COPY DECREE IN BANKRUPTCY

ORDER THAT MAE O. RICKMAN MORTGAGEE, HAS LEAVE TO FORECLOSE CERTAIN MORTGAGE HELD BY HER VS THE BANKRUPT ON LANDS IN SHELBY AND JEFFERSON COUNTY & RELEASE BY TRUSTEESOF ALLHIS INTEREST IN LANDS COVERED BY SAID MORTGAGE.

Filed in Clerk's Office,
June 23, 1925
W. S. Lovell Clerk

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DIVISION OF THE NORTHERN DISTRICT OF ALABAMA.

IN THE MATTER OF GEORGE WILLIAMS,

Bankrupt

IN BANKRUPTCY No 20432

At Birmingham, Alabama, in said District on the 8th day of January 1924. Before Edmund H. Dryer Referee in Bankruptcy:

It appearing in this proceeding that, dated August 2nd 1921, the bankrupt, George A. Williams, and his wife Ellen L. Williams, executed to Mae O. Rickman, that certain mortagage which is recorded in the Probate Office of Jefferson County, Alabama, in Volume 1118 on page 375, and is recorded in the Probate Office of Shelby County, Alabama in Volume 132 at page 117, covering lands in the said counties of Jefferson and Shelby, in the State of Alabama, in said mortgage particularly described, and that the unpaid balance owing upon the said mortgage, with interest and attorney's fees, now amounts to \$851.68 which is in excess of the value of the said lands covered by the said mortgage.

And it furtherappearing and being known to the satisfaction of the court that the mortgagers and the mortgage in the said mortgage, by mutual mistake, made an error in the description in writing the said mortgage in that where the words

"West half of southeast quarter"

appear, the words

"West half of southwest Quarter"

should appear. and that as between the mortgagors and the mortgagee the said mortgage should now be reformed so that the description will appear as hereinafter written.

And the trustee in bankruptcy in this proceeding now appearing in open court and agreeing to sell to the said mortgagee, Mae O. Rickman, all of his right, title, interest and estate as such Trustee in bankruptcy in and to the said lands, hereinafter described, at and for the price of \$10.00 which the said Mae O. Rickman agrees to pay, and does now pay to the said trustee,

It is thereupon, by the court considered and ordered as follows:

1. The said mortgage is now reformed so that the description of the property covered thereby reads as follows:

An undivided one half interest in the east half of the southeast quarter of Sec. 3, Tp. 24, Range 12 east, west half of southwest quarter and all that part of southwest quarter of northwest quarter, that is on the south side of the Montevallo and Calera Pike Road, in Section 2, Township 24, Range 12 east, situated in Shelby County, Alabama, Also the southeast quarter of the southeast quarter of Section 22, Township 17, Range 1 east, known as the J. M. Horan forty acres near Leeds, situated in Jefferson County, Alabama.

- 2. The Trustee in Bamkruptcy sells allhis right, title, interest and estate as such trustee, in and to the lands hereinabove described to the said mortgagee, the said Mae O.Rickman, for the said sum of \$10.00 cash, paid, and he will execute a deed to her accordingly.
- 3. The said mortgagee, Mae O.Rickman, is given the right and privilege to proceed to foreclose her said mortgage according to its terms.

Copy to

Robert G. Messer, Trustee 607-12 Jefferson County Bank Bldg. City Edmund H.Dryer Referee in Bankruptcy

Burgin & Copeland Attys. (2 copies with return of mortgage) 1007 Jefferson County Bank Bldg. City

Endorsed:

Filed January 8th 1924 at 4 P.M. Edmund H. Dryer, Referee

PETITION OF MAE O. RICKMAN FOR FORECLOSURE OF MORTGAGE ON REAL ESTATE

Filed in Clerk's Office, June 23, 1925
W.S. Lovell, Clerk

IN THE DISTRICT COURT OF THE UNITED STATES, FOR THE SCUTHERN DIVISION OF THE NORTHERN DISTRICT OF ALABAMA

IN THE MATTER OF GEORGE A. WILLIAMS

Bankrupt

IN BANKRUPTCY, No. 20432

TO THE HONORABLE EDITUND H.DRYER, REFEREE:

Now comes Mae O. Rickman, by her A ttorneys Burgin & Copeland, and filedthis, her petition and avers:

- (1) That heretofore on, to-wit: the 24th day of September 1923, the said George A.Williams, was duly adjudged a Bankrupt in this Honorable $^{\text{C}}_{\text{O}}$ urt, and the cause referred to your Honor, as $^{\text{R}}_{\text{O}}$ eferee in Bankruptcy.
- (2) That thereafter and heretofore on to-wit: the 30th day of October, 1923, one Robert G.Messer, was duly appointed Trustee in Bankruptcy of the estate of the said George A. Williams. Bankrupt, and thereafter on to-wit: the 31st. day of October, 1923, qualified as Trustee, as provided by the law.
- owned by him at the time of the filing of the petition in bankruptcy, certain real estate described therein as undivided half interest in 160 acres of land near Montevallo Shelby County, Alabama; and "40 acres land known as the J.M. Horan 40 acres, near Leeds Alabama."

