

WRIT OF INJUNCTION.

Baldwin

The State of Alabama, ~~Montgomery~~ County,

To Daniel G. Cook

WHEREAS, one Harry G. Anderson, individually also as administrator of the estate of Maggie Cook Anderson deceased and guardian of Mary C. Anderson minor has exhibited his bill of complaint in equity, in the Circuit Court of Montgomery County, and has obtained

from the Honorable Walter B. Jones, Judge Fifteenth Judicial Circuit

an order for the issuance of an Injunction to enjoin you as hereinafter mentioned; and whereas, the said

Harry G. Anderson individually and in the other capacities above mentioned has, in accordance with said order, entered into bond, with security, in the sum of

two hundred fifty 00/100 Dollars,

payable to said Daniel G. Cook

and approved by the Register of said Court, and conditioned according to law.

NOW, THEREFORE, you, the said Daniel G. Cook and your agents and attorneys

are hereby enjoined from selling certain lands in Baldwin County, which are fully described in said bill of complaint, under the power of sale in a certain mortgage made by Maggie A. Cook to Daniel G. Cook in August 1910, which mortgage is recorded in ~~Montgomery County~~ in Mortgage Record Vol 26 N.S. page 564 of the Probate Records of Baldwin County, Alabama and are also fully described in the Notice of Sale which you have caused to be published in the Baldwin Times, a newspaper published in said County, and a copy of said notice being made a part of said bill of complaint and marked "Exhibit B".

and this Injunction you are required to obey under the penalties of the law, until the further order of this Court.

Witness my hand, this 12th day of September 1923

Register.

To the Sheriff of Montgomery County:

You are hereby commanded to execute this writ, and return the same with your endorsement thereon, to this Court, with all convenient speed.

Witness my hand, this 12th day of September 1923

J. M. Ricumson Register.

Original

No. _____ No. _____

IN THE *Baldwin*
Circuit Court of Montgomery County
IN EQUITY

WRIT OF INJUNCTION

Harry G. Anderson
individually and as co-defendant

vs.

Daniel G. Cook

COPY FOR

currently
check

EXECUTED BY SERVING
a copy of the within on

Daniel G. Cook

Sept 12-1953

R. L. Phelps
Sheriff Montgomery County.

By *Ellington*

Handwritten notes and signatures on the reverse side of the document.

INJUNCTION BOND.

The State of Alabama
Montgomery County.

Know all Men by these Presents, That we,

Harry G. Anderson individually
also as administrator of the estate of Maggie Cook Anderson deceased
and as guardian of Mary Christina Anderson a minor, principals
and National Surety Company, a corporation as surety, said corporation
being qualified by law to become sole surety of bonds of any class in Alabama,
are held and firmly bound unto Daniel G. Cook

in the sum of two hundred fifty $\frac{400}{100}$ Dollars
for the payment of which we bind ourselves and our representatives.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
Harry G. Anderson individually and in the repre-
sentative capacities aforesaid, Baldwin
has filed his bill of complaint in equity, in the Circuit Court of Montgomery County, and has obtained

thereon an order for the issuance of an injunction from the Honorable Walter B. Jones Judge
fifteenth Judicial Circuit responsible to Circuit Court Baldwin County
to enjoin the said Daniel G. Cook his agents or attorneys

from selling certain lands in Baldwin County, which
are fully described in said bill of complaint, under
the power of sale in a certain mortgage made by Maggie
A. Cook to Daniel G. Cook in Aug. 1910 and recorded in Mortgage
Record Vol. 26 N.S. page 564 of the Probate records of Baldwin
County, State of Alabama

Now if the said Harry G. Anderson individually and in
the representative capacities hereinabove set forth
and his said sureties, or either of them, shall pay

all damages and costs which any person may sustain by the suing out of such injunction, if the same is
dissolved, then this obligation to be void; otherwise to remain in full force.

WITNESS our hands and seals this 12th day of September 1923

Lester Porter
Lester Porter
ATTEST

Harry G. Anderson (L. S.)
Harry G. Anderson (L. S.)
Adm. Est. of Maggie Cook Anderson, 1923 (L. S.)
Harry G. Anderson (L. S.)
Bdm. Mary Christina Anderson, minor (L. S.)
D. W. Nicolson

Approved: Sept 12th 1923

Register.

No. ----- No. -----

IN THE *Waldwin*
Circuit Court of ~~Montgomery~~ County
IN EQUITY.

INJUNCTION BOND

Harry G. Anderson
individual, and as trustee

vs.

Daniel G. Cook

Filed *Sept 12th* day of

19 *23*

J. W. [Signature]
Register.

16502--DIXIE PRINT, MONTGOMERY, ALA.

PORTER-JENNINGS CO.,
STATE AGENT
MONTGOMERY, ALA.



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 Daniel G Cook,

of Wilcox 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 and amendment to bill of complaint, lately exhibited by

Harry G. Anderson, Individually and as administrator of the estate of Maggie Cook Anderson deceased, and as guardian of the person and property of Mary Christine Anderson a minor under the age of fourteen years.

against said Daniel G Cook,

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 12th day of Sept,

1923.

T. W. Richerson

Register.

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

Original

Serve on _____

Circuit Court of Baldwin County
In Equity

No. _____

SUMMONS

A. Anderson
vs

vs.

