

# CHANCERY EXECUTION

## BILL OF COSTS

No. 757

J. C. Langley et al vs. Sophia Mack

Plaintiff

Defendant

FEES OF REGISTER	Dollars	Cents	Brought Forward	
Filing each bill and other papers.....\$	10	30	For Receiving, keeping and paying out or distributing money, etc.; 1st \$1,000, 1%, all over \$1,000, and not over \$5,000, 3-4 of 1%; all over \$5,000 and not exceeding \$10,000, 1-2 of 1%, all over \$10,000 1-4 of 1%.	300
Issuing each subpoena.....	50	50	Receiving, keeping and paying out money paid into court, etc., 1-2 of 1% of amount received.	
Issuing each copy thereof.....	40	80	Each notice sent by mail to creditor...	15
Entering each return thereof.....	15		Filing, receipting for and docketing each claim, etc.....	25
For each order of publication.....	1 00		For all entries on subpoena docket, etc.....	50
Issuing writ of injunction.....	1 50		For all entries on commission docket, etc.....	50
For each copy thereof.....	50		Making final record, per 100 words	15
Entering each return thereof.....	15		Certified copy of decree.....	1 00
Issuing Writ of Attachment.....	1 00		Report of divorce to State Health Office.....	50
Entering each return thereof.....	15		(Acts 1915)	
Docketing each case.....	1 00	25	Total Fees of Register.....	850
Entering each appearance.....	25		<b>FEES OF SHERIFF</b>	
Issuing each decree pro confesso on per. ser. ....	1 00		Serving and returning subpoena on deft. ....	1 50
Issuing each decree pro confesso on publication.....	1 00		Serving and returning subpoena for witness.....	65
Each order appointing guardian.....	1 00		Levying attachment.....	3 00
Any other order by Register.....	50	50	Entering and returning same.....	25
Issuing commission to take testimony.....	50		Selling property attached.....	75
Receiving and filing.....	10		Impaneling Jury.....	75
Endorsing each package.....	10		Executing writ of possession.....	2 50
Entering order submitting cause.....	50		Collecting execution for costs.....	1 50
Entering any other order of court.....	25		Serving and returning sci. fa., each	65
Noting all testimony.....	50		Serving and returning notice.....	65
Abstract of cause, etc.....	1 00		Serving and returning writ of injunction.....	1 50
Entering each decree.....	75	75	Serving and returning writ of exeat.	1 50
For every 100 words over 500.....	15		Taking and approving bonds, each....	75
Taking account, etc.....	3 00	25	Collecting money on execution.....	
Taking testimony, etc.....	15		Making deed.....	2 50
Each report, 500 words or less.....	2 50		Serving and returning application, etc.....	1 00
For every 100 words over 500.....	15		Serving attachment, contempt of court.....	1 50
Amount claimed less than \$500, etc.....	2 00		Total Fees of Sheriff.....	300
Issuing each subpoena.....	25		<b>RECAPITULATION</b>	
Witness certificate, each.....	25		Register's Fees.....	850
Issuing execution, each.....	75		Sheriff's Fees.....	300
Entering each return.....	15		Commissioner's Fees.....	
Taking and approving bond, each.....	1 00		Solicitor's Fees.....	
Making copy of bill, etc.....	15		Witness Fees.....	
Each notice not otherwise provided for	50		Guardian Ad Litem.....	
Each certificate or affidavit, with seal...	50		Printer's Fees.....	
Each certificate or affidavit, no seal.....	25		Trial Tax.....	3 00
Hearing and passing on application, etc.	3 00		Recording Decree in Probate Court....	
Each settlement with receiver, etc.....	3 00		Total.....	1450
Exam'ing each voucher of Receiver, etc.	10			
Examining each answer, etc.....	3 00			
Recording resignation, etc.....	75			
Entering each cert. to Supreme Court....	50			
Taking questions and answers, etc.....	25			
For all other ser. relating to such proceedings.....	1 00			
For services in proceeding to relieve minors, etc., same fee as in similar cases.				
Commission on sales, etc.: 1st \$100, 2 per ct.; all over \$100 and not exceeding \$1,000, 1½ per ct.; all over \$1,000, and not exceeding \$20,000, 1 per ct.; all over \$20,000, ¼ of 1 per ct.				
Sub Total Carried Forward.....				

The State of Alabama, } No. \_\_\_\_\_  
 Baldwin County. } Circuit Court, In Equity \_\_\_\_\_ Term, 194 \_\_\_\_\_

To Any Sheriff of the State of Alabama—GREETINGS:  
 You are hereby commanded, That of the goods and chattels, lands and tenements of \_\_\_\_\_  
 \_\_\_\_\_ Defendant.....  
 you cause to be made the sum of \_\_\_\_\_ Dollars,  
 which \_\_\_\_\_ Plaintiff.....  
 recovered of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 194 \_\_\_\_\_  
 by the judgment of our Circuit Court, held for the county of Baldwin, besides the sum of \_\_\_\_\_ Dollars,  
 costs of suit, and have the same to render to the said \_\_\_\_\_  
 and make return of this Writ and the execution thereof, according to law.  
 Interest from \_\_\_\_\_ 194 \_\_\_\_\_ to date of collection.  
 Witness my hand, this \_\_\_\_\_ day of \_\_\_\_\_ 194 \_\_\_\_\_, Register.

T. C. TAMPARY, ET AL,  
COMPLAINANTS,

IN THE CIRCUIT COURT OF

VS.

BALDWIN COUNTY, ALABAMA,

SOPHIA MACH, ET AL,  
RESPONDENTS.

IN EQUITY. No. 757

This cause coming on to be heard is submitted upon the original Bill of Complaint, original Answer and Cross Bill, Amended Answer and Cross Bill, and the testimony of Sophia Mach and R. S. Duck, and it appearing to the Court, from the pleadings and proof, that the Complainant entered into a contract with the Respondent for the purchase of a certain tract of land in Baldwin County, Alabama, described as follows, to-wit:

