

ABSTRACT
OF
TITLE
TO

THE FOLLOWING DESCRIBED LANDS IN BALDWIN COUNTY,
ALABAMA, to-wit:

LOTS Numbered 28 and 29 in FAIRHOPE ACRES, as
per Map thereof recorded in Map Book 4, Page
84 of the Probate Records of Baldwin County,
Alabama.

ABSTRACT NUMBER 2276

Compiled by

FAIRHOPE TITLE & SURVEY COMPANY

Fairhope, Alabama.

for

Mr. Houston B. Wilson

United States of America
By Martin Van Buren
President

INSTRUMENT: Patent (Certified copy)
DATED: 2 January, 1839
FILED: 14 July, 1902

TO

RECORDED: Deed Book 5 NS. page 289-90

Laurent Millaudon

ACKNOWLEDGED by M. Van Buren, Jr.,
Secy: H. M. Garland, recorded of
General Lan Office.

CONSIDERATION:
Certificate #7292

CONVEYS:

"For the West half of section twenty-three, in Township
Six south of range two east in the district of lands
subject to sale at St. Stephens, Alabama, containing
three hundred and twenty acres, and forty-four hundredths
of an acre."

ABTRACTER'S NOTE

In the preceding pages of this abstract we have shown the lands described in the Caption hereof passing from the United States to Private hands.

We now by instruction assume title to be well vested in John Bowens of August 23, 1884 and bring title down to date as of certificate hereto.

John Bowen,
Deceased

Estate of

INSTRUMENT: Will
DATED 23 August, 1884

RECORDED Wills 6, page 284

The will of John Bowen, dated Aug. 23rd, 1884, duly Probated and recorded in Book #6 (6) of Wills, page 284 etc. Mobile Co. Ala. bequeaths no real estate. Appoints Charles Torrey, his son-in-law and Charles D. Webb, both of Boston, Mass., Executors of the will, without Bond, and with full power to sell any property of the estate without an order of court. Also provides that one of the executors shall have all the powers granted in case of death or resignation of either. The distributees under the Will are; Adelaide J. Torrey, wife of Charles Torrey, a daughter of testator; John L. Bowne, a son of Testator; Fidelia Bowen, wife of John L. Bowne; Frances Bowen, a daughter of testator, and Sallie Wilson, wife of Osceola Wilson, another daughter.

Charles Torrey, as
executor of Will of
John Bowen, deceased.

INSTRUMENT: Executor's Deed
DATED: 21 June, 1902
FILED: 28 June, 1902

TO

RECORDED: Deed Book 5 NS, page 261

Aaron Moog, trustee

ACKNOWLEDGED on June 21, 1902, before
Francis E. Bowker, Notary Public,
Suffolk County, Mass.

CONVEYS:

"Witnesseth that whereas the said John Bowen,
deceased, left a last will and testament which was duly admitted
to Probate by the Probate Court of Mobile County, State of
Alabama, and is of record therein, and is referred to as part of this
keed; and whereas the party of the first part is named as executor
of said will and letters were issued to him as such executor by said
Probate Court; Now, Therefore, by virtue of the premises, "land
situated in the County of Baldwin, State of Alabama, more particularly
described as follows: - all of the section twenty-three, containing
six hundred and forty acres more or less...(other lands)...all in
Township six south, range two east, St. Stephens Meridian, Baldwin
County, Alabama."

Edmond Burthe,
deceased

Estate of

INSTRUMENT: Affidavit
DATED: 10 June, 1902
FILED: 28 June, 1902

RECORDED: Deed Book 5 NS,
Page 260

State of Louisiana)

Parish of Orleans)

Before me, Wm. J. Formento, a Notary
Public in and for said Parish and State,
personally appeared Henry Chiapella and Henry Molaison, who on first
being sworn depos and say that Mrs. Madeline Story, wife of Sidney
Story; Mrs. Gabrielle Souchon, wife of Dr. Marion Souchon: Louis
S. Edmond Burthe and Miss Elodie Burthe are the sole heirs at law
of the late Edmond Burthe and his wife, Louis Burthe, deceased:
and that said Edmond Burthe, D. F. Edmond Burthe and Edmond Burthe,
the grantee in the conveyances from L. A. Burthe and H. C. Millaudon,
as appears in the records of Baldwin County, Alabama, were one and
the same. person.

(Signed) Henry Chiapella
Henry Molaison

Subscribed and sworn to before me, this 10th day of June, 1902.

W. J. Formento
Notary Public
Parish of Orleans, La.

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Mrs. Gabrielle Burthe Souchon,
Dr. Marion Souchon, her husband.
Mrs. Sidney Story & Sidney Story
her husband. Miss Elodie Burthe
& Louis Edmond Burthe of New Orleans,
La.

INSTRUMENT: Quit Claim Deed
DATED: 3 June 1902
FILED: 28 June, 1902
RECORDED: Deed Book 5 NS,
Page 260

TO

ACKNOWLEDGED on June 10, 1902
before Wm. J. Formento, Notary
Public, New Orleans, Louisiana

George H. Hoyle of
Baldwin County, Alabama.

CONSIDERATION: \$5.00 and
other value.....

CONVEYS:

All their right, title and interest in and to all
that real property in the said county of Baldwin,
State of Alabama, which was once owned by Edmond
Burthe, deceased, as shown by the records of said
County.

Recorded with this deed is the following affidavit.

STATE OF LOUISIANA)
PARISH OF ORLEANS) ss

Henry Chiapella and Henry Molaison of the City of New Orleans,
being duly sworn depose and say that they were well acquainted with
Mrs. Louise Burthe, born Burthe, late wife of D. F. Edmond Burthe,
deceased, and that she died on March 11th, 1891, leaving as her sole
children and heirs, Miss Madeline Burthe, Miss Gabrielle Burthe,
Louis S. Edmond Burthe and Miss Cecile Burthe; That the said
Madeline Burthe is now married to Sidney Story: and the said
Gabrielle Burthe is now married to Dr. Marion Souchon, both of whom
reside in the City of New Orleans: that Miss Elodie Burthe and
Louis S. Edmond Burthe are unmarried, and that Miss Cecile Burthe
died unmarried and intestate on September 13th, 1900 in the city
of New Orleans, leaving as her sole heirs her sisters and brothers
above named.

(Signed) Henry Chiapella
Henry Molaison

Sworn to and subscribed before me, this 10th day of June, 1902.

(Signed) Wm. J. Formento, NP

George H. Hoyle and
Evie D. Hoyle, his
wife.

INSTRUMENT: Quit Claim Deed
DATED: 17 June, 1902
FILED: 26 June, 1902

TO

RECORDED Deed Book 5 NS, page 261

Aaron Mogg, Trustee.

ACKNOWLEDGED on June 17, 1902
before B. L. Randall, Notary
Public, Baldwin County, Alabama.
General Acknowledgment only.

CONVEYS:

"....to the following land in Baldwin County, Alabama, described
as follows, to-wit:

All of Sec. 23 (and other lands)
All in Township 6 South, Range 2 East.

Aaron Moog, Trustee

TO

Charles Barclay

CONSIDERATION: \$4,000.00
and other value.....

INSTRUMENT: Warranty Deed

DATED: 5 February, 1904

FILED: 6 February, 1904

RECORDED: Deed Book 7 NS
Page 42

ACKNOWLEDGED on February 5,
1904, before George H. Hoyle,
Notary Public, Baldwin County,
Alabama.

CONVEYS:

All of Section Twenty-Three and
(other lands) all being in Township
Six (6) South of Range Two (2) East.

Charles Barclay

TO

Aaron Moog, Trustee

CONSIDERATION:

\$4,000.00

INSTRUMENT: Mortgage with Power
of Sale.

DATED: 5 February, 1904

FILED: 8 February, 1904

RECORDED: Mtg. Book 4, page 185-6

ACKNOWLEDGED on February 5, 1904,
before Fremon Thrower, Notary
Public, Mobile, County, Alabama.