Daniel G. Cook
Anderson, Ala

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this _____ day of _____ 192

RECEIVED IN OFFICE
SEP 20 1923
ROBERT C. PHELPS, Sheriff

Sheriff.

Executed this *21* day of *Sept* 192*3*

by leaving a copy of the within summons with

Daniel G. Cook

Defendant.

R. C. Phelps
Sheriff.

By _____ Deputy Sheriff.

Clerk in Legislature
Montgomery,
not found in my
County
J. W. Graeson
Sheriff

HARRY G. ANDERSON, individual-
ly and as administrator of the
estate of Maggie Cook Anderson,
and as guardian of the person
and property of Mary Christine
Anderson, a minor,

Complainant,

vs.

DANIEL G. COOK,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. No. _____

Report of the Register held pursuant
to the Decree of the Court in this cause entered on the
29th day of May, 1924, having been read in open Court it
is now ordered that the same lie over one day.

Done at- Boy Minette, Ala, this May 29/1924
John D. Leigh

HARRY G. ANDERSON, Individually, and as Administrator of the Estate of Maggie Cook Anderson, and as Guardian of the person and property of Mary Christine Anderson, a Minor,

Complainant

vs.

DANIEL G. COOK,

Respondent.

(
)
(
)
(IN THE CIRCUIT COURT OF
)
(BALDWIN COUNTY, ALABAMA.
)
(IN EQUITY. NO. _____
)
(
)
(

This cause has been submitted by consent of the parties hereto, in writing, for final decree ~~upon~~ the evidence as noted; and, upon consideration thereof, it is ORDERED, ADJUDGED and DECREED by the Court that Complainant is not entitled to relief under his bill of complaint and that the same be and is hereby dismissed; and the temporary injunction heretofore granted complainant against respondent is hereby dissolved. But respondent and cross-complainant, Daniel G. Cook, having filed in this cause a written waiver of all claims for damages under and by virtue of said injunction, said complainant is hereby released and discharged from all damages growing out of the granting of said injunction.

It is further ORDERED, ADJUDGED AND DECREED that cross-complainant, Daniel G. Cook, is entitled to relief as prayed for in his cross-bill. It is, therefore, further ORDERED, ADJUDGED and DECREED as follows:

1. That the mortgage made by Maggie A. Cook to cross-complainant, Daniel G. Cook, dated August, 1910, and acknowledged October 15, 1910, is a valid mortgage and a lien upon the real property described in said mortgage to secure the debt therein set forth and described.
2. That there is now due upon said mortgage debt the principal sum of Eleven Hundred and Forty-nine and 03/100 Dollars (\$1149.03), with interest thereon

from the 1st day of January, 1912, at the rate of eight per cent (8%) per annum, to which will be added such amount as may be ascertained to be due said cross-complainant as a reasonable attorney's fee incurred by him, under the terms of his said mortgage, for the enforcement and collection thereof.

3. That said cross-complainant is due a reasonable attorney's fee incurred by him, under his said mortgage, as a part of his mortgage debt, secured by the lien of his said mortgage; and it is hereby referred to the Register of this Court to ascertain the amount now due on his mortgage, including a reasonable attorney's fee, under the terms of said mortgage, incurred by cross-complainant, and it is further ORDERED that said Register report the same to this Court within five (5) days from the date hereof.

4. That said Harry G. Anderson, as Administrator of the Estate of Maggie C. Anderson, shall pay to cross-complainant, Daniel G. Cook, the amount so ascertained by said Register to be due said cross-complainant within thirty (30) days from the date of confirmation of the Register's report, together with all costs incurred in this cause.

5. That should default be made by said Administrator in the payment of the mortgage debt so ascertained to be due cross-complainant within the time fixed by this decree, the Register of this Court shall sell the lands described in said mortgage, viz:

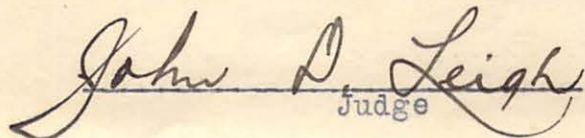
The following described real estate situate in Baldwin County, State of Alabama, to-wit:

The South half of the Northeast quarter and the South half of the Northwest quarter of Section 17, in Township 9, South of Range 4 East, of the St. Stephens Meridian, Alabama, containing one hundred and six acres; ~~h~~
Also, a Fractional part of the Northwest quarter of the Southwest quarter of Section 17, containing about 31 acres; and a fractional part of the Northeast quarter of the Southwest quarter of Section 17, containing about 31 acres; and a fractional part of the Northeast quarter

of the Southwest quarter of Section 17, containing about 20 acres; and a fractional part of the Northwest quarter of the Southeast quarter of Section 17, containing about 29 acres; all in Section 17, Township 9 South, Range 4 East;

in front of the Court House of Baldwin County, Alabama, at public outcry, for cash, to the highest bidder, after having first given notice of the time, place and terms of such sale by publication in a newspaper published in Baldwin County, Alabama, once a week for four successive weeks; and that he make report to the Court of such sale within ten (10) days after the date thereof; that out of the proceeds of said sale said Register shall pay to said cross-complainant the amount due him under this decree, with interest from the date of the Register's report at the rate of eight per cent (8%) per annum, after first having paid all costs of court incurred in this cause, said costs being taxes against the proceeds derived from the sale of said property.