All the land on the West side of the Bay Minette and Fort Morgan Railroad, in the Southwest quarter of the Southeast quarter of Section 25, Township 5 South, Range 3 East of St. Stephens Meridian, in Alabama, containing 29 acres, more or less, together with all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

that the contract provided for the payment of Forty Seven Hundred Fifty (\$4750.00) Dollars, together with interest thereon at the rate of five per cent per annum, payable Forty (\$40.00) Dollars per month, such payment to be applied, first on the accrued interest and then any balance to be paid on the principal indebtedness due thereunder, all payments to be due and payable on the 20 day of each month after the execution thereof; that subsequent to the filing of suit, on, to-wit: September 17, 1941, and while the same was pending the parties entered into a new contract involving the sale of the same property at an agreed price of Forty-one Hundred Fifty-five (\$4155.00) Dollars, together with interest thereon, at the rate of five per cent per annum, payable Forty (\$40.00) Dollars per month, such payments to be applied to the principal indebtedness due thereunder. All payments to be due and payable on the 20 day of each month after the execution of the contract, and the first payment being due on February 20, 1942, to cover the period of time from January 20, 1942, to February 20, 1942, and a like payment to be due and payable on the 20 day of each month thereafter until the full amount was paid; that said contract provided that if the payments should become delinquent for a period of thirty days, the said Respondent could, at her option, declare the contract forfeited, null and void, and any amounts paid thereunder to be retained by her as rental and liquidated damages; that the Complainant waived all notices of such forfeiture, and that the said Complainant being in default, the Respondent declared the said contract forfeited, null and void; that during the pendency of said action, the Complainant deposited with Honorable R. S. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, the sum of Two Hundred One

(\$201.00) Dollars, to be applied against the payments on the contract;

The Court after understanding and considering the matter, is of the opinion that the Respondent—Cross Complainant, Sophia Mach, is entitled to the relief prayed for in her amended Cross Bill;

It is therefore ordered, adjudged and decreed by the Court that the original contract entered into by and between the Complainant and the Respondent, dated November 17, 1932, and the supplemental contract entered into by and between the Complainant and the Respondent, dated February 3, 1942, has been forfeited, null and void, and is now of no force and effect.

It is further ordered, adjudged and decreed by the Court that the Complainant, T. C. Tampary, is indebted to the Respondent, Sophia Mach, in the sum of Three Hundred Sixty (\$360.00) Dollars, after allowing all payments, discounts, set-offs, and counter claims, and that the Respondent, Sophia Mach, have and recover of the Complainant, T. C. Tampary, the sum of Three Hundred Sixty (\$360.00) Dollars.

It is further ordered, adjudged and decreed by the Court that the money, Two Hundred One (\$201.00) Dollars, deposited by the said T. C. Tampary with the Honorable R. S. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, be and the same is hereby condemned to the satisfaction of the judgment herein, and that the said R. S. Duck is hereby ordered to pay the said sum over to the said Sophia Mach, to be credited against the judgment herein.

It is further ordered, adjudged and decreed that the Respondent, Sophia Mach, has a lien on any fixtures or property belonging to the said T. C. Tampary, in or on the property described herein, for the rent due, as herein set out, and the same is ordered to be sold for the satisfaction of the balance due hereunder, together with the costs of this proceeding, and any balance to pay over to the said T. C. Tampary.

It is further ordered, adjudged and decreed that the Complainant, T. C. Tampary, pay the costs hereof for which execution may issue.

Dated at Monroeville, Monroe County, Alabama, on this the 2<sup>nd</sup> day of

July, 1942.

A. N. Vase  
Judge.

The State Of Alabama }  
Baldwin County } Circuit Court of Baldwin County, In Equity.

To Any Sheriff of the State of Alabama—GREETINGS:

WE COMMAND YOU, That you summon  
SOPHIA MACH and GOERGE MACE,

of Baldwin County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

T. C. TAMPARY and ELLEN TAMPARY

against said SOPHIA MACH and GOERGE MACH

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, R. S. Duck, Register of said Circuit Court, this 18th day of September, 194 1.

*R. S. Duck*

Register

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

T. C. TAMPARY, ET AL  
COMPLAINANTS,

VS.

SOPHIA MACH, ET AL  
RESPONDENTS.

FINAL DECREE

Beebe & Hall, Lawyers,  
Bay Minette, Alabama

T. C. TAMPARY AND ELLEN TAMPARY,

Complainants,

VS.

SOPHIA MACH AND GEORGE MACH,

Defendants.

IN THE  
CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.

IN EQUITY

NO. 757

TO HON. F. W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIR-  
CUIT OF ALABAMA. IN EQUITY:

Your Oratres, T. C. Tampary and Ellen Tampary, humbly complaining of the defendants, Sophia Mach and George Mach, in a matter as will hereinafter appear, shows unto your Honor as follows:

F I R S T:

Your Oratres shows unto your Honor that all of the parties to this suit are over the ages of twenty-one years, and are resident citizens of Baldwin County, Alabama.

S E C O N D:

Your Oratres further show unto your Honor that on, to-wit: 17th day of November, 1939, that they purchased from the defendants the following described real estate, together with the improvements thereon, situated in Baldwin County, Alabama, to-wit:

All the land on the west side of the Bay Minette and Fort Morgan Railroad in the southwest quarter of the southeast quarter of Section 25, Township 5 South, Range 3 East of St. Stephens Meridian, in Alabama, containing 29 acres, more or less, together with all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

And that they went into the immediate actual possession of said lands, and have remained in such possession of the same ever since; that the purchase price to be paid by your Oratres for said property was FORTY SEVEN HUNDRED FIFTY AND 00/100 (\$4750.00) DOLLARS, to be paid at the rate of FORTY AND 00/100 (\$40.00) DOLLARS per month, said FORTY SEVEN HUNDRED FIFTY AND 00/100 (\$4750.00) DOLLARS to bear five per cent (5%) interest. That in addition thereto your Oratres were to pay the taxes on the property and keep the improvements thereon insured, and deliver to the defendants a copy of said insurance policy, which your Oratres aver that they have done. That it was conditioned in said agreement or contract of sale, a copy of which is hereto attached and marked Exhibit "A", and is made a part of this bill of complaint, that the monthly payments were to be made on the 20th day of each month after the execution of the contract, and that on the failure of your Oratres to pay the same for a period of sixty (60) days, then the defendants, at their option were authorized to declare said contract forfeited.

T H I R D:

Your Oratres further show unto your Honor that they have complied with their said contract; that they have paid, or offered to pay to the defendants said monthly payments in accordance with their said contract, and that they are not in default thereon, and that they have paid more than ONE THOUSAND (\$1,000.00) DOLLARS to the defendants on said contract since the inception thereof - Yet, in the face of all this, your Oratres show unto your Honor that on August 23, 1941, your Oratres received the following letter from the defendants:

"Bay Minette, Alabama,  
August 23, 1941.

"Mr. T. C. Tampary,  
Mrs. Ellen Tampary,  
Daphne, Alabama.

Dear Sir and Madam:-

"You are more than sixty (60) days in arrears under your contract dated November 17th, 1939, to purchase from Sophia Mach and George Mach the following described lands situated in Baldwin County, Alabama, to-wit:

"All the lands on the west side of the Bay Minette and Fort Morgan Railroad, in the southwest quarter of the southeast quarter of Section 25, Township 5 South, range 3 East of St. Stephens Meridian, in Alabama, containing 29 acres, more or less, together with all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

"Under the terms of the contract it is provided that if you fail or refuse to make the payments or perform the conditions set out in the contract and allow the same to become delinquent for a period of sixty (60) days, then we, the vendors, at our option may declare the contract forfeited, null and void.

