


FFOT NOTE: All persons claiming any title to, interest in, lien or incumbrance upon the property described in the foregoing bill of complaint or any part thereof will be required to answer to every paragraph hereof but answer under oath is hereby expressly waived.

  
Solicitor for Complainant.


STATE OF ALABAMA, |  
COUNTY OF BALDWIN, |

Personally appeared before me, Virginia E. Crenshaw, a Notary Public in and for said state and county, Orvis M. Brown, who upon oath deposes and says:

That he is the solicitor or agent for the Complainant in the foregoing cause and is thereby duly authorized to make this oath, that the facts stated in the foregoing bill of complaint upon knowledge are true, that he is informed as to the facts therein and upon information and belief as therein stated and verily believed and so states that the same are true.

  
\_\_\_\_\_

Sworn to and subscribed to before me a  
Notary Public whose seal is hereto affixed  
this 23rd, day of April, 1942.

  
Notary Public, Baldwin County, Alabama.  
My Commission Expires: Aug. 1, 1943.

OLGA S. MOHE  
Complainant

vs.

RAYMOND F. REBEDOUX, et al  
Defendants

EQUITY  
CIRCUIT COURT  
OF  
BALDWIN COUNTY, ALABAMA

INTERROGATORIES PROPOUNDED TO R. D. HOOKS, JR., AS SECRETARY-  
TREASURER OF THE NATIONAL FARM LOAN ASSOCIATION

INTERROGATORY I: What is your official position with the Federal  
Land Bank of New Orleans and the Land Bank Commission.

II: As such officer, have you in your possession  
any of the papers relating to mortgages made by Raymond F.  
Rebedoux and wife, Mary A., September 7, 1940, to the Federal  
Land Bank of New Orleans and to the Land Bank Commissioner, upon  
the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 10, Tp 6 S, R 2 E, in Baldwin County,  
Alabama?

IV: If among these papers there is a Creditor's  
Receipt, Form No. 673, Rev., executed by either Mrs. Olga S.  
Mohe or Mils J. Mohe, her husband, in payment for their interest  
in said land, please produce and attach this to your deposition  
as "exhibit A".

V: If you do not have the original receipt but  
have a photostatic copy of same made under the directions of the  
New Orleans office of the Federal Land Bank and as such being  
a part of your files, please attach this.

Respondent suggests the name of Virginia C.  
Lewis, of Robertsdale, as a suitable person to act as Commissioner  
in taking the foregoing testimony.

*Bessie F. Gooden*  
Solicitor for Bessie F. Gooden

It is agreed between the Solicitors for the parties if original  
receipt is not in hands of witness that a photostatic copy of the  
paper called for above may be attached in lieu of the original,  
subject only to such objections as could legally be interposed to  
said original.

*Bebe & Lane*  
*by W. H. Lane*  
Solicitors for Complainant

*Bessie F. Gooden*  
Solicitor for Respondent, Bessie  
F. Gooden.

OLGA S. MOHE

Complainant

vs

RAYMOND F. REBEDOUX, et al  
Defendants

EQUITY  
CIRCUIT COURT  
OF

BALDWIN COUNTY, ALABAMA

INTERROGATORIES PROPOUNDED TO R. D. HOOKS, JR., AS SECRETARY-  
TREASURER OF THE NATIONAL FARM LOAN ASSOCIATION

INTERROGATORY I: What is your official position with the Federal Land Bank of New Orleans and the Land Bank Commission.

II: Did you hold this position in the months of August and September, 1940?

III: As such officer, have you in your possession any of the papers relating to mortgages made by Raymond F. Rebedoux and wife, Mary A., September 7, 1940, to the Federal Land Bank of New Orleans and to the Land Bank Commissioner, upon the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 10, Tp 6 S, R 2 E, in Baldwin County, Alabama?

IV: If among these papers there is a Creditor's Receipt, Form No. 673, Rev., executed by either Mrs. Olga S. Mohe or Nils J. Mohe, her husband, in payment for their interest in said land, please produce and attach this to your deposition as "Exhibit A".

