

repts E41
LOAMIE WATERS,
PLAINTIFF
VS.
CORTE M. NORTHCUTT,
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

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 Associ-
ation of Bay Minette, a national farm loan association, herein-
after 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; that Mobile
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 Ear- mark
74	Grade, Dairy Jersey, Holstein, Guernsey	Under 10 Yrs.	Cows	Eartagged	
15	Grade, Dairy Jersey, Guernsey, Hol.	1 yr. to 18 mos.	Heif.	Eartagged	
15	Grade, Dairy Jersey, Guern., Hol.	2 yr. & up	Heif.	Eartagged	
3	Grade, Dairy Jersey, Guernsey		Calves		
2	Grade, Holstein		Bulls		
2	Grade, Jersey		Bulls		
14	Grade, Jersey Milch Cows,	under 8 yrs.	old		
2	Grade, Holstein Milch Cows,	under 8 yrs.	old		

II.

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:

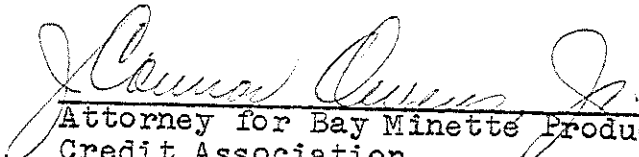
No.	Kind or Class	Breed	Age	Sex	Brand or Earmark
71	Grade, Dairy, Jersey, Guern., Holst.		under 10Yr.	Cows	Earmark
2	Holstein			Bulls	
10	Grade, Dairy, Jers., Guern. Host.			Heifers	Earmark

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 seq., 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.

3/15/61


 Judge

486623

CROP, LIVESTOCK AND DAIRY MORTGAGE

PERS
PROP 58 PAGE 777

THE UNDERSIGNED, hereinafter called Mortgagor, resident of MOBILE County, Alabama, is indebted unto the BAY MINETTE PRODUCTION CREDIT ASSOCIATION of BAY MINETTE Alabama, hereinafter called Mortgagee, in the sum of Sixty eight Hundred and no/100----- DOLLARS (\$6800.00) as evidenced by one promissory note of Mortgagor, bearing even date herewith, payable to Mortgagee, as follows:

\$ 250.00	due August 20th, 1960	\$ 250.00	due February 20th, 1961
\$ 250.00	due September 20th, 1960	\$ 250.00	due March 20th, 1961
\$ 250.00	due October 20th, 1960	\$ 250.00	due April 20th, 1961
\$ 250.00	due November 20th, 1960	\$ 250.00	due May 20th, 1961
\$ 250.00	due December 20th, 1960	\$ 250.00	due June 20th, 1961
\$ 250.00	due January 20th, 1961	\$ 4050.00	due July 20th, 1961

AND MAY BECOME FURTHER INDEBTED TO MORTGAGEE WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF; said

Notes and all indebtedness owing and to become owing hereunder to bear interest from date incurred at the rate of 7-3/4 per cent per annum and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby:

IN CONSIDERATION of the premises and One Dollar, receipt whereof is hereby acknowledged, AND TO SECURE THE PAYMENT OF SAID NOTES AND INDEBTEDNESS NOW OWING AND TO BECOME OWING WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF BY MORTGAGOR TO MORTGAGEE AND ALL OTHER INDEBTEDNESS PAYMENT OF WHICH IS HEREBY SECURED and the performance of all the obligations hereof, Mortgagor does hereby grant, bargain, sell, convey and warrant unto Mortgagee or assigns

(1) ALL CROPS of EVERYKIND including, but not limited to cotton, peanuts, potatoes, beans, tung nuts, and all other agricultural products, growing, to be grown, planted and grown, planted, to be planted, or produced by Mortgagor and by anyone for him or in which he may have any interest in MOBILE County, Alabama, during the year 1960, and also during the part, if any, remaining after the date of this Mortgage of the period from September 1 to December 31, inclusive, immediately preceding the first day of said year, and particularly upon that certain tract of land in said County, described as: THE FARM, containing 160 acres, owned by L. Waters and cultivated during said time by Mortgagor, located _____ miles rented of _____, ON, or _____ miles from _____ Public Road, bounded _____; On North by lands of _____; On South by lands of _____; On East by lands of _____; On West by lands of _____;

(2) 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,	Guernsey,	Holstein	Under 10 Yrs.	Cows Eartagged
15	Grade, Dairy Jersey,	Guernsey,	Holstein	1 Yr. to 18 Mos.	Heifers Eartagged
15	Grade, Dairy Jersey,	Guernsey,	Holstein	2 Yr & Up	Heifers Eartagged
3	Grade, Dairy Jersey,	Guernsey			Calves
2	Grade Holstein				Bulls
2	Grade Jersey				Bulls

STATE OF ALA. MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

JUL 18 2:17 PM '60

Recorded & \$ _____ Mtg. Tax
& \$ _____ deed tax has been
Pd. on this instrument.

