec. 1913. J.H.H. Smith, Judge of Probate Court, By, J.M.S. and the continue of nothing resided in and for Clara G.Miller. THE THURSDAY mortgages berrin may bid no min male as it he were a seronger to this versely added to deland against all formores is in agreed that the the male, and to make and to the purchaser, and the title so make, we Sec. Militar. And we do suchemine the maid F.A. Fourant to conduct on a cumpant, then the believed to be paid over to place a sulof the cour of sale, including a reasonable attorney a fee, and if there emount due on said note with interest on same; second, to the payment in Maldwin County and the proceeds to apply rivet, to the payment of the public sale for each, giving thirty days motice in a newspaper published shove described, to sail his interest in said hands above described at the maid Well-Fernann or his heirs and sasigns, with full power-and And the said Clara S. Aller and S.C. Miller does hereby weet nemain in full dones. these presents shall cases, determine and to be reld, charming to her theunty' Thenhage so no bard nominative, such rage ion time produces a mo 100 ---pay to the said W. . . Fermann the man of - one promissory note of even than if the maid Clara G.Miller and C.C.Miller shall well and truly PROVIDED ALGAYS, and these Presents are upon the express condition,

MOVOMBOE, 1918.

FORTH COUNTY AIR (SEAD)

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.mon Page 129, - of registry of deeds for the County of Baldwin, State of Alabama, in consideration of the sum of to me paid by Anna B. Fermann of Fairhope, in the County \$500.00. 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, 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. The chart of Arabita institutions and Tor said dealer, do horoug as in the chart of the visitia institutions and the filed in this office for correctly that the rather the same is duly recorded in becord not not large and daily examined. Thresh by hand this late, day of a principle of a part of

The State of Alchara. . : Office of the Judge of the Probate Court.

G.E. Perkins, Notary Public. and dally exemined, climess my hand thus let, day 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 - 0'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. de day of April 1914 .

J.H.H. Smith, Judge of Probate.

By, J.M.S.

date . Wiver mider my AUTH ROSH OWN DY

me on this day, that being informed of the the foregoing conveyance, and who is known to me, acknowledged before Alebana, do horeby certify that will-lervenn, whose mane in signed to I, C.S.Revins, a Motary sublic in the County of Salamin, Stoke of

D.H. Stewart, Clara Hirstendebl.

Both, day of Merch, lela.

Wall magnification ( bead, ).

In witness I have here mito set my hand and send this the tion mesording to law. neverbheless to the conditions therein contained ( and to the redespher being and analyze, to her and that nee and behoof foremen, subject To MAYN AND TO MOLD the some to her, the cold Arra B. Formenn, and elsim thereby secured, and the covernies therein contained. estate thereby conveyed, together with the pronissony note, debt and said Anna B. Ferenna her beirs and assigns, mid mortings and the real edged, I do Lereby sell, apaign, transfer, set over and convey, unto of Baldwin, State of Alabama, the receipt of which is hereby acknowlto me paid by Anna B. Fermann of Farrhops, in the County County of Baldwin, State of Alabama, in consideration of the sun of Volume No.14 Migs. for rage - ed registry of deeds for the Isa ' Dollars, and interest dated the 28th, day of Hovember, 1915, recorded in to mecure the reyment of Five hundred & no then termo, on) of lobile, in Count, of Mobile, Stere of Alabama, to cell wit resident, a certain morteage given by Clara G. Miller and E.G. Miller, her smeband, Fairhope, in Beldwin County, State of Alekann, the mortgages, named in MUCH ALL MAR BY THEME PRESENTE, That, I, W. L. HOPMARIN.

\$ 250.00

Mobile, Ala. Nov. 29,

Three years after date, without grace, we promise to pay to the order of W.A.Fermen Wxxxxx 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 guaranter 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 ----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. FROVIDED 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 in the year of our Lord one thousand nine hundred and . November

thirteen.

STATE OF ALABAMA, : MOBILE COUNTY.

Clara G.Miller. E.G.Miller.

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, (Seal) Mobile County, Ala.

