GIBBONS & STOKES

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

NEW LOCATION 201 American Nat'l, Bank Bleg, BIENVILLE OFFICE

TELEPHONE 433-2611

E. GRAHAM GIBBONS B. F. STOKES, III

January 29, 1965

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

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

Re: Jim Walter Corporation vs. Clarence & Juanita Heard #6287

Dear Mrs. Duck:

Please be advised that I have received notice of the dismissal of the above captioned matter on January 21, 1965, with the cost of court being taxed against Jim Walter Corporation.

Please find enclosed a copy of a motion on behalf of Jim Walter Corporation to set aside the judgment of dismissal and to reinstate the case on the docket. As I have indicated by a recent letter and by the herein enclosed motion, I was not aware of the court setting in the case, nor as a matter of fact, that Judge Mashburh had a regular pleading day. I have quite a number of cases over in Baldwin County, and it is my intention to attend to them by any attendance that is necessary and do not wish to get off on the wrong foot with the court. I will of course pay the costs if my motion is unsuccessful, but would appreciate your holding the costs in abeyance until his Honor has an opportunity to rule on my motion.

Sincerely,

E. Graham Gibbons

EGG:d

Enclosure-Motion to set aside judgment of dismissal

JIM WALTER CORPORATION, a corporation,		IN THE CIRCUIT COURT OF	
		BALDWIN COUNTY,	
Plaintiff,)	ALABAMA,	
)	AT LAW.	
VS.)		
CLARENCE HEARD AND JUANITA			
HEARD, jointly and severally,)	· · · · · · · · · · · · · · · · · · ·	
Defendants.)	CASE NO. 6287	

MOTION TO SET ASIDE JUDGMENT OF DISMISSAL

Comes now the Plaintiff, Jim Walter Corporation, by and through its attorney. E. Graham Gibbons, and with leave of court first had and obtained, respectfully moves that this Honorable Court set aside the Judgment of Dismissal heretofore rendered by order dated the 21st day of January, 1965, and as grounds therefore saith as follows:

1. The attorney of record, E. Graham Gibbons, received no notice of the setting of this case on the Court's docket.

2. The attorney of record, E. Graham Gibbons, has never received a copy of the rules of proceedure of this Honorable Court and only subsequent to the 21st of January, 1965, was aware that any such rules had been promulgated.

GIBBONS & STOKES

Debbour rolean. Attorney

E. GRAHAM GIBBONS, Attorne for JIM WALTER CORPORATION P.O. Box 2-93 Mobile, Ala

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GIBBONS & STOKES

ATTORNEYS AT LAW

200,200, VAN, ANTWERR BUILDING 201 American Natil. Bank Bldg. MOBILE, ALABAMA

BIENVILLE OFFICE

TELEPHONE 433-2611

E. GRAHAM GIBBONS B. F. STOKES, III

November 4, 1964

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

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

> RE: JIM WALTER CORP. VS. CLARENCE & JUANITA HEARD MORTGAGE

Dear Mrs. Duck:

I would appreciate your filing the above and attached complaint and informing me when defendants are served.

Sincerely,

Ebraham Ge

E. Graham Gibbons, Attorney for Plaintiff

EGG:cc

. a da l

You may serve the defendants by registered mail, returned receipt requested at his residence: 1246 South Tripp Street, Chicago, Illinois.

JIM WALTER CORPORATION, a Corporation,

PLAINTIFF

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

624

Number

VS

CLARENCE HEARD AND JUANITA HEARD, jointly and severally

COMPLAINT

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

Begin at the SW corner of A of Why of Eh of Sh of SWA of S 20, T6S, R2E, run E 827 feet to point; N 1040 feet to POB; thence North 60 feet; West 180 feet; South 60 feet; East 180 feet back to point of beginning. All situated in Baldwin County, Alabama.

of which the plaintiff was in the possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withhold, together with \$1,000.00 for the detention thereof. COUNT TWO: The Plaintiff sues to recover the possession of t

<u>COUNT TWO</u>: The Plaintiff sues to recover the possession of the following tract of land in Baldwin County, Alabama:

Begin at the SW corner of Wy of Wy of Ey of Sk of N 1040 feet to POB; thence North 60 feet; West 180 feet; South 60 feet; East 180 feet back to point of beginning. All situated in Baldwin County, Alabama.

