Repts Eerl

LOAMIE WATERS.

IN THE CIRCUIT COURT OF

PLAINTIFF

VS.

BALDWIN COUNTY, ALABAMA

CORTE M. NORTHCUTT,

DEFENDANT

No. 4626

INTERPOSITION OF CLAIM BY THIRD PARTY

Now comes the Bay Minette Production Credit Association, by its Attorney, and moves this Honorable Court as follows:

I

That on the 11th day of July, 1960, L. Waters, the same person named above as Loamie Waters, executed a crop, livestock and dairy mortgage to the Bay Minette Production Credit Association of Bay Minette, a national farm loan association, hereinafter referred to as the Association; that said mortgage was duly recorded on July 18th, 1960, in Mobile County, Alabama, in Personal Property Book 58, at Page 777-8; County, Alabama is the place of residence of the said L. Waters; that on July 28th, 1960, the Association took an additional chattel mortgage from the said L. Waters, which mortgage was recorded on August 9, 1960, in Personal Property Book 61, Page 329, Mobile County, Alabama Records. That copies of both mortgages are attached hereto and made a part of this motion, and labeled Exhibits "A" and "B", respectively, in the order of the date of their execution. That in and by the terms of said mortgages, the said Association was conveyed the following described property belonging to L. Waters, to-wit:

All of my cattle, horses, mules, and other livestock whether or not branded or marked, consisting at this time of:

No. Kind or Class

Breed Age Sex Brand or Earmark

74 Grade, Dairy Jersey, Holstein, Gumunder 10 Yrs. Cows Eartagged
15 Grade, Dairy Jersey, Guernsey, Hol. lyr. tol8mos. Heif. Eartagged
15 Grade, Dairy Jersey, Guern., Hol. 2yr.& up Heif. Eartagged
3 Grade, Dairy Jersey, Guernsey
Calves
4 Grade, Holstein
5 Grade, Bulls
6 Grade, Jersey Milch Cows, under 8 yrs. old
6 Grade, Holstein Milch Cows, under 8 yrs. old

That on or about March 7th, 1961, the said L. Waters and Corte M. Northcutt, or one of them, moved the larger portion of the herd described in the mortgages from the property of L. Waters in Mobile County, Alabama, to the Northcutt farm in Baldwin County, Alabama, said livestock being more exactly described as follows:

No. Kind or Class Breed Age Sex Brand or Earmark

71 Grade, Dairy, Jersey, Guern., Holst. under 10Yr.Cows Earmark

2 Holstein Bulls
10 Grade, Dairy, Jers., Guern. Host. Heifers Earmark

That said removal was without the knowledge nor with the consent of the Bay Minette Production Credit Association.

III.

That the said L. Waters is presently indebted to the Association under the mortgages and notes described in said mortgages, and by reason of the transfer and removal of the livestock described hereinabove from the farm of L. Waters to the farm of Corte M. Northcutt, the said Association believes that the security described in its mortgages is endangered.

Wherefore, the Association hereby moves this Honorable Court to permit the Association to intervene in the above styled cause as the claimant of the property described in the Bill of Complaint filed by Loamie Waters, also known as L. Waters, against Corte M. Northcutt, and makes a part of its motion, an affidavit labeled "Exhibit C" as if the same had been specifically written herein; that upon a final hearing of this cause pursuant to Title 7, Section 931 and Section 1168 et seg, Alabama Code, 1940, that the Association be allowed the possession of this property.

Attorney for Bay Minette Production Credit Association

This cause coming on to be heard upon the petition for intervention, and affidavit of the Bay Minette Production Credit Association, of Bay Minette, a national farm loan association, the said Association is hereby permitted to intervene in the above styled cause.

Judge

CROP, LIVESTOCK AND DAIRY MORTGAGE

トロコン			
PROP	58	PAGE	777

THE UNDERSIGNED, hereinafter called Mortgagor, resident of MO	RTTT
FRODUCTION CREDIT ASSOCIATION	
called Mortgagee, in the sum of Sixty Fight Hundred and as evidenced by one promissory note of Mortgages begins a series and as evidenced by one promissory note of Mortgages begins a series and a series as a se	N of BAY MINETTE, Alabama, hereinafter
as evidenced by one promissory note of Mortgagor, bearing even date here \$ 250.00	1 10/100 DOLLARS (\$6800.00)
\$ 250.00 due August 20th, 1960 \$ 250	ewith, payable to Mortgagee, as follows:
250.00	due February 20th, 1961
250 00	due March 20+h 7047
250 00 250	1.00 due April 20+h 1041
	0.00 due May 20th 1961
due December 20th 1960 250	2000
\$ 250.00 due January 20th, 1961 \$ 4050	201111981
AND MAY BECOME FURTHER INDEBTED TO MORTGAGEE WHEREOF; said	TTHIN EIGHTEEN MONTHS AFTER THE BANK
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Notes and all indebtedness owing and to become owing hereunder to bear cent per annum and to which amounts, as a part of the indebtedness sha	interest from the same of the
cent per annum and to which amounts, as a part of the indebtedness, sha attorney's fee, payment of all of which shall be secured hereby:	il be added if incurred at the rate of (-3/4 per
attorney's fee, payment of all of which shall be secured hereby:	and seasonable collection and
IN CONSIDERATION of the arrange and a re-	
IN CONSIDERATION of the premises and One Dollar, receipt whereof PAYMENT OF SAID NOTES AND INDEBTEDNESS NOW OWING A MONTHS AFTER THE DATE HEREOF BY MORTGAGOR TO MORTG	is hereby acknowledged, AND TO SECURE THE
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him or in which he may have any interest in MOBILE, also during the part, if any, remaining after the date of this Mostrone of the	planted, or produced by Mortgagor and by anyone for
also during the part, if any remaining after the data of the	County, Alabama, during the year 1960, and
also during the part, if any, remaining after the date of this Mortgage of timmediately preceding the first day of said year, and postinuted	he period from September 1 to December 31, inclusive
immediately preceding the first day of said year, and particularly upon that THE FARM, containing 160 acres, owned by L. Weters	certain tract of land in said County described as
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(3) ALL OF MY FARMING TOOLS, IMPLEMENTS, and MACHINERY of every description and kind, including, BUT NOT LIMITED to ALL TRUCKS, TRACTORS, TRACTOR EQUIPMENT, COMBINES, COTTON PICKERS, AND OTHER HEAVY EQUIPMENT; Also: 1-1956 Ferg. 35 Deluxe Tractor with Butane System Model 35D Ser. 1555116; 1-Ferg. 2012de disc plowing 7002201: 1-Ferb. 7ft Disc Harrow Ser. 12536 ING PRIVILEGES, APPLIANCES AND EQUIPMENT NOW OR HEREAFTER OWNED OR USED IN CONNECTION WITH