"We do hereby now declare said contract null and void and demand possession of the said property."

"Yours very truly,

"SOPHIA MACH  
"GEORGE MACH"

That at the time your Oratres received said letter they had paid all installments due under said contract on and prior to June 20, 1941, on the date due, or within sixty days from the maturity of the same; that they are due the installment maturing July 20, 1941, and August 20, 1941. That they have been endeavoring to make these payments to the defendants; that they are not in default of any of said payments due under said contract; that within the



EXHIBIT "A"

STATE OF ALABAMA }  
BALDWIN COUNTY }

KNOW ALL MEN BY THESE PRESENTS, That this AGREEMENT and CONTRACT OF SALE made and entered into on this 17th day of November, 1939, by and between SOPHIA MACH, joined by her husband, GEORGE MACH, hereinafter called "Vendor", and T. C. Tampary & Ellen Tampary, hereinafter called "vendee," witnesseth:

The Vendor, for and in consideration of the price and upon the terms and conditions hereinafter set out, contracts and agrees to sell, and the Vendee contracts and agrees to purchase the following described lands situated in Baldwin County, Alabama, to-wit:

All the land on the West side of the Bay Minette and Fort Morgan Railroad, in the Southwest quarter of the Southeast quarter of Section 25, Township 5 South, Range 3 East of St. Stephens Meridian, in Alabama, containing 29 acres, more or less, together with all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

The purchase price to be paid by the Vendee to the Vendor for said property is Forty-seven Hundred and Fifty (\$4750.00) Dollars, together with interest thereon at the rate of 5% per annum, payable Forty (\$40.00) Dollars per month, such payment to be applied first on the accrued interest and then any balance to be applied on the principal indebtedness due hereunder. All payments to be due and payable on the 20th day of each month after the execution of this contract. Provided that the Vendee shall have the right to pay any amount over and above the monthly payments <sup>herein</sup> specified that he shall wish, and in the event that any amount is paid over and above the specified monthly payment, then such amount shall be applied first to the accrued interest due on the principal and then on the balance of the principal due hereunder.

STATE OF ALABAMA }

BALDWIN COUNTY }

I, O. K. Cummings, a Notary Public, in and for said County, in said State, hereby certify that T. C. Tampary & Ellen Tampary, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 17th day of November, 1939.

SEAL

(Signed) O. K. Cummings  
Notary Public, Baldwin County,  
Alabama.

Received in Sheriff's Office  
This 18 day of Sept, 1941  
W. R. STUART, Sheriff

ORIGINAL

757

T. C. TAMPARY AND ELLEN TAMPARY  
Complainants,

VS.

SOPHIA MACH AND GEORGE MACH,  
Defendants.

Executed 9-23-1941  
by serving copy of writ Summons and  
Complaint on

Sophia Mach, r  
George Mach

W. R. Stuart Sheriff  
B. F. General Deputy Sheriff

BILL OF COMPLAINT

Filed September 17, 1941.

R. S. Duch Register.

C. L. HYBART

ATTORNEY AT LAW

MONROEVILLE, ALA.

RECORDED

T. C. TAMMANY, ET AL,  
COMPLAINANTS,

VS.

SOPHIA MACH, ET AL,  
RESPONDENTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

And now come the Respondents and for answer to the Complainants Bill of Complaint and each allegation therein contained, says:

1.

The Respondents admit the allegation contained in Paragraph 1;

2.

The Respondents admit that they entered into, with the Complainants, the contract referred to in the Bill of Complaint as Exhibit "A";

The Respondents are not advised as to whether or not the Complainants have paid the taxes on said property, and are therefore not in position to either admit or deny such allegation.

The Respondents deny that the Complainants have kept the improvements located on said property as provided in said contract;

3.

The Respondents deny the allegation contained in Paragraph 3 in that the Complainants have complied with the said contract;

The Respondents admit mailing the letter set out in the Complainants Bill of Complaint;

And for further answer to the Complainants Bill of Complaint and to each allegation therein contained and praying that this may be taken as their cross-bill the Respondents say:

A. That the Complainants and the Respondents are all over twenty-one years of age and residents of Baldwin County, Alabama;

B. That on November 17, 1939, the parties, Complainants and Respondents, entered into the contract set out as exhibit "A" of the Complainants Bill of Complaint;

C. The Respondents say that the Complainants have failed to comply with the terms and conditions set out in the contract, and that the Respondents gave notice to the Complainants on August 23, 1941, that they had failed to comply with said contract and that they were exercising their option to declare the said contract forfeited, null and void and did, by letter to the Complainants, a copy of which is set out in the Complainants Bill of Complaint, declare the said contract

null and void;

D. That the Complainants have refused to surrender possession of the said premises, in accordance with the terms and conditions of said contract between the Complainants and the Respondents.

Therefore the premises considered the Respondents pray that this be taken as their cross-bill against the Complainants and that the said Complainants by proper process be made parties hereto and required to plead, answer, or demur hereto within the time and under the penalties prescribed by law and the practice of this Honorable Court.

The Respondents-Cross Complainants pray that upon a final hearing hereof that this Honorable Court declare the contract entered into between the Respondents-Cross Complainants and the Complainants - Cross Respondents, on November 17, 1939, forfeited, null, void, and of no effect, and that a decree be made and entered requiring the said Complainants-Cross Respondents to immediately surrender and deliver the possession of the property described in said contract to the Respondents-Cross Complainants.

The Respondents-Cross Complainants pray for such other, different or general relief as they may be in equity and good conscience entitled to receive, and as in duty bound they will ever pray.

Belle + Wallace  
Solicitor for Respondents-Cross Complainants.

Bill for the Respondents-Cross Complainants  
1928

in such cases and will each be a

letter as they may be in edit. and each conscience entitled to receive and as

The Respondents-Cross Complainants bill for each copy of the bill of the Secretary  
Cross Complainants.

That the possession of the bill is described in this bill and to the Respondents-  
BEEBE & HALL, LAWYERS, Bay Minette, Alabama.  
ANSWER AND CROSS BILL  
C. TAMPARTY ET AL, COMPLAINANTS,  
SOPHIA MACH, ET AL, RESPONDENTS.  
The Respondents-Cross Complainants bill for each copy of the bill of the Secretary  
Cross Complainants.

