

The State of Alabama, { No. 101 CIRCUIT COURT IN EQUITY  
Baldwin County }

Lucy Shaffer Complainant

vs.

Robert Shaffer Defendant

This cause, coming on to be heard at this Term, was submitted upon the Bill of Complaint, decree pro confesso and the testimony as noted by the Register; and upon consideration thereof, the Court is of opinion that the Complainant is entitled to the relief prayed for in said bill.

IT IS, THEREFORE, Ordered, adjudged and decreed by the Court, that the bonds of matrimony heretofore existing between the Complainant and Defendant be, and the same are hereby dissolved, and the complainant is forever divorced from the Defendant, on account of

Threats to kill -- Cruelty

[Empty lines for additional details]

It is further ordered, that the said Lucy Shaffer be, and She is hereby permitted to again contract marriage, upon the payment of the costs of Court in this cause.

It is further ordered, that the said Lucy Shaffer pay the costs herein taxed, for which execution may issue, and if such execution is returned "no property found," then execution for such costs may issue against the said Robert Shaffer

It is further ordered, adjudged and decreed that the said Lucy Shaffer shall not again marry except to said Robert Shaffer until sixty days after this date, and that if an appeal is taken within sixty days She shall not marry again except to said Robert Shaffer

during the said pendency of appeal

[Empty lines]

This \_\_\_\_\_ day of December 1934

JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY

STATE OF ALABAMA { BALDWIN COUNTY } CIRCUIT COURT, IN EQUITY

I, \_\_\_\_\_, Register of said Circuit Court of said County, Alabama, do hereby certify that the above is a full, true and correct copy of the decree rendered by said Court on the \_\_\_\_\_ day of \_\_\_\_\_ 9,

in the cause of \_\_\_\_\_

Complainant

vs.

Defendant

as appears of record in said Court.

Witness my hand and the seal of said Court, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

Register

No. 101

101

THE STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT, IN EQUITY,  
Baldwin County, Ala.

Lucy Shaffer

VS

Robert Shaffer

DECREE OF DIVORCE

Filed in office this \_\_\_\_\_

day of \_\_\_\_\_, 19\_\_\_\_

Register.

E. O. M. \_\_\_\_\_

102

~~CONFIDENTIAL~~

102

102

ALOIS KRALIK

VS

HENRY J. YANNY, et al

F I L E

*Filed Dec 19th 1984*  
*M. C. Stone*  
*Magister*

ELLIOTT G. RICKAREY

LAWYER

FAIRHOPE, ALABAMA

The State of Alabama, { Circuit Court of Baldwin County, In Equity.  
Baldwin County.

To Any Sheriff of the State of Alabama--GREETING:

WE COMMAND YOU, That you summon Henry Yanny and Catherine Yanny

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

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

Alois Krakik

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

against said Henry J. Yanny and Catherine Yanny

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

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, M. A. Stone, Register of said Circuit Court, this 19th day of December m 1934

M. A. Stone Register

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

**CIRCUIT COURT, BALDWIN COUNTY, ALA.  
IN EQUITY**

No. *102*

*Alain Kradik*

VS.