V.R. Jansen

Judge of Probate

(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: 1-1956 2-blade disc plow ser 002294: 1-1956 7ft. Disc Harrow Ser. 42536

(4) ALL FEED AND ALL FEEDING, PASTURING, WATERING, 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.

Exhibit "A" 43

MORTGAGOR Agrees:

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.

WITNESSES:

L. Waters

-(L. S.)

STATE OF ALABAMA,
MOBILE COUNTY

I, F.N. Snowden, a Notary Public in and for said County, in said State, do hereby certify that L. Waters

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

F.N. Snowden

Notary Public.

State at Large _____ County, Alabama

STATE OF ALABAMA,
County.

XXXXXXXXXXXXXXXXXXXX OFFICE OF JUDGE OF PROBATE XXXXXXXXXXXXXXXXXXXX

I hereby certify that the within Mortgage was filed in this office for record on the _____ day of
 XXXXXXXXXXXXXXXX, A.D. 19XX, at XXXXXXXXXXXXXXXX o'clock, P.M., and duly recorded in Book _____
 of Mortgages, Page _____

Judge of Probate

CROP AND CHATTEL MORTGAGE

From

10

490435

ADDITIONAL CHATTEL MORTGAGE

PERS
PROP

61 PAGE 329

STATE OF ALABAMA

COUNTY OF MOBILE

WHEREAS, the undersigned mortgagor executed and delivered to the BAY MINETTE PRODUCTION CREDIT ASSOCIATION, of BAY MINETTE, Alabama, as mortgagee, a mortgage dated the 11th day of July, 19 60 securing the notes and debts described therein, which mortgage appears of record in the office of the Judge of Probate of MOBILE County, Alabama, in Mortgage Book _____, at Page _____, and in and by the terms thereof livestock and other personalty acquired by mortgagor subsequent to the date of said mortgage were conveyed, and

WHEREAS, the undersigned mortgagor has since that date acquired the livestock and other personalty hereinafter described which he desires specifically to identify as security for said 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 paid by said mortgagee, the receipt of which is hereby acknowledged, and to further secure the payment of the principal note described in said original mortgage, and additional loans, payment of which is secured thereby, and to secure the payment of any other or further loans to me by mortgagee now existing or hereafter made within thirty-six (36) months after the date hereof, I hereby grant, bargain, sell, convey, and warrant unto said mortgagee all of the livestock and other personalty conveyed in the above described mortgage, and in all supplemental and additional mortgages executed by me to mortgagee, and the following described livestock and personalty located on the land described in said original mortgage situated in said county, to-wit:

- 14, Grade, Jersey Milch Cows, under 8 Yrs. old.
- 2, Grade, Holstein Milch Cows, Under 8 Yrs. Old.

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

It is intended to convey hereby all livestock now owned by mortgagor, located at any place in said county, whether fully described herein or not.

The original mortgage described above and each subsequent mortgage shall remain in full force and effect, and all terms, conditions, covenants, powers, warranties, and agreements contained in said original mortgage are hereby made a part of this instrument to the said extent and with the same effect as if fully copied herein.

WITNESS my hand and seal this 28th day of July, 19 60.

X L. Waters (L. S.)
L. Waters (L. S.)

STATE OF ALABAMA

MOBILE COUNTY

I, the undersigned authority, in and for said county, in said state, do hereby certify that L. Waters

whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand this 28th day of July, 19 60.

My Commission Expires _____ F.N. Snowden, Notary Public
State at Large, Alabama.

STATE OF ALABAMA

OFFICE OF JUDGE OF PROBATE

_____ COUNTY

I hereby certify that the within mortgage was filed in this office for record on the _____ day of _____, 19 _____, at _____ o'clock _____ M., and duly recorded in Book _____ of Mortgages, Page _____.