Judge of Probate

V.R. Jansen

Mortgagor ASSIGNS to Mortgagee all LIENS he has or may acquire on all TENANT'S CROPS and CHATTELS for and during said year and period of time:

Intending to convey and, hereby, **CONVEYING**, to Mortgagee, all of the above property, and, also, ALL OF THE PROPERTY OF LIKE KIND OR CLASS NOW IN MY POSSESSION OR OWNED BY ME, AT ANY TIME UNTIL THIS MORTGAGE IS EXTINGUISHED, LOCATED ON OR USED IN CONNECTION WITH THE SAID LANDS WHETHER DESCRIBED OR NOT. and, also, ALL INCREASE THEREOF AND ADDITIONS THERETO BY PURCHASE OR OTHERWISE WITH-INCREASE THE DATE HEREOF.

Exhibit "A

PERS 58 PAGE 778

Upon failure of payment of any of said installments, or interest thereon, or any other indebtedness secured hereby, when due, then the entire indebtedness secured hereby, at the option of the holder of said note may be declared due.

MORTGAGOR Agrees:

Not to sell or further encumber the property here conveyed except on written consent of Mortgagee or assigns:

Mortgagee or assigns may inspect said property at will and may possess same as herein provided and may go upon any property of Mortgagor in so doing:

If in the opinion of Mortgagee or assigns the security herein be endangered or if Mortgagee or assigns shall feel itself insecure or if Mortgagor shall fail to comply with any of the terms of his Application for any part of the indebtedness here secured or with the applicable laws of Alabama, Mortgagee or assigns may refuse to advance any part of the said indebtedness then in its possession and may mature the then existing indebtedness and proceed with foreclosure as herein provided, or may take possession of said security, retain and use same and therewith cultivate, harvest, and sell said Crops, and payment of all expense incident thereto shall be secured hereby.

PROVIDED THAT IF MORTGAGOR SHALL PAY ALL SUMS HERE SECURED INCLUDING THE INDEBTEDNESS NOW OWING AND THAT TO BECOME OWING WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF ON OR BEFORE MATURITY THIS MORTGAGE SHALL BE VOID: however:

In the event of default in the payment of any sum hereby secured when due or in the performance of any condition or agreement herein contained then the entire amount hereby secured and unpaid including interest, expense, cost and attorney's fees shall at the option of Mortgagee or assigns become immediately due and Mortgagee or assigns may possess said security and sell same at either private or public sale and if at public sale then by auction for cash after giving not less than three days' notice thereof by posting one notice in Courthouse of said County; proceeds of any sale shall be applied to payment of all sums here secured including all costs incident to such sale and any surplus shall be paid to Mortgagor or assigns. Mortgagee or assigns may become the purchaser of said property at either private or public sale provided for herein.

Witness the hand	l and seal of said Mort	gagor on this 11th	day of July	, 19_60
WITNESSES:		•	•	
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			L. Waters	(L.S
7	•		L. Waters	
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STATE OF ALABAN	/A		en e	
MOBITE:	COUNTY.			**************************************
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County, in said State,	, do hereby certify that_	L. Waters		
whose name is	signed to the foregoi	ng conveyance, and who is	known to me, ackn	owledged before me
this day, that being is ame bears date.	informed of the contents	of this conveyance, he	executed the same vo	luntarily on the day the
	nand this 11th	_day of July	, 19_60	
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STATE OF ALABAMA