*Henry J. Young  
Eraf*

PLAINTIFF

DEFENDANT

**BILL OF COSTS**

FEES OF REGISTER		Dollars	Cents	Brought Forward .....	
Filing each bill and other papers .....	\$ 10		<i>40</i>	For Receiving, keeping and paying out or distributing money, etc.: 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	<i>54 10</i>
Issuing each subpoena .....	50		<i>100</i>	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Issuing each copy thereof .....	40		<i>80</i>	Each notice sent by mail to creditor ...	
Entering each return thereof .....	15		<i>15</i>	Filing receipting for and docketing each claim, etc. ....	
For each order of publication .....	1 00			For all entries on subpoena docket, etc.	
Issuing Writ of injunction .....	1 50			For all entries on commission docket, etc.	
For each copy thereof .....	50			Making final record, per 100 words .....	<i>4 10</i>
Entering each return thereof .....	15			Certified copy of decree .....	
Issuing Writ of Attachment .....	1 00			Report of divorce to State Health Office (Acts 1915)	
Entering each return thereof .....	15			<b>TOTAL FEES OF REGISTER..</b>	
Docketing each case .....	1 00		<i>100</i>	<b>FEES OF SHERIFF</b>	<i>8 10</i>
Entering each appearance .....	25		<i>25</i>	Serving and returning subpoena on deft. \$1	<i>3 00</i>
Issuing each decree pro confesso on per ser.	1 00			Serving and returning subpoena for witness .....	
Issuing each decree pro confesso on publica	1 00			Levying attachment .....	
Each order appointing guardian .....	1 00			Entering and returning same .....	
Any other order by Register .....	50		<i>50</i>	Selling property attached .....	
Issuing Commission to take testimony .....	50			Impanelling Jury .....	
Receiving and filing .....	10			Executing Writ of possession .....	
Endorsing each package .....	10			Collecting execution for costs .....	
Entering order submitting cause .....	50		<i>4 10</i>	Serving and returning sci. fa., each .....	
Entering any other order of court .....	25			Serving and returning notice .....	
Noting all testimony .....	50			Serving and returning writ of injunction	
Abstract of cause, etc. ....	1 00			Serving and returning writ of exeat .....	
Entering each decree .....	75			Taking and approving bonds, each .....	
For every 100 words over 500 .....	15			Collecting money on execution .....	
Taking account, etc. ....	3 00			Making Deed .....	
Taking testimony, etc .....	15			Serving and returning application, etc..	
Each report, 500 words or less .....	2 50			Serving attachment, contempt of court..	
For every 100 words over 500 .....	15			<b>TOTAL FEES OF SHERIFF..</b>	
Amount claimed less than \$500, etc .....	2 00			<b>RECAPITULATION</b>	
Issuing each subpoena .....	25			Register's Fees .....	<i>8 10</i>
Witness certificate, each .....	25			Sheriff's Fees .....	<i>3 00</i>
Issuing execution, each .....	75			Commissioner's Fees .....	
Entering each return .....	15			Solicitor's Fees .....	
Taking and approving bond, each .....	1 00			Witness Fees .....	
Making copy of bill, etc .....	15			Guardian Ad Litem .....	
Each notice not otherwise provided for ..	50			Printer's Fees .....	
Each certificate or affidavit, with seal ..	50			Trial Tax .....	<i>3 00</i>
Each certificate or affidavit, no seal .....	25			Recording Decree in Probate Court .....	
Hearing and passing on application, etc.	3 00			<b>TOTAL .....</b>	<i>14 10</i>
Each settlement with Receiver, etc. ....	3 00				
Examining each voucher of Receiver, etc ..	10				
Examining each answer, etc. ....	3 00				
Recording resignation, etc .....	75				
Entering each certificate to Supreme Court	50				
Taking questions and answers, etc .....	25				
For all other ser relating to such proceedings	1 00				
For services in proceeding to relieve minors, etc., same fee as in similar cases.					
Commission on sales, etc: 1st \$100, 2 per cent: all over \$100 and not exceeding \$1,000, 1 1-2 per cent; all over \$1,000, and not exceeding \$20,000, 1 per ct; all over 20,000, 1-4 of 1 per cent.					
Sub Total Carried Forward .....					

ALOIS KRALIK,  
Complainant,  
VS.  
HENRY J. YANNY and  
CATHERINE YANNY,  
Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW  
NO. 102.

And now come the Respondents and for answer to the Complainant's Bill of Complaint, and to each count thereof, separately and severally, say:

ONE:

That they admit the allegation contained in paragraph First.

TWO:

That they admit the allegation contained in paragraph Second.

THREE:

That they admit the execution of the mortgage described in paragraph Third.

FOUR:

That they admit the allegation contained in paragraph Fourth.

FIVE:

That they deny the allegations contained in paragraph Fifth and Sixth, and demand strict proof of the same.

SIX:

That the Respondents deny each and every allegation contained in said Bill of Complaint not herein expressly admitted, and demand strict proof of the same.