V: If you do not have the original receipt but have a photostatic copy of same made under the directions of the New Orleans office of the Federal Land Bank and as such being a part of your files, please attach this.

Respondent suggests the name of Virginia C. Lewis, of Robertsdale, as a suitable person to act as Commissioner in taking the foregoing testimony.

*Elliott B. Pinkley*  
Solicitor for Bessie F. Gooden

It is agreed between the Solicitors for the parties if original receipt is not in hands of witness that a photostatic copy of the paper called for above may be attached in lieu of the original, subject only to such objections as could legally be interposed to said original.

Solicitors for Complainant

*Elliott B. Pinkley*  
Solicitors for Respondent, Bessie  
F. Gooden

BILL TO QUIET TITLE

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT,

BALDWIN COUNTY, ALABAMA: SITTING IN EQUITY:

Your orator, Olga S. Mohe, presents this her bill of complaint against Raymond F. Rebedoux and Mary A. Rebedoux, and thereupon your orator complains and shows unto this Court and your Honor as follows:

FIRST: Your orator, Olga S. Mohe, is over twenty-one years of age and a resident of Foley, Baldwin County, Alabama. The Respondents Raymond F. Rebedoux and Mary A. Rebedoux are residents of Indianapolis, Indiana and both over the age of twenty-one years.

SECOND: Your orator owns and is in the actual, quiet and peaceable possession of the following described real property situated in Baldwin County, Alabama, to-wit: "Southeast Quarter of the Southwest Quarter, Section 10, Township 6 South of Range 3 East, Baldwin County, Alabama."

THIRD: The Respondents claim or are reputed to claim some right, title or interest in or incumbrance upon the said lands; no suit is pending to enforce or test the validity of such title, interest in or incumbrance upon the said land, and your orator brings this bill of complaint against the said Respondents to settle the title to the said lands and to clear up all doubts and disputes concerning the same. Your orator here and now calls upon the said Respondents to set forth and specify their right, title or interest in and incumbrance upon the said lands or any part thereof and how and by what instrument the same is derived and created.

FOURTH: Your orator by warranty deed dated September 16, 1940, which said deed was filed for record September 20, 1940 and recorded in deed book 73NS page 88-89 of the Probate Records of Baldwin County, Alabama, conveyed to the Respondents, Raymond F. Rebedoux and Mary A. Rebedoux, the property hereinabove described as, to-wit: "Southeast Quarter of the Southwest Quarter, Section 10, Township 6 South, Range 3 East, Baldwin County, Alabama", a copy of which deed is hereto attached and marked Exhibit "A" and made a part of this bill of complaint, at which time there was an indebtedness outstanding to your orator in the amount of One Thousand One Hundred Forty-four and 22/100 Dollars (\$1144.22) and the Respondents to this bill of complaint executed an agreement with your orator, a copy of which is hereto attached and marked exhibit "B" and made a part of this bill of complaint, whereby in the terms thereof it provided that "the purpose and intent of this instrument is to give to Olga S. Mohe, her heirs and assigns, the full right of redemption should parties of the first part forfeit the payments to the Federal Land Bank or Land Bank Commissioner and to take over the property the same as if the parties of the first part had conveyed to them by quit claim deed and in case

they take over this property under these conditions, then this instrument is to operate as a quit claim deed, forfeiting all our rights of redemption and conveying our rights or equity we may have in the land described in the said mortgage to Olga S. Mohe." Your orator shows further unto this Honorable Court that the said mortgages as shown by Exhibit "C" and Exhibit "D" hereto attached and made a part of this bill of complaint that the property conveyed by these mortgages referred to in this instrument is the same property that was conveyed by your orator, Olga S. Mohe, to the Respondents, Raymond F. Rebedoux and Mary A. Rebedoux by warranty deed, which is hereto attached and marked Exhibit "A". Your orator shows further that the Respondents did default in the payments to the Federal Land Bank and Land Bank Commissioner which were due in June 1941 and that your orator was forced to make these payments to the Federal Land Bank and Land Bank Commissioner, a copy of the receipt is hereto attached and marked Exhibit "E", and made a part of this bill of complaint, and that at this time your orator was placed in the actual, peaceable possession of this property by the Respondents and has been in the actual, peaceable, quiet possession of this property since that date.