Exhibit "B"

Judge of Probate

STATE OF ALABAMA

BALDWIN COUNTY

AFFIDAVIT

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 "C"

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

[Signature]

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

[Signature]
Notary Public-State at Large

FILED
MAR 14 1961
ALICE J. DUCK, CLERK
REGISTER

Received 16 March 1961
and on 17 of March 1961
served a copy of this within 3-15-61
on Corte M. Northcutt
John T. Duck 3-17-61
by service on _____

TAYLOR WILKINS, Sheriff
By W. O. Garner D. S.
Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY Garner
DEPUTY SHERIFF

*Freight 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

ALICE J. DUCK, CLERK
REGISTER

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

STATE OF ALABAMA }
Baldwin COUNTY }IN THE CIRCUIT COURT OF
Baldwin COUNTY

Before me, John V. Duck, a Notary Public in and for said County,
personally appeared before me, Loamie Waters, who being by me
duly sworn deposes and says that the property sued for in the complaint of Loamie Waters

filed in said Court, to-wit:
71 Milch cows (gurnsey, jerseys and mixed breeds of Holsteins and jerseys
1 holstein bull, 1 jersey bull, 10 heifers (gurnsey's jerseys and hol-
steins.

belongs to Loamie Waters, the plaintiff.

Loamie Waters
Loamie Waters

Sworn to and subscribed before me this 10th

day of March, 1961

John V. Duck
Notary Public

STATE OF ALABAMA }
Baldwin COUNTY }IN THE CIRCUIT COURT OF
Baldwin COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Loamie Waters,
Principal, and

M. O. Berglin and, Sureties, are held and

firmly bound unto Corte M. Northcutt, his heirs, executors and admin-
istrators in the sum of *One hundred fifty* Dollars,
for the payment of which we jointly and severally bind ourselves, our heirs, executors and adminis-
trators.

Sealed with our seals and dated the 10th day of March, 1961.

The condition of the above obligation is such that whereas, the above bound Loamie Waters
has on the 10th day of
March, 1961, sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said Corte M. Northcutt
for the recovery of the following

described property, to-wit:
71 Milch cows (gurnsey, jerseys and mixed breeds of Holsteins and
Jerseys)

1 holstein bull, 1 jersey bull, 10 heifers (gurnseys, jerseys and
holsteins

Now, if the said ~~Corte M. Northcutt~~ Loamie Waters shall fail in said suit
and shall pay to the said ~~Loamie Waters~~ Corte M. Northcutt, the defendant in
said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to
be void, otherwise, to remain in full force and effect.

Taken and approved this 10th day of
March, 1961

Loamie Waters (SEAL)

M O Berglin (SEAL)

John V. Duck
Clerk, Circuit Court

(SEAL)

LOAMIE WATERS,

Plaintiff,

VS.

CORTE M. NORTHCUTT,

Defendant.

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

AT LAW NO. 4626

PLEA

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

1. Not guilty.


Attorney for Defendant

FILED
MAR 27 1961
ALICE J. DUCK, Clerk

The State of Alabama, {

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

BAY MINETTE PRODUCTION CREDIT ASSOCIATION, a National Farm Loan Association

and _____

are held and firmly bound unto LOAMIE WATERSin the sum of FORTY THOUSAND & NO/100 Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.Sealed with our seals and dated this 20 day of March 1961

The condition of the above obligation is such that whereas the said _____

BAY MINETTE PRODUCTION CREDIT ASSOCIATION did, on the 15 dayof MARCH 1961 sworn out of the CIRCUIT Court of BALDWIN

~~XXXXXX~~ directed to any Sheriff of said State and commanding him to take into his possession the
 AN affidavit claiming property hereinafter described
 following property, to-wit:

NO.	KIND OR CLASS	BREED	AGE	SEX	BRAND OR EARMARK
71	Grade, Dairy, Jersey, Guern., Holstein		Under 10 Yr	Cows	Earmark
2	Holstein			Bulls	
10	Grade, Dairy, Jersey, Guern., Holstein			Heifers	Earmark

affadavit

which said ~~writ~~ was placed in the hands of Taylor WilkinsSheriff of Baldwin County, Alabama, on the 10th day of March, 1961,and executed by him on the 11th day of March, 1961, by taking into his possession the following property, to-wit:

NO.	KIND OR CLASS	BREED	AGE	SEX	BRAND OR EARMARK
71	Grade, Dairy, Jersey, Guern., Holstein		under 10 Yr	Cows	Earmark
2	Holstein			Bulls	
10	Grade, Dairy, Jersey, Guern., Holstein			Heifers	Earmark

And whereas the above bound BAY MINETTE PRODUCTION CREDIT ASSOCIATION,

Claimant ~~XXXXXXXX~~ in said suit, has, within five days from the execution of said writ, entered into and executed this bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said Bay Minette Production Credit Association is cast in said suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to remain in full force and effect.