And further answering the said Bill of Complaint,  
and praying that it be taken as their Cross Bill, the Respondents  
say:

FIRST:

That the Respondents executed and delivered to the  
Complaint a mortgage to secure the indebtedness therein recited,  
covering their home place in the Town of Robertsdale, Baldwin  
County, Alabama, and also intending to cover the farm owned by  
them in Section 35, Township 5 South of Range 3 East;

SECOND:

That immediately upon the expiration of the time allowed  
for payment, in said mortgage, the Respondents not being able to  
pay the amount, the Complaint proceeded and did sell, at foreclosure  
sale, the property described in said mortgage, to-wit:

Lots 17 and 18 in Block 17 of Second Addition  
to the Townsite of Robertsdale, as per plat  
recorded in Miscellaneous Book 1, page 56, of  
the Probate Records of Baldwin County, less a  
strip 50 feet in width across the Northeast end  
of said lots heretofore sold to C. A. Engstrom  
by deed recorded in Deed Book 33 N. S. pages 314-  
15, and the Northeast quarter of the Southwest  
quarter of Section 25, Township 5 South of Range  
3 East;

THIRD:

That the Respondents did not, and have never owned the  
Northeast quarter of the Southwest quarter of Section 25, Township  
5 South of Range 3 East;

FOURTH:

That the property owned by the Respondents consists of  
property within the corporate limits of the Town of Robertsdale,  
occupied by the Respondents as a home, and forty (40) acres of  
land several miles from Robertsdale, used as a farm, and separate  
and apart from the property within the Town of Robertsdale;

FIFTH:

That the property described in said mortgage, from the

Respondents to the Complainant, was on May 1st, 1933 sold at auction, en masse, and the Complainant became the purchaser thereof;

SIXTH:

That the said property was sold for an amount greatly disproportionate to its actual value; that it consisted of separate and distinct parcels, widely separated, and dedicated to separate and distinct uses;

SEVENTH:

That the Respondents have, since the date the said mortgage was foreclosed, to-wit, May 1st, 1933, and beginning with the month of May, paid and are paying to the Complainant Twelve (\$12.00) Dollars per month, in advance.

WHEREFORE, the premises considered, Respondents and Cross Complainants pray that your Honor will, by proper process, make the said ALOIS KRALIK, Cross Respondent to this their Cross Bill, requiring him to plead, answer or demur to the same within the time and under the penalties prescribed by this Honorable Court.

Respondents and Cross Complainants pray that upon a final hearing of this cause your Honor will enter an order and decree declaring void the attempted foreclosure of May 1st, 1933, and/or set aside and hold for naught the said sale of May 1st, 1933; that your Honor will ascertain the amount that the Respondents and Cross Complainants have paid to the Complainant and Cross Respondent, and that such amount so ascertained, together with interest, be allowed to the Respondents and Cross Complainants as a credit against said indebtedness due by the Respondents and Cross Complainants to the Complainant and Cross Respondent.

Respondents and Cross Complainants further pray that if they are not entitled to the relief herein above prayed for, that they be given and granted such time as to your Honor may seem mete



and proper to redeem from said foreclosure; Respondents and Cross Complainants further pray for such other, further, different or general relief as they may be in equity and good conscience entitled to receive. And as in duty bound they will ever pray.

Beebe + Hall  
Attorneys for Respondents  
and Cross Complainants.

FOOT NOTE:

The Complainant and Cross Respondent is required to answer each and every allegation contained in the Respondents' and Cross Complainants' Cross Bill, in paragraph FIRST to SEVENTH, inclusively, but not under oath, oath being hereby expressly waived.

Beebe + Hall  
Attorneys for Respondents  
and Cross Complainants.

KNOW ALL MEN BY THESE PRESENTS, that HENRY J. YANNY and

Catherine Yanny, his wife, the mortgagors, in consideration of

TWELVE HUNDRED DOLLARS \* - - - - -

hereby acknowledged to have been paid to Them

by ALOIS KRALIK - - - - - the mortgagee,

do hereby grant, bargain, sell and convey unto the mortgagee all that real property in the County of Baldwin, ~~of Mobile~~, State of Alabama, described as follows:

Lots numbered SEVENTEEN AND EIGHTEEN in BLOCK SEVENTEEN of the Second Addition to Townsite of Robertsdale, as per plat recorded in Miscellaneous Book No. 1, page 56 of the Probate Records of Baldwin County, less a strip fifty feet in width across the Northeast end of said lots heretofore sold to O. A. Engstrom by deed recorded in Deed Book 33 N.S. Pages 314-5,

- 2. The NORTHEAST QUARTER of the SOUTHWEST QUARTER OF SECTION TWENTY FIVE TOWNSHIP FIVE SOUTH OF RANGE THREE EAST of the St. Stephens Meridian.

