

*B.R. Wells lives at*

Equity 764

*Foley*

BILL OF COMPLAINT.

SPENCER DAVID YOUNCE, As  
Administrator of the Estate  
of Louisa Walbridge, Deceased,

Complainant,

Vs.

B. R. WELLS AND THE STATE BANK  
OF ELBERTA, A Corporation,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

FILED OCTOBER *8<sup>th</sup>*, 1941.

*R.S. Black, Register*  
HYBART, CHASON & CHASON  
ATTORNEYS AT LAW  
FOLEY, ALABAMA

Received in Sheriff's Office  
this 8 day of Oct, 1941  
W. R. STUART, Sheriff

*Neuman 10/14*

*I have executed this  
Writ by handing a copy  
to Alfred Neuman ad  
Cashier of the State Bank of  
Elberta Oct 14<sup>th</sup> 1941 and  
a copy to B.R. Wells  
Oct 15<sup>th</sup> 1941  
W.R. Stuart, Sheriff  
By John R. Davis D/s.*

RECORDED

ANSWER

SPENCER DAVID YOUNCE, AS ADMINISTRATOR )  
OF THE ESTATE OF LOUISA WALBRIDGE, )  
DECEASED, )

Complainant

-VS-

B. R. WELLS,

Respondent

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

IN EQUITY

TO THE HONORABLE F. W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT  
OF ALABAMA:

Comes now your Respondent, B. R. Wells, and files this his Answer  
to the said Bill of Complaint and to each and every paragraph thereof.

FIRST

Your Respondent admits each and every allegation contained in para-  
graph First.

SECOND

Your Respondent admits that Louisa Walbridge departed this life in  
Baldwin County, Alabama in July 1940. Your Respondent specifically denies  
that she was seized and/or possessed of the real estate described as:

The North Ten Acres of the Southeast Quarter of the Southeast  
Quarter of Section Thirty, Township Seven South of Range Four  
East, Baldwin County, Alabama.

THIRD

Your Respondent admits that on the 9th day of June, 1938 the said  
Louisa Walbridge did execute and deliver Warranty Deed to the property descri-  
bed in paragraph Second hereof to your Respondent, which said deed is recorded  
in Deed Book 72NS page 193 of the Probate Records of Baldwin County, Alabama.  
Your Respondent specifically denies that any undue influence was exercised  
and your Respondent specifically denies that the said Louisa Walbridge was of  
unsound mind, and your Respondent specifically denies that the said conveyance  
is null and void and demands strict proof thereof.

FOURTH

Your Respondent admits that he did execute a mortgage on August  
17, 1940 to the State Bank of Elberta, a Corporation, which mortgage contain-  
ed the following described property as security therefor:

North Half of North Half of Southeast Quarter of Southeast  
Quarter ( $N\frac{1}{2}$  of  $N\frac{1}{2}$  of  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section Thirty (30) in  
Township Seven (7) South, Range Four (4) East, containing  
10 acres, more or less; also beginning at the SE corner of  
the Southeast Quarter of the Southeast Quarter ( $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ )  
of Section Thirty (30) Township Seven (7) South, Range Four  
(4) East, thence West 80 rods, thence North 30 rods, thence  
East 80 rods, thence South 30 rods to place of beginning,  
being the south 15 acres of said Southeast Quarter of the  
Southeast Quarter ( $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section 30, Township 7  
South, Range 4 East, all being in Baldwin County, Alabama.

and that the said mortgage was in the amount of One Thousand Two Hundred  
Fifty Dollars and due twelve months after date, and which said mortgage your

Respondent admits is recorded in Mortgage Book 85 page 194-5 of the Probate Records of Baldwin County, Alabama. Your Respondent specifically denies the statement that his title was not valid to the said property and specifically denies that the said Louisa Walbridge was of unsound mind on the date of the conveyance to him of said property and demands strict proof thereof. Your Respondent specifically denies each and every statement contained in the said paragraph Fourth regarding the conditions of the mind of Louisa Walbridge, and your Respondent specifically denies that the Administrator of the Estate of Louisa Walbridge is entitled to this property, and your Respondent specifically denies that this land is part of the Estate of Louisa Walbridge.

