In The County Court of Shelby County, Columbiana Alabama.
In Re - - I - In The Equity Side Said Court.
Lee Honeycutt - Complainant vs - Sam Lit Defendant.
To the Honorable the Judge of the Said Court:
Your Complainant would state and show your Honor the following state of facts for the relief herein prayed for and which is herein ~~alleged~~ alleged against Defendant Sam Lit:
1st Complainant is over the age of twenty one years, the Defendant, Sam Lit is over the age of twenty one years, both the Complainant and Defendant are resident citizens of the County of Shelby, State of Alabama, domiciled at Maylene said County and State.
2nd Orator would show your Honor, October 11th 1911, complainant made and executed to Sam Lit the defendant a mortgage against the following real estate, viz: The North half of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 28, and the West half of the Northwest 1/4 of Section 27, all in Township twenty six South of range three West, containing two hundred acres. Which said mortgage was given and executed to said Defendant for the sum of one thousand two hundred eighty three and 08/100 Dollars, to be paid as follows: $425. October 10th 1912, $425. October 10th 1913, $433.08. October 10th 1914 with interest at 8% per annum.
The Complainant would show your Honor that on the 20th day of December 1912 this Complainant paid to the Defendant Sam Lit, $459. that prior thereto and for several months prior thereto, complainant sold and contracted to the Defendant his timber on the above named and described lands for the sum of one thousand dollars, that up to December 20th 1912 the Complainant had and kept a running account for farming supplies and groceries with defendant, and to secure the same defendant required Complainant to keep Defendant secured by chattel mortgage, which Complainant had paid and discharged in full, and in his behalf as will herein appear, and as he will herein show your Honor, Complainant had purchased

to Defendant, that after the aforesaid mortgage had been executed against complainant's real estate, it was ascertained that the same was defective and void, and the defendant, to make himself secure and to keep said security good, while complainant was sick and unable to be out of his house, defendant, talked and persuaded complainant into giving and executing to him two other mortgages against said lands, but since the same have been executed, said Sam Lit, defendant has refused to credit complainant with any payments, but holds and demands of complainant the payment of each of the two said notes, due respectively October 10th 1913, and October 10th 1914, and refuses to credit complainant with any payments made, Orator would show your Honor that said two last mortgages were signed and executed to said Sam Lit, defendant December 20th 1913, and which have been placed on record in the Probate Office of the County of Shelby and said State, that Defendant had made out and drafted said notes for a great deal more than was due on said notes and covered by the former said void mortgage, and prior to making the said two last mortgages, defendant stated to and told complainant that as soon as he was able to be out and could get together that they would have a settlement and that complainant should have credit for everything he had paid, and that if he had paid up the paid debt and whatever had been paid complainant should then have full credit for the same, but since the said papers have been executed and recorded as aforesaid, defendant has refused to make any settlement with complainant or acknowledge that complainant is entitle to any credit for any sum, but on the contrary the defendant has placed his papers, two last said mortgages and notes in the hands of attorneys at Columbiana, said County and State and have advertised the complainant's lands for sale under the said mortgages.

3rd Orator would show your Honor that he is an illiterate man unable to read or write that the defendant is a shrewd business man a very plausible talker, and that to procure the said papers defendant used every means at his hands to overpersuade complainant and to lead him to believe he should be treated fairly and have his credits to procure the complainant to sign and execute the said two last mortgages named and stated in the second paragraph in this bill, that in the early part of October 1913, complainant sought some adjustment of the matters between complainant and the Defendant, and every time complainant would offer any settlement with defendant he would curse and abuse complainant and talk so rough and threatening to him that complainant was unable to get any satisfaction from the Defendant at all, The complainant would show your Honor that he is an old colored man and would show your Honor that he is unable to defend himself against defendant or against any personal injury he desired to