Together with all and singular the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said mortgagee his heirs and assigns forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if the said Henry J. Yanny shall well and truly pay to the said mortgagee the sum of TWELVE HUNDRED Dollars, with interest thereon at the rate of 8 per cent per annum, payable according to the tenor and effect of those two certain promissory notes, bearing even date herewith and payable to the order of ALOIS KRALIK at the banking house of the Bank of Fairhope, Fairhope, Alabama on the dates and in the amounts as follows:

1 principal note for . . . . . \$1200.00 due one year after date.
1 interest note for . . . . . 96.00 due one year after date.

TO THE HONORABLE FRANCES W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA, SITTING IN EQUITY.

Comes ALOIS KRALIK and by this his bill of complaint presented  
against HENRY J. YANNY and CATHERINE YANNY, his wife, respectfully  
shows:

FIRST: That all parties to this cause are over the age of  
twenty-one years and bonafide residents of the County of Baldwin.

SECOND: That on or about the first part of March, 1932  
Respondents negotiated for a loan from Complainant and agreed as security  
therefor to give a mortgage upon Respondent's home in the Town of  
Robertsdale being Lots Seventeen and Eighteen of the Second Addition to  
said townsite and also upon a farm belonging to Respondents and being  
the Northeast Quarter of the Southwest Quarter of Section Thirtyfive,  
Township Five South of Range Three East of the St. Stephens Meridian in  
Baldwin County, Alabama.

THIRD: That pursuant to said negotiations an abstract to said  
property was delivered to and the title as shown by said abstract was  
examined by counsel approved by Complainant and upon his favorable  
report on said title a mortgage was drawn by him in favor of Complainant  
and executed by Respondents on March 5th, 1932 securing a debt of \$1200.00  
due one year after date with eight percent interest, which mortgage was  
recorded in Mortgage Book 53, Page 471-2 of the Baldwin County records,  
and a copy thereof attached hereto, marked Exhibit A, and made a part  
of this bill of complaint.

FOURTH: That while the expressed intent and purpose of the  
parties was that the home and farm owned by Respondents should be  
described in said mortgage, by a typographical error the section number  
in the description of the second item of the mortgage, namely Respondents'  
farm, was erroneously stated therein as Section Twenty-five and not  
Thirty-five which is the section in which Respondents' property is  
located. That Respondents own no land in section twenty-five of township  
Five South of Range Three East or any other farm than the one sought to  
be described in the mortgage as in Section Thirty-five.

FIFTH: That with the erroneous description, which was unnoticed by any of the parties, said mortgage was duly executed and recorded and only when in the Spring of 1934 when said mortgage was in default and an effort made to obtain a farm loan thereon was the error referred to discovered.

SIXTH: That because of said misdescription said mortgage in its present form is defective as a security for Complainant's debt and for him to be properly protected in his rights a reformation of said mortgage by correcting the section number aforesaid is essential.

THE PREMISES CONSIDERED, Complainant prays that Henry J. Yanny and Catherine Yanny be made parties respondent to this bill and required to answer the same within the time prescribed by law.

Complainant further prays that upon the hearing of this cause a decree be rendered amending and reforming the second item of Respondent's mortgage as aforesaid by substituting for the words "Section Twenty-five" as now written in the second item of the description of the property therein to read "Section Thirty-five" and that said mortgage as reformed and corrected shall be held to be the original instrument executed in contemplation of the parties. Complainant prays that he may have such other, further or different relief as may seem proper in the premises.

*Leicester B. Rinsley*  
Solicitor for Complainant.

NOTE: The Respondents are required to answer each paragraph of the foregoing bill but not under oath.

*Leicester B. Rinsley*  
Solicitor for Complainant.

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~~RECORDED~~  
INDEXED

ALOTS KRATIK,

Complainant,

VS.

HENRY J. YANNY and  
CATHERINE YANNY,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 102.

ANSWER AND CROSS BILL.

Filed this 4 day of  
February, 1935.

*Robert H. Burt*  
Clerk.