BAY MINETTE PRODUCTION CREDIT ASSOCIATION

BY W. W. Stodgely (SEAL)
Vice PresidentATTEST: [Signature] (SEAL)
Secretary-TreasurerTaken and approved this 20th day of March 1961Taylor Wilkins
Sheriff, Baldwin County, Ala.

JOHN V. DUCK

ATTORNEY AT LAW

FAIRHOPE, ALA.

May 24, 1961

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

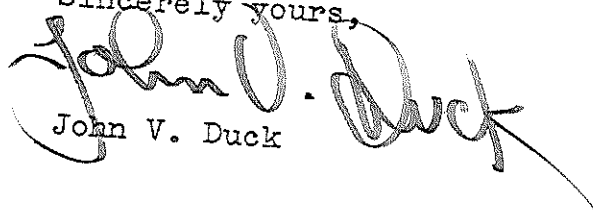
Re: Loamie Waters
-VS-
Corte Northcutt

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,


John V. Duck

JVD;ems

\$10.00

LOAMIE WATERS,)	IN THE
)	
Plaintiff,)	CIRCUIT COURT OF BALDWIN COUNTY,
)	
VS.)	ALABAMA.
)	
C. M. NORTHCUTT,)	
)	
Defendant.)	
)	
)	

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 you 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 you 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.

Q. 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. Waters 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.

Q. 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 security, retain and use same and therewith cultivate, harvest and sell said Crops, and payment of all expense incident thereto 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 kept 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. ERNEST 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, would be 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.

C E R T I F I C A T E:

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.

Louise Ausubert
Court Reporter

CROP, LIVESTOCK AND DAIRY MORTGAGE

16557

THE UNDERSIGNED, hereinafter called Mortgagor, resident of MOBILE County, Alabama, is indebted unto the BAY MINETTE PRODUCTION CREDIT ASSOCIATION of BAY MINETTE, Alabama, hereinafter called Mortgagee, in the sum of Sixty Eight Hundred and no/100 DOLLARS (\$ 6800.00) as evidenced by one promissory note of Mortgagor, bearing even date herewith, payable to Mortgagee, as follows:

\$ <u>250.00</u>	due <u>August</u>	<u>20th. 1960</u>	\$ <u>250.00</u>	due <u>February</u>	<u>20th. 1961</u>
\$ <u>250.00</u>	due <u>September</u>	<u>20th. 1960</u>	\$ <u>250.00</u>	due <u>March</u>	<u>20th. 1961</u>
\$ <u>250.00</u>	due <u>October</u>	<u>20th. 1960</u>	\$ <u>250.00</u>	due <u>April</u>	<u>20th. 1961</u>
\$ <u>250.00</u>	due <u>November</u>	<u>20th. 1960</u>	\$ <u>250.00</u>	due <u>May</u>	<u>20th. 1961</u>
\$ <u>250.00</u>	due <u>December</u>	<u>20th. 1960</u>	\$ <u>250.00</u>	due <u>June</u>	<u>20th. 1961</u>
\$ <u>250.00</u>	due <u>January</u>	<u>20th. 1961</u>	\$ <u>4050.00</u>	due <u>July</u>	<u>20th. 1961</u>

AND MAY BECOME FURTHER INDEBTED TO MORTGAGEE WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF; said

Notes and all indebtedness owing and to become owing hereunder to bear interest from date incurred at the rate of 7-3/4 per cent per annum and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby:

IN CONSIDERATION of the premises and One Dollar, receipt whereof is hereby acknowledged, AND TO SECURE THE PAYMENT OF SAID NOTES AND INDEBTEDNESS NOW OWING AND TO BECOME OWING WITHIN EIGHTEEN MONTHS AFTER THE DATE HEREOF BY MORTGAGOR TO MORTGAGEE AND ALL OTHER INDEBTEDNESS PAYMENT OF WHICH IS HEREBY SECURED and the performance of all the obligations hereof, Mortgagor does hereby grant, bargain, sell, convey and warrant unto Mortgagee or assigns