  
Solicitor for Respondent

# CHANCERY EXECUTION

## BILL OF COSTS

764

B R Wells et al.

~~No. 200,XXXV~~ Spencer David Younce. Vs.

Plaintiff

as Administrator of the Estate of Louisa Walbridge.

Defendant

FEES OF REGISTER	Dollars	Cents	Brought Forward	\$	35
Filing each bill and other papers.....	\$	40	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%.		
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	3	65
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	1 00	Total Fees of Register.....	8	00
Entering each appearance.....	25	50	FEES OF SHERIFF		
Issuing each decree pro confesso on per. ser. ....	1 00		Serving and returning subpoena on deft. .... \$1 50	3	00
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		Entering and returning same..... 25		
Issuing commission to take testimony....	50		Selling property attached.....		
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	1	50
Entering any other order of court.....	25	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		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		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.....	4	50.
Issuing each subpoena.....	25		RECAPITULATION		
Witness certificate, each.....	25		Register's Fees ..... 4 50	8	00
Issuing execution, each .....	75	75	Sheriff's Fees ..... 4 50		
Entering each return .....	15	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	3	00
Hearing and passing on application, etc.	3 00		Recording Decree in Probate Court...		
Each settlement with receiver, etc.....	3 00		Total.....	15	50.
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.....	4	35			

The State of Alabama, }  
Baldwin County. }

No. 764. \_\_\_\_\_  
Circuit Court, In Equity \_\_\_\_\_ Term, 194 2

To Any Sheriff of the State of Alabama—GREETINGS:

You are hereby commanded, That of the goods and chattels, lands and tenements of \_\_\_\_\_

**Spencer David Younce as Administrator of the Estate of Louisa Walbridge.**

Defendant Deceased

you cause to be made the sum of \$15 50 cts. Only. \_\_\_\_\_ Dollars,

which Case Dismissed. \_\_\_\_\_ Plaintiff

recovered of \_\_\_\_\_ on the 28th day of Sept. 194 2

by the judgment of our Circuit Court, held for the county of Baldwin, besides the sum of \_\_\_\_\_

\$15 50. \_\_\_\_\_ Dollars,

costs of suit, and have the same to render to the said R S Duck.  
and make return of this Writ and the execution thereof, according to law.

Interest from \_\_\_\_\_ 194 \_\_\_\_\_ to date of collection.

Witness my hand, this 23 day of Dec. 194 2.

*R S Duck*

Register.

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

B. R. WELLS and THE STATE BANK OF ELBERTA,  
a Corporation,

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 SPENCER DAVID YOUNCE, <sup>as</sup> administrator of the Estate of Louisa Walbridge, Deceased,

against said B. R. WELLS and THE STATE BANK OF ELBERTA, a Corporation,

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 8th day of October, 1941.

*R. S. Duck*, Register

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



(page two)

9th day of June, 1938 due to undue influence exercised over the said Louisa Walbridge, deceased, by the Respondent B. R. Wells, and while the said Louisa Walbridge was of unsound mind, Respondent B.R. Wells caused the said Louisa Walbridge to convey the aforesaid property to the said B. R. Wells, said conveyance being recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 72 N. S. page 193. A copy of said conveyance is hereto attached to this Bill of Complaint marked Exhibit "A" and made a part of the same. And that by reason thereof said conveyance of Louisa Walbridge to B. R. Wells, Respondent, is null and void and should be so declared.

FOURTH:

Your Orator further shows unto Your Honor that even though the said B. R. Wells had no valid title to the aforesaid property by reason of the fact that he attempted to acquire a conveyance of the same from the said Louisa Walbridge while she was of unsound mind, the said B. R. Wells on August 17, 1940 and after the death of Louisa Walbridge, executed a mortgage to the State Bank of Elberta, a Corporation, and one of the Respondents in this cause; that said mortgage contained the following described property as security therefor :-