ADDITIONAL CHATTEL MORTGAGE

PERS PROP

61 PAGE 329

WHEREAS, the undersigned mortgager executed and delivered to the BAY MINETEE PRODUCTION CREDIT ASSOCIATION AND ALBORMS, as mortgages, a mortgage delet the 11th day of July 1 Alaborms, in Mortgage Book. At Page. At
couring the notes and debts described therein, which mortgage appears of record in the office of the Judge of Probate of MOBITE outly, Alabama, in Mortgage Book
ounty, Alobama, in Mortgage Book. — cr Page — and in and by the terms thereof livestock and other personalty of the mortgage subsequent to the date of said mortgage were conveyed, and where the mortgage were conveyed, and the substance of the personalty hereinafter described which he efficially to identify as security for said debts. NOW, THEREFORE for and in consideration of the premises and the sum of five and No/100 (55.00) Dollars, to me in hand poid ordering the receipt of which is hereby acknowledged, and to further secure the poyment of the principal note described in said original me hereafter made within thinty-ix (36) months after the date hereof. I hereby grant, bargain, sell, convey, and warrauration elivestock and other personalty conveyed in the above described mortgage, and in all supplement and additional mortgage portgage, and the following described livestock and personalty located on the land described in said original mortgages executed by a conveying the personalty conveyed in the above described mortgage, and in all supplemental and additional mortgage portgage, and the following described livestock and personalty located on the land described in said original mortgages executed by a conveying the personalty conveyed in the above described mortgage, and the following described livestock and personalty located on the land described in said original mortgage situated in said county. STATE OF ALA. MOBILE CO. I CERTIFY THIS INSTRUMENT WAS FILED ON AUG 9 12:48 PM:60 Recorded & Mtg. tax & deed tax has been pd. on this instrument. V.R. Jansen Judge of Probate
The process of the personal type of the personal ty
sectifically to identify as security for solid debts. NOW, THEREFORE, for and in consideration of the premises and the sum of Five and No/100 (\$5.00) Dollars, to me in hand poid ordragoge, the receipt of which is hereby acknowledged, and to further secure the payment of the principal nate described in said original me hereafter made within thirty-six (3) me to secure the payment of any other or further loans to me by mortgagee now a livestock and other personalty conveyed in the above described mortgage, and in all supplemental and additional mortgages ortgagee, and the following described livestock and personalty located on the land described in said original mortgages, and the following described livestock and personalty located on the land described in said original mortgages executed by a conveyage, and the following described livestock and personalty located on the land described in said original mortgages executed by a conveyage, and the following described livestock and personalty located on the land described in said original mortgages executed by a conveyage, and the following described livestock and personalty located on the land described in said original mortgages executed by a conveyage, and the following described livestock and personalty located on the land described in said original mortgages executed by a conveyage, and the following described livestock and personalty located on the land described in said original mortgage, and the following described livestock and personalty located on the land described in said original mortgage, and the following described livestock and personalty located on the land described in said original mortgage, and the following described livestock and personalty located on the land described livestock and located livestock and
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& \$ deed tax has been pd. on this instrument. V.R. Jansen Judge of Probate
Judge of Probate
It is intended to convey hereby all livestock now owned by mortgagor, located at any place in said county, whether fully described herein or The original mortgage described above and each subsequent mortgage shall remain in full force and effect, and all terms, conditions, coverage, warranties, and agreements contained in said original mortgage are hereby made a part of this instrument to the said extent and with
WITNESS my hand and seal this 28th day of July 19_60
X. I. Waters
X. I. Waters L. Waters
E OF ALABAMA STUP: COUNTY
COUNTY
l, the undersigned authority, in and for said county, in said state, do hereby certify that <u>L. Waters</u>
name 1s signed to the foregoing convoyance and the 1s
known to me, acknowledged before me on this day, a
Siven under the bank the same bears date.
day of July , 1960
Principles F. N. Snowden , Notary Pu
State at Large, Alabama.
COUNTY OFFICE OF JUDGE OF PROBATE
hereby certify that the within mortgage was filed in this office for record on theday of

Exhibit "B"

Judge of Probate

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Before me the undersigned authority in and for said State and County, personally appeared Roy L. Taylor, who being duly sworn, did depose and say as follows:

That he is the Secretary-Treasurer of the Bay Minette Production Credit Association of Bay Minette, a national farm loan association, and that said Association is the present owner and holder of a crop, livestock and dairy mortgage dated the 11th day of July, 1960, from L. Waters, who is also known as Loamie Waters, who resides in Mobile County, Alabama. That said mortgage was duly recorded on July 18th, 1960, in Personal Property Book 58, Page 777-8, Mobile County, Alabama Records. That an additional chattel mortgage was taken from L. Waters on July 28th, 1960, which was recorded in Personal Property Book 61, Page 329, Mobile County, Alabama Records on August 9th, 1960. That the notes secured by said mortgages are presently due and unpaid to the Bay Minette Production Credit Association of Bay Minette. Affiant further says that he is informed and believes that the property described in the mortgages executed to the Bay Minette Production Credit Association of Bay Minette by the said L. Waters has been removed or transferred from the farm of the mortgagor in Mobile County to the farm of one Corte M. Northcutt. That your affiant is further informed that some dispute has arisen between L. Waters and Corte M. Northcutt as to the ownership of the cattle described in the mortgages and that L. Waters has entered suit in the Circuit Court of Baldwin County, Alabama for the possession of said cattle. That your affiant did not know of such transfer nor did any agent of the said Association know of such transfer nor has such transfer been authorized. By and under said mortgages, the Bay Minette Production Credit Association has the legal title to the property described in the mortgages, the subject of the action in this cause, and said Association believes that its security under said mortgages is in jeopardy, and has the right

Exhibit """

of immediate possession of said property. Further the affiant saith not.

Sworn to and subscribed to before me this the day of March, 1961.

Notary Public-State at Large

MAR 14 1961 ALICE I. DUCK, CLERK, REGISTER

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y service on	
TAYLOR WILLIAMS, Sheller	
By W.O. Lainer	
Sheriff claims 10 miles at	
Ten Cents per mile Total \$ 2.00	
TAYLOR WILKINS, Sheriff	
DEPUTY SHERIFF	

Fracility on Duck 70 mi IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN LAW. No.4626

LOAMIE WATERS,

Plaintiff

Vs.