(1) ALL CROPS of EVERYKIND including, but not limited to cotton, peanuts, potatoes, beans, tung nuts, and all other agricultural products, growing, to be grown, planted and grown, planted, to be planted, or produced by Mortgagor and by anyone for him or in which he may have any interest in MOBILE County, Alabama, during the year 19 60, and also during the part, if any, remaining after the date of this Mortgage of the period from September 1 to December 31, inclusive, immediately preceding the first day of said year, and particularly upon that certain tract of land in said County, described as: THE FARM, containing 160 acres, owned by L. Waters and cultivated during said time by Mortgagor, located rented miles of , ON, or miles from Public Road, bounded

On North by lands of ; On South by lands of ;
On East by lands of ; On West by lands of ;

(2) 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, Guernsey, Holstein	Under 10 Yrs.	Cows	Eartagged
15	Grade, Dairy	Jersey, Guernsey, Holstein	1 Yr. to 18 Mos.	Heifers	Eartagged
15	Grade, Dairy	Jersey, Guernsey, Holstein	2 Yr & Up	Heifers	Eartagged
3	Grade, Dairy	Jerzey, Guernsey		Calves	
2	Grade,	Holstein		Bulls	
2	Grade,	Jersey		Bulls	

CERTIFIED TRUE COPY

By J. H. Snowden

(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 disc plow ser. 002291, 1- Ferg. 7 Ft. Disc Harrow, Ser. 12536
(4) ALL FEED AND ALL FEEDING, PASTURING, WATERING, 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 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 and seal of said Mortgagor on this 11th day of July, 19 60

WITNESSES:

SIGNED:

L. Waters (L. S.)

(L. S.)

STATE OF ALABAMA,

MOBILE

COUNTY

I, F. N. SNOWDEN

L. WATERS

, a Notary Public in and for said

County, in said State, do hereby certify that

whose name IS signed to the foregoing conveyance, and who IS known to me, acknowledged before me on this day, that being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 11 day of July, 19 60

F. N. Snowden

State at Large

Notary Public.

County, Alabama

STATE OF ALABAMA,

County.

OFFICE OF JUDGE OF PROBATE

I hereby certify that the within Mortgage was filed in this office for record on the JUL 18 1960 day of July, A. D., 1960, at 11 o'clock, P. M., and duly recorded in Book 180 of Mortgages, Page 180.

Judge of Probate

CROP AND CHATTEL
MORTGAGE

From

L. Waters

Rt. 2, Wilmer, Alabama

To

Bay Minette Production Credit Assn.

P O Box 180

Bay Minette, Alabama.

INSTALLMENT NOTE

\$ 6800.00

July 11

19 60

For value received, I, we or either of us promise to pay to the order of the BAY MINETTE
PRODUCTION CREDIT ASSOCIATION of BAY MINETTE, ALABAMA, the sum of
SIXTY-EIGHT HUNDRED & NO/100 Dollars (\$ 6800.00)
 with interest at the rate of 7 3/4 % per annum from date, until paid, payable at its office in the City
 of BAY MINETTE, Alabama, in installments as follows, to-wit:

\$ 250.00	on August 20th	1960	\$ 250.00	on February 20th	19 61
\$ 250.00	on September 20th	1960	\$ 250.00	on March 20th	19 61
\$ 250.00	on October 20th	1960	\$ 250.00	on April 20th	19 61
\$ 250.00	on November 20th	1960	\$ 250.00	on May 20th	19 61
\$ 250.00	on December 20th	1960	\$ 250.00	on June 20th	19 61
\$ 250.00	on January 20th	1961	\$ 4050.00	on July 20th	19 61

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 to be due and payable.

The makers, sureties, endorsers and guarantors of this note hereby severally waive presentment for payment, notice of nonpayment, protest and notice of dishonor, and diligence in the enforcing of payment hereof and all right of exemption under the Constitution and laws of the State of Alabama as to personal property, and consent that time of payment may be extended without notice thereof to any of the sureties of this note. It is further expressly agreed that if this note, after the maturity of any of the installments or payments, above referred to, is placed in the hands of an attorney, for collection, whether suit is brought on the same or not, then and in that event to pay the owner or holder of this note ten per cent additional of the principal and interest due thereon as attorney's fees for collection. This note is secured by chattel

mortgage dated July 11, 1960; executed by the makers hereof to the payee herein on property more particularly described in said mortgage.