North half of North half of Southeast Quarter of Southeast Quarter ( $N\frac{1}{2}$  of  $N\frac{1}{2}$  of  $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section Thirty (30) in Township Seven (7) South, Range Four (4) East, containing 10 acres more or less; also the beginning at the SE corner of the Southeast Quarter of the Southeast Quarter ( $SE\frac{1}{2}$  of  $SE\frac{1}{4}$ ) of Section Thirty (30) Township Seven (7) South, Range Four (4) East, thence West 80 rods, thence North 30 rods, thence East 80 rods, thence South 30 rods to place of beginning, being the South 15 acres of said Southeast Quarter of Southeast Quarter ( $SE\frac{1}{2}$  of  $SE\frac{1}{4}$ ) of Section 30, Township 7 South, Range 4 East, all being in Baldwin County, Alabama.

that said mortgage was in the sum of Twelve Hundred Fifty Dollars (\$1250.00) and due twelve (12) months after date, said mortgage being recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 85 page 194-195, and a copy of the same is hereto attached marked Exhibit "B" to this Bill of Complaint and is made a part of the same.

(page three)

Your Orator is informed and believes that a substantial portion of said mortgage indebtedness has been paid to said State Bank of Elberta, a Corporation, one of the Respondents herein, but whether that is true or not the said State Bank of Elberta acquired no title under this mortgage as to the lands heretofore described as being conveyed by Louisa Walbridge, deceased, to B. R. Wells, for the reason that the said Louisa Walbridge was of unsound mind at the time of said conveyance, and consequently said conveyance was null and void. Your Orator further shows unto Your Honor that as the Administrator of the estate of Louisa Walbridge, deceased, he is entitled to the property described in the second paragraph of this Bill of Complaint for the proper administration of said estate, as the said land belonging to the said estate are practically all of the assets belonging to said estate, and that there is considerable outstanding indebtedness against said estate, the claims of the indebtedness having been filed in the Probate Court of Baldwin County, Alabama, within the time as required by law.

PRAYER FOR PROCESS.

To the end that equity may be had in the premises Your Orator prays that the usual writ of process issue to the said B. R. Wells and to State Bank of Elberta, a Corporation, making them parties respondent to this Bill of Complaint and requiring them to plead, answer or demur to the same within the time as required by law and the practice of this Honorable Court.

PRAYER FOR RELIEF.

The premises considered Your Orator prays that upon a final hearing of this cause that Your Honor will decree that the conveyance from Louisa Walbridge to B. R. Wells and the mortgage from B. R. Wells to the State Bank of Elberta, be declared null and void and of no force and effect insofar as the property described in the second paragraph of this Bill of Complaint is concerned. Your Orator further prays that in the event that Your Honor sees



(page four)

fit to declare that Louisa Walbridge was of sound mind but that said deed was procured by undue influence which was unknown to the State Bank of Elberta, one of the Respondents in this cause, that then Your Honor will cause the said State Bank of Elberta, a corporation, to marshal its assets and to first enforce its mortgage against the property other than that described in the second paragraph of this Bill of Complaint before proceeding to enforce its demands against all of the property involved herein. Your Orator prays for such other, further, different and general relief as in equity may seem just and meet and Your Orator will ever pray.

*Hybart, Rasmussen & Shasen*  
Solicitors for Complainant.

EXHIBIT "A"

WARRANTY DEED.

STATE OF ALABAMA,  
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, dollars to me in hand paid by B. R. Wells, the receipt whereof is hereby acknowledged, I, Louisa Wolbridge, widow, do GRANT, BARGAIN, SELL AND CONVEY unto the said B. R. Wells, the following described lands situated in Baldwin County, Alabama, to-wit:-

The North ten (10) acres of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Thirty (30) Township Seven South (7S) Range Four East (4E) Baldwin County, Alabama.

The dimensions of the above described 10 acres being twenty (20) rods North and South by eighty (80) rods East and West.

TO HAVE AND TO HOLD unto the said B. R. Wells heirs and assigns forever. And I do covenant with the said B. R. Wells that I am seized in fee of the above described premises; that I have the right to sell and convey the same, that the said premises are free from all encumbrances; and that I will and my heirs, executors and administrators shall forever warrant and defend the same to the said B. R. Wells heirs and assigns, against the lawful claims of all persons whomsoever.

WITNESS my hand and seal this 9th day of June, 1938.

Mrs. Louisa Walbridge L. S.

WITNESS:

Claude Peteet

STATE OF ALABAMA,  
BALDWIN COUNTY.