That the possession of the bill is described in this bill and to the Respondents-  
BEEBE & HALL, LAWYERS, Bay Minette, Alabama.  
ANSWER AND CROSS BILL  
C. TAMPARTY ET AL, COMPLAINANTS,  
SOPHIA MACH, ET AL, RESPONDENTS.  
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That the possession of the bill is described in this bill and to the Respondents-  
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ANSWER AND CROSS BILL  
C. TAMPARTY ET AL, COMPLAINANTS,  
SOPHIA MACH, ET AL, RESPONDENTS.  
The Respondents-Cross Complainants bill for each copy of the bill of the Secretary  
Cross Complainants.

LEGAL NOTICE

TED E. CHILDRESS,	)	
	)	
Complainant.	)	IN THE CIRCUIT COURT OF
	)	
To,	)	BALDWIN COUNTY, ALABAMA
	)	
GRACIAN NOVOTNY and	)	IN EQUITY.
CHAS. TRISKA	)	
	)	
Respondents.	)	

It having been made to appear in the above cause from the Affidavit of Orris M. Brown, Attorney for Ted E. Childress, that the Respondents in said cause namely: those listed below, are unknown and their addresses are unknown to your Complainant.

Notice is hereby given to Gracian Novotny and Chas. Triska, Respondents, and/or their heirs or assigns, and to any and all persons, firms or corporations who claim any title to, interest in, lien or encumbrances on the land hereinafter described; that on the 3rd day of January, 1942, the said Ted E. Childress filed in the Equity side of the Circuit Court of Baldwin County, Alabama, his Bill of Complaint against all and any persons, firms or corporations claiming any interest in, lien or encumbrance upon the land described as Southeast Quarter of the Northwest Quarter of Section 20, Township 6 South, Range 4 East, Baldwin County, Alabama; said parties are hereby notified to appear and plead, answer or demur within thirty days from the 3th day of January, 1942, or a Decree Pro Confesso will be rendered against them.

That the title to the said lands stands in the name of the Complainant according to the records in the Office of the Judge of Probate of Baldwin County, Alabama.

That the said Bill of Complaint was filed and is filed for the purpose of establishing the title of said Complainant to said lands, and for the purpose of quieting title thereto and clearing up all doubts concerning the same. The Complainant acquired title to the said land by deed from Andrew Mateja, and that Andrew Mateja received title to this property indirectly through Tax Title Deed executed by the State Tax Commissioner to Mrs. J. R. Nichols, a copy of which all deeds from the State Tax Title deed down to the Complainant

and are filed in the Office of the Clerk of the Circuit Court of Baldwin County, Alabama. Complainant further alleges that he is the owner and that he is in the quiet and actual peaceful possession of said land, claiming to own the same absolutely and in fee simple and Complainant and those under whom he is claiming have been paying taxes on the same land and held the same under color of title for more than ten years next preceding the filing of said Bill of Complaint and that no other person, firm or corporation has paid taxes on said land during the said eight years.

WITNESS my hand this \_\_\_\_\_ day of January, 1942.

\_\_\_\_\_  
Register of Circuit Court of Baldwin County,  
Alabama.

Orvis M. Brown, Solicitor  
for Complainant.



T. C. TAMPARY, ET AL,  
COMPLAINANTS,  
  
VS.  
  
SOPHIA MACH, ET AL,  
RESPONDENTS.

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IN THE CIRCUIT COURT OF  
  
BALDWIN COUNTY, ALABAMA,  
  
IN EQUITY.

And now come the Respondents and for answer to the Complainants Bill of Complaint and each allegation therein contained, say:

1.

The Respondents admit the allegation contained in Paragraph 1;

2.

The Respondents admit that they entered into, with the Complainants, the contract referred to in the Bill of Complaint as Exhibit "A";

The Respondents are not advised as to whether or not the Complainants have paid the taxes on said property, and are therefore not in position to either admit or deny such allegation.

The Respondents deny that the Complainants have kept the improvements located on said property as provided in said contract;

3.

The Respondents deny the allegation contained in Paragraph 3 in that the Complainants have complied with the said contract;

The Respondents admit mailing the letter set out in the Complainants Bill of Complaint;

And for further answer to the Complainants Bill of Complaint and to each allegation therein contained and praying that this may be taken as their cross-bill the Respondents say:

A. That the Complainants and the Respondents are all over twenty-one years of age and residents of Baldwin County, Alabama;

B. That on November 17, 1939, the parties, Complainants and Respondents, entered into the contract set out as Exhibit "A" of the Complainants Bill of Complaint;

C. The Respondents say that the Complainants have failed to comply with the terms and conditions set out in the contract, and that the Respondents gave notice to the Complainants on August 23, 1941, that they had failed to comply with said contract and that they were exercising their option to declare the said contract forfeited, null and void and did, by letter to the Complainants, a copy of which is set out in the Complainants Bill of Complaint, declare the said contract

null and void;

D. That the Complainants have refused to surrender possession of the said premises, in accordance with the terms and conditions of said contract between the Complainants and the Respondents.

Wherefore the premises considered the Respondents pray that this be taken as their cross-bill against the Complainants and that the said Complainants by proper process by made parties hereto and required to plead, answer, or demur hereto within the time and under the penalties prescribed by law and the practice of this Honorable Court.

The Respondents-Cross Complainants pray that upon a final hearing hereof that this Honorable Court declare the contract entered into between the Respondents-Cross Complainants and the Complainants - Cross Respondents, on November 17, 1939, forfeited, null, void, and of no effect, and that a decree be made and entered requiring the said Complainants-Cross Respondents to immediately surrender and deliver the possession of the property described in said contract to the Respondents-Cross Complainants.

The Respondents-Cross Complainants pray for such other, different or general relief as they may be in equity and good conscience entitled to receive, and as in duty bound they will ever pray.

Richard H. Hill  
Solicitor for Respondents-Cross Complainants.

757  
Equity

T. C. TAMPARY, ET AL,  
COMPLAINANTS,

VS.

SOPHIA MACH, ET AL,  
RESPONDENTS.

ANSWER AND CROSS - BILL

Filed Nov. 24<sup>th</sup>, 1941

R. S. Duck  
Register

BEEBE & HALL, LAWYERS  
Bay Minette, Alabama.

THE STATE OF ALABAMA }  
Baldwin County

Circuit Court of Baldwin County, Alabama,  
(In Equity)

T. C. TAMPARY, ET AL. COMPLAINANT

VS.

SOPHIA MACH, ET AL. RESPONDENT

I, Frances Brantley

~~as Register and~~ Commissioner

have called and caused to come before me Sophia Mach and R. S. Duck

witnesses named in the Requirement for Oral Examination, on the 29th day of June,

19 42, at the office of REEBE & HALL

in Bay Minette, Alabama, and having first sworn said witnesses to speak the truth,

the whole truth, and nothing but the truth, the said \_\_\_\_\_

SOPHIA MACH doth depose and say as follows:

My name is Sophia Mach. I am over twenty-one years of age, and a resident of Baldwin County, Alabama. I am one of the Respondents in the cause pending in the Circuit Court of Baldwin County, Alabama styled T. C. Tampary, Et Al, Complainants, Vs. Sophia Mach, Et Al, Respondents, being No. 757.