CORTE M. NORTHCUTT,

Defendant

THIRD PARTY CLAIM

FILED

MAR 14 1961 AUCE J. DUCK, REGISTER

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
Dahlberg Building
BAY MINETTE, ALABAMA

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STATE OF ALABAMA	IN THE CIRCUIT CO	OURT OF
Baldwin COUNTY	Baldwin	COUNTY
Before me, John V. Duck	, a Notary Pub	lic in and for said County.
personally appearedbefore me, Loam		
duly sworn deposes and says that the prope		
		filed in said Court, to-wit:
71 Milch cows (gurnsey, jerse)	ys and mixed breeds of H	olsteins and jerse
I holstein bull, I jersey bull steins.	l, 10 heifers (gurnsey's	jerseys and hol-
steins.		A STATE OF THE STA
belongs to Loamie Waters	a s	the plaintiff.
	Joan La Waters	atus
Sworn to and subscribed before me this	10th	e e
day of March , 1961		
20 Alice		
Notary Public		
		,
STATE OF ALABAMA	IN THE CIRCUIT CO	URT OF
Baldwin COUNTY	Baldwin	COUNTY
KNOW ALL MEN BY THESE PRESEN	,	
M. O. Berglin and		Principal, and
firmly bound unto Corte M. Northco	utt	, Sureties, are held and
istrators in the sum of line has for the payment of which we ignite and	, his hei	rs, executors and admin-
for the payment of which we jointly and sev trators.	verally bind ourselves, our heirs,	Dollars, executors and adminis-
Sealed with our seals and dated the 10	Oth day of March	, 1961
The condition of the above obligation is	such that whereas, the above boun	d Loamie Waters
	has (on the 10th day of
March , 191 sued out a w	vrit of detinue in the Circuit Court	_o Baldwin
County, returnable to the s		
	for the r	
71 Milch cows (gurnsey, jers	save and migod broods at	Takina maka akan na mana a
Jerseys)	seys and mixed breeds of	Holsteins and
I holstein bull, I jersey bu holsteins Now, if the said Corte M. Nort	Tout 10 and 10 14 6 to 5	s, jerseys and
and shall pay to the said to antie wat	The Carte M Math	shall fall in said suit
said suit, all such costs and damages as he may be void, otherwise, to remain in full force and	V SUSTAIN by the wrongful commisi-	t, then this obligation to
Taken and approved this 10th day	of Loomis M.	aters comm
March 19	61 Masseylu	(SEAL)
hiref which	,	
Clerk Circuit Court	and the second s	(SEAL)

LOAMIE WATERS,

Plaintiff,

VS.

CORTE M. NORTHCUTT,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4626

PLEA

Now comes comes the Defendant in the above styled cause and for plea to the complaint heretofore filed in this cause and says:

1. Not guilty.

Antorney for Defendant

MAR (27 1961) MAR (27 1961) MAR (27 1961)

The State of Alabama, Baldwin County

1	KNOW A	ALL MEN BY :	THESE PRES	ornio, in	at we,			
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	are held and firm	nly bound unto -	LOAMIE W	ATERS		· · · · · · · · · · · · · · · · · · ·	·	
j. Pa	in the sum of F(ORTY THOUSAND	001\0M & C			Dolla	ers, for the pa	yment of
	, 460 mg	truly to be made		•	. Doger	'		
	Sealed wi	ith our seals and	dated this	20	day of	<u>arch</u>		196]
	The cond	lition of the above	e obligation is	such that wh	ereas the said -			
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JOHN V. DUCK ATTORNEY AT LAW FAIRHOPE, ALA. May 24, 1961

Mrs. Alice J. Duck Clerk, Circuit Court Bay Minette, Alabama

> Re: Loamie Waters -VS-Corte Northcutt

Dear Mrs. Duck,

Would you request the judge to enter a non-suit in the above styled case and submit cost bill to me.

Thank you,

Sincerely Yours

JVD; ems

\$10,00

LOAMIE WATERS,

Plaintiff,

VS.

C. M. NORTHCUTT,

Defendant.

IN THE

CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA.

MR. OWENS: May it please the Court, I would like to introduce, as Claimant's Exhibit 1, Interposition of Claim by third party, and attachments thereto, and affidavit made by the Secretary-Treasurer of Bay Minette Production Credit Association, Roy Taylor.

We would also like to introduce as Claimant's Exhibit 2, cha ttel mortgage executed by L. Waters to Bay Minette Production Credit Association, dated July 11, 1960, and recorded in personal property mortgage book 58 at page 777, Mobile County, Alabama, and ask that it be marked Claimant's Exhibit 2.

May it please the Court, I would like to introduce as Claimant's Exhibit 3 additional Chattel Mortgage executed by L. Waters on July 28, 1960, and recorded in Personal property records 61 at page 329, Mobile County, Alabama, Records.

ROY TAYLOR, A WITNESS FOR THE CLAIMANT, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Owens.

- Q. State your name, please?
- A. Roy Taylor.

- Q. Mr. Taylor, where are ayou employed?
- A. Bay Minette Production Credit Association.
- Q. In what capacity?
- A. Secretary-Treasurer.
- Q. Do you know L. Waters of Mobile County, Alabama?
- A. Yes sir.
- Q. What is his real name, do know?
- A. Lomie, I think.
- Q. Lomie Waters -- Where does he reside?
- A. Mobile County; I think it is on the George Town Road out of Mobile -- No, Lott Road.
- Q. Where is that situated with respect to Mobile?
- A. 12 miles North from Eight Mile Mobile County, Alabama.
- Q. Now the Association had a mortgage, rather, two mortgages executed by Mr. Waters covering all of his milk cows, is that correct?
- A. Yes sir.
- Q. Now on or about March 7th. 1961, do you know what happened to those cows?
- A. We understood that they were supposed to have been sold, but no money had been passed, and that is the first knowledge that we had of any sale.
- Q. When did you learn about the sale or alleged sale, I should say?
- A. Along about March 7th.
- Q. Who had the possession of these cows after, we will say, March 7, 1961?
- A. Mr. C. M. Northcutt.
- Q. Is he also known as Corte Northcutt?
- A. Yes sir.