CONVEYS:

".....situated in the County of Baldwin, in the State of Alabama,
and more particularly known as :

All of Section 23, Township 6 S., R. 2 E.
640 acres, and (other lands)

MARGINAL NOTATION:

"I hereby certify that I have received full payment and
complete satisfaction of the debt secured by this mortgage and
hereby cancel and discharge the same this 24th day of May, 1906.

(Signed) Aaron Moog, Trustee.

Attest:

J. H. H. Smith, Probate Judge"

Charles Barclay

TO

Baldwin County, Alabama

CONSIDERATION \$1.00 and
other value.....

INSTRUMENT;; Quit Claim Deed

DATED: 19 April, 1916

FILED: 4 August, 1916

RECORDED: Deed Book 25 NS
Page 173

ACKNOWLEDGED on April 19, 1916,
before W. T. Kee, Notary Public,
Baldwin County, Alabama.

CONVEYS:

"...in Baldwin County, Alabama, 20 feet off the N Side and 15 feet off S Side W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec 24. and 20 ft. off W side of said land and 20 ft off E side of E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec 23. and 20 feet off N side of Sec 23, all 6-2 to be used for the purpose of a public road."

S. A. Scott

TO

The Public

INSTRUMENT: Affidavit
DATED: 28 March, 1918
FILED: 5 April, 1918

RECORDED: Deed Book 27 NS
Page 125

STATE OF ALABAMA
BALDWIN COUNTY

Before me, Henry D. Moorner, a Notary Public in and for said County and State, personally appeared S. A. Scott, who, being by me first duly sworn doth depose and say: That for the last 22 years he has personally known Charles Barclay and that for the last 22 years he has been a widower.

(Signed) S. A. Scott

Sworn to and subscribed before me this 28th day of March, 1918.

(signed) Henry D. Moorner, N.P.

CHARLES BARCLAY - - - - - WILL

Haddonfield, N. J.
March 12, 1924

"All my property, real, personal and mixed, I give
divise and bequeath, to my son Walter C. Barclay,
and appoint him executor without security of this
my last will and testament.

(Signed) Charles Barclay

The Estate of Charles Barclay, deceased was first Probated in the
Surrogate Court of the County of Camden, State of New Jersey.
Later Probated in Baldwin County, Alabama.
PETITION TO PROBATE WILL. Dated May 16, 1924. Recorded Probate Record
"I", pages 564-5, Baldwin County Probate Records.
WILL: Filed in Book Wills "C" at pages 213-16, Baldwin County Records.
ORDER ADMITTING WILL TO PROBATE: Minutes "I", page 108.
PETITION FOR LETTERS: Filed May 12, 1924. Recorded Probate Records "I", P.565.
ORDER GRANTING LETTERS to Baldwin County Bank as administrator.
Dated 12, May, 1924. Recorded Pro. Rec. "I", page 108.
LETTERS OF ADMINISTRATION: May 12, 1924. Recorded Pro. Rec. "I", page 566
DECREE OF FINAL SETTLEMENT; Dated 11 May, 1927, Probate Minutes "I",
pages 444-445.

All above instruments recorded in Baldwin County, Alabama.

Walter C. Barclay and
Emma L. Barclay, his
wife.

INSTRUMENT: Turpentine Lease
DATED: 29 October, 1924
FILED: 11 February, 1925

TO

RECORDED: Deed Book 25, page 457

Fairhope Naval Stores
Company

ACKNOWLEDGED by Walter C. Barclay
and Emma L. Barclay on November 5,
1924, before C. B. Savage, Jr.
Notary Public, State of New Jersey.
Camden County.

LEASES

For turpentine - Sec. 23. All except the
Northeast of the Southeast Quarter (other
lands), all in Township 6 South, Range 2 East,
Baldwin County, Alabama.

All rights of the lessees hereunder shall ter-
minate on or before December 31st, 1928."

Walter C. Barclay and
Emma L. Barclay, his
wife

INSTRUMENT: Warranty Deed
DATED: 20 November, 1925
FILED: 10 December, 1925

TO

RECORDED Deed Book 35, page 74-5

W. D. Stapleton

CONSIDERATION: \$1.00 and
other value.....

ACKNOWLEDGED by Walter C. Barclay
and Emma L. Barclay on November 20
1925, before C. B. Save, Notary
Public, Camden County, New Jersey.
General and separate statutory
acknowledgments. Seal affixed.

CONVEYS:

"....the following described real Property, situated in the County
of Baldwin, State of Alabama, to-wit:

All of Section 25, Township 6 South, Range
2 East, except the Northeast quarter of the
Southeast quarter, containing 600 acres, more
or less. (other lands)

W. D. Stapleton and
Leila Stapleton,
his wife.

TO

H. H. Maschmeyer and
Albert P. Bush

CONSIDERATION: \$24,500.00
\$4,500.00 in cash having
been paid.....

INSTRUMENT: Warranty Deed with
Vendor's lien
DATED: 21 December, 1925
FILED: 24 December, 1925

RECORDED Deed Book 37, page 565-6

ACKNOWLEDGED by W. D. Stapleton
and Leila Stapleton on December
21, 1925, before H. M. Hall,
Notary Public, Baldwin County,
Alabama. General and Separate
Acknowledgments. Seal. And by
H. H. Maschmeyer and Albert P.
Bush, December 23, 1925, before
Notary Public Norine E. Winter,
Mobile County, Alabama.

CONVEYS:

"...the following described lands situated in the County of
Baldwin, state of Alabama, to-wit:

All of Section 23, Township 6 South, Range 2 East,
except the Northeast quarter of the Southeast quarter,
containing 600 acres, more or less: (other lands)

Subject only to that lease from Walter C. Barclay to the
Fairhope Naval Stores Company, dated October 29, 1924, and recorded
in the office of the Just of Probate of Baldwin County, Alabama,
in Deed Book 35, page 437.....

Vendor's Lien reserved to secure payment of \$20,000.00.

MARGINAL NOTATION: "The Vendor's Lien reserved in this instrument
having been paid in full the same is hereby cancelled and
released of recor this 2nd day of May, A.D., 1931

(Signed) W. D. Stapleton

Attest
G. W. Humphries
Judge of Probate
by J. L. Kessler
Clerk.

H. H. Maschmeyer and
Ethel B. Maschmeyer,
his wife.

INSTRUMENT: Agreement
DATED: 2 August, 1926
FILED: 2 August, 1926

And

RECORDED; deed Book 40, page 393-6

East Bay Land Company

ACKNOWLEDGMENT by H. H. Maschmeyer and Ethel B. Maschmeyer of August 2, 1926, before Myrtle Gay, Notary Public, Mobile County, Ala. and Marcia B. Bush on August 2, 1926, before Arnold M. B. Brodbeck, Notary Public, Baldwin County, Alabama and by Louis Lerio and W. D. Bellingrath as President and Treasurer of East Bay Land Company on August 2 1926 before Genevieve E. Thomason, Notary Public, Mobile County, Alabama, and by Albert P. Bush on August 2, 1926 before Norine Winter, Notary Public, Mobile County, Alabama. Seals affixed.

RECITES:

STATE OF ALABAMA)
COUNTY OF BALDWIN)

THIS AGREEMENT executed on this the 2nd day of August, 1926, by and between H. H. Maschmeyer and Ethel B. Maschmeyer, his wife, and Albert P. Bush and Marcia B. Bush, his wife, hereinafter for convenience called "FIRST PARTIES"; and East Bay Land Company, a Corporation, incorporated under the laws of Alabama, of Point Clear, Baldwin County, Alabama, hereinafter called "SECOND PARTY", WITNESSETH:

The said first parties hereby agree to sell and convey to the said second party, and the said second party hereby agree to purchase from the said first parties, upon the terms and considerations hereinafter writtin, the following described land in Baldwin County, Alabama,
TO-Wit:

The West half of the Northwest quarter of Section twenty-four (24). All of section twenty-three (23) except the Northeast quarter of the Southeast quarter of Section twenty-three (23) and (other lands) all in Township six, range two East, subject to all present rights of way for public roads, now lawfully deeded.