On November 17, 1939, I, joined by my husband, George Mach, entered into a contract to sell to T. C. Tampary and Ellen Tampary, certain lands in Baldwin County, Alabama. A true copy of the contract is attached to and made a part of the original Bill of Complaint filed by the Complainant, on September 17, 1941. I, later, filed an Answer and Cross Bill to the original Bill of Complaint. The matter remained pending in the Circuit Court of Baldwin County, Alabama, in Equity, for some time. While the suit was pending I entered into a new contract with T. C. Tampary on February 3, 1942. A copy of said contract is attached to my amended Answer and Cross Bill filed in this Court on April 4, 1942. In and by and as a part of the said contract, the Complainant, T. C. Tampary agreed to pay Forty Dollars per month for the use of the premises. The contract also provided that in the event that the Complainant, T. C. Tampary, should fail or refuse to make the payments and perform the conditions set out in the contract, and allow the same to become delinquent, then I could, at my option, declare the contract forfeited, null and void, and any amount paid should be retained by me as rental and liquidated damages.

The said T. C. Tampary waived any and all notices required by law be given him of any forfeiture of contract and my intention to take possession of the property.

The original contract was in default at the time the new contract was entered into.

The said T. C. Tampary deposited with Honorable R. S. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, in Equity, the sum of Two Hundred One Dollars to cover the amount of the rent in arrear, which amount was to be applied to the indebtedness due.

The said T. C. Tampary failing to comply with the terms of the contracts, I did in accordance with the terms and conditions of the contract, take possession of the

ORAL EXAMINATION

I, Frances Brantley, as ~~Register and~~ Commissioner hereby certify that the foregoing deposition ~~s~~ on Oral Examination was taken down in writing by me in the words of the witness~~es~~ and read over to them and they signed the same in the presence of myself and H. M. Hall at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness~~es~~ or had proof made before me of the identity of said witness~~es~~; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 29th day of June, 1942.

Frances Brantley (L. S.)

No. 7571 Page \_\_\_\_\_

**THE STATE OF ALABAMA**  
**Baldwin County**

**IN CIRCUIT COURT, IN EQUITY**

T. C. TAMFARY, ET AL  
Complainants

Vs.

SOPEHA MACH, ET AL  
Respondents

**ORAL DEPOSITION**

Filed: \_\_\_\_\_, 19\_\_\_\_

Register \_\_\_\_\_

RECORDED IN

Record \_\_\_\_\_

Vol. \_\_\_\_\_ Page \_\_\_\_\_

Register \_\_\_\_\_

premises, and I am now in possession thereof.

The said T. C. Tampary occupied the premises, without paying rent, nine months and is now indebted to me for the use of the property for nine months at the rate of Forty Dollars per month, or the sum of Three Hundred Sixty Dollars, which is still due and unpaid.

Sophia Mach

R. S. DUCK, A WITNESS FOR THE COMPLAINANT, BEING FIRST DULY SWORN, DEPOSES AND SAYS:

My name is R. S. Duck. I am the Circuit Clerk and Register in Chancery in Baldwin County, Alabama. The Respondent, T. C. Tampary, some time about the middle of the year 1941 deposited with and to be held by me, the sum of Two Hundred One (\$201.00) Dollars, to be applied against the balance due on the contract entered into by and between him and Sophia Mach, which contract and the amendment thereto are the basis of the present pending suit; and I am now holding the said sum of Two Hundred One (\$201.00) Dollars to be applied in accordance with the direction of the Court.

R. S. Duck

T. C. TAMPARY, ET AL,  
COMPLAINANTS,

VS.

SOPHIA MACH, ET AL,  
RESPONDENTS.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

IN EQUITY.

And now come the Respondents and amend, with leave of the Court first had and obtained, their Answer and Cross Bill heretofore filed in this cause so that the same shall read as follows:

1.

The Respondents admit the allegation contained in Paragraph 1;

2.

The Respondents admit that they entered into, with the Complainants, the contract referred to in the Bill of Complaint as Exhibit "A";

The Respondents are not advised as to whether or not the Complainants have paid the taxes on said property, and are therefore not in position to either admit or deny such allegation.

The Respondents deny that the Complainants have kept the improvements located on said property as provided in said contract;

3.

The Respondents deny the allegation contained in Paragraph 3 in that the Complainants have complied with the said contract;

The Respondents admit mailing the letter set out in the Complainants Bill of Complaint;

And for further answer to the Complainants' Bill of Complaint and to each allegation therein contained and praying that this may be taken as their Cross Bill, the Respondents say:

A. That the Complainants and the Respondents are all over twenty-one years of age and residents of Baldwin County, Alabama;

B. That on November 17, 1939, the parties, Complainants and Respondents, entered into the contract set out as Exhibit "A" of the Complainants' Bill of Complaint;

C. The Respondents say that the Complainants have failed to comply with the terms and conditions set out in the contract, and that the Respondents gave notice to the Complainants on August 25, 1941, that they had failed to comply with said contract and that they were exercising their option to declare the said contract forfeited, null and void, and did, by letter to the Complainants, a copy of

which is set out in the Complainants' Bill of Complaint, declare the said contract null and void;

D. That subsequent to the filing of the original Bill of Complaint on behalf of the Complainant, and the Answer and Cross Bill of the Respondents, the parties heretofore entered into a written contract, to take the place of, and be in lieu of the original contract entered into between the said parties, and described in the original Bill of Complaint; that a copy of said contract is hereto attached, marked Exhibit "A", and asked to be taken as a part hereof as though herein fully set out;

E. That the Complainants are indebted to the Respondents for rent, the sum of Forty (\$40.00) Dollars per month, beginning June 20, 1941; that the said rent in the sum of Three Hundred Sixty (\$360.00) Dollars is still due and unpaid;

F. That the Complainants have deposited with and there is being held by Honorable R. S. Puck, Clerk of Circuit Court, Baldwin County, Alabama, in Equity, the sum of Two Hundred One (\$201.00) Dollars to be applied on the indebtedness due by the Complainants to the Respondents, for rent as hereinabove set out;

G. That the Complainants failing to comply with the terms and conditions of the contract, set out in the Respondents' Cross Bill, the Respondents on March 21 took possession of the premises therein described and are at present in the possession thereof holding the same as their own, to the exclusion of all rights of the Complainants under the said contract.

