

JIM WALTER CORPORATION,) IN THE CIRCUIT COURT OF
a corporation,)
Plaintiff) BALDWIN COUNTY,
ALABAMA
VS:) AT LAW
HANNAH LEE GAINES,)
Defendant) CASE NO. 6025

WRIT OF POSSESSION

STATE OF ALABAMA)

BALDWIN COUNTY)


TO ANY SHERIFF OF SAID STATE - Greetings:

You are hereby commanded to deliver to Jim Walter Corporation possession of the lands and tenements which the said Jim Walter Corporation recovered of Hannah Lee Gaines by the judgment of our Circuit Court, held for the County of Baldwin on the 10th day of July, 1964, to-wit:

Commencing at the half-section post of the line dividing Sections 28 and 33, running thence West 7.07 chains to the point of beginning; thence run North 210 feet, thence run East 210 feet, thence run South 210 feet, thence run West 210 feet back to the point of beginning; being situated in Subdivision "D" of Fractional Section 28 in Township 2 South, Range 2 East, Baldwin County, Alabama.

You are further commanded to make return of this writ and the execution thereof according to the law.

Witness my hand this 12 day of August, 1964.


CLERK OF CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA

6045-

Jim Walter Corp

OS.

Hannah Lee Gaines

Received 12 day of Aug 1966
and on 20 day of Aug 1966
I served a copy of the within copy of Deed
on Hannah Lee Gaines

By service on _____

TAYLOR WILKINS, Sheriff
By W. D. Wilkins D.S.

Sherriff claims _____
Ten Cents per mile Total \$ 20.00
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF
W. D. Wilkins

By moved her from property

This Quit-Claim Deed, Executed this 14th day of May A. D. 1964 by

MID STATE HOMES, INCORPORATED

a corporation existing under the laws of Florida, and having its principal place
of business at 1500 No. Dale Mabry Tampa, Florida
first party to Jim Walter Corporation

whose postoffice address is

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context
so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$
Ten and other considerations

in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise,
release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand
which the said first party has in and to the following described lot, piece or parcel of land, situate, lying
and being in the County of Baldwin State of Alabama to wit:

Commencing at the half-section post of the line dividing Section 28 & 33,
running thence West 7.07 chains to the point of beginning: thence run North
210 feet, thence run East 210 feet, thence run South 210 feet, thence run
West 210 feet back to the point of beginning; being situated in Subdivision
"D" of Fractional Section 28 in Township 2 South, Range East, Baldwin County,
Alabama.

Recorded
in the
Public Records

Deed Talk

Mortgage

Judge of

By

To Have and to Hold the same together with all and singular the appurtenances there-
unto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim
whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of
the said second party forever.

In Witness Whereof the said first party has caused these pres-
ents to be executed in its name, and its corporate seal to be hereunto
affixed, by its proper officers thereunto duly authorized, the day and year
first above written.

CORPORATE SEAL

ATTEST:

Ass't Secretary

MID STATE HOMES, INC.

Signed, sealed and delivered in the presence of

By

Vice President

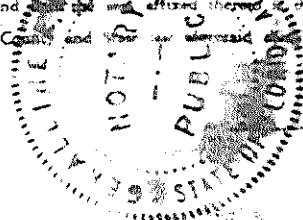
STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared

O. C. King and A. E. Saraw

well known to me to be the Vice President and Secretary respectively of the corporation named as first party
in the foregoing deed, and that they severally acknowledged the same in the presence of two subscribing witnesses freely and voluntarily under
authority duly vested in them by said corporation and that the seal was affixed thereto in the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 14th day of May A. D. 1964



BOOK 345 PAGE 517

Agreement for Deed

Include

This Agreement Made this 18th day of May A.D. 19 63

by and between Mid-State Homes, Inc.

of Hillsborough County, Florida, hereinafter called Sellers, and
Hannah Lee Gaines

hereinafter called Buyers, witnesseth:
That if the said Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be performed, the said Sellers hereby covenant and agree to convey to the Buyer all right title and interest of the Seller by Deed of Conveyance, the lot....., piece....., or parcel X of ground situated in the County of Baldwin, and State of Alabama

known and hereby described as follows, to-wit: Commencing at the half-section post of the line dividing Sections 28 & 33, running thence West 7.07 chains to the point of beginning; thence run North 210 feet, thence run East 210 feet, thence run South 210 feet, thence run West 210 feet back to the point of beginning; being situated in Subdivision "D" of Fractional Section 28 in Township 2 South, Range 2 East, Baldwin County, Alabama.

And the Buyers hereby covenant and agree to pay to the Sellers at the office of the Sellers, P. O. Box 9128, Tampa, Florida, or at such other place as the holder may designate in writing, the sum of \$ 4750.40 to be paid as follows: \$ 200.00 cash in hand, the receipt of which is hereby acknowledged, and the balance of \$ 4550.40 to be paid in 144 monthly installments of \$ 31.60 each, the first installment to become due and payable on or before the 5th day of July 19 63, and one installment to become due and payable on or before the 5th day of each succeeding month until the whole of said indebtedness is paid, with interest from maturity at the rate of six per cent per annum.