- Q. Where does he live?
- A. Rosinton, Baldwin County, Alabama.
- Q. Did you personally inspect that herd on his farm?
- A. No sir.
- O. Were you ever down there to see the herd?
- A. I was down there to see him.
- Q. Mr. Northcutt admitted possession of the cattle?
- A. Yes sir.
- Q. Now at the time these cattle were removed to Baldwin County, Alabama, was Mr. Waters indebted to the Association under these mortgages?
- A. Yes sir.
- Q. In what amount?
- A. That would be hard to say exactly. Right now it is \$5165.26 that includes interest.
- Q. Do you have the notes executed by Mr. Waters;
- A. Yes sir.
- Q. Is this installment note dated July 11, 1960, a note executed by L. Waters to Bay Minette Production Credit Association?
- A. That is correct.
- MR. OWENS: May it please the Court, I would like to introduce the note executed by L. Waters to Bay Minette Production Credit Association, in the sum of \$6800.00 which is dated July 11, 1960, and ask that the same be marked Claimant's Exhibit 4.
- Q. Were any additional notes executed by Mr. Wa ters after that date?
- A. No sir.
- Q. Now the balance due as of today is \$5,165.26, and such sum was due and owing, less interest--
- A. Less this \$185.00 that I have charged out as cost of moving

the cattle.

- Q. This figure you gave includes the cost to the Association of what?
- A. Moving and hauling the cows back.
- Q. Moving the cows back to Mr. Water's place in Mobile County,
 Alabama?
- A. That is right.
- Q. Does your note contain provisions for the payment of a reasonable Attorney's fee?
- A. Yes sir.
- Q. Now your mortgage, Mr. Taylor, contains the following provisions, does it not: "MORTGAGOR AGREES: Not to sell or further encumber the property here conveyed except on written consent of Mortgagee or assigns." ?
- A. Yes sir.
 - The mortgage also contains the following: "If in the opinion of the Mortgagee or assigns the security herein be endangered, or if Mortgagee or assigns shall feel itself insecure, or if mortgagor shall fail to comply with any of the terms of his application for any part of the indebtedness here secured, or with the applicable laws of Alabama, Mortgagee or assigns may refuse to advance any part of the said indebtedness then in its possession, and may mature the then existing indebtedness and proceed with foreclosure as herein provided, or may take possession of said sâcurity, retain and use same and therewith cultivate, harvest and sell said Crops, and payment of all expense incident ther eto shall be secured hereby--"
- A. Yes sir.
- Q. Did the association in any way know or consent to the transfer of the Cows from Mobile County to the farm of Mr.

Corte Northcutt in Baldwin County?

- A. No .
- Q. Would, in your opinion, your security be endangered, had the cows been ke pt in the possession of Mr. Corte Northcutt?
- A. Yes sir.
- Q. Did you then call the mortgage upon learning of this transfer?
- A. Yes sir, I suppose you would call it calling the mortgage; we wanted our money and we could not get it from Mr.

 Waters, and of course, we learned then that they had entered suit against each other and we had to enter suit to protect our security.
- Q. Was it necessary for you to obtain the services of an Attorney to make this claim?
- A. Yes sir.
- Q. Did you hire Connor Owens, Attorney, in this matter?
- A. Yes sir.
- MR. OWENS: May it please the Court, I would like permission of the Court to withdraw the original mortgages and note introduced and substitute certified copies.

THE COURT: ALL RIGHT.

MR. ENNEST M. BAILEY, A WITNESS FOR THE COMPLAINANT, OR CLAIMANT,

BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Owens.

- Q. Will you state your name, please?
- A. Ernest M. Bailey.
- Q. Mr. Bailey, what is your profession?
- A. Attorney at law, Fairhope, Alabama.

- Q. Mr. Bailey, how long have you been practicing Law?
- A. Seven years.
- Q. Are you familiar with fees charged in the collections of notes and the foreclosure of mortgages in Baldwin County, Alabama?
- A. I am.
- Q. Assuming an Attorney was employed to intervene in behalf of third party mortgagee in detinue suit between mortgagor and another party and such intervention had to be filed, bond prepared and 15 hours of legal research involved and after judgment of foreclosure of a mortgage, and other services where the principal indebtedness is \$5,000.00, what, in your opinion, wouldbe a reasonable Attorney's fee?

A. \$750.00 to \$800.00.

J+ CONNOR OWENS, BEING FIRST DULY SWORN, TESTIFIED:

My name is J. Connor Owens, Jr.; I am an Attorney at Law, practicing in Bay Minette, Baldwin County, Alabama, and I represent the Bay Minette Production Credit Association and have so represented it for a period of seven years; I am familiar with the value of live stock and dairy cows in Baldwin County, Alabama; I have examined the herd involved in this matter and it constituted 71 Grade Dairy Jersey Guernsey Holstein cows under 10 years; two Holstein bulls, and 10 Guernsey, Holstein Heifers, the heifers were very young and had a value of \$25.00 each or \$250.00; the two bulls had a value of \$75.00 each the Jersey, Guernsey Holstein cows would average \$200. each in value. I believe that it is impracticable to attempt to assess each cow:

CERTIFICATE:

I hereby certify that the foregoing, consisting of pages 1 to 6, both inclusive, correctly sets forth a true and correct transcript of the testimony, and the exhibits introduced in connection therewith, as taken by me, in open Court in the above styled cause.