Wherefore, the premises considered, the Respondents pray that this be taken as their amended Cross Bill against the Complainants, and that the said Complainants will by proper process be made parties to this Cross Bill and required to plead, answer, or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

The Respondents--Cross Complainants pray that upon a final hearing hereof this Honorable Court will give and grant to them the following relief:

(1) Enter an order and decree awarding to the Respondents--Cross Complainants a judgment against the Complainants--Cross Respondents, in the sum of Three Hundred Sixty (\$360.00) Dollars, the rent due by the Complainants--Cross Respondents to the Respondents--Cross Complainants for the rent on premises described in the original Bill of Complaint, and the amended Answer thereto;



(2) Enter a decree condemning the amount of money, to-wit, Two Hundred One (\$201.00) Dollars, held by the Circuit Clerk of Baldwin County, Alabama, in equity, and order the same to be paid over to the Respondents—Cross Complainants, and applied on the indebtedness due by the Complainants—Cross Respondents, to the Respondents—Cross Complainants;

(3) That a lien be established against any fixtures or property belonging to the Complainants—Cross Respondents in or on the property described in the Bill of Complaint, for the rent due, and ordered to be sold for the satisfaction of the balance due by the Complainants—Cross Respondents to the Respondents—Cross Complainants.

The Respondents—Cross Complainants pray for such other, further, different and general relief as they may be in equity and good conscience entitled to receive, and as in duty bound they will ever pray.

BEEBE & HALL

By:



Solicitors for Respondents—  
Cross Complainants.

EXHIBIT "A"

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That this AGREEMENT and CONTRACT OF SALE made and entered into on this 3rd day of February, 1942, by and between SOPHIA MACH, joined by her husband, GEORGE MACH, hereinafter called "Vendor", and T. C. TAMPARY, hereinafter called "Vendee", WITNESSETH:

The Vendor, for and in consideration of the price and upon the terms and conditions hereinafter set out, contracts and agrees to sell, and the Vendee contracts and agrees to purchase the following described lands situated in Baldwin County, Alabama, to-wit:

All the land on the West side of the Bay Minette and Fort Morgan Railroad, in the Southwest quarter of the Southeast quarter of Section 25, Township 5 South Range 3 East of St. Stephens Meridian, in Alabama, containing 29 acres, more or less, together with all and singular the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

The purchase price to be paid by the Vendee to the Vendor for said property is Forty-one Hundred Fifty-five (\$4155.00) Dollars, together with interest thereon at the rate of 5% per annum, payable Forty (\$40.00) Dollars per month, such payment to be applied first on the accrued interest and then any balance to be applied on the principal indebtedness due hereunder. All payments to be due and payable on the 20th day of each month after the execution of this contract. The first payment to be due and payable on February 20, 1942, and is to cover the period of time from January 20, 1942, to February 20, 1942, and a like payment to be due and payable on the 20th day of each month thereafter until the full amount due hereunder is paid. Provided that the Vendee shall have the right to pay any amount over and above the monthly payments herein specified that he shall wish, and in the event that any amount is paid over and above the specified monthly payment, then such amount shall be applied first to the accrued interest due on the principal and then on the balance of the principal due hereunder.

The Vendee contracts and agrees to promptly assess and pay all taxes on said property, and not allow the same to become delinquent; to insure and keep insured, with some reliable fire insurance company, all improvements now on said property, against fire, in a sum not less than Twenty-two Hundred (\$2200.00) Dollars, with loss, if any, payable to the Vendor as her interest shall appear, and to promptly pay the premiums thereon, and deliver to the Vendor a copy of said insurance policy; to maintain and preserve all improvements now on said property in a good state of repair, and not commit or permit waste.

The Vendor will, upon the payment of the indebtedness herein recited, and a full and faithful compliance with the terms and conditions herein set out, convey the said property to the Vendee by full Warranty Deed, in Alabama form, free from all liens and encumbrances, and so long as the terms and conditions hereof are faithfully and promptly complied with, maintain and keep the Vendee in possession of said property.

Time is of the essence of this contract, and if the Vendee should fail or refuse to make the payments or perform the conditions hereinabove set out, and allow the same to become delinquent for a period of Thirty days, then the Vendor may, at her option, declare this contract forfeited, null and void, and any amounts paid hereunder by the Vendee shall be retained by the Vendor as rental and liquidated damages.

In the event that the Vendee should fail or refuse to comply with the terms and conditions hereof, and the Vendor elect to declare this contract forfeited, null, and void, the Vendee waives any and all notices required by law to be given him of such forfeiture and of the intention of the Vendor to retake possession of said property, and in the event of forfeiture, the Vendee will surrender possession of said property to the Vendor.

The Vendee shall have no rights hereunder to sell, transfer or assign this contract, or any rights given hereunder, without first having obtained the written permission of the Vendor.

This contract and agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in duplicate on the day and year first above written.

Sophia Mach (Seal)

George Mach (Seal)

STATE OF ALABAMA

T. C. Tampary (Seal)

BALDWIN COUNTY

I, H. M. Hall, a Notary Public, in and for said County, in said State, hereby certify that Sophia Mach and George Mach, her husband, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 3rd day of February, 1942, came before me the within named Sophia Mach, known to me to be the wife of the within named George Mach, and who being examined separate and apart from her husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of her husband.

Given under my hand and seal on this the 3rd day of February, 1942.

H. M. Hall  
Notary Public, Baldwin County,  
Alabama.

STATE OF ALABAMA

BALDWIN COUNTY

I, H. M. Hall, a Notary Public, in and for said County, in said State, hereby certify that T. C. Lampary, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 3rd day of February, 1942.

H. M. Hall  
Notary Public, Baldwin County,  
Alabama.

757

T. C. TAMPARY, ET AL,  
COMPLAINANTS,

VS.


SOPHIA MACH, ET AL,  
RESPONDENTS.

AMENDED  
ANSWER AND CROSS BILL

*Filed April 4 1942*  
*R. D. Welch*  
*Reporter*

Beebe & Hall, Lawyers  
Bay Minette, Alabama

Received in Sheriff's Office April 4th, 1942  
Executed April 4th, 1942 by serving a copy of the  
within writ on John Chason, Attorney for the Complainants.

BY  W. B. Stuart, Sheriff  
Deputy Sheriff

T. C. TAMPART, ET AL,  
COMPLAINANTS,

VS.

SOPHIA MACH, ET AL,  
RESPONDENTS.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,

IN EQUITY.

And now come the Respondents and amend, with leave of the Court first had and obtained, their Answer and Cross Bill heretofore filed in this cause so that the same shall read as follows:

1.

The Respondents admit the allegation contained in Paragraph 1;

2.

The Respondents admit that they entered into, with the Complainants, the contract referred to in the Bill of Complaint as Exhibit "A";

The Respondents are not advised as to whether or not the Complainants have paid the taxes on said property, and are therefore not in position to either admit or deny such allegation.

The Respondents deny that the Complainants have kept the improvements located on said property as provided in said contract;

3.

