

L. J. SHIVER,

X

Plaintiff,

X

IN THE CIRCUIT COURT OF

vs.

X

BALDWIN COUNTY, ALABAMA

LARRY L. COX,

X

LAW SIDE

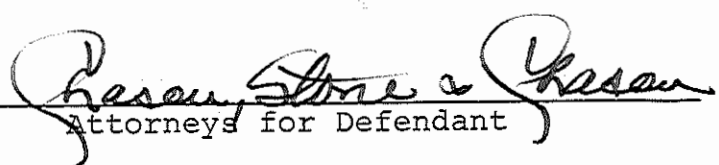
NO. 6578

Defendant.

X

Comes the Defendant in the above styled cause and for plea to the complaint as amended November 22, 1966, and to each and every count thereof, separately and severally, says:

1. Not guilty.
2. That the allegations of the complaint are untrue.
3. That he paid the debt for the recovery of which this suit was brought before the action was commenced.
4. That the work and labor done by the Plaintiff for the Defendant and the materials furnished by the Plaintiff for the Defendant were not as agreed upon between the parties, the work being performed in an unskilled manner and some of the materials being defective, hence the Plaintiff should not recover under such counts.

  
Attorneys for Defendant

4578

L. J. SHIVER,  
Plaintiff,

vs.

LARRY L. COX,  
Defendant

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PLEAS

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FILED

NOV 23 1960

ALICE J. DICK, CLERK  
REGISTER

AMENDED COMPLAINT

L. J. SHIVER	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
LARRY L. COX	X	AT LAW NO. 6578
Defendant	X	

Comes the plaintiff in the above styled cause and amends  
~~his complaint as last amended in said cause to read as follows:~~

-1-

The plaintiff claims of the defendant One Thousand Four  
Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from  
him for work and labor done for the defendant by the plaintiff,  
on to-wit, the 18th day of November, 1963, at his request, which  
sum of money with the interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant One Thousand Four  
Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him  
by account on the 18th day of November, 1963, which sum of  
money with interest thereon is still unpaid.

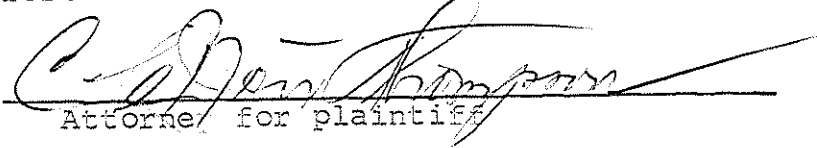
-3-

The plaintiff claims of the defendant One Thousand Four  
Hundred Twenty-four and 38/100 (\$1424.38) Dollars, damages for  
the conversion by him on the 14th day of November, 1964, of the  
following chattels:

1 - Rembrandt house trailer, 1963, Serial No. R55X3CHB 15-260  
the property of the plaintiff.

-4-

Plaintiff claims of the defendant Three Hundred (\$300.00)  
~~Dollars due from him by account on to-wit, October 17, 1964,~~  
which sum of money with interest thereon is still unpaid.

  
Attorney for plaintiff

I hereby certify that I have this 22 day of November, 1966,  
mailed a copy of the foregoing amended complaint to the Honorable  
John Chason, U. S. Postage prepaid to his office in Bay Minette, Alabama.

FILED

NOV 28 1966

ALICE J. DUCK, CLERK  
REGISTER

  
Vol 64 Pg 458A

L. J. SHIVER,

Plaintiff,

vs.

LARRY L. COX,

Defendant.

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6578

Comes the Defendant in the above styled cause and demurs to Count One of the Complaint as amended September 8, 1966 and assigns the following separate and several grounds:

1. That said Count does not state a cause of action.
2. That said Count does not allege that the sum of money claimed is due from the Defendant.

*Gordon Stone & Shanon*  
Attorneys for Defendant

FILED

SEP 19 1966

ALICE J. DICK, CLERK  
REGISTER

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 10<sup>th</sup> day of Sept, 1966

*Gordon Stone & Shanon*

L. J. SHIVER,

Plaintiff,

vs.