PRAYER FOR PROCESS


Your orator prays that the said Raymond F. Rebedoux and Mary A. Rebedoux be made parties respondent to this bill of complaint and that the usual process of this Honorable Court do forthwith issue to them.

PRAYER FOR RELIEF

Your orator further prays that upon the final hearing of this cause that your Honor will make and enter a decree against the said Respondents quieting title to the said land and adjudging and decreeing that your orator is the owner thereof in her own right, that the title thereto is in her forever, quieting your orator's title thereto against the said Raymond F. Rebedoux and Mary A. Rebedoux, adjudging and decreeing that they are without right, title or interest in the said land and that they have and hold no incumbrance upon the same and further adjudging and decreeing that the said instrument above referred to as Exhibit "B" be adjudged and decreed to be a quit claim deed as recited therein to the property above described and referred to, conveying all of the right, title and interest to the said property to your orator, Olga S. Mohe, and adjudging and decreeing that Raymond F. Rebedoux and Mary A. Rebedoux, Respondents, are without right, title or interest in the said land and that they have and hold no incumbrance upon the same.

-Page Three-

Your orator further prays for such other, further and general relief as she may be equitably entitled to the premises considered.

  
Solicitor for Complainant

or threats on the part of the husband.

GIVEN under my hand and official seal of office this 16th day of September,  
1940.

ORVIS M. BROWN,  
Notary Public, Baldwin County, Alabama.  
My Commission expires: April 2nd, 1943. ✓

EXHIBIT "A".

WARRANTY DEED.

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, cash in hand paid to the undersigned by RAYMOND F. REBEDOUX and wife MARY A. REBEDOUX, the receipt of which is hereby acknowledged, we, the undersigned grantors, OLGA S. MOHE and her husband NILS J. MOHE, have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto Raymond F. Rebedoux and wife Mary A. Rebedoux, the following described tract or parcel of land, lying and being in Baldwin County, Alabama, and more particularly bounded and described as follows:

Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Ten (10), Township Six (6) South, of Range Three (3) East, of St. Stephens Meridian, Baldwin County, Alabama, containing forty (40) acres more or less. ✓

TO HAVE AND TO HOLD the said tract or parcel of land unto the said Raymond F. Rebedoux and wife Mary A. Rebedoux, their heirs and assigns, in fee simple forever; and for the consideration aforesaid, we do for ourselves, for our heirs, executors and administrators, successors and assigns, covenant to and with the said Raymond F. Rebedoux and wife Mary A. Rebedoux the we are lawfully seized and possessed in fee simple of said tract or parcel of land; that we have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever. OK

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of September, 1940

OLGA S. MOHE (SEAL)

NILS J. MOHE (SEAL)

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

I, Orvis M. Brown, a Notary Public, in and for said County, in said State, hereby certify that Olga S. Mohe and her husband Nils J. Mohe, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 16th day of September, 1940, came before me the within named Olga S. Mohe, known to me to be the wife of the within named Nils J. Mohe, who, being examined separate and apart from the husband touching her signature to the within named deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraint



EXHIBIT "B".

AGREEMENT FOR BENEFIT OF CREDITOR.

THE STATE OF ALABAMA, )  
BALDWIN COUNTY, )

THIS INDENTURE, made and entered into on this the 16th day of September 1940 by and between the undersigned Raymond F. Rebedoux and wife Mary A. Rebedoux of the first part and Olga S. Mohe party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted to the party of the second part in the sum of Eleven Hundred and Forty-Four and 22/100 (\$1144.22) Dollars which parties of the first part are unable to pay at this time and are desirous of providing for the payment thereof, to the full extent of their ability.