6. That jurisdiction of this cause is retained for the purpose of making such supplementary orders and decrees as ~~it~~ may be deemed requisite by the Court upon the coming in of the report or reports required to be made by the said Register by this decree, either in term time or in vacation.


Judge

In Term Time, May 29, 1924.

LAW OFFICES OF
GAILLARD, MAHORNER & ARNOLD
66 ST. FRANCIS STREET
MOBILE, ALABAMA

S. PALMER GAILLARD
MATTHIAS MAHORNER
VIRGINIUS L. ARNOLD
S. PALMER GAILLARD, JR.

May 30, 1924.

Mr. T. W. Richerson, Register,
Chancery Court,
Bay Minette, Alabama.

Dear Mr. Richerson:

Assuming that your report of 29th in Anderson vs. Cook was presented to the Judge today, please let your minutes of today (30th) show that the report was ready and ordered to lie over one day.

I would thank you very much then to have the Judge confirm the report under order dated tomorrow (31st), as per enclosed orders.

Very truly yours,

S. P. Gaillard
D.

Enc,
G/D

P.S. I do not consider it necessary for the Judge to sign these interlocutory orders, it being sufficient for them to appear on the minutes.

LAW OFFICES OF
GAILLARD, MAHORNER & ARNOLD
66 ST. FRANCIS STREET
MOBILE, ALABAMA

S. PALMER GAILLARD
MATTHIAS MAHORNER
VIRGINIUS L. ARNOLD
S. PALMER GAILLARD, JR.

May 30, 1924.

Mr. T. W. Richerson, Register,
Chancery Court,
Bay Minette, Alabama.

Dear Mr. Richerson:

I am enclosing, in written form, my deposition as taken yesterday relative to attorneys fees in the Anderson vs. Cook case. Statutes require that the evidence taken orally shall be written down by the Master.

You can just file it as part of the evidence taken on reference.

Very truly yours,

S. P. Gaillard

D.

Enc.
G.D

LAW OFFICES OF

GAILLARD, MAHORNER & ARNOLD

66 ST. FRANCIS STREET

MOBILE, ALABAMA



Mr. T. W. Richerson, Register,

Chancery Court,

Bay Minette, Ala.

LAW OFFICES OF
GAILLARD, MAHORNER & ARNOLD
66 ST. FRANCIS STREET
MOBILE, ALABAMA

S. PALMER GAILLARD
MATTHIAS MAHORNER
VIRGINIUS L. ARNOLD
S. PALMER GAILLARD, JR.

June 2, 1924.

Mr. T. W. Richerson, Register,
Chancery Court,
Bay Minette, Ala.

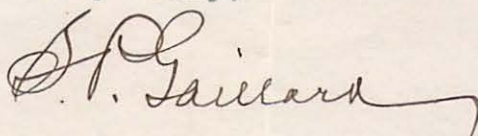
Dear Mr. Richerson: Re Anderson vs Cook & Spear vs Clemmons.

I would be glad to have you advise me whether the Court was in session Saturday and whether the order confirming your report was entered as of that date. If the Court was not in session or if the order confirming the report was not entered of that date it can be entered on the first day of this week that the Court may be in session and the matter brought to its attention.

In the case of Spear vs. Clemmons I have not yet received the papers you were to send me when handed you by the Judge. I was talking to Mr. Cobbs this morning and told him that the Judge was emphatical in the opinion that the taxes covered by the tax sale, not yet ripened into a title, were covered by a statute which required you to pay all taxes that were a lien on the property, and Mr. Cobbs said that while he did not agree to the proposition he did not think there was any one party in interest who would consider it worth while to appeal to the Supreme Court if the taxes were paid. Under these circumstances your course is simplified.

However, we would like to have the order confirming the sale directing a deed to the purchaser and directing distribution entered as early as practicable and if the decree or order furnished by Mr. Cobbs is not sufficient to cover the three points we will be glad to prepare an order having Cobb's O.K. thereon if you will send us the papers.

Yours very truly,



Gjr-K

Henry G. Anderson
 as Agent etc
 v.
 Daniel G. Cook
 Plaintiff vs Defendant
 Circuit Court of
 Baldwin County Alabama
 In Equity

These of Complaint to Respondents Messrs and Comrs. P. E.
 comes the complaint and being
 and returns to himself all manner of exception
 to said answer for insufficiency, and answering
 the same as a cross bill says:
 That he adopts the averments of his original bill
 as his answer to said cross bill.
 And men having fully answered said cross bill
 the respondent thereto, complaint in the original
 bill, pray to be hence discharged with his
 reasonable costs in this behalf expended.
 Joel Clayton
 Comr Anderson
 Director for Complaint in original
 bill and Respondent in Cross Bill.

H.G.Anderson as Admr-
and guardian etc.

vs

Daniel G Cook.

In Baldwin Circuit Court
in Equity.

Pursuant to the foregoing application, verified by affi-
-davit , it is hereby ordered that the testimony of the witness
named therein be taken ~~de~~ ^{de} be ne esse , and that said examination
be had either orally or upon interrogatories and cross
interrogatories as may be agreed upon between Counsel for the
respective parties that his examination be had on the 18 day of
October, 1923, at the office of the Register in Chancery and that
ten days previous notice of such examination be given the
defendant or to his Solicitor.

Done in Chambers at Brewton, Ala this 29th, day of September
1923.

John D Leigh,

Judge Circuit Court.

State of Alabama
Baldwin County.