The total consideration...is \$41,600.00 of which sum \$4,160.00 is hereby acknowledged to have been paid in cash,///The balance of the purchase price is to be paid by the said second party assuming and

Agreement Recorded in Deed Book 40, pages 395-6

- Page 2 -

agreeing to pay the unpaid portion of the purchase money due by the first parties on the above described land amounting to the sum of \$20,000.00 with interest at 7% intereat payable semi-annually, and evidenced by four notes of \$5,000.00 each, with interest at 7% due Semi-annually, due on or before December 21st, 1926, on or before December 21st, 1927, on or before December 21st 1928, and or or before December 21st, 1929, respectively, and the remaining portion of the purchase price amounting to \$17,440.00 to be payable on or

before December 21st, 1930, with interest at 6%...and shall provide that the said conveyance is subject to all of the terms and conditions of the deed from W. D. Stapleton and wife to H. H. Maschmeyer and Albert P. Bush, dated 21st day of December, 1925, and recorded in Record Book 37 NS, pages 565-6 of Baldwin County Records. And said deed shall provide for a Vendor's Lien with usual foreclosure provisions in favor of the first parties.

(NOTE) As the deed mentioned in above instrument was never executed and the lands Section 23, were deeded back to Maschmeyer and Bush, as shown by instrument to follow in this Abstract, we do not recite the details of this agreement in full.

Harry Parker

INSTRUMENT: Affidavit
DATED: 13 July, 1928
FILED: 11 May, 1931

RECORDED Deed Book 50 NS,
Page 486

RECITES:

".....neither Baldwin Oil and Development Company,
no any other Company ever carried out any operations
in drilling, etc, for oil, gas, or other minerals on
any part of Section 23, T6S, R2E. (other lands) in Baldwin
County, Alabama.....

H. H. Maschmeyer and
Ethel B. Maschmeyer
his wife, and
Albert P. Bush and
Marcia B. Bush, his
wife

INSTRUMENT: Agreement
DATED: 31 March, 1931
FILED: 2 May, 1931

RECORDED: Deed Book 50,
page 459-60

TO

East Bay Land Company

CONSIDERATION:

\$41,600.00

ACKNOWLEDGED by H. H. Maschmeyer
and Ethel B. Maschmeyer, his wife,
and Albert P. Bush and Marcia B.
Bush, his wife, and by Louis Leri
as President of East Bay Land
Company on 31 March, 1931, before
V. R. Pritchard, Notary Public,
Mobile County, Alabama. General,
Statutory acknowledgment. Seals
affixed.

STATE OF ALABAMA)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, THAT whereas on the second day of August, 1926, an agreement was made by and between H. H. Maschmeyer and Ethel B. Maschmeyer, his wife, and Albert P. Bush and Marcia B. Bush, his wife, called the first parties, and the East Bay Land Company, a Corporation, incorporated under the laws of the State of Alabama, of Point Clear, Baldwin County, Alabama, call the second party, by the terms of which said agreement, the second party agreed to purchase from the first parties, property hereinbelow described, for a total consideration of \$41,600.00 of which \$4,160.00 was paid in cash, and \$20,000.00 with interest was paid in four installments of \$5,000.00 each, and there is still due a balance of \$17,440.00 with interest, which said amount is evidenced by two promissory notes of \$8,720.00 each, both payable on or before December 21st, 1930, with interest: and

WHEREAS, there is now past due the said sum of \$17,440.00 as principal, and \$550.81 as interest, and \$443.34 as taxes, making a total of \$18,434.15 due and payable on the 21st day of March, 1931, and the second party has failed upon demand to pay said sum; and

WHEREAS, under the terms of the said agreement the second party was entitled to receive from the first parties a deed with a Vendor's Lien, securing the unpaid part of the purchase price upon the payment by the second party of the note for \$5,000.00 that matured on December 31st, 1926, and although the first parties offered to make such a deed to the second party, the second party did not request the execution and delivery of such deed, so that no deed with a Vendor's Lien was ever made by the first parties, conveying the property to the second party: and

WHEREAS, the parties have now agreed and desirous of avoiding the expense of cost of foreclosure proceedings, or litigation in connection therewith, and to preserve to both parties all of the rights that they would have if foreclosure proceedings should be instituted and carried out.

(continued)

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AGREEMENT, Recorded in Deed Book 50, pages 459-60

- Page 2 -

NOW THEREFORE, the said East Bay Land Company, a corporation, does hereby Grant, Bargain, Sell and convey unto the said H. H. Mashmeyer and Albert P. Bush, subject however, to the rights hereinbelow retained, the following described land in Baldwin County, Alabama, to-wit:

The west half of the Northwest quarter of Section twenty-four (24). All of Section twenty-three (23) except the Northeast quarter of the Southeast quarter of Section twenty-three (23). All of Section twenty-six (26). All of Section twenty-five (25), except the Northeast quarter of the Northeast quarter of section thirty-six (36), all in Township six South, Range Two East, subject to all present rights of way for public roads, now lawfully needed.

TO HAVE AND TO HOLD unto the said H. H. Maschmeyer and Albert P. Bush, their heirs and assigns forever, subject to the rights of the said East Bay Land Company to redeem or repurchase the said property at any time within two years from the date of this instrument. In the event the said East Bay Land Company, its successors or assigns shall within two years from the date hereof, exercise its right herein retained to repurchase or redeem the said property, it shall have the right to do so upon tendering to the said H. H. Maschmeyer and Albert P. Bush such an amount as would be required to redeed the said property if the same had been sold at mortgage foreclosure sale and purchased by the said H. H. Maschmeyer and Albert P. Bush for the sum of \$18,434.15 on the 21st of March, 1931. In the event the said East Bay Land Company, its successors or assigns, elect to repurchase the said property, and make a proper tender, the undersigned H. H. Maschmeyer and Ethel B. Maschmeyer, his wife, and Albert P. Bush and Marcia B. Bush, his wife, does hereby agree to execute a deed conveying the said property to the said East Bay Land Company, its successors or assigns.

IN WITNESS WHEREOF, H. H. Maschmeyer and Ethel B. Maschmeyer, his wife, and Albert P. Bush and Marcia B. Bush, his wife, have hereunto set their hands and seals, and the East Bay Land Company has caused its corporated name hereunto signed by Louis Lerio, its President, thereunto duly authorized, and its corporate seal to be hereunto affixed and attested by W. D. Bellingrath, its treasurer, thereunto duly authorized, on this 31st day of March, 1931.

(SIGNED) H. H. Maschmeyer (SEAL)
Ethel B. Maschmeyer (SEAL)
Albert P. Bush (SEAL)
Marcia B. Bush (SEAL)

CORPORATE SEAL

attest: W. D. Bellingrath

East Bay Land Company
by L. Lerio, its President

2/

INSTRUMENT: Affidavit
DATED: 14 May, 1931
FILED: 16 May, 1941

RECORDED: Deed Book 50, page 501

STATE OF ALABAMA)
COUNTY OF MOBILE)

Personally appeared before me the undersigned authority, Louis Lerio, who upon oath deposes and says that he is the President of East Bay Land Company and was such officer on and prior to the 30th day of April, 1931. Affiant further deposes and says that he has personal knowledge of the holders of capital stock of East Bay Land Company on April 30th, 1931, and on May 2nd, 1931 and that the entire capital stock of said corporation on said dates was owned as follows, namely:

by Louis Lerio	31 shares
by W. D. Bellingrath	31 shares
by John K. Randall	1 share
by Norine M. Lerio	1 share

Affiant further deposes and says, that on the aforesaid dates, the following were all of the directors of said corporation, namely:

Louis Lerio
W. D. Bellingrath
John K. Randall
Norine M. Lerio

Affiant further deposes and says that on the aforesaid dates the East Bay Land Company did not owe any debts whatsoever.

(SIGNED) Louis Lerio

Subscribed and sworn to before me this the 14th day of May, 1931.

(SIGNED) Vivian Worthington
Notary Public
Mobile County
Alabama

East Bay Land Company
by L. Lerio, its
President

TO

H. H. Maschmeyer and
Albert P. Bush

CONSIDERATION:

240 acres of land.