The Respondents deny the allegation contained in Paragraph 3 in that the Complainants have complied with the said contract;

The Respondents admit mailing the letter set out in the Complainants' Bill of Complaint;

And for further answer to the Complainants' Bill of Complaint and to each allegation therein contained and praying that this may be taken as their Cross Bill, the Respondents say:

A. That the Complainants and the Respondents are all over twenty-one years of age and residents of Baldwin County, Alabama;

B. That on November 17, 1939, the parties, Complainants and Respondents, entered into the contract set out as Exhibit "A" of the Complainants' Bill of Complaint;

C. The Respondents say that the Complainants have failed to comply with the terms and conditions set out in the contract, and that the Respondents gave notice to the Complainants on August 25, 1941, that they had failed to comply with said contract and that they were exercising their option to declare the said contract forfeited, null and void, and did, by letter to the Complainants, a copy of

which is set out in the Complainants' Bill of Complaint, declare the said contract null and void;

D. That subsequent to the filing of the original Bill of Complaint on behalf of the Complainant, and the Answer and Cross Bill of the Respondents, the parties heretofore entered into a written contract, to take the place of, and be in lieu of the original contract entered into between the said parties, and described in the original Bill of Complaint; that a copy of said contract is hereto attached, marked Exhibit "A", and asked to be taken as a part hereof as though herein fully set out;

E. That the Complainants are indebted to the Respondents for rent, the sum of Forty (\$40.00) Dollars per month, beginning June 20, 1941; that the said rent in the sum of Three Hundred Sixty (\$360.00) Dollars is still due and unpaid;

F. That the Complainants have deposited with and there is being held by Honorable R. S. Duck, Clerk of Circuit Court, Baldwin County, Alabama, in Equity, the sum of Two Hundred One (\$201.00) Dollars to be applied on the indebtedness due by the Complainants to the Respondents, for rent as hereinabove set out;

G. That the Complainants failing to comply with the terms and conditions of the contract, set out in the Respondents' Cross Bill, the Respondents on March 21 took possession of the premises therein described and are at present in the possession thereof holding the same as their own, to the exclusion of all rights of the Complainants under the said contract.

Wherefore, the premises considered, the Respondents pray that this be taken as their amended Cross Bill against the Complainants, and that the said Complainants will by proper process be made parties to this Cross Bill and required to plead, answer, or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

The Respondents--Cross Complainants pray that upon a final hearing hereof this Honorable Court will give and grant to them the following relief:

(1) Enter an order and decree awarding to the Respondents--Cross Complainants a judgment against the Complainants--Cross Respondents, in the sum of Three Hundred Sixty (\$360.00) Dollars, the rent due by the Complainants--Cross Respondents to the Respondents--Cross Complainants for the rent on premises described in the original Bill of Complaint, and the amended Answer thereto;

(2) Enter a decree condemning the amount of money, to-wit, Two Hundred One (\$201.00) Dollars, held by the Circuit Clerk of Baldwin County, Alabama, in equity, and order the same to be paid over to the Respondents--Cross Complainants, and applied on the indebtedness due by the Complainants--Cross Respondents, to the Respondents--Cross Complainants;

(3) That a lien be established against any fixtures or property belonging to the Complainants--Cross Respondents in or on the property described in the Bill of Complaint, for the rent due, and ordered to be sold for the satisfaction of the balance due by the Complainants--Cross Respondents to the Respondents--Cross Complainants.

The Respondents--Cross Complainants pray for such other, further, different and general relief as they may be in equity and good conscience entitled to receive, and as in duty bound they will ever pray.

BEEBE & HALL

By:

Solicitors for Respondents--  
Cross Complainants.



EXHIBIT "A"

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That this AGREEMENT and CONTRACT OF SALE made and entered into on this 3rd day of February, 1942, by and between SOPHIA MACH, joined by her husband, GEORGE MACH, hereinafter called "Vendor", and T. C. TAMPARY, hereinafter called "Vendee", WITNESSETH:

The Vendor, for and in consideration of the price and upon the terms and conditions hereinafter set out, contracts and agrees to sell, and the Vendee contracts and agrees to purchase the following described lands situated in Baldwin County, Alabama, to-wit:

All the land on the West side of the Bay Minette and Fort Morgan Railroad, in the Southwest quarter of the Southeast quarter of Section 26, Township 5 South Range 3 East of St. Stephens Meridian, in Alabama, containing 29 acres, more or less, together with all and singular the rights, members, privileges, tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining.

The purchase price to be paid by the Vendee to the Vendor for said property is Forty-one Hundred Fifty-five (\$4155.00) Dollars, together with interest thereon at the rate of 5% per annum, payable Forty (\$40.00) Dollars per month, such payment to be applied first on the accrued interest and then any balance to be applied on the principal indebtedness due hereunder. All payments to be due and payable on the 20th day of each month after the execution of this contract. The first payment to be due and payable on February 20, 1942, and is to cover the period of time from January 20, 1942, to February 20, 1942, and a like payment to be due and payable on the 20th day of each month thereafter until the full amount due hereunder is paid. Provided that the Vendee shall have the right to pay any amount over and above the monthly payments herein specified that he shall wish, and in the event that any amount is paid over and above the specified monthly payment, then such amount shall be applied first to the accrued interest due on the principal and then on the balance of the principal due hereunder.

The Vendee contracts and agrees to promptly assess and pay all taxes on said property, and not allow the same to become delinquent; to insure and keep insured, with some reliable fire insurance company, all improvements now on said property, against fire, in a sum not less than Twenty-two Hundred (\$2200.00) Dollars, with loss, if any, payable to the Vendor as her interest shall appear, and to promptly pay the premiums thereon, and deliver to the Vendor a copy of said insurance policy; to maintain and preserve all improvements now on said property in a good state of repair, and not commit or permit waste.

The Vendor will, upon the payment of the indebtedness herein recited, and a full and faithful compliance with the terms and conditions herein set out, convey the said property to the Vendee by full Warranty Deed, in Alabama form, free from all liens and encumbrances, and so long as the terms and conditions hereof are faithfully and promptly complied with, maintain and keep the Vendee in possession of said property.

Time is of the essence of this contract, and if the Vendee should fail or refuse to make the payments or perform the conditions hereinabove set out, and allow the same to become delinquent for a period of Thirty days, then the Vendor may, at her option, declare this contract forfeited, null and void, and any amounts paid hereunder by the Vendee shall be retained by the Vendor as rental and liquidated damages.

In the event that the Vendee should fail or refuse to comply with the terms and conditions hereof, and the Vendor elect to declare this contract forfeited, null, and void, the Vendee waives any and all notices required by law to be given him of such forfeiture and of the intention of the Vendor to retake possession of said property, and in the event of forfeiture, the Vendee will surrender possession of said property to the Vendor.