NOW, WHEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to them in hand paid by the said party of the second part the receipt whereof, is hereby acknowledged, do hereby by these presents, grant, bargain, sell and convey unto the said party of the second part, her heirs, executors, administrators and assigns all rights of redemption and with the full right and authority to pay off the Federal Land Bank Mortgage and/or Land Bank Commissioner mortgage which bears date of September 7th, 1940 and filed of record in the Probate Office of Baldwin County, Alabama on September 17th, 1940 hereby granting unto her, her heirs and assigns the right to take up and continue the payments of this loan if we should default in the payment of the same and after the loan is paid in full to hold the possession of the property until the balance which we have paid on the Federal Land Bank loan plus the amount due by this indebtedness is paid in full plus interest at six per cent (6%) but if parties of the first part should continue the payment to the Federal Land Bank in full then the rights under this assignment are null and void but it is our intention to waive all rights of exemption granted us by the Constitution and laws of the State of Alabama as to homestead exemptions as to the amount due as evidenced by this instrument.

The purpose and intent of this instrument is to give to Olga S. Mohe, her heirs and assigns the full right of redemption should parties of the first part forfeit the payments to the Federal Land Bank or Land Bank Commissioner and to take over the property the same as if we, parties of the first part had conveyed to them by Quit Claim Deed and in case they take over this property under these conditions then this instrument is to operate as a Quit Claim Deed forfeiting all our rights of redemption and conveying our right or equity we may have in the land described in the said mortgage to Olga S. Mohe.

And the said party of the second part hereby accepts this assignment and agrees with the parties of the first part that when the amount as evidenced by the above indebtedness is paid in full that she will cancel this instrument of record showing that it has been paid in full and released,

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

SIGNED: RAYMOND F. REBEDOUX (SEAL)  
MARY A. REBEDOUX (SEAL)  
OLGA S. MOHE (SEAL)

THE STATE OF ALABAMA, )  
BALDWIN COUNTY, )

I, Orvis M. Brown, a Notary Public, in and for said County and State, hereby certify that Raymond F. Rebedoux and wife Mary A. Rebedoux and Olga S. Mohe, 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 of office this the 16th day of September, 1940

ORVIS M. BROWN,

Notary Public, Baldwin County, Alabama.  
My Commission Expires: April 2, 1943.

EXHIBIT "E"

*Mohr*

NATIONAL FARM LOAN ASSOCIATION

B 5875

RECEIPT

R 293723

Date Received: 6/18/41  
State: Alabama.  
County: Baldwin

F. L. B. Loan, 98751  
L. B. C. Loan, 33744  
Rent Contract No ---  
Due Date 6/16/41

Received of: R. F. and M. A. REBERDOUX (Paid by Olga Mohr) \$95.55

NINETY-FIVE and 55/100-----Dollars.  
to be forwarded to the Federal Land Bank of New Orleans for credit as indicated be-  
low and in accordance with the conditions and agreements printed on the reverse  
side hereof.

Interest Installment X  
Principal Installment X

Items Received: CHECK.

Forwarded to F. L. B. \$95.55

BALDWIN NATIONAL FARM LOAN ASSOCIATION

By: R. D. HOOKS JR.

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

CE 2 3. RAYMOND F. REBEDOUX AND MARY A. REBEDOUX

2915 Manlove Street, Indianapolis, Indiana

of / 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 OLGA S. MOHE

against said RAYMOND F. REBEDOUX AND MARY A. REBEDOUX

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 25th day of April, 1942.



Register

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

AGREEMENT FOR BENEFIT OF CREDITOR

THE STATE OF ALABAMA)  
BALDWIN COUNTY )