Court Reporter

CROP, LIVESTOCK AND DAIRY MORTGAGE

unto the BAY MINETT	w' Drownticury		of MOBILE	agration v	Alabama, is indebted _, Alabama, hereinafter
and Manhamana in the	ne sum of Sixty Ei	on credit Asso cht Hundred a	od no (100	PITARITE.	_, Alabama, hereinafte
as evidenced by one pro			date herewith, paya		follows:
	due September		\$ 250.00	due Marc	· · · · · · · · · · · · · · · · · · ·
	due October	20th 1960	• • • • • • • • • • • • • • • • • • • •	due Apri	
,	due November	20th 1960		due May	20th-19
250.00	due December		\$ 250.00	•	
250.00	due January	20th 1961	\$_1,050,00	due June due July	20th.19 20th.19
:	ME FURTHER INDEE				
HEREOF; said Notes and all indebtedne	ess owing and to become	me owing hereunde	r to bear interest fro	m date încurred at t	he rate of 7-3 Arnor
cent per annum and to attorney's fee, payment	which amounts, as a p	part of the indebte	dness, shail be adde	d, if incurred, a re	asonable collection and
IN CONSIDERATION PAYMENT OF SAID MONTHS AFTER THE MENT OF WHICH IS bargain, sell, convey and self-self-self-self-self-self-self-self-	E DATE HEREOF BY S HEREBY SECURED	TEDNESS NOW (MORTGAGOR TO and the performa	OWING AND TO DEPOY	BECOME OWING	WITHIN EIGHTEEN
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also during the part, if immediately preceding th	any, remaining after th	he date of this Mo	rtgage of the period i	rom September 1 to	December 31, inclusive,
THE FARM, containing by Mortgagor, located	160 acres, c	////by	L. Waters	and culti	vated durng said time
by Mortgagor, located	miles	ented of)N. or m	les
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(2) ALL OF MY Consisting of: (b) King (c) King (d) Grade, Dain (d) Grade, Dain (d) Grade, Dain (d) Grade, Dain (e) Gra	attle, Horses, Mulad or Class iry Jersey, Guerry Jersey, Guerry Jersey, Guerry Jersey, Guerry Jersey, Guerry	Breed rnsey, Holster rnsey, Holster	Age in Under 10 Yrs in 1 Yr. to 18	Sex Cows Mos. Heifers Heifers	Brand or Earmark Eartagged Fartagged
(2) ALL OF MY Canis time of: (o. <u>Kir</u> (74 Grade, Da	attle, Horses, Mund or Class iry Jersey, Guer iry Jersey, Guer iry Jersey, Guer iry Jerzey, Guer Holstein	Breed rnsey, Holster rnsey, Holster	Age in Under 10 Yrs in 1 Yr. to 18	Sex Cows Mos. Heifers Heifers Calves	Brand or Earmark Eartagged Fartagged
(2) ALL OF MY Canalist time of: No. Kir 74 Grade, Dair 15 Grade, Dair 15 Grade, Dair 3 Grade, Dair 2 Grade,	attle, Horses, Mund or Class iry Jersey, Guer iry Jersey, Guer iry Jersey, Guer iry Jersey, Guer Holstein	Breed rnsey, Holster rnsey, Holster	Age in Under 10 Yrs in 1 Yr. to 18	Sex Cows Mos. Heifers Heifers Calves Bulls	Brand or Earmark Eartagged Fartagged
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(2) ALL OF MY C. his time of: No. Kir 74 Grade, Da: 15 Grade, Da: 3 Grade, Da: 2 Grade, 2 Grade, 2 Grade,	attle, Horses, Mund or Class iry Jersey, Guer iry Jersey, Guer iry Jersey, Guer iry Jersey, Guer Holstein	Breed rnsey, Holster rnsey, Holster	Age in Under 10 Yrs in 1 Yr. to 18	Sex Cows Mos. Heifers Heifers Calves Bulls	Brand or Earmark Eartagged Fartagged
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(3) ALL OF MY FARMING TOOLS, IMPLEMENTS, and MACHINERY of every description and kind, including, BUT NOT LIMITED to ALL TRUCKS, TRACTORS, TRACTOR EQUIPMENT, COMBINES, COTTON PICKERS, AND OTHER HEAVY EQUIPMENT; Also: 1- 1956 Ferg. 35 Deluxe Tractor with Butane System Model 35D Ser.155546

1- Ferg. 2 blade disclipted on 00201; Perg. 7 Ft. Butane Ser. 12536

(4) ALL FEED AND ALL FEEDING, PASTURING, WAITERING, KEEPING, HANDLING, DAIRYING AND MARKETING PRIVILEGES, APPLIANCES AND EQUIPMENT NOW OR HEREAFTER OWNED OR USED IN CONNECTION WITH SAID LIVESTOCK.

Mortgagor ASSIGNS to Mortgagee all LIENS he has or may acquire on all TENANT'S CROPS and CHATTELS for and during said year and period of time:

Intending to convey and, hereby, **CONVEYING**, to Mortgagee, all of the above property, and, also, ALL OF THE PROPERTY OF LIKE KIND OR CLASS NOW IN MY POSSESSION OR OWNED BY ME, AT ANY TIME UNTIL THIS MORTGAGE IS EXTINGUISHED, LOCATED ON OR USED IN CONNECTION WITH THE SAID LANDS WHETHER DESCRIBED OR NOT, and, also, ALL INCREASE THEREOF AND ADDITIONS THERETO BY PURCHASE OR OTHERWISE WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF.

Upon failure of payment of any of said installments, or interest thereon, or any other indebtedness secured hereby, when due, then the entire indebtedness secured hereby, at the option of the holder of said note may be declared due.

MORTGAGOR Agrees:

Not to sell or further encumber the property here conveyed except on written consent of Mortgagee or assigns:

Mortgagee or assigns may inspect said property at will and may possess same as herein provided and may go upon any property of Mortgagor in so doing:

If in the opinion of Mortgagee or assigns the security herein be endangered or if Mortgagee or assigns shall feel itself insecure or if Mortgagor shall fail to comply with any of the terms of his Application for any part of the indebtedness here secured or with the applicable laws of Alabama. Mortgagee or assigns may refuse to advance any part of the said indebtedness then in its possession and may mature the then existing indebtedness and proceed with foreclosure as herein provided, or may take possession of said security, retain and use same and therewith cultivate, harvest, and sell said Crops, and payment of all expense incident thereto shall be secured hereby.