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 - 0'Clock - and 1 further certify that the same is duly recorded in Record Book No. 14 Mtgs., Page 129-130, and duly examined. With ss my hand this 5th, daybor Dec. 1913. J.H.H. Smith, Judge of Probate Court. By, J.M.S. A CHEN STORY total a manufacture producting and a to add the district to the land. The same that the same of the same of to begin accompanies to the contract of the co that o chair we's are that a the tac oblines, so by cold over to be the BEFORE A CONTRACT AND AND AND ADDRESS OF AN ADDRESS AND ADDRESS AN the party of the second of the party of the CONTRACT OF THE PERSON STREET, BUILDING CONTRACTOR OF THE PERSON \*\* \* A SECOND OF BUT OF DEED ON CONTRACT OF THE PROPERTY OF the tip say, offere or the law are a tip a man and a man and the new ferries on the fight of the print. THE REAL PROPERTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY. to present again florest to the feet to be the property of the feet to the feet built-for ornalizant, when if the sale rights a chief and an establish rate well

### 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 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)

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 jamed this 20th, day of March, 1914.

G.E. Perkins, Notary Public.

(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 27th, day of March 1914, at - 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 lst, day of April, 1914. J.H.H. Smith, Judge of Probate Court. By, Mary Smith. The second secon THE REPORT OF THE COURSE CONTRACTOR OF THE COURSE OF THE CO. at the fact of the state of OF THE OWNER OF THE PARTY. PETRICAL PROPERTY OF THE PARTY to underston on example of taken THE PARTY AND PROPERTY OF THE PARTY OF THE PARTY OF THE PARTY AND PARTY OF THE PART TO PARK THE DO FOLD THE CREEK TO TOLK MER DAYS THE STREET STREET, MAN newl southe shore by advantage, but name of the profitation make, and serve of the Principle pries! I go acted to a " value " compression of the compression THE PROPERTY OF THE RESERVE OF THE PROPERTY OF STREET OF THE PROPERTY OF THE P married to me Serie at came accomment on asymmetric on an ignice or on the new or two windred and firsty ----moder for the foots of the same, while or the way it is the territor por to carme day to water the same las-las believe, and interest dates the Shin, by Thermore, 1922, procethe same and the same the same of the bundard and they a no loo SECTION OF THE PROPERTY OF THE PARTY OF THE PARTY. reducing to an extend unumly, order of extensit, the more considerate, THE RESIDENCE OF THE PARTY OF T

\$ 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

And the said Clara G.Miller and E.G.Miller does hereby west 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

STATE OF ALABAMA, : MOBILE COUNTY. :

the State of Alabam, ;

thirteen.

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.

November in the year of our Lord one thousand nine hundred

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

. L. H. Shith, ordee of said court in and for that the within it attrament was filled in

Willice of the stage of the Erabate Court.

Clara G.Miller.

E.G.Miller.

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(Over)

The State of Alabama, : Office of the Judge of the Probate Court. Baldwin County. 1, 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.

Dec. 1913.

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

By, J. M. S.

By, J. M. S.

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

By, J. M. S.

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

By, J. M. S.

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

By, J. M. S.

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

By, J. M. S.

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

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

By, J. M. S.

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

J. H. H. Smith, Judge of Probate Court mie triffien. Clara G.Miller. CHILDREN. acvender in the year of our hord one thousand time hundred . to this institutions . Tren mider that the mortrages herein may bid ut maid male as it he wore a stranger so made, we manaby agree to defend againer all persons, it is agreed conduct the sale, and to make deed to the purchaser, and the Mills filler and A.P. Miller. And we do authorize the said M.A. Company to there shall be a surplus, then the balance to be paid over to blaze of of the court of sale, including a measure to accoming a mee, one if amount due on said note with interest on rame; second, to the payment saldwin County and the proceeds to apply three, to the payment of the eals for dash, giving thirty days notice in a newspaper published in described, to sell are inversed in soid lands above described at public upon the happening of a default in the payment of the mote acces w.A. crimann or his hears and sealgns, with Inil power and surfacilty And the said Clara G. Miller and Dis. Allier does northly wast the said otherwise to remain in 1011 force. ally, then these presents shall coase, determine and to be void, bollers, with interest at 5p per annum, interest to be paid nead-annu-Hose or elemented for villag bishores percent error and truly pay to the said F.A. Fermann the run of - one promissiony condition, that if the said Clara G. Miller and E.O. Miller shall well forever, PROVIDED ALTERS, and these presents are aron une express assigns, and to their sole and only proper use, beneals and behout

## 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 Pages 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 jamed this 20th, day of March, 1914.