INSTRUMENT: Transfer of Equity of
Redemption

DATED: 30 April, 1931

FILED: 2 May, 1931

RECORDED Deed Book 50, pages 460-1

ACKNOWLEDGED by Louis Lerio as Pre-
sident of East Bay Land Company, on
April 31, 1931, before V. R. Pritchard,
Notary Public, Mobile County, Alabama.
Statutory Form. Seal affixed.

CONVEYS:

RECITES in part:

Whereas, the parties have now agreed that in consideration of the said H. H. Maschmeyer and Albert P. Bush conveying to the East Bay Land Company a fee simple title to 240 acres of said property, the East Bay Land Company will convey an absolute title to all the balance of the property to the said H. H. Maschmeyer and Alber P. Bush, free from all rights of every nature whatsoever of the said East Bay Company to redeem said property;

NOW THEREFORE, for and in consideration of the nutual conveyances of the respective parties the East Bay Land Company, a corporation... does hereby grant, bargain, sell and convey unto the said H. H. Maschmeyer and Albert P. Bush the following described property situated, lying and being in Baldwin County, Alabama, and more particularly described as follows;

The West half of the northwest quarter of Section 24.
All of Section Twenty-three (23) except the Northeast
quarter of the southeast quarter of Section twenty-
three (23), (other lands)

TO HAVE AND TO HOLD.....

Albert P. Bush and
Marcia B. Bush, his wife and
H. H. Maschmeyer and
Ethel B. Maschmeyer, his wife

TO

Mazie Ceattie Malone

CONSIDERATION \$5,500.00

INSTRUMENT: Warranty Deed
DATED: 5 May, 1931
FILED: 5 June, 1931

RECORDED: Deed Book 50, page 550

ACKNOWLEDGED by Albert P. Bush and
Marcia E. Bush, and H. H. Maschmeyer
and Ethel B. Maschmeyer on May 5
1931 before Norine E. Winter, Notary
Public, Mobile County, Alabama

CONVEYS:

".....DO GRANT BARGAIN, SELL AND CONVEY.....THE FOLLOWING DESCRIBED
PROPERTY, SITUATED, LYING AND BEING IN BALDWIN COUNTY, ALABAMA, VIZ:

All of Section Twenty-three (23), Township Six (6)
South, Range Two (2) East, except the Northeast
quarter(NE $\frac{1}{4}$) of the Southeast quarter SE $\frac{1}{4}$, contain-
ing six hundred (600) acres, more or less, subject however,
to all present rights of way for public road now
lawfully deeded.

TO HAVE AND TO HOLD to the said Mazie Ceattie Malone....."

Mazie Ceattie Malone,
Widow

TO

T. J. Klumpp

CONSIDERATION: \$5,000.00
and other value.....

INSTRUMENT: Warranty Deed
DATED: 2 April, 1943
FILED: 12 April, 1943

RECORDED: Deed Book 79, pages 292-3

ACKNOWLEDGED by Mazie Ceattie Malone
widow, on April 2, 1943, before
Charles Hoffman, Notary Public,
Mobile County, Alabama, Statutory
form. Seal Affixed.

CONVEYS:

".....that certain tract of land in the County of Baldwin, State of
Alabama, known and described as follows:

All of Section Twenty-three (23), Township
Six (6) South of Range Two (2), except the
Northeast Quarter (NE $\frac{1}{4}$) of the Southeast
quarter (SE $\frac{1}{4}$), containing six hundred (600)
acres, more or less, subject however, to all
present right-of-way for public roads now
lawfully deeded"

(SIGNED) Mazie Cattie Malone

NOTE: Recites in granting clause and adendum clause and acknowledgment
"Mazie Ceattie Malone" but is signed "Mazie Cattie Malong."

T. J. Klumpp and
Minerva Klumpp,
his wife

TO

Stanolind Oil and Gas
Company

INSTRUMENT: Oil, Gas and Mineral
lease

DATED: 14 December 1943

FILED: 18 December, 1943

RECORDED: DEED Book 85, page 123

RECITES:

.....regular 10 year oil, gas and mineral lease upon
following lands in Baldwin County, Alabama, to-wit:

(other lands) ...all Section 23, except the
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ all in Township 6 South, Range 2
East.

T. J. Klumpp and
Minerva Klumpp,
his wife

INSTRUMENT: Warranty Deed
DATED: 22 December, 1945
FILED: 27 December, 1945

TO

RECORDED: Deed Book 101, pages 389-90

Percival L. Wilson

CONSIDERATION: \$100.00
and other value.....

ACKNOWLEDGED by R. J. Klumpp and
Minerva Klumpp on December 22, 1945,
before J. E. Gooden, Notary Public,
Baldwin County, Alabama. General and
separate Acknowledgments. Statutory
form. Seal affixed.

CONVEYS:

"....do hereby Grant, Bargain, Sell and Convey unto the said party
of the second part the following described real property, situated
in Baldwin County, Alabama, to-wit:

The West half of the West half. The North half of
the Southeast Quarter of the Southwest Quarter; the
South half of the Northeast Quarter of the Southwest
Quarter; Northwest Quarter of the Northeast Quarter of
the Southwest Quarter; East half of the Northeast
Quarter of the Northeast Quarter; Northeast
Quarter of the Southeast Quarter of the Northeast Quarter
of Section Twenty-three (23) Township Six (6) South, Range
Two (2) East

TO HAVE AND TO HOLD.....

.....except existing rights-of-way for roads and highways, oil
lease hereinafter described and taxes for 1946 which have been pro-
rated between the parties hereto and which shall be paid by the party
of the second part.....

.....do hereby Grant, Bargain, sell and convey unto the said
party of the second part all rental, royalties....and benefits of
all kinds and nature due or to become due under that certain oil,
gas and mineral lease from the parties of the first part to Stanolind
Oil and Gas Company, dated December 14, 1943, and recorded in Deed
Book 83, at pages 123-5, Baldwin County, Alabama Records, insofar as
the said lease applies to the above described real property."

INSTRUMENT: Change of Depository
DATED: 28 May, 1946
FILED: No date

RECORDED Deed Book 104, pages 332-3

ACKNOWLEDGED by P. L. Wilson on February 12, 1946 before Frank A. Poggi, Notary Public, Mobile County, Alabama. And by V. E. Liles, Administrative Agent, Stanolind Oil & Gas Co., on June 12, 1946, before Melba Van Pelt, Notary Public Tulsa County, Oklahoma.

RECITES:

WHEREAS, PERCIVAL L. Wilson and Helen Green Wilson, his wife
.....and Stanolind Oil & Gas Company, WITNESSETH:

WHEREAS Stanolind Oil & Gas Company is the owner and holder of that certain oil lease executed by T. J. Klumpp et ux to Stanolind Oil & Gas Company on December 14, 1943, insofar as said lease covers and affects the following described land situated in Baldwin County, Alabama, to-wit:

(other land) and All Section 23, except the
NE¼ of SE¼ all in Township 6 South, Range 2
East.

which said lease is recorded in Record Book 83, pages 123-5 of the record of said County:.....second party (Stanolind Oil & Gas Company) may pay or tender directly to the first party or the credit of the first party in the First National Bank of Mobile, Mobile, Alabama.

P. L. Wilson and
Helen G. Wilson
his wife

TO

The Plymouth Oil Co.

CONSIDERATION: \$360.00

INSTRUMENT: OIL, GAS & Mineral
Lease

DATED: 26 February, 1952

FILED: 8 April 1952

RECORDED: Deed Book 177, page 369-71

ACKNOWLEDGMENT by P. L. Wilson and
Helen G. Wilson on February 26, 1952
before J. E. Gooden, Notary Public,
Baldwin County, Alabama. General
Statutory form. Seal affixed.

LEASES

Regular 10 year lease, form 8-51- D25154
with 640 acre pooling provision.

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ & SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, & NW $\frac{1}{4}$
of SW $\frac{1}{4}$, & SW $\frac{1}{4}$ of SW $\frac{1}{4}$, & NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$,
& S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$, & N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$, & E $\frac{1}{2}$ of NE $\frac{1}{4}$
of NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ & NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, all in
Section 23, Township 6 South, of Range 2 East
& containing 240 acres, more or less.

