

5475

STATE OF ALABAMA)
BALDWIN COUNTY)

CONTRACT OF SALE

KNOW ALL MEN BY THESE PRESENTS: That this contract and agreement entered into this the 1st day of May, 1962 by and between THELMA ALICE VOLKING and CUYLAR F. VOLKING, husband and wife, herein called the "Vendor", and EDWARD HARDIE BROWN, unmarried, herein called the "Vendee:."

W I T N E S S E T H:

1.

The Vendor, for and at the price and subject to the terms and conditions hereinafter set out, contract and agree to sell, and the Vendee contracts and agrees to purchase the following described real property in Baldwin County, together with the improvements thereon, to-wit:

From the one-half ($\frac{1}{2}$) Section post on the West line of fractional section 19, Township 6 South, Range 2 East; thence south 398 feet, and East 384 feet for a Point of Beginning; thence North 5° E. 132 feet; thence South 87° E. 163 Feet; thence South 5° W. 121.5 feet; thence west 163 feet to the Point of Beginning. Lot lies in the U. S. Subdivision 8, Fractional Section 19, Township 6 South, Range 2 East.

2.

The purchase price of property to be paid to Vendor by Vendee is a sum in the amount of THREE THOUSAND FIVE HUNDRED and No/100 (\$3,500.00) DOLLARS, payable as follows: Two Thousand and no/100 (\$2,000.00) Dollars to be paid in cash at the time of the signing of these presents, the receipt of which is hereby acknowledged, and the balance sum of ONE THOUSAND FIVE HUNDRED and no/100 (\$1,500.00) DOLLARS to be paid in monthly installments of \$50.00 each, the first installment to become due thirty (30) days from the date of these presents and a like or similar installment due on the same day of each month thereafter until entire principal and interest at the rate of Seven (7%) percent per annum are fully paid; each installment to be accompanied with interest at the aforesaid rate. Privilege is granted to Vendee to pay the entire principal or to make additional payments on principal sum at any time prior to maturity, with interest thereon to date.

3.

The Vendee is hereby given possession of said property and the improvements thereon and the Vendor will maintain and keep

him in the quiet and peaceable possession thereof, so long as the payments, the terms and the conditions herein contained are complied with.

4.

The taxes for the current year are to be pro rated as of the date of closing the said sale, and the Vendee will assess and pay all taxes and any assessments subsequent thereto. Vendee further agrees to carry insurance on said premises in an amount not less than the amount of this contract, with loss payable clause to Vendor as their interest appear.

5.

Vendor will, upon the full and complete complaine of all terms and conditions herein, convey to Vendee all their right, title and interest in said property, and the improvements thereon, in Warranty Deed in usual Alabama form, free of all encumbrances.

6.

TIME IS OF THE ESSENCE OF THIS CONTRACT and if Vendee shall fail or refuse to comply with the terms and conditions herein, or to make payments as herein provided and shall allow such default to continue for more than thirty days the Vendor may, at their option and without notice to Vendee, declare this contract forfeited, null and void, and any amounts paid hereunder shall be retained by Vendor as rental and liquidated damages. The Vendee hereby agrees to pay a reasonable attorney fee should it be necessary to institute legal proceedings to collect any of the amount due hereunder.

7.

This contract shall inure to the benefit of and be binding upon the parties hereto, their heirs and assigns. Vendee shall have no right to transfer or assign this contract without first obtaining the written permission of the Vendor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, on this the 1st day of May, 1962.

Thelma Alice Volking (SEAL)
THELMA ALICE VOLKING

Coylar F. Volking (SEAL)
COYLAR F. VOLKING

Edward Hardie Brown (SEAL)
EDWARD HARDIE BROWN.

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned notary public in and for said state and county, certify that Thelma Alice Volking, Cuyler F. Volking, Edward Hardie Brown, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day same bears date.

Given under my hand and seal this 1st day of May, 1962.