inflict on him, that to avoid personal injury or abuse from Defendant, he being an able body, well developed white man, and very much younger than complainant, complainant employed an attorney Pinkney Scott of Bessemer, Jefferson County Alabama, to see defendant and make some effort to settle the matters between complainant and the defendant, but the defendant refused to make any settlement or state what he claimed of complainant, but stated it to be something like one thousand and forty dollars due him now, or October 10th 1912, and that he refused to show him his papers or his claim and refused to state to him what he demanded but later the Defendant mailed to said Attorney for complainant a statement demanding that he be paid $499.68 for the note to fall due October 10th 1912, two dollars for filing papers and four and 25/100 dollars for recording fees and $529.94 for the note due October 10th 1914, that in a prior statement to the Complainant he may demanded of complainant $502.81 which is shown by his written statements but under any calculation whatever, Complainant cannot owe the defendant any sum equal to or equivalent to his first demand, and in no sense the sum he claimed to be due in his last statement made and rendered to Complainant's attorney as aforesaid, but the Complainant would show your Honor that since complainant has been dealing with defendant that he now can show your Honor has made false charges against him and made claims against him which were unjust and unfair to defraud and cheat complainant and has taken complainants money and fined to pease to complainants credit as he should have done, and that he is trying now to have this complainants homestead sold from under the complainant and using the last two mortgages to cheat and defraud Complainant of his real estate and homestead, complainant would show your Honor that if he is granted an accounting that he will be able to show that he has overpaid Sam Litt, defendant and that in Justice and Equity he does not owe him one cent, but this Complainant offers and states it to your Honor that if after said accounting and a hearing is granted to this Complainant, it is ascertained that Complainant owes defendant any sum whatever, that he is ready, able and willing to pay and discharge said sum and whatever is equitably due and owing to the said Sam Litt, defendant, complainant would show your Honor that if he is granted a hearing and true accounting against the defendant, that it will be seen and complainant says it is true that complainant has overpaid the defendant as much as two hundred to two hundred and fifty dollars, that there has been numerous and sundry items paid to the Defendant which has never been credited to any papers or account of this Complainant and which said defendant refuses to give account for

Orator would show your Honor that the timber sold and contracted to the Sam Lit, is worth more than one thousand dollars, and that Sam Lit told this complainant that it was well worth that and more, and that complainant was reluctant to contract it or sell it to defendant, but he stated and made the assertion that he would protect complainant and see that he had credit for the same, but since that time he has refused to credit the complainant for any sum on that account, but now trying in every way he can to force a sale of the complainant's lands to enable him to take not only the timber but the entire homestead tract from under complainant, and without compensation of any kind to complainant. Complainant would show your Honor that his lands are very valuable, most of the two hundred acres described and set out above being in a high state of cultivation and which produces good crops, that in addition to setting out unlawful charges against the complainant, defendant now claims of the complainants attorneys fees, fees for filing papers unlawful recording fees, and such charges but complainant would show your Honor that if it should be ascertained on an accounting that this complainant is due and owing to the defendant any sum complainant has offered and proposed to pay the defendant any sum due him, but he refused to accept anything whatever unless he was paid the unlawful charges, and just such sum as he demanded, and as stated to your Honor aforesaid.

These premises considered, complainant would now pray your Honor, that a restraining order be granted against said Lit, the defendant in his bill of complaint, that he be restrained from selling or foreclosing the said mortgage against the lands of the complainant, that your Honor issue to the said Sam Lit a summons requiring him to appear, plead, answer or demur to this bill of complaint within the time required by law, that upon the hearing and under the facts in this case, that there be taken a strict account of everything charged against complainant by the said Sam Lit that there be credited to and for this complainant all sums paid the said Sam Lit, including one thousand Dollars for the timber sold and contracted to the said Sam Lit, that after said accounting be taken, that then there be ascertained whether complainant has ever paid the said Sam Lit and if it be so ascertained that the two said notes and mortgages have been fully satisfied and paid that the same be cancelled and annulled and decreed to be satisfied and discharged by your Honor, that if after taking and making the said accounting between Sam Lit and the complainant it be ascertained that complainant has been paid said debts and notes and mortgages, then complainant prays a judgment be rendered against the said Sam Lit said sum so ascertained

which Complainant prays may be decreed in his favor by your Honor, Complainant doth pray for such other general relief as the facts may warrant in this case and for which he will ever pray.

Scott and Aldridge.
Solicitors for Complainant

Note: The Defendant Sam Lit is hereby required to make full complete and detailed answers to each and every allegation in this bill, from paragraph one to three inclusive, but not under oath, answer under oath is hereby waived. Defendant is required to render with his answer an itemized statement of every item purchased of him by the complainant for the past three years, to here attach copies and original deeds and papers executed to him by complainant of every kind and character made and executed to Sam Lit the Complainant in the past three years. These papers or copies must be verified as true and correct.

Scott and Aldridge (Solicitors for Complainant)

The State of Alabama } I hereby certify that the within conveyance
Shelby County } was filed in this office for record Oct. 29, 1913 at 4 o'clock P.M. and recorded in Deed Record 56 page 352 and examined.

A. P. Longshore, Judge of Probate.