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

> GIBBONS AND STOKES by <u>Calan</u> E. GRAHAM GIBBONS, Attorney for Plaintiff P. O. Box 293 Mobile, Alabama Telephone 433-2611

SERVE THE DEFENDANT AT 1246 South Tripp Chicago, Illinois

The principal being a foreign corporation, I hereby guarantee costs of these proceedings.

E. GRAHAM GIBBONS

STAT COUNTROF Baldwin

Mura All Men By These Presents, That Edgar L. Hickbottom & wife Martha Hickbottom

(here manuer called "Morrgagor"), in consideration of the mutual covenants and conditions herein contained and of the indebter ness a the Morrgagor hereinafter described to June ULUE+ Components. (here more called "Morrgagee"), does hereby grant, bargain, sell and convey unto the Morrgagee all that real property in the

And of Fairhope County of Baldwin

Ex A # 5287

maliale

Star & Alabama, described as follows: From the Southwest corner of the West half of the Wes half of the East half of the South quarter of the Southwest quarter of setion 20, Township 6 South, Range 2 East, run East 827 feet, thence North 1040 feet to a point of beginning, thence continue North 60 feet to a point, thence West 130 feet to a point, thence South 60 feet to a point, thence East 130 feet to the point of beginning.

Together with all buildings, structures and other improvements and all fixtures now on said land or that may hereafter be sed or placed thereon, all rents, issues, income and profits therefrom, and all and singular the rights, members, privileges, here sments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the above granted premises unto the Morrgagee, its successors and assigns forever. PROVIDING ALWAYS, and these presents are upon the express condition, that if the Mottgagor shall well and truly pay the Morreagee one certain promissory note, even date berewith, made by Morreagor to Morreagee in the principal amount of Efty nine hundred ninty seven & 60/100 yable in monthly installments of \$ 71-40

the last installment being due and payable on June 5 19 68 and If the Mortgagor wall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force and effect.

Upon default in the payment of any installment of principal on said note or upon default in the performance of any of the covenants and agreements herein contained, the Morigagee may declare the entire principal sum of said indebied ness immediately due and payable, and the Mortgagor hereby vests the Mortgagee, its successors, agents or assigns, with full power and authority, upon the happening of any such default, to take possession of the premises hereby conveyed and to sell said prop-erty at public outcry at the front door of the Court House of said County, for cash to the highest bidder, after first giving thirty days notice of the time, place and terms of the sale, together with a description of the property to be sold, by publication once a week for four consecutive weeks in a newspaper published in said County, to make proper conveyance to the publication once a name of the Mortgagor, and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee, second, to the payment of the amount of said principal indebtedness, whether due or not, together with the unpaid interest thereon, if any, to the date of sale, and any amount that may be due the Mortgagee by virtue of any special liens herein declared, and third, the balance, if any, to pay over to the Mortgagor, his successors or assigns

And except as herein provided, the Mortgagor hereby covenants with the Mortgagee and with the successors and assigns of the Mortgagee that the Mortgagor is seized of an indefeasible estate in fee simple in and to the above described property, is in the peaceable possession thereof, and has a good and lawful right to mortgage and convey the same; that said property is free from all encambrances except as herein provided, and that the Mortgagor hereby warrants and will forever defend the title to said property unto the Mortgagee, its successors and assigns, against the lawful claims f all persons whomsoever,

The conveyance of the above described property and all warrindes of the Mortgagor hereunder (whether express or y ratory) are made subject to the lien of taxes hereafter falling due. The Mottgagor hereby waives all claim to any exemption of personal property or homestead under the Laws of Alabama on the dept hereby secured, until the same is fully paid.