The Vendee shall have no rights hereunder to sell, transfer or assign this contract, or any rights given hereunder, without first having obtained the written permission of the Vendor.

This contract and agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in duplicate on the day and year first above written.

Sophia Mach (Seal)

George Mach (Seal)

STATE OF ALABAMA

T. C. Tampary (Seal)

BALDWIN COUNTY

I, H. M. Hall, a Notary Public, in and for said County, in said State, hereby certify that Sophia Mach and George Mach, her husband, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 3rd day of February, 1942, came before me the within named Sophia Mach, known to me to be the wife of the within named George Mach, and who being examined separate and apart from her husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of her husband.

Given under my hand and seal on this the 3rd day of February, 1942.

H. M. Hall  
Notary Public, Baldwin County,  
Alabama.

STATE OF ALABAMA

BALDWIN COUNTY

I, H. M. Hall, a Notary Public, in and for said County, in said State, hereby certify that T. C. Campary, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 3rd day of February, 1942.

H. M. Hall  
Notary Public, Baldwin County,  
Alabama.

NOTARY PUBLIC  
H. M. HALL, BALDWIN COUNTY, ALA.



NOTARY PUBLIC  
H. M. HALL, BALDWIN COUNTY, ALA.

NOTARY PUBLIC  
H. M. HALL, BALDWIN COUNTY, ALA.

AS

NOTARY PUBLIC  
H. M. HALL, BALDWIN COUNTY, ALA.

T. C. IMPARTY, ET AL,  
COMPLAINANTS,

VS.

SOPHIA MACH, ET AL,  
RESPONDENTS

WITNESSETH  
MORRIS BARTON, Notary Public,  
H. M. HATT

COPY OF ATTENDED  
ANSWER AND CROSS BILL

*Bill Price & Co*

Beebe & Hall, Lawyers  
Bay Minnette, Alabama

Witnessed and signed on this 23rd day of February, 1923.

and the same being true.  
Witnessed on the 23rd day of the month of February, 1923, at the place above written, before me on this day that being the 23rd day of February, 1923, personally appeared the said T. C. IMPARTY, whose name is signed to the foregoing complaint, I, H. M. HATT, a Notary Public in and for said County, in said State.

WITNESSETH  
GIVEN ON FIVEBATH

WITNESSETH  
MORRIS BARTON, Notary Public,  
H. M. HATT

Witnessed and signed on this 23rd day of February, 1923.

CIRCUIT COURT COMPLAINT

Printed By Baldwin Times, Bay Minette, Ala.

T. C. TAMPARY, ET AL.

Complainants

Vs.

SOPHIA MACH, ET AL.

Respondents.

In the Circuit Court.

In Equity No. 757

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Register, that service was had on the Respondent

Cross-Respondents, T. C. Tampary and Ellen Tampary.

by the Sheriff of Baldwin County, on the 27th day of June

1942

And it further appears to the Register, that the said

T. C. Tampary and Ellen Tampary, Cross-~~the~~ Respondents, having to the date hereof,

failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,

on motion of Beebe & Hall Solicitors

for Complainant, ordered, and decreed by the Register that the Bill of Complaint in this cause be,

and it hereby is, in all things taken as confessed against the said

T. C. Tampary and Ellen Tampary, Cross-Respondents.

This 29th day of June, 1942.

*R. S. DeLoach*

Register.

No. 757

CIRCUIT COURT OF  
BALDWIN COUNTY,  
ALABAMA.  
IN EQUITY

T. C. TAMPARY, ET AL.,  
Complainant,s

Vs.

SOPHIA MACH, ET AL.,  
Respondent.s.

DECREE PRO CONFESSO ON  
PERSONAL SERVICE.

Issued this 29 day of

June

1942

*R. S. DeLoach*

Register.

The State of Alabama, }  
BALDWIN COUNTY.

No. \_\_\_\_\_ CIRCUIT COURT IN EQUITY.

T. C. TAMPARY, ET AL

Complainant S

vs.

SOPHIA MACH, ET AL.

Defendants

Motion is hereby made for a Decree Pro Confesso against \_\_\_\_\_

T. C. Tampary and Ellen Tampary,

CROSS-Defendants

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said Defendant.S....; and that said summons was duly served according to law, and that said Defendants...haVE... failed .to demur, plead to or answer the Bill of Complaint in this cause to this date.

This 29th day of June 1942

*Beale - Hase*

Solicitor.

\_\_\_\_\_

\_\_\_\_\_

T. C. Tampary, Et Al,

\_\_\_\_\_

VS.

Sophia Mach, Et Al.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE STATE OF ALABAMA  
Baldwin County

IN EQUITY  
Circuit Court of Baldwin County

This cause is submitted in behalf of Complainant upon the original Bill of Complaint, ~~Answer~~  
and Cross Bill of the Respondent, Amended Answer and Cross Bill of the Respondent,  
and Testimony of Sophia Mach and R. S. Duck

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\_\_\_\_\_

and in behalf of Defendant upon

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

*R. S. Duck*

Register.



STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY.

No. \_\_\_\_\_ Term, 194\_\_\_\_\_

T. C. TAMPARY, ET AL, Complainants

Vs.

SOPHIA MACH, ET AL, Defendants

To R. S. Duck, Register

In the above stated cause a Decree Pro Confesso having been taken against the Defendant, and evidence having been taken, and the cause being ready for submission for final decree, and no defense having been interposed, the Complainant, by \_\_\_\_\_

Beebe & Hall Solicitors of record, now files with the Register of this

Court this written request to deliver the papers in this cause to the Judge for final decree in vacation.

Beebe & Hall

Solicitor for Complainant.

**The State of Alabama,**  
Baldwin County  
**CIRCUIT COURT, IN EQUITY**

**T. C. TAMPARY, ET AL**

**Vs.**

**SOPHIA MACH, ET AL.**

**REQUEST FOR DECREE IN  
VACATION**

Filed July 29, 1942  
[Signature]  
Register.

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Vol. \_\_\_\_\_ Page \_\_\_\_\_

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No. 757

**The State of Alabama**  
BALDWIN COUNTY

**IN EQUITY**  
Circuit Court of Baldwin County

T. C. Tampary, Et Al

vs.

Sophia Mach, Et Al

**NOTE OF TESTIMONY**

Filed in Open Court this 29

day of July 1934

*[Signature]*

REGISTER

STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT, IN EQUITY.

T. C. TAMPARY, ET AL.

Vs.

SOPHIA MACH, ET AL.

MOTION FOR DECREE PRO  
CONFESSO ON PERSONAL SERVICE

Filed *June 29* 19*42*

*Bradley*

Register.

Recorded in Record,

Vol. Page

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