PROVIDED THAT IF MORTGAGOR SHALL PAY ALL SUMS HERE SECURED INCLUDING THE INDEBTEDNESS NOW OWING AND THAT TO BECOME OWING WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF ON ORBEFORE MATURITY THIS MORTGAGE SHALL BE VOID: however:

In the event of default in the payment of any sum hereby secured when due or in the performance of any condition or agreement herein contained then the entire amount hereby secured and unpaid including interest, expense, cost and attorney's fees shall at either private or public sale and if at public sale then by auction for cash after giving not less than three days' notice thereof including all costs incident to such sale and any surplus shall be paid to Mortgagor or assigns. Mortgagoe or assigns may become the purchaser of said property at either private or public sale provided for herein.

WITNESSES:					
			SIGNE	n:	
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TATE OF ALABAMA,			•	Ф.	.,
MOBILE .	COUNTY			A	
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ounty, in said State, do hereby o	certify that	<u> </u>	WATERS	,	
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us day, that being informed of	the contents of this	conveyance	n e exe		vledged before me on ntarily on the day th
ime bears date.	11	J		same void	meany on the day tr
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TATE OF ALABAMA,					
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	r, Alabana To Production Credit Asso.	, Alabama.			

INSTALLMENT NOTE

For value received, I, we or either of us promise to pay to the order of the PAY MINETTE PRODUCTION CREDIT ASSOCIATION of BAY MINETTE ALABAMA, the sum of the City of	\$ 6800.00	INSTAL	LMENT NOTE		
with interest at the rate of 7 3/L % per annum from date, until paid, payable at its office in the Cit of BAY MINETTE Alabama, in installments as follows, to-wit: \$ 250.00	For value received	I, we or either of us pro	mise to say to d	July 11	19.60
with interest at the rate of 7 3/L % per annum from date, until paid, payable at its office in the Cit of BAY MINETTE Alabama, in installments as follows, to-wit: \$ 250.00	SIXTY-EIGHT HUNDRED &	ASSOCIATION of	BAY MINETTE	order of the BAY MIN	TTE
of BAY MINETTE —, Alabama, in installments as follows, to-wit: \$ 250.00 on August 20th	with interest at the rate of	of 7 3/1		ALABAN	IA, the sum o
s 250.00 on September 20th 1960 \$ 250.00 on March 20th 1961 \$ 250.00 on November 20th 1960 \$ 250.00 on March 20th 1961 \$ 250.00 on November 20th 1960 \$ 250.00 on May 20th 1961 \$ 250.00 on December 20th 1960 \$ 250.00 on June 20th 1961 \$ 2	of BAY MINETTE	per annum	from J.	(\$ <u>-000</u>)0.00
on September 20th 1960 \$250.00 on March 20th 1961 \$250.00 on Movember 20th 1960 \$250.00 on March 20th 1961 \$250.00 on Movember 20th 1960 \$250.00 on May 20th 1961 \$250.00 on May 20th 1961 \$250.00 on June 20th 1961 \$250.00 on Ju	\$ 250.00 on Augu	ist 20th 1060	allments as follows,	to-wit:	ce in the City
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s 250.00 on December 20th 1960 s 250.00 on May 20th 1961 s 250.00 on January 20th 1961 s 4050.00 on June 20th 1961 s 4050.00 on June 20th 1961 Upon the failure to pay any of the said installments, or interest thereon when the same becomes due, then the entire indebtedness, at the option of the holder may be declared by the due and payable. The makers, sureties, endorsers and guarantors of the little hereby extrally waive presentment for property, and consent that time of payment may be extended without notice thereof to any of the sureties of payment may be extended without notice thereof to any of the sureties of on the same or not, then and in that event to pay the owner or holder of this note range and interest due thereon as attorney for collection, whether suit is brought mortgage dated July 11, 1960; executed by the makers hereof to the payee herein on the same or particularly described in said mortgage. L. Waters	c 250 00	ber 20th 1060		on March 20th	
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Upon the failure to pay any of the said installments, or interest thereon when the same becomes due, then the entire indebtedness, at the option of the holder may be declared be due and payable. The makers, sureties, endorsers and guarantors of the thereby scharally waive presentment for payment, notice of nonpayment, protest and notice thereby scharally waive presentment for the payment, and consent that time of payment may be extended without notice thereof to any of payment this note. It is further expressly agreed that if the note, after the maturity of any of the sureties of on the same or not, then and in that event to pay the owner or holder of this note ten per cent additional nortgage dated. July 11, 1960 To payments, above referred to, is placed in the banes of an attorney, for collection, whether suit is brought the principal and interest due thereon as attorney's fees for collection. This note is secured by chattel property more particularly described in said mortgage. Signed. L. Waters	\$ 250.00 on Janua	TV :20+2	\$ 250.00		
then the entire indebtedness, at the option of the holder may be declared by the due and payable. The makers, sureties, endorsers and guarantors of the hereby externally waive presentment for payment, notice of nonpayment, protest and notice thereby externally waive presentment for hereof and all right of exemption under the Continuous test, and the enforcing of payment property, and consent that time of payment may be extended without notice thereof to any of the sureties of payments, above referred to, is placed in the maturity of any of the installments or on the same or not, then and in that event to pay the owner or holder of this note ten per cent additional mortgage dated. July 11, 1960 The makers, sureties, at the option of the holder may be declared by the makers hereof to the payee herein on the same or not, then and in that event to pay the owner or holder of this note ten per cent additional mortgage dated. July 11, 1960 The makers hereof to the payee herein on the payee herein on the same or not the payee herein on the same or not the payee herein on the payee herein the pay		1901	\$ 4050.00	T 7 - 0 -	
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property, and consent that time of payment may be extended with the State of Alabama as to personal payments, above referred to, is placed that if this note; after the maturity of any of the installments of the principal and interest due thereon as attorney's fees for collection, whether suit is brought nortgage dated July 11, 1960 To payments, above referred to, is placed in the banes of an attorney, for collection, whether suit is brought of the principal and interest due thereon as attorney's fees for collection. This note ten per cent additional roperty more particularly described in said mortgage. L. Waters L. Waters	The makers, sureties,	at the option of the hold	ents, or interest the er may be declared	greon when the same be	Comec 1
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IdressL. Waters	the contract of the contract o	mortgage.		is nereof to the payee	herein on
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	ddress			L. Waters	