My commission expires

June 10, 1962

G. Eugene K. Baker
NOTARY PUBLIC

CONTRACT OF SALE

VENDOR: THELMA ALICE VOLKING
CUYLAR F. VOLKING

VENDEE: EDWARD HARDIE BROWN

ERNEST M. BAILEY
ATTORNEY AT LAW
FAIRHOPE, ALABAMA

STATE OF ALABAMA,
COUNTY OF BALDWIN.

Before me, the undersigned notary public, personally appeared THELMA ALICE VOLKING, who being first duly sworn, deposes and says:

That she is one of the plaintiffs in the suit of THELMA ALICE VOLKING and CUYLAR F. VOLKING versus EDWARD HARDIE BROWN in the Circuit Court of Baldwin County, Alabama, Case No. 5475, and that she and her husband, CUYLAR F. VOLKING owned the property described in this suit, and that they were in possession of said property since having received same in 1945, and that they, the plaintiffs, have been in possession of said property from 1945 until May 1, 1962; and

That while in possession of said property, they agreed to sell same to EDWARD HARDIE BROWN, under a sales contract dated May 1st, 1962, copy of which is attached to this testimony, and that the defendant, EDWARD HARDIE BROWN, took possession of this property under this contract but failed to make the payments, and at the time of filing suit, he was delinquent three (3) payments, and that after the suit was filed he abandoned possession of said property but that he still has possession of the key to the property; and

That the plaintiff asks judgment for the property which she sued to recover.

Thelma Alice Volking
THELMA ALICE VOLKING

Subscribed and sworn to before me this 22 day of March, 1963.

[Signature]
Notary Public, Baldwin County, Ala.

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

P. O. BOX 71

March 22, 1963

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

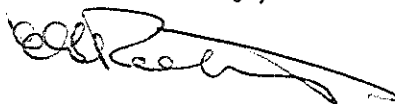
Dear Mrs. Duck:

Re: THELMA ALICE VOLKING &
CUYLAR F. VOLKING
Vs: EDWARD HARDIE BROWN
Case No. 5475
Our File: 63-15

Request judgment by default in this case. I am
enclosing testimony of the plaintiff to sustain
same. Please notify me when judgment is rendered
and send me the cost bill.

Thanks.

Yours very truly,



EGR/ts
Encl.
cc: Mrs. Volking
3/30/63

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

February 14, 1963

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: Volking vs. Brown
Our File: 63-15

Enclosed find summons and complaint in the case of
Volking vs. Brown.

Please process and have same served on Mr. Brown, and
oblige.

Yours very truly,



EGR/ts

Encl.

cc: Mrs. Volking

cc: Mr. Brown

THELMA ALICE VOLKING
and CUYLAR F. VOLKING,

Plaintiffs,

VS.

EDWARD HARDIE BROWN,

Defendant.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

C O M P L A I N T

COUNT I

The Plaintiffs sue to recover possession of the following tract of land:

From the one-half (½) Section post on the West line of Fractional Section 19, Township 6 South, Range 2 East; thence South 398 feet, and East 384 feet for a Point of Beginning; thence North 5° E. 132 feet; thence South 87° E. 163 feet; thence South 5° W. 121.5 feet; thence West 163 feet to the Point of Beginning. Lot lies in the U. S. Subdivision 8, Fractional Section 19, Township 6 South, Range 2 East, Baldwin County, Alabama;

of which they were in possession and upon which, pending such possession, and before the commencement of this suit the Defendant intends and unlawfully withholds, together with TWO HUNDRED DOLLARS (\$200.00) for the detention thereof.


E. G. Rickarby, Attorney for the Plaintiff.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.-----

-----TERM, 19----

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon

EDWARD HARDIE BROWN

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against -----

EDWARD HARDIE BROWN

-----, Defendant-----

by THELMA ALICE VOLKING & CUYLAR F. VOLKING

-----, Plaintiff-----

Witness my hand this

16

day of

Feb

1963

Exp. 2-21-63

Alice J. Mark, Clerk

No. 5475

Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

Thelma Alice Volking & Cuylar
F. Volking

Plaintiffs

vs.

Edward Hardie Brown

Defendants

Summons and Complaint

Filed 2-18 1963

Wingfield Clerk

E. G. Rickarby
Attorney at Law
P. O. Box 71
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Twin Beach Road
Fairhope, Alabama

Received In Office

Feb. 18, 1963

Sheriff.