And Petitioner avers that said real estate is the same as that more particularly described respectively as

"An undivided one half interest in the east half of the southeast quarter of Section 3, Township 24, Range 12 east; west half of southwest quarter and all that part of southwest quarter of northwest quarter that is on the south side of the Montevallo and Calera Pipe Road in Section 2, township 24, range 12 east, situated in Shelby County, Alabama"; and

"The southeast quarter of the southeast quarter of Section 22, Township 17, Range least, known as the J. M. Horan forty acres near Leeds, situated in Jefferson County, Alabama."

- (4) That heretofore and prior to the filing of the petition in Bankruptcy, of the above named bankrupt, the said George A. Williams and Ellen L.Williams, his wife, to secure a certain indebtedness in the sum of \$348.00 then due and owing by the said George A. Williams,, to your petitioner, on to-wit: the 2nd day of August 1931, conveyed the said real property, as more particularly described he einabove, by executing a mortgage on and to the said real estate, which said instrument is attached hereto, marked "Exhibit A" and made a part hereof, as if set out herein, in full.
- and owing and unpaid, in whole or in part, at the time of the filing of the said petition in bankruptcy of the above named bankrupt, the said George A. Williams.

- (6) That in said mortgage conveyance, and by the terms and provisions thereof, it was provided that if the said George A. Williams, failed to pay the said indebtedness in whole or in part, at maturity, then your Petitioner, the mortgagee of said instrument, the said Eae O. Rickman, her agents, or assigns, are authorized to take possession of the said property, and after giving due and legal notice, as more fully appears in said mortgage, to sell the same at auction, to the highest bidder for cash, as provided by law, and as more fully appears in said mortgage, and the proceeds to devote to the paying, first, the expense of advertising and selling, and the payment of a reasonable attorney's fee, for foreclosing the said mortgage, and, second, the amount of the interest that may be due on said indebtedness and the surplus, if any to be turned over to the said George A. Williams, and the mortgagee, the said Mae O. Rickman, your petitioner, or her assigns, are authorized to bid, and become the purchaser at said sale.
- (7) And your petitioner further avers that the said mortgage was filed for record in the office of the Judge of Probate of Shelby County, Alabama, and also in the office of the Judge of Probate of Jefferson County, Alabama, respectively, on to-wit: Feb. 27, 1922, and December 30, 1921, and recorded respectively, in the said offices, at Vol. 132, page 117, and at Vol. 1118, at page 375.
- (8) And your petitioner, avers that said indebtedness and said note evidencing same, and the said mortgage securing said indebtedness have not been assignsed and transferred, or otherwise disposed of by your said petitioner, and are still owned by her.

WHEREFORE, Petitioner prays that this, her petition, be set down for hearing, and the said Robert G. Messer, Trustee in Bankruptcy of the estate of the said George A. Williams, and of the creditors of the said Bankrupt in Bankruptcy, and all parties in interest be made parties to this proceeding, and that they all be tiven proper notice of the said proceeding, and hearing therein, and upon the said petition coming on to be heard, this Hanorable Court will order, adjudge and decree that your Petitioner has a lien on said real estate, by virtue of said mortgage, and is entitled to be paid the full amount of the said indebtedness, principal, \$648.00 and interest thereon,

event that in the opinion of the said trustee, there is in said real estate a substantial equity in the Bankrupt $^{\rm E}$ state; and is entitled to foreclose said mortgage, under the terms and provisions thereof, and to the passession of said real estate, for the purpose of said foreclosure, in the event that in the opinion of the said Trustee in Bankruptcy, there is no such equity in the said Bankrupt Estate. And that the said trustee be required to eledt whether to pay over to your Petitioner, the said sum \$851.68 or to deliver possession of said real estate to your Petitioner, and according as the said Trustee elect, that your Honor will make the appropriate order; and that in the event that in the opinion of the said Trustee, there is no such equity in the said real estate in the said Bankrupt Estate, your Honor will give leave to your Petitioner to foreclose the said mortgage, under its provisions And petitioner prays for such other, further and different relief as she and terms. may be entitled to in the premises.

Endorsed; FiledJanuary 8th 1924 Edmund H. Dryer, Referee Burgin & Copeland
Attorneys for Petitioner
Mae O. Rickman
1007-1010 Age Heraldn Bldg. City.

DISTRICT COURT OF THE UNITED STATES OF AMERICA NORTHERN DISTRICT OF ALABAMA

I, W. S. Lovell, Clerk of the District Court of the United States of America in and for said Division of said District, do hereby certify that the foregoing is a true, full, and complete copy of the order that Mae O. Rickman, Mortgages has leave to foreclose certain mortgage held by her VS The Bankrupt on lands in Shelby and Jefferson County & release by Trustee of all his interest in lands covered by said mortgage and the Petition of Mae O. Rickman for foreclosure of mortgage on real estate, as fully as the same does appear of record in my office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed the seal of said court, at office in the City of Birmingham, in said District. this 7th day of May 1931.

W.S. Lovell Clerk of the U.S. District Court.

THE STATE OF ALABAMA)
SHELBY COUNTY)

I hereby certify that the within instrument was filed in this office for record June 3rd. 1931 at 9 oclock A.M. and recorded in Deed record 92 page 369 and examined.

Cage Head--Judge of Probate