ADDITIONAL CHATTEL MORTGAGE

STATE OF ALABAMA	4.4. 11.4.	*		
COUNTY OF MOBILE	B/V'//1707		DDADUCTION CRED	- 465061471011
WHEREAS, the undersigned mortgagor executed and delivered to to of <u>BAY MINETIFE</u> , Alabama, as mortgagee, a mo	•		PRODUCTION CREDIT	1 ASSOCIATION,
securing the notes and debts described therein, which mortgage appears		•	·	BITE
County, Alabama, in Mortgage Book, at Page, at by mortgagor subsequent to the date of said mortgage were conveyed	, and in and by	the terms there	of livestock and other p	personalty acquir-
" ,				
WHEREAS, the undersigned mortgagor has since that date acquire specifically to identify as security for said debts.	a the livestock and	other personalty	nereinatter described	which he desires
NOW, THEREFORE, for and in consideration of the premises and mortgagee, the receipt of which is hereby acknowledged, and to further and additional loans, payment of which is secured thereby, and to secur or hereafter made within twenty-four (24) months after the date hereof, the livestock and other personalty conveyed in the above described mort mortgagee, and the following described livestock and personalty located	secure the payment of e the payment of any I hereby grant, bargo taage, and in all sup	of the principal n y other or further ain, sell, convey, polemental and a	ote described in said o loans to me by mortg and warrant unto said dditional mortgages ex	riginal mortgage, agee now existing mortgagee all of secuted by me to
14, Grade, Jersey Milch Cows, under	9 Van . 13	Maynag emeta		
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And the second of the second o		CERTIFIE	n true copy	,
		Δ1 ()	1 -01	
	В	y // W	proceso ac	
It is intended to convey hereby all livestock now owned by mortgage	or located at any pla	ce in said county	· whathar fully dansely	and because on mak
The original mortgage described above and each subsequent morta	age shall remain in f	ull force and effe	ct and all terms cond	itions sovenents
powers, warranties, and agreements contained in said original mortgage same effect as if fully copied herein.	are hereby made a	part of this instr	ument to the said ext	ent and with the
WITNESS my hand and seal this 28th day of Jul	у			
	Signed	1		
	()1()1()		L. Waters	(L. S.)
	April 1974			(L. S.)
STATE OF ALABAMA	***************************************			***************************************
MOBILE COUNTY				
I, the undersigned authority, in and for said county, in said state,	do hereby certify th	ot L. Wat	ers	
		· · · · · · · · · · · · · · · · · · ·		
whose namesigned to the foregoing conveyance and w			knowledged before me	
00/3		oluntarily on the	day the same bears	date.
Given under my hand this 28th day of Jul	4	4 /	, 19 <u>_60</u> _,	T
N. C	<u> </u>	1. Driv	ndr	, Notary Public
My Commission Expires	State	at Large, A	labama.	· · · · · · · · · · · · · · · · · · ·
STATE OF ALABAMA				
COUNTY OFFICE OF JU	DGE OF PROBATE		Λ	,
I hereby certify that the within moltgage was filed in this office for		day of	Ul gen	, 19 <u></u>
ato'clockM., and duly recorded in Bo	okv. Re v	WNSEN Mortgo	oges, Poge	K485
v interest of the second of th				
No. 752 - weathers - P		Judge	of Probate	
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I. Servenana				

BALDWIN COUNTY	CIRCUIT COURT
Any Sheriff of the State of Alabama:	
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on manded to Su	mmon Corte M. Northcutt
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appear within thirty days from the service	
anty at the place of holding the same, ther	ce of this writ, in the Circut Court to be held for sain and there to answer the complaint of Loamie W.
Plaintiff VS Corte	M. Northauth
	m. Northearr, Defendant
Witness my boats //	200
Witness my hand this/ day	of <u>March</u> , 1961
	Alica A- here to Clerk
	Clerk.
	MPLAINT
Loamie Waters	
	Corte M. Northcutt
Plaintiff	Vercue
mi.	Defe
ine plaintiff claims of the defenda	Versus Defendant
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Jean Cows (Gurnsey, Jean	ant the following personal property.
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No.	4626.	Pag	66
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THE STATE OF ALABAMA, BALDWIN COUNTY CIRCUIT COURT Flaintiff. VS. Defendant. Defendant. DETINUE SUMMONS AND COMPLAINT Filed MAR 10 1961, Clerk.			
	Loam	ie 200	aters
_Ca	este M	vs.	they,
			Defendant.
DET	NUE SUMMO	NS AND C	OMPLAINT
Filed	To the state of th		, 19
	MAR	10 1961	, Clerk.
C)	ALIGE J. D	IN CLERK July Registe	R

Plaintiff's Attorney

Defendant's Attorney

To The Sheriff of Said County:

thereof.

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention

Defendant lives at				0
Received in office	- ' '	:	1 1 1 1 1 1	·
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and 10 herfers.		4.2		:
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, Deputy Sheriff	12.	Cents pe TAYLOF	r mila T	otal
, Deputy Sheriff	BY .		PUTY SI	