LARRY L. COX,

Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6578

\* \* \* \* \*

DEMURRER

\* \* \* \* \*

FILED

SEP 12 1966

ALICE A. DICK, CLERK  
REGISTER

AMENDED COMPLAINT

L. J. SHIVER

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

LARRY L. COX

X

AT LAW

NO. 6578

Defendant

X

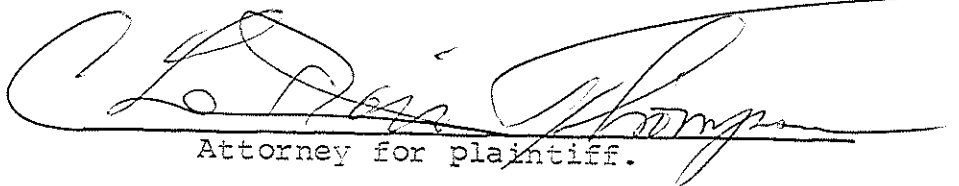
Comes the plaintiff in the above styled cause and amends  
his complaint heretofore filed in said cause to read as follows:

-1-

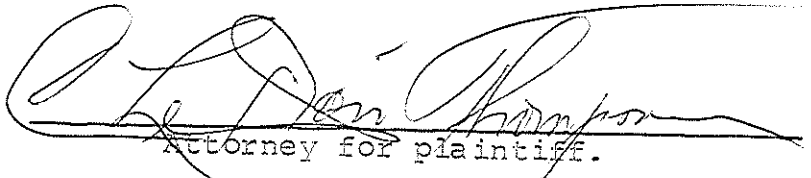
Plaintiff claims of the defendant One Thousand Four Hundred  
Twenty-four and 38/100 (\$1424.38) Dollars due from him by  
account on to-wit, 18th day of November, 1963, which sum of  
money with interest thereon is still unpaid.

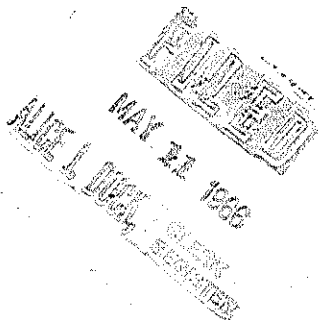
-2-

Plaintiff claims of the defendant One Thousand Four Hundred  
Twenty-four and 38/100 (\$1424.38) Dollars together with interest  
thereon from the 18th day of November, 1963, for work and labor  
done for the defendant by the plaintiff on to-wit, 1st day of  
September, 1964, at his request; which sum of money with the interest  
thereon is still unpaid.

  
Attorney for plaintiff.

I hereby certify that I have this 11th day of May, 1966,  
served a copy of the foregoing amended complaint on Honorable  
John Chason, attorney for defendant, by leaving a copy of  
same in his office.

  
Attorney for plaintiff.



L. J. SHIVER,

Plaintiff,

vs.

LARRY L. COX,

Defendant.

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6578

DEMURRER

Comes the Defendant in the above styled cause and demurs to counts 1 and 2 of the Complaint as last amended and assigns the following separate and several grounds:

1. That said counts do not state a cause of action.
2. That count 1 of said Amended Complaint fails to show that the sum claimed is due from the Defendant.
3. That count 2 of said Amended Complaint is not in code form.

  
Attorneys for Defendant

FILED

JUN 6 1966

AUDIE L. JARVIS, CLERK  
REGISTER

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 1 day

of June, 1966



65-78

L. J. SHIVER,

Plaintiff,

vs.

LARRY L. COX,

Defendant.

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DEMURRER

\*\*\*\*\*

FILED

JUN 2 1960

CLERK  
RECEIVED



AMENDED COMPLAINT

L. J. SHIVER	X		
Plaintiff	X	IN THE CIRCUIT COURT OF	
vs	X	BALDWIN COUNTY, ALABAMA	
LARRY L. COX	X	AT LAW	NO. 6578
Defendant	X		

Comes the plaintiff in the above styled cause and amends  
~~his complaint heretofore filed in said cause to read as follows:~~

-1-

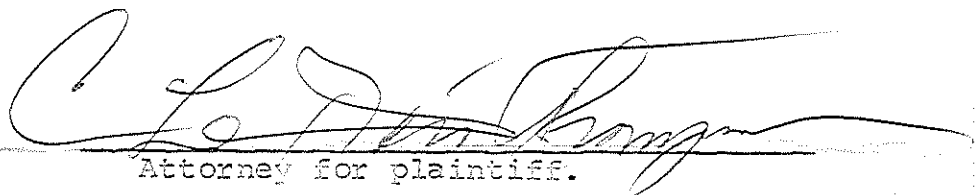
The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars together with interest thereon from the 18th day of November, 1963, for work and labor done for the defendant by the plaintiff on to-wit, the 18th day of November, 1963, at his request, which sum of money with the interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him by account on the 18th day of November, 1963, which sum of money with interest thereon is still unpaid.