I .T.W.Richerson, Clerk Circuit Court hereby certify
the foregoing to be a true and correct copy of the order rendered
by said Court on the 29th, day of September, 1923, in the cause
of H.G.Anderson, Admr- and Guardian etc/ vs Daniel G Cook, Deft, as
Complainant,
as appears of record in said Court.

Witness my hand this 2nd day of October, 1923.

T. W. Richerson Register.

H. G. Anderson
as Admr and guard-
ian etc

v.

Daniel G. Cook

Circuit Court
Baldwin County
in Equity.

To Hon. John P. Leigh, Judge of said Court sitting
in Equity:

Complainant in above stated
cause by his solicitor represents and shows
unto your Honor:

That one Edgar W. Smith, who is over sixty
years of age and who resides in Montgomery
county, Alabama, being a patient in the anti-
tubercular camp near the city of Montgomery
in said county of Montgomery, is a material
witness for complainant in above stated
cause; that said Smith is physically infirm
and on account of such infirmity delay in

procuring his testimony would be dangerous,
and complainant fears that injury will result from delay.

Wherefore application is hereby made to
your Honor for an order to take the testimony of
said Edgar W. Smith de bene esse in accordance
with rule 54 of Chancery practice, either upon
interrogatories and cross interrogatories by a
commissioner or orally whichever your
Honor may specify; that your Honor in said
order will name the time and place for taking
the testimony of said witness and will pre-
scribe the length of notice of the time and
place to be given to defendant or his solicitor;
complainant suggests that on account of

1 the physical condition of said Smith, the
2 most suitable place for such examination
3 would be the office of the Register of the Circuit
4 Court in Montgomery county and also begs to
5 suggest that seven days notice to the defendant
6 or his solicitor would be ample. The defendant's
7 home is in Wilcox County, Alabama, but he is at
8 present in attendance on the Legislature at Mont-
9 gomery as a clerk. This cause is not yet at issue,
10 but the attorney in charge of defendant's interest in-
11 volved in the suit is M. Mahorner Esq. who resides
12 in Mobile, Alabama.

13 Wehmanson
14 Solicitor for Complainant

15 The State of Alabama }
16 Montgomery County }
17 Notary Public

18 Before me, W. J. Osborne, a
19 in and for
20 said State and County, personally appeared W. C.
21 Wehmanson, solicitor for complainant in the above
22 stated cause, who being by me first duly sworn
23 deposes and says that the facts stated in the
24 above and foregoing application are true to the
25 best of his knowledge, information and belief.

26 Sworn to and subscribed before me this the 24th day
27 of September 1923. My commission expires
28 Sept 9, 1924.

29 Wehmanson
30 Notary Public
31 Montgomery County Alabama



1 H. G. Anderson as Admin
2 and guardian etc
3 vs.
4 Daniel G. Cook.

In Baldwin Circuit
Court in Equity.

6 Pursuant to the foregoing
7 application, verified by affidavit, it is hereby
8 Ordered that the testimony of the witness
9 named therein be taken de bene esse, and that said
10 examination be had either orally or upon interrogatories and
11 cross interrogatories as may be agreed upon between counsel for,
12 that his examination be had on the 18th day of
13 October 1923 at the office of the Register in Chancery
14 in Montgomery Alabama and that ten days previous notice of such
15 examination be given to the defendant or to
16 his solicitor.

17 Done in Chambers at Brewton Ala this 29th day
18 of September 1923.

19 John D. Leigh
20 Judge Circuit Court

the respective parties

To Hon. John P. Faugh, Judge of the Circuit Court in and for Baldwin County, Alabama.

sitting in Equity:

Your Obedt, Harry G. Anderson who has this day
individually, also as administrator of the estate
of Maggie Cook Anderson, deceased and as guardian
of the person and property of Mary Christina Anderson,
a minor under the age of fourteen years, respectfully
represents and shews unto your Honor:

That prator is over the age of 21 years and
a resident citizen of the State of Alabama; that letter
of administration on the above mentioned estate were
granted to him by the Probate Court of said county of
Baldwin on the day of 1918 and

that letter of guardianship on the person and estate
of said minor were granted to prator on the
day of 1919, by the Probate Court of said

county, Alabama, in which last mentioned
county the said minor now resides. That prator
of said minor made defendant to this
Bill is over the age of 21 years and resides
in Baldwin County, Alabama.

That prator is the surviving husband
of the said Maggie Cook Anderson to whom
he was married in the year 1912, and by said
marriage the said Mary Christina Anderson

is the only issue. That said Maggie Cook
Anderson died, while a resident of the State
of Alabama, on the 3d day of June 1918, in

testate, leaving your prator and the said
minor daughter as her sole heirs at law.

that at the time of her death the said Maggie was
deeded in fee and possessed of the following de-
scribed lands, lying and being situate in
Baldwin County, Alabama, to-wit:

the south half of north east quarter and the south
half of the north west quarter of section 17 in township
9 north of range 4 east of the 1st Meridian me-
ridian in Alabama, containing one hundred and
fifty acres, also

a fractional part of north west quarter of south west
quarter of section 17, containing about thirty-one
acres, and a fractional part of the north east
quarter of the south west quarter of section 17,
containing about twenty acres, and a fractional
part of the north west quarter of north east quarter
of section 17, containing about twenty nine
acres all in section 17, township 9 north range
4 east.