I have executed this summons

this 21st day of Feb 1963
by leaving a copy with

Edward Hardie Brown

Sheriff claims 20 miles or

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

Fred Leibert

Deputy Sheriff.

J. H. Hays

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

February 18, 1963

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: William D. Barrow
Vs: J. N. Minchew
Our File: 63-25

Enclosed find summons and complaint of Barrow
versus Minchew. Please give this extra good
processing as my friend, William D. Barrow,
is an attorney in Crestview.

Yours very truly,



EGR/wrt
Enclosed - Summons & Complaint (dup.)
\$25.00 deposit for costs.

cc: Mr. William D. Barrow
cc: Mr. Forest A. Christian

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

July 15, 1963

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: William D. Barrow Case No. 5479
Vs: J. N. Minchew
 Our File No. 63-25

I have been instructed by my plaintiff to dismiss
this suit against Mr. Minchew with prejudice.
Client has paid \$25.00 costs. Will you send me
any unearned costs and oblige.

Yours very truly,

E. G. Rickaby
Atty. for
William D. Barrow

EGR/wrt
cc: Mr. William D. Barrow
cc: Mr. Forest A. Christian
8/15/63

William D. Barrow,

Plaintiff,

VS,

J. N. Minchew,

Défendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

CASE NO. 5479

I do not owe this debt.

J. N. Minchew
J. N. Minchew, Defendant

I demand trial by jury.

J. N. Minchew
J. N. Minchew
Défendant

FILED

MAR 11 1963

ALICE J. DUCK, CLERK
REGISTER

WILLIAM D. BARROW,
Plaintiff,

VS.

J. N. MINCHEW,
Defendant.

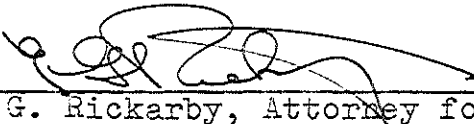
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.
CASE NO. _____.

C O M P L A I N T

COUNT I

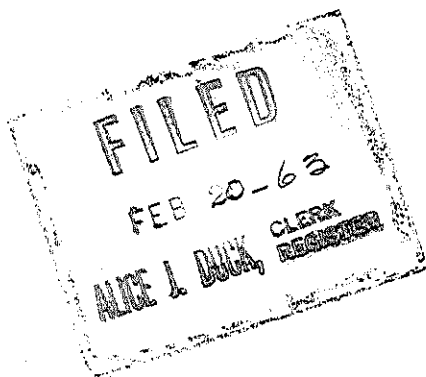
The Plaintiff claims of the Defendant the sum of SIX HUNDRED ELEVEN AND 20/100 (\$611.20) DOLLARS due by promissory note made by him and payable to the Bank of Crestview on, to-wit, the 17th day of August, 1962, with interest thereon, which said note is the property of the Plaintiff.

And the Plaintiff avers that in said note, and as a part of the consideration thereof, the Defendant has expressly waived his right to claim personal property as exempt to him under the Constitution and Laws of the State of Alabama, and to pay an attorney's fee for the collection thereof; and Plaintiff claims the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS as such attorney's fee.



E. G. Rickarby, Attorney for Plaintiff.

Defendant's address is:
Marlow, Alabama.



SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon J. N. MINCHEW,

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against _____

J. N. MINCHEW

_____, Defendant_____

by WILLIAM D. BARROW

_____, Plaintiff_____

Witness my hand this 20 day of Feb 1963

Exp - 3-1-63

Wm D Barrow, Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

WILLIAM D. BARROW

Plaintiffs

vs.

J. N. MINCHEW

Marlow

Defendants

Summons and Complaint

Filed 2-20 1963

Clerk

E. G. Rickarby
Attorney at Law
P. O. Box 71
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Marlow, Alabama

Received In Office

Feb. 20, 1963

Sheriff.

I have executed this summons

this March 1, 1963
by leaving a copy with

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Sheriff.

Deputy Sheriff.