And the Buyers agree to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land subsequent to the year 1962.

In case of the failure of the Buyers to make any of the payments herein designated, or any part thereof, or failure to perform any of the covenants on their part hereby made and entered into for a period of Thirty days after maturity, this contract shall be forfeited and terminated, and the Buyers shall forfeit all payments made by them on this contract, and such payments shall be retained by the Sellers in full satisfaction and in liquidation of all damages by them sustained; and the Sellers shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor. Notice to quit and of forfeiture are each hereby waived.

It is agreed that the Buyers shall have the privilege at any time of paying in advance the unpaid balance under this contract, together with interest, taxes, and other assessments that may be due, and procuring a deed from the Sellers.

It is further agreed by the parties hereto that this contract is not to be recorded, and that no assignment or transfer of said contract or the rights thereunder of the Buyers shall be valid and binding as against the Sellers, unless the Sellers shall consent in writing to such recording or assignment.

IT IS MUTUALLY AGREED by and between the parties hereto that the time of payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

IT IS FURTHER AGREED that if there is any default in the contract on the part of the buyer, that the buyer will pay to the seller any reasonable attorney's fee that the seller might incur as a result of foreclosing this agreement or evicting the buyer.

IT IS FURTHER AGREED that the buyer shall insure the above described premises in the amount of this contract and that the seller will be entitled to the benefit of the insurance in the amount owed upon the contract. That the buyer shall pay the insurance premiums.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals effective the day and year first above written.

Marshall Spurlin Hannah Lee Gaines (Seal)
BUYER
MID-STATE HOMES, INC. (Seal)
SELLER
SELLER (Seal)

GIBBONS & STOKES

ATTORNEYS AT LAW
308-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
B. F. STOKES, III

April 10, 1964

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA, 36601

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

Re: Jim Walter Corporation vs. Hannah Lee
Gaines

Dear Mrs. Duck:

I enclose herein an original and two copies of a complaint in ejectment in the above case. I would appreciate it if you would file the same in the Circuit Court of Baldwin County and issue it for service, and I would also appreciate it if you would confirm the filing date and also the date when service is perfected.

The defendant's address is Route #1, Box 356,
Bay Minette, Alabama.

Thank you very much for your attention to this matter.

Sincerely yours,



E. Graham Gibbons
Attorney for Jim Walter Corp.

EGG:m
Encl

JIM WALTER CORPORATION, a corporation,)	IN THE CIRCUIT COURT OF
Plaintiff)	BALDWIN COUNTY,
VS:)	ALABAMA
HANNAH LEE GAINES,)	AT LAW
Defendant)	CASE NO. _____

COUNT ONE

The plaintiff sues to recover possession of the following tract of land in Baldwin County, Alabama:

Commencing at the half-section post of the line dividing Sections 28 and 33, running thence West 7.07 chains to the point of beginning; thence run North 210 feet, thence run East 210 feet, thence run South 210 feet, thence run West 210 feet back to the point of beginning; being situated in Subdivision "D" of Fractional Section 28 in Township 2 South, Range 2 East, Baldwin County, Alabama.

of which the plaintiff was in possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withhold, together with \$1,000.00 for the detention thereof.

COUNT TWO

The plaintiff sues to recover possession of the following tract of land in Baldwin County, Alabama:

Commencing at the half-section post of the line dividing Sections 28 and 33, running thence West 7.07 chains to the point of beginning; thence run North 210 feet, thence run East 210 feet, thence run South 210 feet, thence run West 210 feet back to the point of beginning; being situated in Subdivision "D" of Fractional Section 28 in Township 2 South, Range 2 East, Baldwin County, Alabama.

to which said tract of land the plaintiff has the legal title, and upon which tract of land, before the commencement of this suit, the defendant entered and unlawfully withhold, together with \$1,000.00 for detention thereof.

GIBBONS & STOKES

BY: E. Graham Gibbons
E. GRAHAM GIBBONS
Attorney for Plaintiff

Serve the defendant at Route #1, Box 356, Bay Minette, Alabama.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. 6025

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Hannah Lee Gaines

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

Hannah Lee Gaines

, Defendant

Jim Walter Corporation, A Corporation

by

, Plaintiff

Witness my hand this 13 day of April 19 64

64-5-15-64

Walter H. Duck, Clerk

No. 6025

Page

The State of Alabama

Baldwin County

CIRCUIT COURT

JIM WALTER CORPORATION, A CORP

Plaintiffs

vs.

HANNAL LEE GAINES

Defendants

Summons and Complaint

Filed 4-13 1964

Alice J. Duck

Clerk

Gibbons & Stokes

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

4/13/64

I have executed this summons
this May 15 1964
by leaving a copy with

Hannal Lee Gaines

Sheriff claims

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Taylor Wilkins
W. G. Tolbert
Hannal Lee Gaines