3rd That in August 1910 the said David G.
Cook received the execution and delivery to
him by said Maggie, then an unmarried
woman, of a mortgage upon said above described
lands to secure an alleged indebtedness of
eleven hundred forty nine and 3/100 dollars with
interest from January 1, 1910. A copy of said
mortgage with the endorsement thereon ^{and made} is hereto attached marked "Exhibit A" that the

paid David G. Cook and Maggie Cook, are
hereto attached, were hereto and after both
children of James Cook, who died several
years prior to 1910, leaving a number of children
residing together in Baker county, Alabama

part of this fee

1 among whom were the said Daniel G. and
 2 Maggie A.; that the said Daniel G. Cook is
 3 the eldest of all said children and had
 4 two or more sisters, including the said Mag-
 5 gie A., who were ten to fifteen years younger
 6 than himself and unmarried at the date of
 7 said mortgage; that after the death of their
 8 father the said children with their mother,
 9 Mrs M. G. Cook, lived together at the family home
 10 in Wilcox County and later in Baldwin county,
 11 in this state so that the said Daniel G. and
 12 Maggie A. Cook were at the time of the execu-
 13 tion of said mortgage and for several years
 14 prior inmates of the same household; that soon
 15 after the death of the father, the said Daniel
 16 G. Cook became virtually the head of the house-
 17 hold and took charge of the business affairs
 18 of its members; that his unmarried sisters,
 19 including the said Maggie A., looked to him
 20 to manage and control their financial and
 21 business matters and reposed trust and
 22 confidence in him in respect to such
 23 matters; that the said Maggie A. Cook up
 24 to the time of her marriage never had any
 25 independent business experience, was
 26 unacquainted with the legal effect of
 27 notes, mortgages and the like, and relied
 28 largely on her brother, the said Daniel
 29 G. Cook to attend to such matters for her
 30 and relied on him to do the right thing for
 31 her interests in respect to such matters;
 32 that at the time of the execution of said

1 mortgage the said Daniel G. Cook besides
2 being the trusted agent and adviser of his
3 said sister in respect to such matters was
4 an attorney-at-law.

5 4th That although the promissory
6 note purporting to be secured by said mortgage
7 was due and payable by its terms on Jan. 1, 1912,
8 no attempt was ever made or any steps taken
9 towards its collection until on or about the 18th
10 day of May 1923, when the said Daniel G. Cook
11 filed an intervening petition in this Honorable Court
12 in an ex parte proceeding brought by orator as guard-
13 ian of said minor to sell said lands for rein-
14 vestment, said intervening petition sought an order
15 of this Court to direct the Clerk and Register when the
16 lands were sold, to pay off and discharge said
17 mortgage out of the proceeds. No claim is made
18 that the mortgagor or any one for her ever made
19 any payment on said debt either before or
20 after maturity, and the mortgagor during her
21 six years married life with your orator never
22 mentioned to him the existence of any indebted-
23 edness whatever from her to her brother, the said
24 Daniel G. Cook. The mortgage was not recorded
25 until more than seven years from its date,
26 and the said Daniel G. Cook or any one
27 else for him ever presented said alleged
28 indebtedness to orator as administrator of
29 said estate for payment and never mentioned
30 said indebtedness to orator until after the
31 death of said intestate and until after more
32 than twelve months had elapsed after the

1 by said Maggie A. Cook in her brother,
 2 the said Daniel G. Cook under the condi-
 3 tions and circumstances above described
 4 and from the undue influence exercised
 5 by said Daniel G. Cook at the time upon his
 6 said sister in respect to said transaction.

7 Orator is able, willing and ready to pay and
 8 hereby offers to pay whatever amount this
 9 court may determine is justly and lawfully
 10 due and should be justly and lawfully paid
 11 in satisfaction of said note and mortgage.

12 6th. The said Daniel G. Cook, through
 13 his attorneys has advertised said land for
 14 sale under the power in said mortgage on
 15 Monday Sept 17th 1923 at Bay Minette, Ala.,
 16 as will appear from a copy of the notice of
 17 sale hereto attached, marked "Exhibit B" and
 18 made a part of this bill; and unless re-
 19 strained by injunction he will consum-
 20 mate such sale to the irreparable injury
 21 of your orator and of the estates in said
 22 lands represented by him as administra-
 23 tor and guardian as aforesaid.

24 To the end therefore that your
 25 orator may have the relief hereinafter
 26 sought, orator prays that a writ of injunc-
 27 tion issue forthwith from this Honorable
 28 Court restraining and enjoining the said
 29 Daniel G. Cook, his agents or attorneys
 30 from selling said lands under said power
 31 of sale, and that such writ be served as required
 32 by law; that summons be issued and served

upon said Daniel G. Cook, commanding him to appear and defend against the allegations of this bill within the time allowed by law and that in default thereof the allegations be taken as confessed against him.

And that on final hearing your Honor will order, adjudge and decree that the said note and mortgage are barred by the statutes of non-claim and the statute of limitation; or, in the event your Honor should adjudge they are not so barred, then your Honor will order adjudge and decree that your orator be let in to redeem said lands from said mortgage upon payment of such amount of money as your Honor may determine is justly and lawfully due thereon; and orator also prays that upon final hearing the said injunction be made perpetual.

And orator prays for such other, further, or general relief as the rules and principles of equity may sanction and as the facts of his case may justify, and as in duty bound orator will ever pray etc.