No. _____

Due _____

Address _____

Signed: _____

L. Waters

ADDITIONAL CHATTEL MORTGAGE

STATE OF ALABAMA

COUNTY OF MOBILE

WHEREAS, the undersigned mortgagor executed and delivered to the BAY MINETTE PRODUCTION CREDIT ASSOCIATION, of BAY MINETTE, Alabama, as mortgagee, a mortgage dated the 11th day of July, 19 60 securing the notes and debts described therein, which mortgage appears of record in the office of the Judge of Probate of MOBILE County, Alabama, in Mortgage Book _____, at Page _____, and in and by the terms thereof livestock and other personalty acquired by mortgagor subsequent to the date of said mortgage were conveyed, and

WHEREAS, the undersigned mortgagor has since that date acquired the livestock and other personalty hereinafter described which he desires specifically to identify as security for said 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 paid by said mortgagee, the receipt of which is hereby acknowledged, and to further secure the payment of the principal note described in said original mortgage, and additional loans, payment of which is secured thereby, and to secure the payment of any other or further loans to me by mortgagee now existing or hereafter made within twenty-four (24) months after the date hereof, I hereby grant, bargain, sell, convey, and warrant unto said mortgagee all of the livestock and other personalty conveyed in the above described mortgage, and in all supplemental and additional mortgages executed by me to mortgagee, and the following described livestock and personalty located on the land described in said original mortgage situated in said county, to-wit:

14, Grade, Jersey Milch Cows, under 8 Yrs. old.
2, Grade, Holstein Milch Cows, Under 8 Yrs. Old.

CERTIFIED TRUE COPY

By J. M. Snowden

It is intended to convey hereby all livestock now owned by mortgagor, located at any place in said county, whether fully described herein or not.

The original mortgage described above and each subsequent mortgage shall remain in full force and effect, and all terms, conditions, covenants, powers, warranties, and agreements contained in said original mortgage are hereby made a part of this instrument to the said extent and with the same effect as if fully copied herein.

WITNESS my hand and seal this 28th day of July, 19 60.

Signed: _____ (L. S.)
L. Waters (L. S.)

STATE OF ALABAMA

MOBILE COUNTY

I, the undersigned authority, in and for said county, in said state, do hereby certify that L. Waters

whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of this conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand this 28th day of July, 19 60.

My Commission Expires _____

J. M. Snowden, Notary Public
 State at Large, Alabama.

STATE OF ALABAMA

OFFICE OF JUDGE OF PROBATE

COUNTY

I hereby certify that the within mortgage was filed in this office for record on the 9 day of August, 19 60 at _____ o'clock _____ M., and duly recorded in Book 49C425 of Mortgages, Page 49C425

V. R. JANSEN

Judge of Probate

Aug 9 12 47 PM '60

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

No. _____

To Any Sheriff of the State of Alabama: _____, 19____

You Are Hereby Commanded to Summon Corte M. Northcutt

to appear within thirty days from the service of this writ, in the Circuit Court to be held for said
County at the place of holding the same, then and there to answer the complaint of Loamie Waters
Plaintiff VS Corte M. Northcutt, Defendant

Witness my hand this 10 day of March, 1961

Alfred. Duck, Clerk.

COMPLAINT

Loamie Waters

Corte M. Northcutt

Plaintiff Versus Defendant

The plaintiff claims of the defendant the following personal property, to-wit:

71 milch cows (Gurnsey, Jearseys and mixed breeds of Holsteins
and Jerseys)

1 holstein bull, 1 jersey bull, 10 heifers (gurnseys, jerseys
and holsteins)

with the value of the hire or use thereof during the detention, to-wit:

from March 7th, 1961, to March 10, 1961

John D. Duck, Plaintiff's Attorney.

No. 4626.

Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Loamie Waters

Plaintiff.

VS.

Corte M. Northcutt

Defendant.

DETINUE SUMMONS AND COMPLAINT

Filed

FILED

19

MAR 10 1961

Clerk.

ALICE J. DUCK, CLERK
REGISTER

37

Plaintiff's Attorney

Defendant's Attorney

To The Sheriff of Said County:

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 thereof.

Alice J. Duck, Clerk.
3-11-61

Defendant lives at

Received in office

19

Sheriff.

I have executed this summons

this 3 - 11, 1961

by leaving a copy with

Corte Northcutt and
taking into my
possession 70 head
of cattle, 2 bulls
and 10 heifers.

Third party Claimant
filed claim, namely Bay Minette Production
Credit Association who made replevy bond
Taylor Wilkins, Sheriff

Deputy Sheriff

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

50 mi Rosington