And the Mortgagor further expressly agrees and covenants:

To pay said note and the installments of principal thereon, when they respectively fall due,

To pay promptly all taxes, assessments, henc, or other charges which may be, or become, effective against said property regardless of whether or not the same may be excepted from the warranties hereinabove, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith;

To keep any buildings or other improvements now or which may hereafter be crected upon said property in good repair and insured against fire and lightning and against hazards covered by the form of insurance contract generally known as rended coverage", and also the form of coverage known as "all physical loss" if required by the Mortgagee, by policies issued by good and solvent insurance companies approved by the Mortgagee, which policies shall be deposited with the Mortgagee and shall provide that loss, if any, shall be payable to the Mortgagee as the Mortgagee's interest may appear, such policies to be in such amounts, in an amount not less than the principal amount of the note aforesaid, as may be required by the Mortgagee

That the Mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the Morrgagor will pay all reasonable costs, expenses, and attorney's fees thus incurred; and said costs, expenses, and attorney's fees, and any other sum or sums due the Mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.

That if the Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said property;

That in the event of litigation arising over the title to, or possession of, said property the Mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said property;

P. O. EUX 914

0004 365 PASE 250

That at any sale under the powers herein the Mortgagee may bid for and purchase said property like a stranger thereto, and in the event the Mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the Mortgagee may execute a deed to the Mortgagee in the name of the Mortgagor;

That the word "Mortgagee" whenever herein used, shall include all mortgagees herein named, and their respective heirs, executors, administrators, successors and assigns, and the word "Mortgagor" wherever herein used, shall include all mortgagers herein named, and their respective heirs, executors, administrators, successors and assigns. The manualine pronoun, wherever herein used, shall mean and include the appropriate feminine or neuter pronoun. Wherever herein used the singular number shall include the singular.

, A.D. 19 61 WITNESS the hand and seal of the Mortgagor, this _ 77 day of (SEAL) (SEAL) sled and delivered in the prese 20 Marce Mobile THE STATE OF ALABAMA and county ___ hereby signed to the foregoing conveyance, and who arg whose name is are known to me. have acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date. AD 19 61 May Given under hand and seal this 11 day of_ 11100 Notary Public, State of Alabama CURXISSION EXPIRES MARCH 20, 1985 Commy of __Mobile STATE OF ALABAMA SS COUNTY Ń I HEREBY CERTIFY that this instrument was filed for record on the _____ __ day of _ o'clock _____M. I FURTHER CERTIFY that the revenue tax of \$______ has been paid. Recorded: Mortgage Book ____ Page____ __ No. . JUDGE OF PROBATE STATE OF ALABAMA I certify that this instrument was filed and the following tax collected on MAY 2 2 1961 8-10 M g. il ment 365 11 st Alle n