...Lessee shall pay lessor for any damage caused
by his operations to growing trees or crops.....

P. L. Wilson and
Helen G. Wilson
Husband and wife.

INSTRUMENT: Warranty Deed
DATED: 21 December, 1953
FILED: 2 March, 1954

TO

RECORDED: Deed Book 205, pages
479-80

Lemoyne Hones, Incorporated

CONSIDERATION: \$10.00
and other value.....

ACKNOWLEDGMENT by P. L. Wilson
and Helen G. Wilson, on December
21, 1953, before S. P. Hamilton
Notary Public, Mobile County,
Alabama, No Seal

CONVEYS:

"....the following described real property situated in the
County of Baldwin, State of Alabama, to-wit:

Lots one (1) to thirty-six (36)
inclusive of Fairhope Acres, as
per plat of same filed for record
on November 17, 1953, and recorded
in Map Book 4, page 84 of the Probate
Records of Baldwin County, Alabama.

(...The mineral rights conveyed to the purchaser are subject
to the right of P. L. Wilson to collect all rentals payable under
the oil, gas and mineral lease now existing on said lots."

ABSTRACTER'S NOTE

We find no notice of incorporation
of Le Moyne Hones in the Corporation
records of Baldwin County, Alabama...

LeMoyne Homes, Inc.

TO

Houston B. Wilson

INSTRUMENT: Warranty Deed

DATED: October 23, 1956

FILED: October 31, 1956

RECORDED: Deed Book 244, page 505-06

ACKNOWLEDGED by LeMoyne Homes, Inc.,
on October 23, 1956, before Lois J.
Horn, Notary Public, Mobile County,
Alabama

CONVEYS:

"Lot number 29 of Fairhope Acres, as per plat of same
filed for record in the Probate Court of Baldwin County
Alabama, on November 17, 1953, in Map Book 4, page 84."

Conveyance subject to the following restrictive covenants.

1. The front line of all buildings must be kept back 75 feet
from the center line of the public road as now established.
2. No billboard shall be rented or maintained on any of said
lots.
3. All buildings must be painted within 60 days after comple-
tion of construction or occupancy.
4. All outside toilets, septic tanks and other sewage disposal
plants must be constructed to meet the approval of the
Alabama State Board of Health.
5. No tar paper or imitation brick sheeting will be premitted
on the outside walls of any of the houses.

TO HAVE AND TO HOLD.....

*Note: Grantor reserves the right to collect all rentals
which are payable under the oil, gas and
mineral leases now existing on said lot.*

D.H.G.

Houston B. Wilson and
Louise Z. Wilson

TO

James W. Stewart

CONSIDERATION:
\$4,000.00

INSTRUMENT: Vendor's Lien Deed
DATED: February 16, 1957
FILED: March 4, 1957

RECORDED: Deed Book 248, page 476

ACKNOWLEDGED by Houston B. Wilson
and Louise Z. Wilson, on February
16, 1957, before Earnest M. Bailey
Notary Public Baldwin County, Ala-
bama.

CONVEYS:

"Lot 29 of Fairhope Acres, as per plat of the same
filed for record in the Probate Court of Baldwin
County, Alabama, on November 17, 1953, in Mortgage
Book 4, page 84."

"The unpaid balance of said purchase money, to-wit;
the sum of \$3,500.00 and to secure the payment of which
a lien upon the property above described is hereby
reserved is hereby represented by waive promissory note
of even date herewith in said principal sum, plus the
interest thereon at the rate of 6% per annum, made by
grantee payable to said grantors, or order, in monthly
installments of \$40.00 per month, including interest
at aforesaid rate, commencing thirty days from the date
of these presents, and a like or similar sum on the same
day of each succeeding month thereafter until entire sum
is paid in full; said installments to be applied first
to interest then due and the balance to apply on the
principal."

ABSTRACTER'S NOTE

No transfer of title
of Lot 28 from Lemoyne
Homes to Houston B.
Wilson, James W. Stewart,
nor to anyone else, has
been recorded.

NOTE: This Abstracter has been informed by
Mr. Wilson that a deed to this lot is
now in the Probate Office of Baldwin County
Alabama for recording.

James W. Stewart and
Annette Stewart
Husband and wife.

INSTRUMENT: Short Land Contract
DATED: August 14, 1957
FILED: September 4, 1959

TO

RECORDED Deed Book 282, pages 49

J. D. Stewart

ACKNOWLEDGED by all parties before
G. E. Perkins, Notary Public Baldwin
County, Alabama, on August 14, 1957.

CONSIDERATION: \$3,400.00

Conveys:

"....the lot...of ground situated in the County of Baldwin, State of Alabama, known and Described as follows:

Lot 29 of Fairhope Acres, as per plat of the same filed in the Probate Court of Baldwin County, Alabama, on November 17, 1953, in Map Book 4, page 84

TERMS: "\$40.00 on executing this agreement and \$40.00 on the 10th day of each month until paid in full, including interest at 6% per annum.

Warranty Deed to be furnished upon completion of contract.

....upon failure of 2nd party to meet the contents of this contract all payments made by him shall be forfeited."

Houston B. Wilson
and Louise Z. Wilson

TO

James W. Stewart

CONSIDERATION:
\$4,500.00

INSTRUMENT: Vendor's Lien Deed
DATED: December 7, 1957
FILED: January 7, 1958

RECORDED: Deed Book 261, pages 347-50

ACKNOWLEDGED by Houston B. Wilson and
Louise Z. Wilson, before Earnest M.
Bailey, Notary Public, Baldwin County
Alabama. Also before Notary Public
Okaloosa County, Florida

CONVEYS:

"Lots 28 and 29 of Fairhope Acres, as per plat of the
same filed for record in the Probate Court of Baldwin
County, Alabama, on November 17, 1953 in Map Book 4,
Page 84."

"The purpose of this deed is to correct an error
whereby Lot 28, which should have been included in the
former deed, was not included."

"The unpaid balance of said purchase money, to-wit,
the sum of \$3,500/00 and to secure the payment of which
a lien upon the property above described is hereby reserved
is hereby represented by waive promissory note of even
date herewith in said principal sum, plus the interest
thereon at the rate of 6% per annum, made by grantee payable
to said grantors, on order, in monthly installments of \$40.
per month, including interest at aforesaid rate, commencing
"thirty days from the 16th day of February, 1957, the date
of the former deed" (correction)("Commencing thirty days
from the date of these presents...Erroneous) and a like or
similar sum on the same day of each succeeding month there-
after until entire sum is paid in full; said installments to
be applied first to interest there due and the balance to
apply on the principal, (addition) according to promissory
note dated the 16th day of February, 1957.

✓ James W. Stewart and
Annette Stewart his
wife

INSTRUMENT: Warranty Deed
DATED: October 29, 1959
FILED: November 13, 1959

TO

RECORDED: Deed Book 285, page 580

Viola L. Stewart

ACKNOWLEDGED by James W. Stewart and
Annette Stewart, his wife, on October
29th, 1959, before Henel Bailey,
Notary Public Baldwin County, Alabama.

CONSIDERATION: \$10.00

CONVEYS:

"...all the following described real property in the County
of Baldwin, State of Alabama, to-wit:
Lots Twenty-eight (28) and Twenty-nine (29) of Fairhope
acres, as per plat of same filed for record in the Probate
Court of Baldwin County, Alabama, on November 17, 1953,
Map Book 4, page 84

TO HAVE AND TO HOLD.....

per contact with

JUDGMENT CERTIFICATE

We, FAIRHOPE TITLE & SURVEY COMPANY, Licensed Abstracters of Baldwin County Land Titles, hereby certify that we have made an examination of the Indices to the Probate Records as found in the Office of the Judge of Probate of Baldwin County, Alabama, and find no instrument of record in the Indices to Judgments, Lis Pendens or Liens which constitutes a Lien upon the Lands described in the Caption of this Abstract during the time covered by same except as hereinbefore noted.

Examination made in the following names only.