-3-

The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him for work, labor and materials done for the defendant by the plaintiff on to-wit, the 18th day of November, 1963, at his request; which sum of money with interest thereon is still unpaid.

  
Attorney for plaintiff.

*served at pleading  
7/26/66*

*Filed 7-26-66  
Arlene J. Duckworth*

L. J. SHIVER,

Plaintiff,

vs.

LARRY L. COX,

Defendant.

Y

Y

Y

Y

Y

Y

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE NO. 6578

Comes the Defendant in the above styled cause and demurs to Count Two of the Complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That said count does not allege who entered into an agreement.

2. That count two claims damages for \$1,424.38 while the alleged additions to contract as itemized amount to only \$831.02 and such count does not specifically set out wherein the difference arose.

3. That such count fails to allege whether the oral amendments to contract which were referred to were made before or after the signing of such contract.

4. That the oral amendments referred to seek to amend or modify a written instrument without showing when such oral amendments were agreed upon.

5. That the oral amendments referred to in such count were not sufficiently set out.

*Chas. Stone & Gussow*  
Attorneys for Defendant

Defendant demands trial of  
this cause by a jury.

*Chas. Stone & Gussow*  
Attorneys for Defendant

6578

July

L. J. SHIVER,

Plaintiff,

vs.

LARRY L. COX,

Defendant.

\* \* \* \* \*

DEMURRER

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

NO. 6578

\* \* \* \* \*

FILED  
AUG 27 1888  
AUG 1 DICK CLERK  
REGISTER

	<u>AMENDED COMPLAINT</u>	
L. J. SHIVER	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
LARRY L. COX	X	AT LAW NO. 6578
Defendant	X	

Comes the plaintiff in the above styled cause and amends his complaint heretofore filed in said cause to read as follows:

-1-

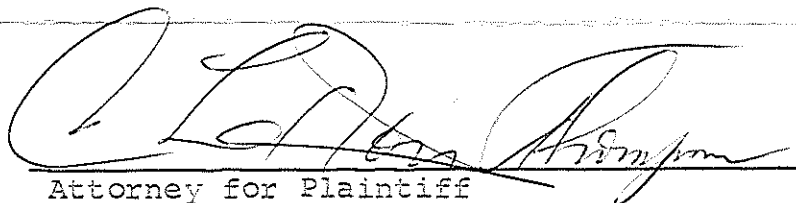
The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars together with interest thereon from the 18th day of November, 1963, for work and labor done for the defendant by the plaintiff on to-wit, the 18th day of November, 1963, at his request, which sum of money with the interest thereon is still unpaid.

-2-

~~The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him by account on the 18th day of November, 1963, at his request which sum of money with interest thereon is still unpaid.~~

-3-

The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him for work, labor and materials done for the defendant by the plaintiff on to-wit, the 18th day of November, 1963, at his request; which sum of money with interest thereon is still unpaid.

  
Attorney for Plaintiff

I hereby certify that I have this 20th day of May, 1966, mailed a copy of the foregoing amendment to Honorable John Chason, attorney for defendant, U. S. Postage prepaid to his address in Bay Minette, Alabama.

**FILED**

MAY 20 1966

APR 20 1966 CLERK

  
Attorney for plaintiff.

L. J. SHIVER,

X

Plaintiff,

X

vs.

X

IN THE CIRCUIT COURT OF

X

BALDWIN COUNTY, ALABAMA

X

AT LAW

NO. 6578

LARRY L. COX,

X

Defendant.