THIS INDENTURE, made and entered into on this the 16th day of September, 1940 by and between the undersigned Raymond F. Rebedoux and wife Mary A. Rebedoux of the first part and Olga S. Mohe party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted to the party of the second part in the sum of ~~ELEVEN HUNDRED & FORTY-FOUR & 22/100~~ <sup>(\$1144.22)</sup> Dollars which parties of the first part are unable to pay at this time and are desirous of providing for the payment thereof, to the full extent of their ability.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to them in hand paid by the said party of the second part the receipt whereof, is hereby acknowledged, do hereby by these presents grant, bargain, sell and convey unto the said party of the second part, her heirs, executors, administrators and assigns all rights of redemption and with the full right and authority to pay off the Federal Land Bank Mortgage and/or Land Bank Commissioner mortgage which bears date of September 7th, 1940 and filed of record in the Probate Office of Baldwin County, Alabama on September 17th, 1940 hereby granting unto her, her heirs and assigns the right to take up and continue the payments of this loan if we should default in the payment of the same and after the loan is paid in full to hold the possession of the property until the balance which we have paid on the Federal Land Bank loan plus the amount due by this indebtedness is paid in full plus interest at six per cent (6%) but if parties of the first part should continue the payment to the Federal Land Bank in full then the rights under this assignment are null and void but it is our intention to waive all rights of exemption granted us by the Constitution and laws of the State of Alabama as to homestead exemptions as to the amount due as evidenced by this instrument.

The purpose and intent of this instrument is to give to Olga S. Mohe, her heirs and assigns the full right of redemption should parties of the first part forfeit the payments to the Federal Land Bank or Land Bank Commissioner and to take over the property the same as if we, parties of the first part had conveyed to them by Quit Claim Deed and in case they take over this property under these conditions then this instrument is to operate as a Quit Claim Deed forfeiting all our rights of redemption and conveying our right or equity we may have in the land described in the said mortgage to Olga S. Mohe.

And the said party of the second part hereby accepts this assignment and agrees with the parties of the first part that when the amount as evidenced by the above indebtedness is paid in full that she will cancel this instrument of record showing that it has been paid in full and released.

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

WITNESS:  
Virginia E. Cressler  
Raymond F. Rebedoux (SEAL)  
Mary A. Rebedoux (SEAL)  
Olga S. Mohe (SEAL)

THE STATE OF ALABAMA)  
BALDWIN COUNTY )

I, Orvis M. Brown, a Notary Public, in and for said County and State, hereby certify that Raymond F. Rebedoux and wife Mary A. Rebedoux and Olga S. Mohe, 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 of office this the 16th day of September, 1940.

My com. expires 4/2/43

Orvis M. Brown  
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

OLGA S. MOHE  
Complainant

vs

RAYMOND F. REBEDOUX, et al  
Respondents

No. 817 - EQUIT

CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

To R. D. HOOKS, JR.;  
Representative, Farm Loan Bank  
Robertsdale, Alabama

You are hereby commanded to appear before Virginia C. Lewis, as Commissioner, acting under a commission issued in the above styled cause at such time and place as she, as Commissioner, may designate; then and there as a witness to give evidence in this cause and to bring with you the original or a proper photolithographic copy known by you to be correct of the Creditor's Receipt, Form No. 573, Rev., executed by Mrs. Olga S. Mohe or her husband and filed in the application of Raymond F. Rebedoux and wife, for a mortgage loan on the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section Ten, Tp 6 S, R 2 E, in Baldwin County, to be used as evidence in this cause.

This you shall in no wise omit under penalty prescribed by law.

Issued this Ninth day of February, 1944.

  
Register, Circuit Court  
Baldwin County, Alabama

OLGA S. MOHE

COMPLAINANT

VS.

RAYMOND F. REBEDOUX, ET AL

RESPONDENTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

Complainant excepts to cross interrogatories "A" to "G" inclusive upon the following grounds:

1: Because they call for incompetent and irrelevant evidence.

2: Because they are not in rebuttal to the direct interrogatories

Respondent Gooden, not waiving said objections, files Re-direct Interrogatories as follows:

Re-direct Int'y. 1: If your answer to cross interrogatory "F" states that Complainant or her representative made a full and complete disclosure of her claims against the land involved, please state what this disclosure was and what other amounts she claimed as due her other than the one for which she gave receipt.

11: Did the Rebedoux's at the time they applied for this loan or at the time it was closed tell you that this was their home and that the purpose of the loan was to free it from all indebtedness? If not what did they give as their reason for asking the loan?