Wm. Swanson
Solicitor for Complainant.

The State of Alabama } Before me
Montgomery County } Walter B.
Jones, Judge of
the Fifteenth Judicial Court of Alabama
personally appeared Harry G. Anderson
who being duly sworn deposes and

1 says that the allegations of the program
2 file were stated as of his knowledge
3 he knows to be true and when stated in
4 information, Kelly, a inference he re-
5 ceives to be true as forensic was stated.
6 from to and substantiated before me
7 this 1st day of September 1953
8 ^{what I found} ~~King & Schneider~~
9 Judge 15th Judicial Circuit
10 of the County

The State of Alabama,
Wilcox County.

"EXHIBIT A"

KNOW ALL MEN BY THESE PRESENTS, That, whereas, the undersigned Maggie A. Cook justly indebted to D.G. Cook in the sum of \$22,000.00 Hundred and Forty Nine and 03/100 Dollars due by a promissory note bearing date of Jan. 1st, 1910 and falling due Jan. 1st, 1912 and bearing interest from date and being payable to said D.G. Cook and, whereas, the said Maggie A. Cook is desirous of securing the prompt payment of said note, when same falls due: Now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, I, the said Maggie A. Cook, has bargained and sold and do hereby grant, bargain, sell, and convey, unto the said D.G. Cook the following described Real Estate, situated in Baldwin County and State of Alabama, to-wit: The South Half of the Northeast quarter and the South Half of the Northwest quarter of Section 17, in Township 9 South of Range 4 East of the St. Stephens Meridian, Alabama, containing One Hundred and Sixty Acres, Being the land I obtained a patent for from the Government. Also the following to-wit:

A fractional part of North West $\frac{1}{4}$ of South West $\frac{1}{4}$ of the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section #17, containing about Thirty one Acres (31) and a fractional part of the Northeast $\frac{1}{4}$ of the South West Quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section #17, containing about Twenty acres (20) and a fractional part of the Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ (NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section #17 containing about twenty nine acres, all in section #17, Township #9 South, Range #4 East, being acres more or less, warranted free from all incumbrance and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said D.G. Cook his heirs and assigns, forever; and for the purpose of further securing the payments of said note, I do hereby agree to pay all taxes or assessments when imposed legally upon said premises, and should I make default in the payment of the same, the said D.G. Cook may, at his option pay off the same; all amounts so expended by the said D.G. Cook shall become a debt to D.G. Cook additional to the indebtedness hereby specially secured, and shall be covered by this mortgage, and bear interest from date of payment by said D.G. Cook and be due and payable at the maturity of said note.

Upon condition, however, that if said Maggie A. Cook pay said note and reimburse said D.G. Cook for any amount he may have expended as taxes and insurance and interest thereon, then this conveyance is to be null and void; but should default be made in the payment of any sum expended by the said D.G. Cook or should said note, or any part thereof, of the interest thereon, remain unpaid at maturity, or should the interest of said D.G. Cook, or his assigns, in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured then in any of the said events, the whole of said indebtedness shall at once become due and payable, and this mortgage be subject to foreclosure, as now provided by law in case of past due mortgages, and the said D.G. Cook whose agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving thirty days notice, by publication once a week for three successive weeks, of the time, place, and terms of sale, by publication in some newspaper published in Bay Minette, in said County and State, to sell the same in front of the Court House door of said County, at public outcry, to the highest bidder, for cash, and apply the proceeds of said sale, first, to the expense of advertising, selling, and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes or all incumbrances, with interest thereon; third, to the payment of said note in full, whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale; and fourth, the balance if any, to be turned over to the said Maggie A. Cook and I further agree that the said D.G. Cook agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and I further agree to pay a reasonable attorney's fee to said D.G. Cook or his assigns for the foreclosure of this mortgage in Chancery, should the same be foreclosed; said fee to be a part of the debt hereby secured.

Witness my hand and seal, this ---day of Aug. 1910.
Maggie A. Cook (L.S)

Witnesses:
R.S. Capell, Sr.
R.E. Cook.

Exhibit A

whereas, the undersigned

Quebec

County.

I, J.H. Stanford, Judge of Probate in and for said County and State, hereby certify that R.S. Capell, Sr., a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and being sworn stated that Maggie A. Cook the Grantor, voluntarily executed the same in his presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor and one of the other witness, and that such witness subscribed his name as a witness in presence.

Given under my hand this 15th day of October, 1910.

J.H. Stanford
Judge of Probate.

The State of Alabama,) Maggie A. Cook to D.G. Cook.
Baldwin County) Real Estate Mortgage.

I hereby certify that the within Real Estate mortgage was received in this office for record 26th day of October, 1917 at 8 o'clock A.M., and recorded in Mortgage Record, Vol. 26 N.S., page 564 this 29th day of October 1917, and examined.

Jas. M. Voltz,
Judge of Probate.

State of Alabama,
Baldwin County.

I, Jas. M. Voltz, Judge of Probate for said County hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 and 1903, viz: - \$1. etc 80.

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

Filed May 21, 1923.
T. W. Richerson,
Clerk.

Exhibit A

Mortgage Sale.