Assignment of Mortgage	Ex B #6287 RELURN 10 STATE OF ALABAMA SALEDYIN COLATTY T CONTY HIGH ALABAMA T C CONTY HIGH ALABAMA T C CONTY HIGH ALABAMA T C C C C C C C C C C C C C C C C C C C
STATE OF FLORIDA	JUN 5 100 8-22 M
COUNTY OF HILLSBOROUGH	and that no tax was cellected. Recorded in Drift
	and that no tan was cellected. Recorded in the grant of the second of th
Know All Men By These	Heresute, That the undersigned JIM WALTER CORPORATION
a corporation existing under the laws of the State of	Florida, in consideration of the sum of Ten Dollars and other good and valuab
	Homes, Inc.
assign unto the said Mid-State Homes	, Inc
certain mortgage dated the 11th day of	Edgar L. Hickbottom & May . 19 61. made by Wife Martha
	ald Jim Walter Corporation, as mortgagee covering the following described
real property situated in the County of	
	he West half of the West half of the East half uthwest quarter of Section 20, Township 6
of beginning, thence continue N	North 60 feet to a point
to a point, thence South 60 fee point of beginning.	et to a point, thence East 180 feet to the
	그는 지수는 것이 같은 것이 같은 것이 많았다. 방법은 것이 많은 것이 같이 같이 같이 없다. 것이 같은 것이 같이 없다. 것이 같은 것이 없다. 것이 같은 것이 없다. 것이 같은 것이 없다. 것이 않는 것이 같이 없다. 것이 없다. 같이 없다. 것이 없다. 것이 없다. 것이
and which said morrgage is recorded in Morrgage Bo	xok 366 249 , of the Probate Court records of
Baldwin County	Alabama, and is hereby expressly referred to and made a part hereof pocether
with the indebtedness thereby secured and all of its	right, title and interest in and to the property therein described.
TO HAVE AND TO HOLD unto the said	Mid-State Homes, Inc. its heirs
successors and assigns forever.	
	d Jim Walter Corporation has caused these presents to be executed by
	porate seal affixed hereto by J. W. Walter
SNEAL A CHARLEN AND A CHARL	A. F. Saraw as Secretary of the corporation, to
and the same, both said officers being hereunto of 1961	duly authorized, all as of this the 22nd day of May
Arrest:	JIM WALTER CORPORATION (CORPORATE SEAL)
-	JIM WALTER CORPORATION (CORPORATE SEAL)
Secretary	By: CW Watter
Secretary	By: Watter President
	By: President
ATE OF FLORIDA	Chi By: President
ATE OF FLORIDA	an a
TATE OF FLORIDA (OUNTY OF HILLSBOROUGH) I. Florence Hydes .a.	Norary Public in and for said County in said State, do hereby certify that
TATE OF FLORIDA DUNTY OF HILLSBOROUCH L. Florence Hydes .a.1 J. W. Walter	Norary Public in and for said County in said State, do hereby certify that and A. F. Saraw
ATE OF FLORIDA OUNTY OF HILLSBOROUGH I. Florence Hydes .a. J. W. Walter Max names as - President and	Notary Public in and for said County in said State, do hereby certify that and A. F. Saraw Secretary, respectively, of Jim Walter Corporation, a Florida corporation,
ATE OF FLORIDA UNTY OF HILLSBOROUGH L. Florence Hydes .a. J. W. Walter .a. President and signed to the foregoing instrument and who a	Notary Public in and for said County in said State, do hereby certify that and A.F. Saraw Secretary, respectively, of Jim Walter Corporation, a Florida corporation,
ATE OF FLORIDA UNITY OF HILLSBOROUGH I. Florence Hydes .a.2 J. W. Walter Must names as - President and signed to the foregoing instrument and who a signed to the foregoing instrument and who a	Notary Public in and for said County in said State, do hereby certify that and A.F. Saraw Secretary, respectively, of Jim Walter Corporation, a Florida corporation, ite known to me, acknowledged before me on this day that, being informed icers and with full power and authority, executed the same voluntarily for and
ATE OF FLORIDA UNTY OF HILLSBOROUGH L. Florence Hydes .a. J. W. Walter .a. President and signed to the foregoing instrument and who a	Notary Public in and for said County in said State, do hereby certify that and A.F. Saraw Secretary, respectively, of Jim Walter Corporation, a Florida corporation,
ATE OF FLORIDA UNITY OF HILLSBOROUGH 1. Florence Hydes .a.2 J. W. Walter .a.2	Notary Public in and for said County in said State, do hereby certify that and A.F. Saraw Secretary, respectively, of Jim Walter Corporation, a Florida corporation, ite known to me, acknowledged before me on this day that, being informed icers and with full power and authority, executed the same voluntarily for and
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ATE OF FLORIDA CUNTY OF HILLSBOROUGH I. Florence Hydes .a.1 J. W. Walter 	Notary Public in and for said County in said State, do hereby certify that and A.F. Saraw Secretary, respectively, of Jim Walter Corporation, a Florida corporation, the known to me, acknowledged before me on this day that, being informed icers and with full power and authority, executed the same voluntarily for and 22rtd day of May Notary Public. State of Florida at Large