*(Copy)*

102

# MORTGAGE

HENRY J. YANNY and  
CATHERINE YANNY  
TO

ALOIS KRALLIK

STATE OF ALABAMA ) Probate Court  
BALDWIN COUNTY )

Filed in office this 24th  
day of March, 1933 and duly  
recorded in Mtg. Book No. 53  
Pages 471-3; and I certify that  
\$1.80 license or privilege tax,  
paid as required by an Act of  
the Legislature, approved August  
22, 1923.

G. W. HUMPHRIES  
Judge of Probate

BY J. L. KESSLER, CLK.

Attorneys.

And if the mortgagorS shall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force.

And the mortgagor hereby vest the mortgagee with full power and authority, upon the happening of a default in the payment of the said principal note, or of any installment of interest thereon, or upon any default in the performance of any of the covenants and agreements herein contained, to sell said property at public outcry in the city of ~~Mobile~~ <sup>Robertsdale</sup>, for cash to the highest bidder, after giving ten days notice of the time and place of sale by an advertisement published in three different issues of a newspaper published in the ~~city of Mobile~~ <sup>County of Baldwin</sup>; to make proper conveyance to the purchaser; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the mortgagee by virtue of any of the special liens herein declared; and third, the balance, if any to pay over to the said HENRY J. YANNY.

And said HENRY J. YANNY, for himself, his heirs, executors and administrators hereby covenant with the said mortgagee that he is seized of an indefeasible estate in fee simple in said property, that said property is free from all encumbrances, and that he will warrant and forever defend the title to said property unto the mortgagee, and unto the purchaser at said sale, and their heirs, successors and assigns, against the lawful claims of all persons.

And the mortgagor s further expressly agree and covenant:

To keep the buildings on or which may hereafter be erected upon said property in good repair and insured in some reliable insurance company against fire, for a sum not less than TWELVE HUNDRED Dollars, by policies deposited with and made payable to Mortgagee

To pay promptly all taxes, assessments, liens, or other charges which may be, or become, effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue in connection therewith;

That if the mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums, the mortgagorS will pay all reasonable costs, expenses, and attorney's fees thus incurred; and said costs, expenses, and attorney's fees, and any other sum or sums due the mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation;

That if the mortgagorS fail to perform any of the duties herein specified the mortgagee may perform the same, and for any sums expended by the mortgagee in this behalf the mortgagee shall have an additional lien, secured by these presents, on said property;

That in the event of litigation arising over the title to, or possession of, said property the mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the mortgagee in this behalf the mortgagee shall have an additional lien, secured by these presents, on said property;

That at any sale under the powers herein the mortgagee may bid for and purchase said property like a stranger hereto; in which event the auctioneer conducting the sale is hereby authorized to execute the deed.

That the word mortgagee, wherever herein used, is intended to include also the heirs, executors, administrators, successors and assigns of the mortgagee.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals on this the fifth day of March, Nineteen hundred and thirty two.

HENRY J. YANNY(SEAL)

CATHERINE YANNY(SEAL)

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

I, Bernice S. Folmar  
a Notary Public in and for said State and County, hereby

certify that HENRY J. YANNY and CATHERINE YANNY, his wife  
whose name s signed to the foregoing mortgage, and who are known to me, acknowledged  
before me on this day, that, being informed of the contents of the mortgage, they executed the  
same voluntarily on the day the same bears date.

Given under my hand, this 5th day of March, 1932.

BERNICE S. FOLMAR  
~~Notary Public, Mobile County, Ala~~  
Notary Public, Baldwin County,  
Alabama.

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

I, Bernice S. Folmar  
a Notary Public in and for said State and County, do hereby

certify that on the fifth day of March, 1932, came before me the within named  
Catherine Yanny, , known to me to be the wife of the within named  
Henry J. Yanny, , who, being examined separate and apart from the  
husband touching her signature to the within mortgage, acknowledged that she signed the same of her own  
free will and accord, and without fear, constraints, or threats on the part of the husband.

In witness whereof, I hereto set my hand, this 5th day of March, 1932.

~~Notary Public, Mobile County, Ala~~  
BERNICE S. FOLMAR.  
Notary Public, Baldwin County,  
Alabama.