John Bowen
Aaron Moog
Mrs. Gabrielle Burthe Souchone
Dr. Marion Souchon
Mrs. Sidney Story
Sidney Story
Miss Elodie Burthe
Louis Edmond Burthe
George H. Hoyle
Evie D. Hoyle
Aaron Moog, Trustee
Charles Barclay
Walter C. Barclay
Emma L. Barclay
W. D. Stapleton
Leila Stapleton
H. H. Maschmeyer
Albert P. Bush
Marcia B. Bush
Ethel B. Maschmeyer
Mazie Ceattie Malone
T. J. Klumpp
Minerva Klumpp

Percival L. Wilson
Lemoyne Homes, Inc.

Percival L. Wilson
Helen Green Wilson
Lemoyne Homes Inc.
Houston B. Wilson
Louise Z. Wilson
James W. Stewart
Annette Stewart
Viola L. Stewart

FAIRHOPE TITLE & SURVEY CO.
Fairhope, Baldwin County
Alabama.

By J. H. Arnold 37
J. H. Arnold, Abstracter

STATE AND COUNTY TAXES

- 1956 Assessed LeMoyne Hones - Beat 10 - Assm't 1392 Paid
Description
Lots 28 & 29 Fairhope Acres, as per Map Recorded
Map Book 4, Page 84, Baldwin County, Alabama.
- 1957 Assessed H. B. Wilson - Beat 10 - Assm't 2583 Parcel #46
Lot 29, Fairhope Acres Marked: Paid by J. D. Stewart
- 1957 Assessed to Lemoyne Homes - Beat 10 - Assm't 1454 paid
Lot 28, Fairhope Acres
- 1958 Assessed to James W. Stewart - Beat 10 - Assm't 2583 Paid
Lots 28 & 29, Fairhope Acres.
- 1959 Assessed to James W. Stewart - Beat 10 - Assm't #2406-2407 Paid
Same as 1958.
- 1960 Viola L. Stewart, Assessed to - Beat 10 - Assm't #2653 Paid
Same as 1959.

CERTIFICATE

Number 2274

We, FAIRHOPE TITLE & SURVEY CO., Licensed Abstracters of Baldwin County Land Titles, do hereby certify that we have made a careful examination of the indices to the land records of Baldwin County, Alabama, found in the offices of the Judge of Probate, Tax Assessor and Tax Collector of said County, for Mortgages, Judgments, Liens, Lis Pendens, and for other instruments of writing recorded in said County affecting the title to the lands described in the Caption hereof, and find no instrument of record, affecting the title to the lands in question, except such as are noted in the foregoing pages, numbered 1 to 387-34-17, inclusive which pages comprise a full true and complete Abstract of Title to the said lands according to said indices.

We further certify that no suits pending or judgments rendered out of any court of record, affecting the title to said lands, are disclosed thereby except as herein noted.

We further certify that there are no State and County taxes due, nor any tax sales unredeemed except as herein noted.

Dated at Fairhope, Alabama, on the 30th day of June, A.D. 1961
at 8:00 o'clock A.M.

FAIRHOPE TITLE & SURVEY COMPANY
Licensed Abstracters

By J. H. Arnold

LOAN NO.		YEAR:		ANNUAL LOAN HISTORY				BEGINNING BALANCE	ESCROW	PRINCIPAL
11001229		1972								792487
TRANSACTION CODE #	TRANSACTION DATE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL AMOUNT	ESCROW AMOUNT	INTEREST AMOUNT	OTHER AMOUNT	AFTER TRANSACTION		
								ESCROW BALANCE	PRINCIPAL BALANCE	
MRO	0104	010172	10359	5076		5253			787411	
MRO	0216	020172	10359	4810		5249	300		782601	
MRO	0320	030172	10359	4642		5217	300		777759	
MRO	0417	040172	10359	5174		5165			772585	
MRO	0515	050172	10359	5208		5151			767377	
MRO	0615	060172	10359	5243		5116			762134	
PD7509	0720		107866	107866=					870000	
IR7	0720	070172		5320		5320			870000	
MRO	0908	090172	12471	6671		5800			863329	
MRO	1016	100172	12471	6715		5756			856614	
PD701	1020		3042	3042=					859656	
PD003	1020		17900	17900=					877556	
MRO	1115	110172	12471	6621		5850			870935	
MRO	1218	120172	12771	6665		5806	300		864270	

* SEE REVERSE SIDE FOR TRANSACTION CODE EXPLANATION

*SEE REVERSE SIDE FOR TRANSACTION CODE EXPLANATION

YEAR	OTHER BALANCE	HAZARD INSURANCE	TAXES PAID	INTEREST PAID	LATE CHARGES	ESCROW BALANCE DEC. 31	LOAN BALANCE - DEC. 31
1972		.00	.00	597.33	9.00	.00	8,642.70

NOTICE: RETAIN THIS STATEMENT TO ASSIST YOU IN PREPARING YOUR INCOME TAX RETURN.

LOAN NUMBER
11001229

ANNUAL LOAN STATEMENT

ROBERT L AND VICKI HIGGINS
RT 1 BOX 159
FAIRHOPE AL 36532

BALDWIN COUNTY SAVINGS
AND LOAN ASSOCIATION
P. O. DRAWER G
ROBERTSDALE, ALA. 36567

NOTE: REMEMBER TO FILE FOR HOMESTEAD EXEMPTION.

ESCROW ANALYSIS

ESCROW ITEMS	CODE	ESTIMATED ANNUAL AMOUNTS	NEXT DUE	MOS. SINCE PAID	MONTHLY AMOUNT	ESCROW BALANCE REQUIRED AFTER JAN. PAYMENT
*** NOT APPLICABLE ***						
TOTALS						← TOTAL AMOUNT REQUIRED
PROJECTED ESCROW BALANCE AFTER YOUR JANUARY PAYMENT						← AMOUNT
						← ESCROW ADJUSTMENT
						← CHANGE EFFECTIVE WITH PAYMENT DUE
LOAN NUMBER	PRINCIPAL AND INTEREST PAYMENT	NEW MONTHLY ESCROW REQUIREMENT	1/12 ESCROW SHORTAGE	OTHER PAYMENT	NEW MONTHLY PAYMENT AMOUNT	NEW PAYMENT
	124.71	.00		.00	124.71	

TRANSACTION CODE

1

2

3

4

5

6

POSITION 1 AND 2

MR MORTGAGE RECEIPT
PR PRINCIPAL RECEIPT
PD PRINCIPAL DISBURSEMENT
IR INTEREST RECEIPT
ID INTEREST DISBURSEMENT
ER ESCROW RECEIPT
ED ESCROW DISBURSEMENT
LR LATE CHARGE RECEIPT
LD LATE CHARGE DISBURSEMENT
AR OTHER RECEIPTS
AD OTHER DISBURSEMENT
MC INTEREST OR LATE
CHARGE CAPITALIZATION
MD NEW LOAN OR ADVANCE
RD REBATE OF DISCOUNT

POSITION 3

0 CASH PAYMENT
9 CHECK PAYMENT
8 CHECK PAYMENT
7 JOURNAL ENTRY
6 CHECK PAYMENT

POSITION 4

T TELLER OVERRIDE
S SUPERVISOR OVERRIDE
E ERROR CORRECTION
R REFUND OR
RETURNED CHECK

POSITION 5 & 6

(DISBURSEMENT CODE)

01 21 31 REAL ESTATE TAX	09 OPEN
02 22 32 REAL ESTATE TAX	10 REFUND
03 23 33 HAZARD INSURANCE	11 MISCELLANEOUS
04 MORTGAGE GUARANTY INSURANCE	12 RETURNED CHECK
05 FHA INSURANCE	13 LEGAL CHARGE
06 26 LIFE INSURANCE	14 PARTIAL DISBURSEMENT
07 27 ACCIDENT & HEALTH INSURANCE	15 PAYMENT ADJUSTMENT
08 SPECIAL ASSESSMENT	16 LATE CHARGE
	17 INTEREST
	55 PARTIAL RELEASE