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FORECLOSURE DEED

STATE OF ALABAMA BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS. That, whereas, heretofore on, to-wit: May 11, 1961, Edgar L. Hickbotton et ux Martha inafter described to Jim Walter Corporation which said mortgage is recorded in Book 366, Page 249, Probate Office of Baldwin County, Alabama.

5 A #6287

WHERZAS, in and by said mortgage the mortgage was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door of said County, after giving notice of the time, place, and terms of said sale in some newspaper published in said County, by publication once a week for **four** consecutive weeks prior to said sale at public out-cry for each, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to excute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and.

WHEREAS, said mortgage with the powers therein contained was duly assigned to MID-STATE HOMESING on the 22ndday of May, 1961; and

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said assignee did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the Baldwin Pimes or newspaper published in Baldwin 11/16-23-30/61 and of general circulation in Baldwin County. Alabama, in its issues of 12/7/61, and, 12/7/61, and 12/7/61, and

WHEREAS, or December 18,1961 the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of saie, said foreclosure was duly and properly conducted, and MID-STATE HOMES, INC. , as assignee of said mortgage, did offer for sale and sell at public outcry in

front of the door of the Courthouse in Baldwin County. Alabama, the property hereinafter described; and, WHEREAS. Wilson Hayes was the Auctioneer who conducted said (consistent of the conducted said (conducted said (consistent of the conducted said (consistent of the conducted said (conducted said (conducted

WHEREAS. WILSON Hayes was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the MID-STATE HOMES, INC. and,

WHEREAS, the highest and best hid for the property described in the aforementioned mortgage was the bid of MID.STATE HOMES.INC. , in the amount of Five Thousand Nine Hundred Sixty-Four and 80/100------Dollars, which sum of money MID.STATE HOMES.INC. offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold

to MID-STATE HOMPS, INC.

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$5,964.80 on the indebtedness secured by said mortgage, the said MID STATE HOMES INC. by and through Wilson Hayes , as Auctioneer conducting said sale and as attorney in fact for MID STATE HOMES INC. , and the said Wilson Hayes . as Auctioneer conducting said sale and as attorney in fact for MID STATE HOMES INC. and the said Wilson Hayes as Auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said

MID STATE HOMES, INC.

the following described property situated in Baldwin

County, Alabama, to-wit:

NOX0

From the Southwest corner of the West half of the West half of the South quarter of the Southwest quarter of Section 20, Township 6 South, Range 2 East, run East 827 feet, thence North 1040 feet to a point of beginning, thence continue North 60 feet to a point, thence West 180 feet to a point, thence South 60 feet to a point, thence East 180 feet to the point of beginning.

STATE OF ALABAMA BALDWIN COUNT I certify that this instrument was filled and the following tax collected on UAN 3 1962 2 PM Smac : 600

95-9111852

TO HAVE AND TO HOLD THE above described property unio

, its heirs and assigns forever: subject however, to the statutory sight of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

BUDK 313 FASE 196

IN WITNESS WHEREOF MID STATE HOMES, INC has caused this instrument to be executed by and through Wilson Hayes as Auctioneer conducting this said sale, an as attorney in fact, and Wilson Hayes as Auctioneer conducting said sale has hereto set his hand and sea on this the 18thday of Dec., 19 61

BY Wilson Hayes , as Auctioneer and Autorney in Fact. Wilson Hayes , as Auctioncer conducting said sale.