DEMURRER

Comes the Defendant in the above styled cause and demurs to Count Two of the complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That said Count does not state a cause of action.
2. That said Count does not allege that the sum claimed is now due.
3. For aught that appears from Count Two of the complaint the sum of money claimed by the Plaintiff is not due.
4. That said Count claims interest from the 18th day of November, 1963 for work and labor done for the Defendant by the Plaintiff on September 1, 1964.
5. That Count Two of the complaint claims interest from November 18, 1963 while it is affirmatively shown in said Count that the cause of action did not arise until almost ten months later.

*Sharon Stone & Sharon*  
Attorneys for Defendant

FILED  
NOV 16 1966  
ALICE L. DICK, CLERK  
REGISTER

L. J. SHIVER,

Plaintiff,

vs.

LARRY L. COX,

Defendant.

\* \* \* \* \*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6578

\* \* \* \* \*

DEMURRER

\* \* \* \* \*

FILED  
MAY 16 1988

ALICE A. DICK, CLERK  
REGISTER

L. J. SHIVER

Plaintiff

vs.

LARRY L. COX

Defendant

X

X

X

X

X

-1-

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6578

Plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him by account on to-wit, 18th day of November, 1963, which sum of money with interest thereon is still unpaid.

-2-

Plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars damages for the breach of an agreement entered into by him on to-wit, 18th day of November, 1963, in accordance with the contract attached hereto and made a part hereof as Exhibit "A" and the <sup>subsequent</sup> oral amendments thereto, which in substance provided for the following additions to said contract added as specials there-  
~~to by agreement between the parties to this cause and completed~~  
by the plaintiff:

" Extra on half bath, extra work in basement, on heating ducts	\$187.54
Extra on electrical supplies	78.59
2 extra windows in basement	44.39
Brick walks	228.00
Paint instead of varnish	63.00
Interest on construction money	30.00
Fatima Corlon on floor	61.00
Contractor's overhead on extras - 20%	138.50"

-3-

Plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars together with interest thereon from the 18th day of November, 1963, for work and labor done for the defendant by the plaintiff on to-wit, 1st day of September, 1964, at his request; which sum of money with the interest thereon is still unpaid.

FILED

7 10 65

ALICE A. DUCK, CLERK  
REGISTER

F VOL

64

PAGE 441

Attorney for plaintiff.

STATE OF ALABAMA

BALDWIN COUNTY

BE IT HEREBY AND HEREINAFTER AGREED between Larry L. Cox, as owner and L. J. Shiver, as contractor, as follows:

The said contractor agrees to construct and the said owner agrees to accept and to pay for said construction which shall be done in accordance and in the time and under the conditions as set out hereinafter:

The said contractor agrees to construct a residence on Lot 11 in Shiver Heights, a subdivision near Spanish Fort, Alabama. The said residence shall be constructed by skilled workmen in a skilled and workmanlike manner in accordance with the specifications set out in the application for the loan using the materials noted in said application as to quality and kind or equal thereof, such changes being subject to the approval of the architect and/or the owner.

The said house to be located on the Lot noted above in accordance with the agreement of the owner and the contractor.

No changes shall be made in the specifications and plans attached without the written approval of the said owner and/or architect and the said contractor agrees to construct the drive in accordance with the blueprints attached hereto.



The time of construction shall be four months from the date the loan is approved to the owner and the contractor is notified.

Any changes which the owner requires from the original blue-prints and plans or specifications shall be determined at the time said change is requested together with the additional expense, if any, involved in the said changes.

It is further agreed that the owner shall undertake to assume the construction costs in the following steps:

20% when the foundation and basement have been completed;  
20% when the house has been framed throughout and the roof put on;  
20% when the house has been sheeted, felted and the masonry work completed; 20% when the house has been completely finished except for paint including all trim and the final 20% shall be paid when the key is delivered on the date of payment.

In the event financing is not obtained on the foregoing basis, but is obtained only on a lock and key job, said contractor agrees that the said contract shall be in force and the contractor shall

be paid in addition to the foregoing price, simple interest at 7% on the construction money of this contract for the duration of the contract time of four months.

The said house subject of this contract is to be constructed by the said L. J. Shiver for the sum of <sup>16,010.00 L.J.S. LLC</sup> ~~\$17,113.00~~ in accordance with all of the terms of said contract and specifications, plans and blueprints as provided herein.