BALDWIN COUNTY SAVINGS AND LOAN ASSOCIATION
Loan Settlement Statement

Robert L. Higgins and
Vicki Higgins

July 8, 1970

F-1229

(Name of Borrower)

(Date)

(Loan Number)

- A. Amount of loan ————— \$6200.00
Amount received from you ————— \$
Total amount credited to your account ————— \$
B. We have charged or will charge to your account for expenses incurred in connection with this loan, the following items:

Item	Recipient	Amount
Credit report	Baldwin County Credit Bureau	\$5.00-- paid
Survey		
Appraisal fee	C. W. Coleman	20.00- paid
Title Charges	KX J. A. Ertzinger & Son	15.00
Legal fee	J. B. Blackburn	23.00
Recording fee	Probate Court, Baldwin County, Al	11.35
Initial service charge	Baldwin County Savings and Loan Association	95.65
Inspection fee		
Total deductions by association for loan expenses		\$ 145.00
C. Net amount available for the purpose of the loan		\$6,055.00
D. Additional amount to be received from you to provide funds for all loan disbursements		\$
E. Loan disbursements made or to be made by the association on your order:		

Item	Payee	Amount
Bal. Purchase Price	Viola L. Stewart	\$ 4,274.99
Mortgage	Viola L. Stewart to Baldwin County Savings & Loan Ass'n. \$\$ 1494.26 plus int. \$10.75.	1,505.01
Partial Purchase Price	Viola L. Stewart and Duncun Turnbull	220.00
		Total \$ 6,000.00

(In the case of a construction loan or in connection with any loan requiring a large number of disbursements or changes in the foregoing, the Association will have available for your inspection a detailed record when the loan is disbursed in full).

- F. Amount to be paid by the association to you as the balance of the loan ————— \$ 55.00

The undersigned acknowledges the receipt of this Loan Settlement Statement, and agrees to the correctness thereof, and authorizes and ratifies the disbursement of the funds as stated therein.

(Borrower)

(Borrower)

OPINION OF TITLE

Baldwin County Savings and Loan Association, Robertsedale, Alabama
Gentlemen:

I have examined the title to the following described property and find the title merchantable in
ROBERT L. HIGGINS and VICKI HIGGINS

subject to title requirements listed below:

Description of property situated in Baldwin County, Alabama, to-wit:

Lots 28 and 29 in Fairhope Acres, according to the official map or plat thereof which is recorded in Map Book 4, page 84, Baldwin County, Alabama Records.

TITLE REQUIREMENTS:

1. Execute and record mortgage.
2. Obtain and record warranty deed from Viola L. Stewart, a widow, to mortgagors conveying above described property. You have deed.
3. State and County taxes for the year 1970 constitute a lien on the above described property and become due and payable October 1, 1970.

Attorney's Signature

NOTICE TO CUSTOMERS
REQUIRED BY FEDERAL LAW
FEDERAL RESERVE REGULATION Z

REAL PROPERTY TRANSACTION—PURCHASE LOAN
SECURED BY FIRST LIEN ON A DWELLING

LOAN NO. F-1229

The FINANCE CHARGE on this transaction will begin to accrue on 7-8-70

The AMOUNT OF THE LOAN in this transaction is \$ 6200.00

Less the PREPAID FINANCE CHARGE on this transaction which includes:

1. Loan Fee	\$ 90.65	5.	\$
2. Legal Fee	\$ 23.00	6.	\$
3.	\$	7.	\$
4.	\$	8.	\$

TOTAL \$ 118.65
6081.35

Equals the AMOUNT FINANCED in this transaction

This amount includes:

1. Title	\$ 15.00	5.	\$
2. Recording	\$ 11.35	6.	\$
3.	\$	7.	\$
4.	\$	8.	\$

NET PROCEEDS \$ 6055.00

The ANNUAL PERCENTAGE RATE on this transaction is 8.25 %

Itemized CHARGES EXCLUDABLE from the FINANCE CHARGE in this transaction:

1. Appraisal Fee	\$ 20.00	5.	\$
2. Credit Report	\$ 5.00	6.	\$
3.	\$	7.	\$
4.	\$	8.	\$

1ST Payments for principal and interest on this transaction shall be 120 monthly installments of \$ 75.23 beginning on the day of Aug 1970 and due on the 1ST day of each month thereafter.

This Institution's security interest in this transaction is a 1ST Mgtg on property located at Fairhope Acres Fairhope, AL also specifically described in the documents furnished for this loan. The documents executed in connection with this transaction cover all after-acquired property and also stand as security for future advances, the terms for which are described in the documents.

Describe late payment formula, if any, in accordance with Section 226.8(b)(4)

3% chge. if payment not made within 15 days of due date.

Describe prepayment formula, if any, in accordance with Section 226.8(b)(6)

None

Describe rebate formula, if any, in accordance with Section 226.8(b)(7)

Miscellaneous disclosures, or explanations, if any.

INSURANCE

PROPERTY INSURANCE

Property insurance, if written in connection with this loan, may be obtained by borrower through any person of his choice, provided however, the creditor reserves the right to refuse, for reasonable cause, to accept an insurer offered by the borrower. If borrower desires property insurance to be obtained from or through the creditor, the cost will be \$ for the year term of the initial policy.

OTHER INSURANCE

Credit life, accident, health or loss of income insurance is not required to obtain this loan. No charge is made for such insurance and no such insurance is provided unless the borrower signs the appropriate statement below. is available at a cost of \$ for the year term of the initial policy. (type of insurance)

I desire insurance coverage.

I DO NOT desire such insurance coverage.

Date Signature

7-8-70 Robert L. Higgins
Date Signature

Baldwin County Sav. & Loan Ass'n.
INSTITUTION

BY
Vice Pres.

TITLE
7-8-70
DATE

I hereby acknowledge receipt of the disclosures made in this notice.

Robert L. Higgins
CUSTOMER

Walter Higgins
CUSTOMER
7-8-70
DATE

George H. Hoyle & Evie D. Hoyle
To

Fairhope Single Tax Corporation

Consideration: \$1,000.00

INSTRUMENT: Statutory Deed
DATED: April 11, 1906
FILED: April 14, 1906

RECORDED: Deed Book 10,
Page 257

ACKNOWLEDGED by Grantors before
C. E. Littlefield, Notary Public,
Baldwin County, Alabama.

RECITES:

" . . . do hereby grant, bargain, sell and convey . . . the following described parcels of land in the County of Baldwin, State of Alabama, in Township Six (6) South, of Range Two (2) East, and more particularly described as follows, to-wit:

All of Section Two (2), except the north-west quarter of the north-west quarter; All of Section Eleven (11); The east half of the south-east quarter of Section Fifteen (15); The east half and south-west quarter of Section Twenty-Two (22); The west-half of north-east quarter, north half of north-west quarter, south-west quarter of north-west quarter and south-west quarter of south-east quarter of Section Twenty-Seven (27), containing in all Twenty-Two Hundred and Eighty (2280) acres, more or less. Meaning and intending to convey all the lands described in the deed from the estate of John Bowen to S. S. Mann, described in a deed recorded in Book "W" pp 183, of the records of said County, excepting the South-east quarter of South-east quarter of said Section Twenty-Seven (27), previously conveyed by said Bowen estate to one Clough, and excepting the south-east quarter of north-west quarter of said Section Twenty-Seven (27), claimed and occupied by the heirs of Tan Denton.

TO HAVE AND TO HOLD . . .

Said George H. Hoyle also hereby assigns to said party of the second part any claim which he may have against any parties for wood or timber removed from the above described lands without his consent since his purchase of same.