STATE OF ALABAMA Baldwin COUNTY

), , , ,

1. J.

ANT ANT

I, the undersigned, a Notary Public in and for said County and State, hereby certify that

Ruth K. Howell Notary Public

			Circuit Court, Baldwin County
STA		ABAMA	No
	BALDWIN CO	UNTY	
TO ANY	SHERIFE OF	THE STATE A	/TERM. 19 DF ALABAMA:
I ou Are H	ereby Command	ed to Summon	CLARENCE HEART & XX JUANITA HEARD, Join
	1.2 		severally
<u></u>	<u></u>	- - - 21	
	, , ,		· · · · · · · · · · · · · · · · · · ·
to appear an	d plead, answer		in thirty days from the convine have from the
to appear an in the Circuit & JUANITA	: Court of Baldv	or demur, with vin County, Stat	in thirty days from the service hereof, to the complaint fil te of Alabama, at Bay Minette, againstCLARENCE HEA
in the Circuit	Court of Baldv	or demur, with vin County, Stat	in thirty days from the service hereof, to the complaint fil te of Alabama, at Bay Minette, againstCLARENCE HEA
in the Circuit	Court of Baldv	or demur, with vin County, Stat	in thirty days from the service hereof, to the complaint fil te of Alabama, at Bay Minette, againstCLARENCE HEA
in the Circuit	Court of Baldv	or demur, with vin County, Stat ORATION, A C	in thirty days from the service hereof, to the complaint fil te of Alabama, at Bay Minette, against <u>CLARENCE HEA</u> Defendant <u>orp</u> .
in the Circuit	Court of Baldv HEARD, WALTER CORP	or demur, with vin County, Stat ORATION, A C	in thirty days from the service hereof, to the complaint fil te of Alabama, at Bay Minette, againstCLARENCE HEA

No		Defenda	ant lives at	
STATE OF ALABAMA Baldwin County	·····			
CIRCUIT COURT	Received In Office			
	•••••		•••••	19.
JIM WALTER CORPORATION, A CORP.	••••••			
Plaintiffs	Ιh	ave execul	ed this sum	mons
vs.		ng a copy '	with	19.
CLARENCE HEARD & JUANITA HEARD				
Defendants		. 1		
SUMMONS AND COMPLAINT		- f		
		·····	<u>.</u>	
Filed 19		· · ·		
Clerk	 	-	· · · · · · · · · · · · · · · · · · ·	
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JIM WALTER CORPORATION, a Corporation,

PLAINTIFF

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

6251

Number

VS

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CLARENCE HEARD AND JUANITA HEARD, jointly and severally

COMPLAINT

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<u>COUNT ONE:</u> The Plaintiff sues to recover possession of the following tract of land, in Baldwin County, Alabama:

Begin at the SW corner of W_2^1 of W_2^1 of E_2^1 of S_4^1 of SW_4^1 of S 20, T6S, R2E, run E 827 feet to point; N 1040 feet to POB; thence North 60 feet; West 180 feet; South 60 feet; East 180 feet back to point of beginning. All situated in Baldwin County, Alabama.

of which the plaintiff was in the possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withhold, together with \$1,000.00 for the detention thereof. <u>COUNT TWO</u>: The Plaintiff sues to recover the possession of the

following tract of land in Baldwin County, Alabama:

Begin at the SW corner of W_2 of W_2 of E_2 of S_4 of SW_4 of S 20, T6S, R2E, run E 827 feet to point; N 1040 feet to POB; thence North 60 feet; West 180 feet; South 60 feet; East 180 feet back to point of beginning. All situated in Baldwin County, Alabama.

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

GIBBONS AND STOKES

by EGalian les E. GRAHAM GIBBONS. Attorney for Plaintiff P. O. Box 293

Mobile, Alabama Telephone 433-2611

SERVE THE DEFENDANT AT 1246 South Tripp Chicago, Illinois

The principal being a foreign corporation, I hereby guarantee costs of these proceedings.

ALCE I. DUCK, CLEPR

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E. GRAHAM GIBBONS

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