Default having been made in payment of the debt secured by that certain mortgage executed by Maggie A. Cook to the undersigned, D. G. Cook, in August, 1910, covering real property hereinafter described, and which said mortgage is recorded in Mortgage Record Vol. 26 N. S., page 564 of the Probate Records of Baldwin County, Alabama, the undersigned will, under and by virtue of the power contained in said mortgage, sell to the highest bidder for cash, at twelve o'clock noon, in front of the Court House door of Baldwin County, Alabama, on the 17th day of September, 1923, the following described real property, situate, lying and being in the County of Baldwin, State of Alabama, to-wit:

The South Half of the Northeast quarter and the South Half of the Northwest quarter of Section Seventeen, Township Nine South, of Range Four East of the St. Stephens, Meridian, Alabama, containing one hundred and sixty acres; also a fractional part of northwest quarter of Southwest quarter of section Seventeen, containing about thirty-one acres; also a fractional part of the Northeast quarter of southwest quarter of section seventeen, containing about twenty acres; also a fractional part of the Northwest quarter of southeast quarter of section seventeen, containing about twenty-nine acres; all in section seventeen, township nine south, of range four east.

D. G. Cook,
Mortgagor.
Gaillard, Mahorner and Arnold,
Attys.

27-3t

A. B. B. of E. B.

Exhibit B

HARRY G. ANDERSON, individual-
ly and as administrator of the
estate of Maggie Cook Anderson,
and as guardian of the person
and property of Mary Christine
Anderson, a minor,

Complainant,

vs.

DANIEL G. COOK,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. No _____

Report of the Register held under
Decree of this Court in this cause, dated May 29, 1924,
showing the amount due cross-complainant, Daniel G. Cook,
under the terms of the mortgage to him from Maggie Cook,
offered in evidence in this cause, to be \$2633.37, and no
objections or exceptions thereto having been filed: It is
now Ordered, Adjudged and Decreed that said report be in
all things confirmed and approved.

Done at Bay Minette Ala. this May 30/1924.
John D. Leigh
Judge

HARRY G. ANDERSON, in-
dividually, etc.,

Complainant,

vs.

DANIEL G. COOK,

Respondent.

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

Answer and Cross-bill of Daniel G. Cook.

Now comes Daniel G. Cook, and for answer to the bill of complaint filed against him in this cause, answering says:

FIRST.

Answering the first paragraph of said bill respondent says, that he is not informed as to the allegations contained in said first paragraph and neither admits or denies them, except that he admits that he is upwards of twenty-one years of age and resides in Wilcox County, Alabama.

SECOND.

Answering the second paragraph of said bill of complaint respondent admits that said Harry G. Anderson is the surviving husband of Maggie Cook Anderson, and that Mary Christine Anderson is the only child of the said Maggie Cook Anderson and of himself, and as such is the heir of the said Maggie Cook Anderson; but respondent denies that the said Maggie Cook Anderson was seized in fee, at the time of her death, of the lands described in said second paragraph, the same being at that time owned by said Maggie

Cook Anderson, but subject to the mortgage made by her to this respondent and referred to in said bill of complaint.

THIRD.

Respondent further admits and declares that in the month of August 1910 the said Maggie A. Cook was truly indebted to respondent in the full sum of One Thousand, One Hundred, Forty-nine and 03/100 Dollars (\$1149.03) and having full knowledge of the bona fides of said debt executed and delivered to respondent her note for that amount and at the same time also executed and delivered to respondent a mortgage to secure its payment and this mortgage was during the life of said Maggie A. Cook, filed for record and is duly recorded in the office of the Probate Judge of Baldwin County, Alabama, in Mortgage Record Vol. 26 N.S., page 564; but respondent denies that the paper attached to said bill of complaint is a true copy and demands the production of a correct copy thereof.

Respondent admits that Maggie A. Cook was his sister and that at the time of the execution of said mortgage she was unmarried; but respondent denies that at the time she executed said note and mortgage, or several years theretofore she looked to respondent to manage and control her financial and business matters, denies that she at that time had no independent business^{experience} or that she was unacquainted with the legal effects of notes, mortgages and the like and denies that she relied on this respondent to attend to such matters for her and denies that respondent was the trusted agent and adviser of said Maggie A. Cook.

Respondent denies the aspersions upon the intelligence of said Maggie A. Cook in said third paragraph and says that the said Maggie A. Cook was at and prior to the executing of said note and mortgage and for some years

prior thereto a highly intelligent and capable woman, fully able to direct and manage her own affairs and did so direct them, and that she was fully conversant with every detail connected with the creation of her said debt to this respondent, and that at the time aforesaid respondent did not influence or seek to influence said Maggie A. Cook to execute said note and mortgage, but that the same were by her fully, voluntarily and knowingly executed and delivered to this respondent, for the full and valuable consideration of One Thousand, One Hundred, Forty-nine and 03/100 Dollars (\$1149.03) then due by her to respondent.

Respondent further denies that no attempt was ever made by him to collect the said mortgage note until about May 18, 1923, and says that he did prior to that date many times seek to collect the same. He admits that due to his love and consideration for his said sister Maggie A. Cook he made no attempt to enforce collection by sale or foreclosure but protected himself by having his mortgage recorded in the county where the mortgaged property was situated on October 29, 1917, and long before the death of his said sister.

Respondent denies that said Maggie A. Cook kept her said husband in ignorance of her said note and mortgage to respondent and says that said complainant many years ago had full knowledge of their existence.

Respondent denies every allegation and every "inference" that complainant makes or draws adverse to the existence, execution and delivery, or the bona fides of said note and mortgage, or of the debt secured thereby.