(Signed) George H. Hoyle (Seal)
Evie D. Hoyle (Seal)

NOTICE TO CUSTOMERS
REQUIRED BY FEDERAL LAW
FEDERAL RESERVE REGULATION Z

REAL PROPERTY TRANSACTION—PURCHASE LOAN
SECURED BY FIRST LIEN ON A DWELLING

LOAN NO. F-1229

The FINANCE CHARGE on this transaction will begin to accrue on 7-8-70

The AMOUNT OF THE LOAN in this transaction is \$ 6,200.00

Less the PREPAID FINANCE CHARGE on this transaction which includes:

1. Loan Fee	\$ 42.65	5.	\$
2. Legal Fee	\$ 23.00	6.	\$
3.	\$	7.	\$
4.	\$	8.	\$

TOTAL \$ 118.65
6,081.35

Equals the AMOUNT FINANCED in this transaction

This amount includes:

1. Title	\$ 15.00	5.	\$
2. Recording	\$ 11.35	6.	\$
3.	\$	7.	\$
4.	\$	8.	\$

NET PROCEEDS \$ 6,065.00

The ANNUAL PERCENTAGE RATE on this transaction is 8.25 %

Itemized CHARGES EXCLUDABLE from the FINANCE CHARGE in this transaction:

1. Appraisal Fee	\$ 20.00	5.	\$
2. Credit Report	\$ 2.00	6.	\$
3.	\$	7.	\$
4.	\$	8.	\$

Payments for principal and interest on this transaction shall be 120 monthly installments of \$ 75.23 beginning on the 1st day of Aug 1970 and due on the 1st day of each month thereafter.

This Institution's security interest in this transaction is a 1st Mortgage on property located at Fairhope Acres also specifically described in the documents furnished for this loan. The documents executed in connection with this transaction cover all after-acquired property and also stand as security for future advances, the terms for which are described in the documents.

Describe late payment formula, if any, in accordance with Section 226.8(b)(4)

3% charge if payment not made within 15 days of due date

Describe prepayment formula, if any, in accordance with Section 226.8(b)(6)

None

Describe rebate formula, if any, in accordance with Section 226.8(b)(7)

Miscellaneous disclosures, or explanations, if any.

INSURANCE

PROPERTY INSURANCE

Property insurance, if written in connection with this loan, may be obtained by borrower through any person of his choice, provided however, the creditor reserves the right to refuse, for reasonable cause, to accept an insurer offered by the borrower. If borrower desires property insurance to be obtained from or through the creditor, the cost will be \$ for the year term of the initial policy.

OTHER INSURANCE

Credit life, accident, health or loss of income insurance is not required to obtain this loan. No charge is made for such insurance and no such insurance is provided unless the borrower signs the appropriate statement below. is available at a cost of \$ for the year term of the initial policy. (type of insurance)

I desire insurance coverage.

I DO NOT desire such insurance coverage.

Date Signature
Baldwin County Sav. & Loan Ass'n
INSTITUTION
BY
Vice Pres.
TITLE
7-8-70
DATE

Date Signature
7-8-70 Robert F. Higgins
CUSTOMER
CUSTOMER
7-8-70
DATE

I hereby acknowledge receipt of the disclosures made in this notice.

December 27, 1957

Rickarby & Rickarby
Fairhope, Alabama.

Dear Sir: We, Fairhope Title & Survey Company, hereby certify that we have made an examination of the Indices to the land Records of Baldwin County, Alabama, for Mortgages, Judgments, Liens and Lis Pendens which constitute a lien upon the lands described below, and have found the following:

DESCRIPTION: Lot No. 26 of Fairhope Acres, as per plat thereof recorded in Map Book 4, page 84. Filed 17 November, 1953.

Examination made in the names of P. L. Wilson, LeMoyne Homes and J. W. Milstid and Marie Milstid only.

No Mortgages

No Judgments

No Liens or Lis Pendens

Title in Milstid as of deed recorded in Deed Book 207, 422 and dated 7 November, 1957

1957 taxes assessed to Le Moyne Homes -Beat 10- #1454- Paid.
Time covered by examination. 1947 to date.

FAIRHOPE TITLE & SURVEY COMPANY
Fairhope, Alabama.

By

J. H. A.

FROM THE LAW OFFICES OF
E. G. RICKARBY
P. O. BOX 71, FAIRHOPE, ALABAMA
PHONE WA 8-9836

CLIENT'S LEGAL ADVICE MEMO

CLIENT: Faulkner T & S DATE: 14 Dec 57

TIME OF VISITTO.....

ADDRESS:

FEE:

TIME ON PHONE.....TO.....

PHONE:

FACTS BY CLIENT:

Request 10 year check,
on property of W Melsted
Maie Melsted as shown
he died recorded KB 260 P 422

LAW AS READ:

OPINION BY ATTORNEY:

S
S U P P L E M E N T A L
A B S T R A C T
O F
T I T L E
T C

THE FOLLOWING DESCRIBED LANDS SITUATED IN BALDWIN
COUNTY, ALABAMA:

Lot Twenty-three (23) in Fairhope Acres, as per
Map recorded on November 17, 1953, in Map Book 4,
Page 84, Baldwin County Probate Records.

ABSTRACT NUMBER 2172

Compiled by

FAIRHOPE TITLE & SURVEY COMPANY

Fairhope, Alabama

for

Martin L. Nelson

Lemoyne Homes Inc.

To

Martin L. Nelson and
wife, Nancy M. Nelson

CONSIDERATION: \$10.00
and otherPaid

INSTRUMENT: Warranty Deed
DATED: 20 March, 1957
FILED: 3-29-57

RECORDED Deed Book 248, Pp.
381-2

ACKNOWLEDGED by P. L. Wilson
and Mabel J. Davis, as President
and Secretary respectively of Le
Moyne Homes Inc. before Lois J.
Horn, Notary Public, Mobile Coun-
ty, Alabama. Statutory form. Seal.

CONVEYS:

" ... all that real property situated in the County of Baldwin,
State of Alabama, to-wit:

Lot No. 23 of Fairhope Acres, as per plat of same filed
for record in the Probate Court of Baldwin County, Ala-
bama on November 17, 1953, in Map Book 4, Page 84.

Subject to the restrictive covenants affecting the title to said
lot ... to-wit:

1. The front line of all buildings must be kept back 75 feet
from the center-line of the public road as now established.
2. No billboard shall be erected or maintained on any of said
lots.
3. All buildings must be painted within 60 days after completion
or occupancy.
4. All outside toilets, septic tanks and other sewage disposal
plants must be constructed to meet the approval of the Ala-
bama State Board of Health.
5. No tar paper or imitation brick sheeting will be permitted
on the outside walls of any of the houses."

Martin L. Nelson and
Nancy M. Nelson, his
wife,

To

Susie E. Riall

CONSIDERATION: Principal
sum secured of \$700.00 at
6% interest.

INSTRUMENT: Real Estate Mortgage
DATED: 25 March, 1957
FILED: 3-29-57

RECORDED Mortgage Book 279, Pp. 187-8

ACKNOWLEDGED by Martin L. Nelson on
25 March, 1957 before E. G. Rickarby,
Jr., Notary Public, Baldwin County,
Alabama. Statutory form. Seal.

ENCROACHMENTS:

Lot No. 23 of Fairhope Acres, as per plat of same
filed for record in the Probate Court of Baldwin
County, Alabama on November 17, 1953, in Map Book
4, Page 84.

MARGINAL NOTATION: This instrument and the note and debt secured
thereby having been paid in full, the same is
hereby cancelled and discharged of record this
the 5 day of October, 1957.
(Signed) Susie E. Riall

ATTEST: W.R. Stuart
Judge of Probate

By Lila S. Glover, Clerk

Judg Cert.

Le Moyne Homes Inc.
Martin L. Nelson
Nancy M. Nelson

STATE AND COUNTY TAXES

- 1957 Assessed to Le Moynes Homes Inc. - Beat 10 - Assm't #1454
DESCRIPTION: Lot 23 Fairhope Acres - Paid
- 1958 Assessed to Martin L and Nancy M. Nelson - Beat 10 - Assm't
DESCRIPTION: Same as 1957 #1893 - Paid
- 1959 Assessed to Martin L. and Nancy M. Nelson - Beat 10 - Assm't
DESCRIPTION: Same as 1957. #1996 - Paid in
Amount of \$4.20.

NOTE: Taxes become due and payable upon the 1st day of October each year and are delinquent upon the 1st day of January following. After this date costs, interest and penalties commence to accrue.

Supp Cert

2172

Pages 1 to 5

March

57

22nd

March

60

8:00

14th