111: Did the Rebedoux's give you a list of all indebtedness on the place? If so please state what this was and how much of this was paid off by the Government loans.

IV: If you say that Complainant claims she was taking a Quit-claim or other deed from the Rebedoux's to secure a balance due her on the property, why was an exception made in her case permitting her a further claim on the property in addition to the Farm Loan and Land Commissioner's mortgages.

V: Is it not the policy and purpose of Federal loans of this nature to relieve home owners of liabilities to creditors by substituting a liberal Government loan for all other indebtedness?

IV: If Complainant had admitted that the payment for which she receipted was not in full of the Rebedoux's debt to her or that she was taking a Quit-claim from them to secure the balance of a debt due her on the property, would the loan have been made to the Rebedoux on their homestead or payment made to Complainant.

*Elliot S. Quincy*  
Solicitor for Bessie F. Gooden,  
Respondent

*Bessie F. Gooden*  
*to*  
*Rebedoux*  
*5.*  
*of*  
*the*  
*property*

418

Indemnification to  
R. A. M. M. M. M.

June 9 1944  
R. A. M. M. M. M.



No. 817  
EQUITY

OLGA S. MOHE,  
Complainant,

versus

RAYMOND F. REBEDOUX, et al  
Respondents.

-----

INTERROGATORIES TO  
RESPONDENTS' WITNESSES.

*Living Paray 3/1944*  
*Richard*  
*Boyer*

**RECORDED**

Serve On \_\_\_\_\_

**Circuit Court of Baldwin County**

**IN EQUITY**

No. 817

**Summons**

OLGA S. WOTE

Complainant

**VS.**

RAYMOND F. REBEDOUX AND

MARY A. REBEDOUX

Respondent

Orris W. Brown  
Solicitor for Complainant

Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_

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

Received in office this \_\_\_\_\_

day of \_\_\_\_\_, 194 \_\_\_\_\_

Sheriff

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 194 \_\_\_\_\_

by leaving a copy of the Summons with \_\_\_\_\_

Defendant

Sheriff

By \_\_\_\_\_ Deputy Sheriff

Faint, illegible text at the top of the page, possibly a header or address.

Answer to Bentley  
written by  
R. D. Woods Jr.

Delivered July 11 1944  
R. D. Woods Jr.



actions involving the land?

A. Yes.

Q. Mrs. Mohe, some time after you had conveyed the property to the Rebedoux, did either Mr. or Mrs. Rebedoux or both of them come to your place?

A. They came to our place, and told us that they were going to move.

Q. Was Mr. Mohe there at that time?

A. No, he was not at home.

Q. Did they tell you anything about the land?

A. No, but they told me they were going to leave.

Q. Now, Mrs. Mohen, after they left, did you and Mr. Mohe, or either of you, take over the property, or did Mr. Mohe for you?

A. Yes.

Q. Did you tell Mr. Mohe anything about it?

A. Yes.

Q. You told him to look after your interest?

A. Yes.

Q. Mrs. Mohe, did you enter into an agreement with Mr. and Mrs. Rebedoux with reference to the balance due on the property?

A. Well, I had my husband do that. I signed the agreement.

Complainant offers in evidence agreement for benefit of creditors, dated September 16th, 1940, and signed by Raymond F. Rebedoux and Mary F. Rebedoux, his wife, and Olga S. Mohe, filed for record on November 28th, 1940, and of record in Deed Book 73 NS pages 387-8 in the office of the Probate Judge of Baldwin County, Alabama, and asks that it be marked Exhibit "A".

Q. Mrs. Mohe, did you enter into a contract with Mr. Albert Vitous and Evelyn Vitous?

A. Yes.

We offer in evidence short land contract dated January 27th, 1942, between Albert Vitous and Evelyn Vitous, and Olga S. Mohe, and witnessed by Orvis M. Brown.

CROSS EXAMINATION BY MR. E. G. RICKARBY  
SOLICITOR FOR MRS. BESSIE F. GOODEN.