Respondent admits that he did not file his claim against the estate of Maggie Cook Anderson, but he denies that "any action to foreclose the mortgage to secure said alleged indebtedness was barred by the statute of non-payment before said Daniel G. Cook took action to foreclose

said mortgage," so far as the mortgaged property is concerned and denies that any action to foreclose said mortgage is barred by the statute of limitation of ten years.

Respondent further denies that the expressed consideration of said note and mortgage includes usurious interest charged against said mortgagor and denies that the amount expressed in said note and mortgage is either substantially greater than the true and lawful amount at the time owing to respondent by said Maggie A. Cook or greater to any extent whatever; and denies that said note and mortgage resulted from the confidence reposed by said Maggie A. Cook in this respondent under any conditions or circumstances whatever, and further specially denies that they were given or secured by virtue of any undue influence whatever exercised by this respondent over said Maggie A. Cook.

Respondent admits that he did advertise said land for sale as charged in the third paragraph of said bill and says that he has and had the full legal right to do so. And respondent denies every allegation contained in said bill not hereinbefore admitted or denied.

Respondent now makes this answer a cross-bill against the said Harry G. Anderson, individually and as administrator of the estate of Maggie Cook Anderson deceased and as guardian of the person and property of Mary Christine Anderson and prays that he be required to answer the same as such.

Cross-complainant further prays that at the hearing of this cause this Honorable Court will ascertain and decree what amount is due to cross-complainant for principal, interest and a reasonable attorneys fee incurred by him under the terms of said mortgage, and that his said mortgage note and mortgage are valid as against the property secured by his said mortgage; that in default of its payment within

a time to be fixed by this Court a decree will be made and entered by this Honorable Court ordering and directing the Register of this Court to sell said mortgaged property at public outcry and out of the proceeds thereof to pay this cross-complainant the full amount due to him for principal, interest and attorneys fees as aforesaid: that said complainant Harry G. Anderson, individually, as administrator, and as guardian aforesaid be required to pay all costs incurred or created in this cause; and cross-complainant prays for such other, further or different relief as to this Honorable Court may seem meet.

And as in duty bound your complainant will ever pray, etc.

Gauwad Mahommed Ahmed
Solicitors for Daniel G. Cook

Foot-note:- Cross-defendant is required to answer ^a paragraphs Two and Three hereof but not under oath. Answer under oath being expressly waived.

Gauwad Mahommed Ahmed
Solicitors for Daniel G. Cook.

Henry G. Anderson
individually and as
Attorney
for
Daniel G. Cox
}
In Circuit Court
Baldwin County
Mississippi

Complainant in above stated cause hereby
and in accordance with section 3124 Code 1907
amends his file in said cause by adding
there to the following:

1st Note: The defendant Daniel G. Cox
is required to answer each and every allegation
of the foregoing file as fully as if a party
interested in subject thereto, but not
under oath, answer under oath being
loosely expressly waived.

Wm. Johnson
Atty for Complainant

HARRY G. ANDERSON, individual-
ly and also as administrator
of the estate of Mary Cook Ander-
son, deceased, and as guardian of
the person and property of Mary
Christine Anderson, a minor,

Complainant,

vs.

DANIEL G. COOK,

Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. No. _____

Respondent and cross-complainant hereby,
in writing, waives any claim for damages growing out of the
temporary writ of injunction to complainant against respond-
ent and hereby releases the said complainant and the National
Surety Company, as surety, on his injunction bond from all
claims for damages arising under and by virtue of said injunc-
tion bond given by virtue of said injunction.

Respondent and cross-complainant also
hereby releases the said complainant from any claim for costs
created in this cause in excess of the amount that may be
realized from the sale of the mortgage property, which mortgage
is sought to be foreclosed by the cross-bill filed by cross-
complainant in this cause.

Gayle and Mahorner Arnold
Attorneys for Respondent and
Cross-complainant.

HARRY G. ANDERSON, individually,
and as Administrator, of Estate
of MAGGIE COOK ANDERSON, and as
Guardian of the Minor, Harry
G. Anderson,

vs

DANIEL G. COOK,

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALA.

It having been referred to the Register of this Court by decree entered this day in the above entitled cause to ascertain the amount due cross-complainant, Daniel G. Cook under the terms of the mortgage to him by Maggie Cook, later Maggie Cook Anderson, the Register now proceeds to hold said reference; thereupon, by agreement of the parties, the following evidence is submitted to the Register, viz:

Mortgage of Maggie Cook to D.G. Cook.

Note secured by said mortgage.

Evidence as noted on submission for final decree.

Deposition of *S. P. Gailen* as to amount due Cross-Complainant as a reasonable attorney's fee.

And upon consideration thereof, the Register ascertains and reports that there is now due upon said mortgage note secured by said mortgage as follows:

Principal	\$1149.03
Interest from Jan. 1/12 to May 29/24	
12 years - 148 days - - - - -	1141.34
A reasonable attorney's fee	343.00
Total	<u>\$2633.37</u>

The Register therefore reports that there is now due on said mortgage debt by the estate of Maggie Cook Anderson to Daniel G. Cook the Cross-Complainant, the sum of Two thousand Six hundred and Thirty-three and 37/100 Dollars (\$2633.37) besides the costs incurred in this cause.

W. P. Richardson
Register