I, Claude Peteet, a Notary Public, in and for said State and County, do hereby certify that Louisa Wolbridge, widow, whose name is signed to the foregoing conveyance, and who is are known to me, acknowledged before me, on this day, that being informed of the contents of the said conveyance, I executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 9th day of June, 1938.

Claude Peteet  
Notary Public, Baldwin County,  
Alabama.

My commission expires October  
11, 1939. Seal.

EXHIBIT "B"

MORTGAGE DEED WITH POWER OF SALE.

STATE OF ALABAMA,

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That B. W. Wells and Ongelle Wells, husband and wife, hereinafter called mortgagors, in consideration of the sum of TWELVE HUNDRED FIFTY DOLLARS to them in hand paid by State Bank of Elberta Alabama, hereinafter called mortgagee, the receipt whereof, is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto said mortgagee its successors and assigns forever, all

The north half of North half of Southeast Quarter of Southeast of Section 30, in Township 7 South of Range 4 East containing 10 acres more or less; also beginning at the Southeast corner of the Southeast Quarter of the Southeast Quarter of Section 30, Township 7 South of Range 4 East, thence West eighty rods, thence North thirty rods, thence East eighty rods, thence South thirty rods to place of beginning being the South fifteen acres of said Southeast Quarter of Southeast Quarter of Section 30, Township 7 South of Range 4 East, all being in Baldwin County, Alabama.

Mortgagor agrees to carry insurance in an amount acceptable to mortgagee.

Together with all and singular the tenements, rights, privileges and appertanances to said described premises in any wise belonging.

TO HAVE AND TO HOLD the same forever. PROVIDED ALWAYS, and these presents are upon the express condition that if said mortgagors shall well and truly pay unto the mortgagee the sum of \$1250 as evidenced by their said promissory note of even date herewith for like amount executed by the undersigned, due 12 months after date thereof and bearing interest at the rate of 7% per annum after maturity and shall also discharge all of the duties imposed upon said mortgagee by this mortgage then these presents shall become null and void, otherwise to remain in full force.

In event of default in the payment at maturity of said mortgage debt of any amount secured hereby mortgage is hereby authorized to sell said property at auction, for cash, after giving notice by advertisement once a week for three consecutive weeks in any newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply first to the payment of the costs of said sale including a reasonable attorneys fee, second to the payment of said mortgage debt and any sums herein provided for, the balance if any, to be paid over to the mortgagors. Mortgagee may purchase said property at said sale and in that event the auctioneer conducting the sale is authorized in the name of the mortgagors and as their attorney-in-fact to make deed to mortgagee. Mortgagors agree to pay such reasonable attorneys fees as may be incurred by the mortgagee in the collection of said mortgage debt or otherwise by reason of default on the part of the mortgagors. Mortgagors covenant that they are seized in fee simple of said property; that it is free from all encumbrances; that they will warrant the same to mortgagee and to the purchaser thereof

(page two)

against the lawful claims of all persons.

In witness whereof the said mortgagors have hereunto set their hands and seals this 17th day of August, A. D., 1940.

B. R. WELLS (SEAL)  
ONGELLE WELLS (SEAL)

THE STATE OF ALABAMA,

BALDWIN COUNTY.

I, \_\_\_\_\_, a Notary Public in and for said County and State hereby certify that B. R. Wells and Ongelle Wells, husband and wife, 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.

Given under my hand and official seal this 17th day of August, 1940.

Claude Peteet,  
Notary Public, Baldwin County  
Alabama.

Seal. My commission expires  
September 12, 1943.

THE STATE OF ALABAMA,

BALDWIN COUNTY.

I, \_\_\_\_\_, a Notary Public, in and for said County and State, hereby certify that on the 17th day of August, 1940, came before me the within named Ongelle Wells, known to me to be the wife of the within named B.R. Wells, who being examined separate and apart from the husband touching her signature to the within conveyance acknowledged before me that she executed the same of her own free will and accord and without fear, constraints, or threats on the part of the husband.

In witness whereof I hereunto set my hand and seal this 17th day of August, 1940.

Claude Peteet;  
Notary Public, Baldwin County  
Alabama.

Seal. My Commission expires  
September 12, 1943.