It is further agreed that of the above sum the contractor will accept the sum of <sup>\$14,000.00 L.J.S. LLC</sup> ~~\$13,000.00~~ in cash and agrees to accept a second mortgage in the amount of ~~\$2,113.00~~ payable in property and/or money.

WITNESS our hands and seals this 18 day of November, 1963.

Larry L. Cox  
Owner

L.J. Shiver  
Contractor

Executed in the presence of:

[Signature]  
Notary Public, Baldwin County, Alabama

be paid in addition to the foregoing price, simple interest at 7% on the construction money of this contract for the duration of the contract time of four months.

The said house subject of this contract is to be constructed by the said L. J. Shiver for the sum of <sup>16,010.00 L.J.S. LLC</sup> ~~\$17,115.00~~ in accordance with all of the terms of said contract and specifications, plans and blueprints as provided herein.

It is further agreed that of the above sum the contractor will accept the sum of <sup>\$14,000.00 L.J.S. LLC</sup> ~~\$13,000.00~~ in cash and agrees to accept a second mortgage in the amount of ~~\$2,115.00~~ payable in property and/or money.

WITNESS our hands and seals this 18 day of November, 1963.

Larry L. Cox  
Owner

L.J. Shiver  
Contractor

Executed in the presence of:

[Signature]  
Notary Public, Baldwin County, Alabama

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 65-78

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Larry L. Cox

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.....

.....Larry L. Cox....., Defendant.....

by L. J. Shiver

..... Plaintiff.....

Witness my hand this.....1st.....day of.....July.....1965.....  
Alice D. Luck....., Clerk

24 8-10-65

No. 6528 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

L. J. Shiver  
Plaintiffs

vs.

Larry L. Cox  
Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

JUL 1 1965 Clerk

ALICE I. DICK CLERK  
REGISTER

C. LeNoir Thompson  
Plaintiff's Attorney

Defendant's Attorney

Not found

Defendant lives at

Spanish Fort

Received In Office

July 1 1965

....., Sheriff

I have executed this summons

this Aug 19 1965  
by leaving a copy with

Larry L. Cox

Sherriff's charge 44 miles at

Per Clerk per mile Total \$ 4.40

Ray Randall  
Deputy Sheriff

Stacy Wilkins Sheriff

Ray Randall Deputy Sheriff

Spanish Fort

AMENDED COMPLAINT

L. J. SHIVER	X		
Plaintiff	X	IN THE CIRCUIT COURT OF	
vs	X	BALDWIN COUNTY, ALABAMA	
LARRY L. COX	X	AT LAW	NO. 6578
Defendant	X		

Comes the plaintiff in the above styled cause and amends  
his complaint as last amended in said cause to read as follows:

-1-

The plaintiff claims of the defendant One Thousand Four  
Hundred Twenty-four and 38/100 (\$1424.38) Dollars together  
with interest thereon from the 18th day of November, 1963,  
for work and labor done for the defendant by the plaintiff  
on to-wit, the 18th day of November, 1963, at his request,  
which sum of money with the interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant One Thousand Four  
Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him  
by account on the 18th day of November, 1963, which sum of  
money with interest thereon is still unpaid.

-3-

The plaintiff claims of the defendant One Thousand Four  
Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him  
for work, labor and materials done for the defendant by the  
plaintiff on to-wit, the 18th day of November, 1963, at his  
request; which sum of money with interest thereon is still  
unpaid.

-4-

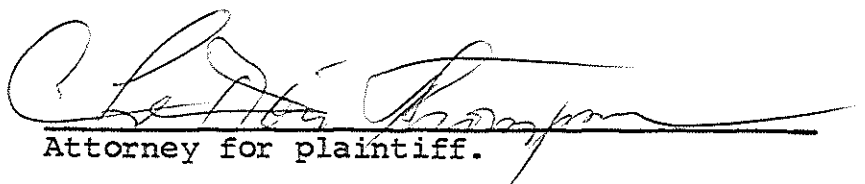
The plaintiff claims of the defendant One Thousand Four  
Hundred Twenty-four and 38/100 (\$1424.38) Dollars, damages for  
the conversion by him on the 29th day of April, 1963, of the  
following chattels:

1 - Rembrandt house trailer, 1963, Serial No. R55X3CHB 15-260  
the property of the plaintiff.