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

the Shabe of Alabama, : Garine of the shape of the sachate Courts.

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 - 0'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. me on whis day, when wen Opposite the state of the state Lisbers, do hereby dorrally then wat terming, whose rame is signed to I, C.E. Ferrine, a dobury rublic in the County of Baldwin, Stele of D.A. STEMBER, VISIS BLICKSHORDL. SITT TO BE WORT I WAST! or temon lend. In witness I have herenate not my hard and seal this the morn, day AGREMBATOR COPOLORER TO TEM! \* ear of rule a purrence unexcept anotatonos eva or ecotenticación postana der helle and assigne, to ber and their use and bender letterer ? To have and to note the same to hor, the talk and attorname, and by secured, and the contained by a research and news expens apparent accompled, tomother with the granteenty note, sett said and i-rerugan nor arius six audigns, said morvings and the auged, i to nemocy ment, shargh, thomeser, son over and convey, unto sentumin, where or alsomes, the resolut of which is noweby accountto figure to me pain by which he sermonn; or retrieve, in the County or of the cash of three managed severy-dive & so lice deeds for the County of Balawin, Stave of Alabona, in consideration ded in Welline Ho. 14 Hogs, on Tageb 130 -----Dollars, and interest dated the Esth, day of lovember, 1918; recor-Formers, to seems the payment of three handred several -live & me (100

RHOW ALL ARM BY THAKE FRANKIN, That I, W.A.Fermann, of

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raintage in baldwin county, blabe of Alakana, the mortgage, maned in

PRINTE ...

Mobile, Ala. Nov. 28, 1913.

Three years after date, without grace, we promise to pay to the order \$ 375.00 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 bagrees 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.

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

Clara G. Miller. E.G.Miller.

: THE STATE OF ALABAMA,

EXHIBIT "K".

BAIDWIN 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 ---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 each, 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 mortgages 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 minexhundred and xiderate xxx

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)

TOUR PORT STORY 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 cortify that the within instrument was filed in this office for record on the 1st, day of Dec. 1913 .at - 0 clock - and I further certify that the same is duly recorded in Record Book No.14 Rtgs., age 1280129 and duly examined. Titness my hand this 5th, day 191 3 .. of Dec. J.H.H. Smith Judge of Probate. By a Jallasa \* \* \* \* \* \* \* \* \* ATTEN A PRINCE TO THE ROOM OF SOME PORT SOME PROPERTY DESCRIPTION OF THE PROPERTY OF THE PROP many sur sket arms arms of oc posospes paragh mixed to versing distance off haddons to in chance that the AND NOTE STORY OF ANY OF PARTY OF THE BAR COURSES! THE COLD STORY OF THE CO. HOLDS THE REPORT OF THE PROPERTY OF of the open of min, including a real-month makening a not, and he op serone and all series throughts appearant on the land to the believes IN COLUMN DESIGN OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE supply some for clear trains to part to provide the contract to the provided by the contract of the contract o Spore described, to sell this thinged in side finite plays the man has remained in the notice and residue, while the property WHE THE BOLD OF THE DESIGNATION AND RECEIVED THE PARTY OF PROPERTY TO THE PARTY OF THE PARTY. TOTAL PROPERTY OF THE PROPERTY OF THE PARTY That if the roll of the continue of the continue of the con-MONTHER THAT I MAY SHEET THAT HE STO LINE THE COLUMN CONTRACTOR

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 to me paid by Anna B. Fermann of Fairhope, in the County \$375.00 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 here unto 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).

Jan & 'La

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. STATE OF STA THE LIE CLASS SPECIAL OF STREET THE RESIDENCE OF THE PARTY OF T the same of the sa #345 .00 something of a stage of a control of the second of a second of the secon series series and the series TES-IES THE CLUMP STORY OF BE SE' THE BY HEAVING THE TENDEST PR NO BREEF TE OFFICE OF STREET ON STREET STREET CONTRACTOR OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF AT THE RESIDENCE AND THE PROPERTY OF THE PROPERTY OF THE PARTY OF THE THIRD PINT