

JIM WALTER CORPORATION, ) IN THE CIRCUIT COURT OF  
a corporation, )  
Plaintiff ) BALDWIN COUNTY,  
ALABAMA  
VS: )  
AT LAW  
JIMMY ATCHINSON, JR. and )  
PAULINE ATCHINSON, Jointly )  
and individually, )  
Defendants ) CASE NO. 6117

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 Section 28 and 33 run thence North 410 feet to point of beginning; continue thence North 105 feet; thence West 210 feet; thence South 105 feet; Thence East 210 feet to point of beginning and being situated in Subdivision D of Fractional Section 28, in Township 2 South, Range 2 East. Containing 1/2 acre more or less.

of which the plaintiff was in possession, and upon which, pending such possession, and before the commencement of this suit, the defendants 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 Section 28 and 33 run thence North 410 feet to point of beginning; continue thence North 105 feet; thence West 210 feet; thence South 105 feet; Thence East 210 feet to point of beginning and being situated in Subdivision D of Fractional Section 28, in Township 2 South, Range 2 East. Containing 1/2 acre more or less.

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 defendants entered and unlawfully withhold, together with \$1,000.00 for detention thereof.

FILED

JUL 21 1984

ALICE L. DICK, CLERK  
REGISTER

GIBBONS & STOKES

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

Serve the defendants at Route #1, Box 290, Bay Minette, Alabama.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 6117

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

Jimmie Atchinson, Jr., and Pauline Atchinson

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

Jim Atchinson, jr and Pauline Atchinson

Defendant

by Jim Walter Corporation

Plaintiff

Witness my hand this 21 day of July 194

87

Benjamin A. Auer

Clerk

64-7-22-64

No. 6117

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The State of Alabama

Baldwin County

CIRCUIT COURT

JIM WALTER CORPORATION

Plaintiffs

vs.

JIMMIE ATCHINSON and

PAULINE ATCHINSON

Defendants

Summons and Complaint

Filed 7-21 19 64

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

7/21 19 64

\_\_\_\_\_, Sheriff  
I have executed this summons  
this July 22 19 64  
by leaving a copy with

Jimmie Atchinson  
Pauline Atchinson

40 miles at  
Sheriff claims 4  
Ten Cents per mile Total \$ 4.00  
TAYLOR WILKINS, Sheriff  
Taylor Wilkins  
Deputy Sheriff

Taylor Wilkins Sheriff  
W. G. Zell Deputy Sheriff

Hurricane

GIBBONS & STOKES

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

E. GRAHAM GIBBONS  
B. F. STOKES, III

July 20, 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. Jimmy Atchinson, Jr.  
and Pauline Atchinson

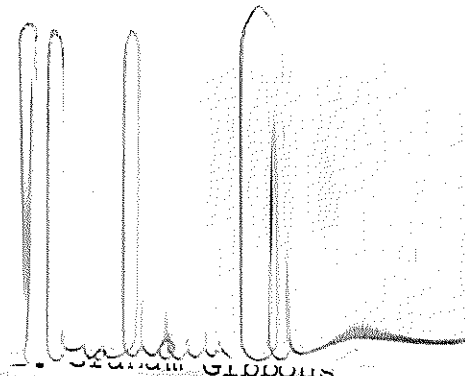
Dear Mrs. Duck:

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 defendants' address is Route #1, Box 290,  
Bay Minette, Alabama.

Thank you very much for your attention to this matter.

Sincerely yours,



E. GRAHAM GIBBONS  
Attorney for Jim Walter Corp.

EKG:m  
Encl

# MOBILE

## Agreement for Deed

This Agreement Made this 16th day of December A.D. 19 63

by and between MID-STATE HOMES, INCORPORATED

of Hillsborough County, Florida, hereinafter called Sellers, and

Jimmy Atchinson Jr. & Pauline Atchinson, his wife

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 X, piece, or parcel 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 Section 28 and 33 run thence North 410 feet to point of beginning; continue thence North 105 feet; thence West 210 feet; thence South 105 feet; Thence East 210 feet to point of beginning and being situated in Subdivision D of Fractional Section 28, in Township 2 South, Range 2 East. Containing 1/2 acre more or less.

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 \$3700.00 to be paid as follows: \$100.00 cash in hand, the receipt of which is hereby acknowledged, and the balance of \$3600.00 to be paid in 120 monthly installments of \$30.00 each, the first installment to become due and payable on or before the 5th day of February 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.

James Atchinson

Jimmy Atchinson Jr. (Seal)  
BUYER

Pauline Atchinson (Seal)  
BUYER

MID-STATE HOMES, INC. (Seal)  
SELLER

[Signature] (Seal)  
SELLER

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QUIT-CLAIM DEED  
FROM CORPORATION

This Quit-Claim Deed, Executed this 28th day of February, A. D. 19 64, by  
MID STATE HOMES, INC.

a corporation existing under the laws of Florida, and having its principal place  
of business at 1500 N. 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 valuable 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 and 33 run thence North 410 feet to a point of beginning; continue thence North 105 feet; thence West 210 feet; thence South 105 feet; thence East 210 feet to point of beginning and being situated in subdivision D of Fractional Section 28, in Township 2 South, Range 2 East. All in Baldwin Co unty, Alabama. Containing  $\frac{1}{2}$  acre more or less.

To Have and to Hold the same together with all and singular the appurtenances thereunto 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 presents 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: [Signature] MID STATE HOMES, INC.  
Ass't Secretary

Signed, sealed and delivered in the presence of:

[Signature] By [Signature] Vice President

[Signature]

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 D. L. Gray

well known to me to be the Vice President and Ass't Secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing 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 affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of February, A. D. 19 64

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