FILED

AUG 16 1968

AUG 16 1968

  
Attorney for plaintiff.

AMENDED COMPLAINT

L. J. SHIVER

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

LARRY L. COX

X

AT LAW

NO. 6578

Defendant

X

Comes the plaintiff in the above styled cause and amends his complaint as last amended in said cause to read as follows:

-1-

The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars together with interest thereon from the 18th day of November, 1963, for work and labor done for the defendant by the plaintiff, on to-wit, the 18th day of November, 1963, at his request, which sum of money with the interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) dollars due from him by account on the 18th day of November, 1963, which sum of money with interest thereon is still unpaid.

-3-

The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him for work, labor and materials done for the defendant by the plaintiff on to-wit, the 18th day of November, 1963, at his request; which sum of money with interest thereon is still unpaid.

-4-

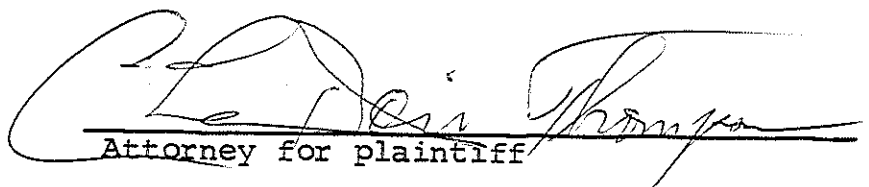
The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars, damages for the conversion by him on the 14th day of November, 1964, of the following chattels:

1 - Rembrandt house trailer, 1963, Serial No. R55X3CHB 15-260 the property of the plaintiff.

FILED

AUG 22 1966

ALICE L. DICK, CLERK  
REGISTER

  
Attorney for plaintiff

L. J. SHIVER,

X

Plaintiff,

X

IN THE CIRCUIT COURT OF

vs.

X

BALDWIN COUNTY, ALABAMA

LARRY L. COX,

X

AT LAW

NO. 6578

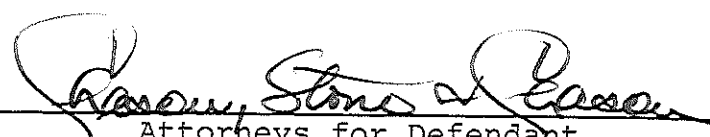
Defendant.

X

DEMURRER

Comes the Defendant in the above styled cause and demurs to Count 3 of the Complaint, As Amended August 22, 1966, and assigns the following separate and several grounds:


1. That said count does not state a cause of action.
2. That said count seeks to combine two of the common counts in one count.
3. That said count seeks to recover for materials furnished under a count for work and labor done.

  
Attorneys for Defendant

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon counsel for all parties to this proceeding, by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid on this 25 day

of August, 1966



FILED

AUG 26 1966

ALICE L. BUCK, CLERK  
REGISTRAR



4578

L. J. SHIVER,

Plaintiff,

vs.

LARRY L. COX,

Defendant.

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DEMURRER

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FILED  
AUG 26 1966  
ALICE J. WICK, CLERK  
REGISTER

AMENDED COMPLAINT

L. J. SHIVER	X	
Plaintiff	X	IN THE CIRCUIT COURT OF
vs	X	BALDWIN COUNTY, ALABAMA
LARRY L. COX	X	AT LAW NO. 6578
Defendant	X	

Comes the plaintiff in the above styled cause and amends  
his complaint as last amended in said cause to read as follows:

-1-

The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars together with interest thereon from the 18th day of November, 1963, for work and labor done for the defendant by the plaintiff, on to-wit, the 18th day of November, 1963, at his request, which sum of money with the interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars due from him by account on the 18th day of November, 1963, which sum of money with interest thereon is still unpaid.

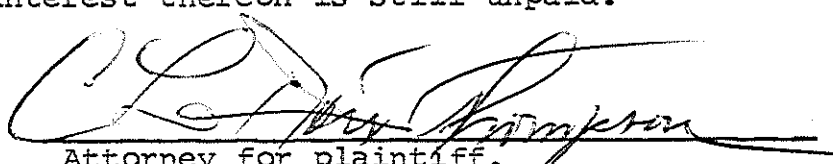
-3-

The plaintiff claims of the defendant One Thousand Four Hundred Twenty-four and 38/100 (\$1424.38) Dollars, damages for the conversion by him on the 14th day of November, 1964, of the following chattels:

1 - Rembrandt house trailer, 1963, Serial No. R55X3CHB 15-260 the property of the plaintiff.

-4-

Plaintiff claims of the defendant Three Hundred (\$300.00) Dollars due from him by account on to-wit, October 17, 1964, which sum of money with interest thereon is still unpaid.

  
Attorney for plaintiff.

I hereby certify that I have this 8 day of September, 1966, mailed a copy of the foregoing amended complaint to the Honorable John Chason, U. S. postage prepaid to his office in Bay Minette, Alabama.

FILED

SEP 8 1966

ALICE L. DUCK, CLERK  
REGISTER

VOL

64 PAGE 457

L. J. SHIVER,

Plaintiff,

vs.

LARRY L. COX,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

NO. 6578

Comes the Defendant in the above styled cause and for plea to the complaint as last amended which has been filed in said cause, spearately and severally, and to each count thereof, says:

1. Not guilty.
2. That the allegations of the complaint are not true.
3. That he has paid the debt for the recovery of which this suit was brought, before the action was commenced.

4. That such amended complaint claims damages for work and labor performed and materials furnished by the Plaintiff to the Defendant on, to-wit: November 18, 1963. That on August 11, 1964, the Defendant and his wife executed and delivered to the Plaintiff a mortgage to secure the debt which is here sued on which mortgage debt has been paid in full. That a copy of such mortgage is attached to and made a part of this plea.

5. That the work and labor done by the Plaintiff for the Defendant and the materials furnished by the Plaintiff for the Defendant were not as agreed upon between the parties, such work and labor being performed in an unskilled manner and such materials being defective, hence the Plaintiff should not recover of the Defendant in this action.

FILED

AUG 8 1965

ALICE L. DICK, CLERK  
REGISTER

*Ross, Stone & Bussan*  
Attorneys for Defendant

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THE STATE OF ALABAMA,  
Baldwin County

KNOW ALL MEN BY THESE PRESENTS:

That, Larry L. Cox and wife, Barbara Cox

hereinafter called mortgagor, in consideration of the sum of Two Thousand Three Hundred Thirty-six (\$2336.00) DOLLARS, to us in hand paid by L. J. Shiver

hereinafter called mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said mortgagee L. J. Shiver his heirs and

assigns forever, all the following described real property in Baldwin County, Alabama:

Lot 11 in Shiver Heights, according to plat thereof recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Map Book 5, Page 203

Subject to first mortgage to Baldwin County Savings & Loan Association dated \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ recorded in Mortgage Book \_\_\_\_\_ pages \_\_\_\_\_, Baldwin County Probate Records.

Together with all and singular the tenements, rights, privileges and appurtenances, to said described premises in anywise belonging. TO HAVE AND TO HOLD the same forever. PROVIDED ALWAYS, and these presents are upon the express condition that if the said mortgagor... shall well and truly pay to the mortgagee Two Thousand Three Hundred Thirty-six (\$2336.00) Dollars payable \$20.00 per month beginning September 12, 1964, with interest at 7% per annum until principal and interest have been paid.

and shall also discharge all the duties imposed upon said mortgagee, by this mortgage, then these presents shall become void, otherwise to remain in full force.

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee L. J. Shiver 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 costs of said sale, including a reasonable attorney's 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 said mortgagor. Mortgagee may purchase said property at such sale, and in that event the auctioneer conducting the sale is authorized in the name of the mortgagor, and as their

attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee in the collection of said mortgage debt, or otherwise by reason of any default on the part of mortgagor. Mortgagor covenants that

they are seized in fee simple of said property, that it is free from all incumbrances, that they will warrant the same to mortgagee, and to the purchaser thereof against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagor has hereunto set their hand and seal this 11 day of August A.D., 1964

Larry L. Cox (SEAL)

Barbara J. Cox (SEAL)