No Questions.

TESTIMONY OF MR. N. J. MOHE.

DIRECT EXAMINATION OF MR. N. J. MOHE,  
BY MR. H. M. HALL, Attorney for Complainant.

Q. Mr. Mohe, where do you live?

A. At Foley, Alabama.

Q. You are the husband of Mrs. Olga S. Mohe?

A. Yes.

Q. Do you know Raymond F. Rebedoux and Mary F. Rebedoux?

A. Yes, I know them.

Q. Are they residents of Alabama at this time, or are they non-residents?

A. Non-residents, I would say at present.

Q. Do you know their last known address?

A. No.

Q. Do you know that they are both over twenty one years of age?

A. Yes.

Q. Mr. Mohe, are you acquainted with the land described as the Southeast Quarter of the Southwest Quarter of Section 10, Township Six South Range 3 East?

A. Yes, Sir.

Q. Did Mrs. Olga S. Mohe at one time own that property?

A. Yes.

Q. On September 16th, 1940, or about that date, did you, acting for Mrs. Mohe and on her behalf, enter into an agreement for the sale of this property to Raymond F. Rebedoux and Mary F. Rebedoux?

A. I did.

Q. That original deed executed by you and Mrs. Mohe was later filed for record at Bay Minette by Mr. and Mrs. Rebedoux?

A. Yes.

Q. This paper, marked Exhibit "A" to the original bill of complaint, is it a copy of the original deed?

A. Yes.

NOTE: This is of record in Deed Book 73 NS pages 88-89 of the Probate Records of Baldwin County, filed for record September 20th, 1940.

Q. Now, at the time Mrs. Mohe conveyed this property to the Rebedoux, did they have money enough to make the full payment?

A. None at all.

Q. Do you recall the balance that was due after settlement between Mrs. Mohe and the Rebedoux?

A. Well, if I do not have to go into details, it was around \$1100.00.

Q. Was it \$1144.22?

A. Yes.

Q. At the time of the sale was there any agreement between you and the Rebedoux as to the payment of the purchase price?

A. Yes.

Q. What was the agreement?

A. The Rebedoux bought the property, and I had very little money, and I was sick and had to get away. We went to the Foley Bank and borrowed money so I got that as payment. I had to get money to get another place to live. And he assumed the mortgage of the Foley Bank, and when that was assumed and when they got a government loan there was still a balance of \$1100.00 due me. I realized that when a government loan was given to a party on my property, I had no more right to the property. As I knew I could not get a second mortgage, I asked for that particular paper (Agreement for benefit of creditor, Exhibit A hereto) He had no collateral to give me. I thought he was an honest man and when the Government paid him he would pay me-- I was that lenient with him. In the first place he got it cheap, he got all I had on place, furniture, chickens, 500 laying hens and 900 fryers and all furniture, and all for the same consideration. There was not enough money in the government loan to pay what he should pay and since I had to get some kind of security for the money I had coming, I asked for this paper. It is not a mortgage, in my estimation. As soon as Mr. Rebedoux told me he had to leave, I immediately went to Mr. Hooks, who sent it to the head office in New Orleans. It was returned to me with a letter saying it was what we claimed it to be, a quit claim deed.

Q. Mr. Mohe, when you turned the property over to the Rebedoux that included real property and certain personal property?

A. Yes, chickens and all my furniture. In fact, he paid down \$700.00 which hardly covered chickens and furniture.

Q. At that time he executed the paper marked Exhibit "A"?

A. Yes.

Q. How long did he live there?

A. About a year.

Q. In that time, did you see Mr. and Mrs. Rebedoux or both of them?

A. I did see them occasionally.

Q. Later on, did either or both of them come to you? That is, to say they could not pay for the place?

A. Yes.

Q. Where were you at that time?

A. At my place in Foley.

Q. What did they tell you?

A. They told me that they could not make a go of it, that was all that was said about it.

Q. At that time did they say anything about delivering the property back to you?

A. That comes of itself. That was my agreement in the paper.

Q. At the time of this contract, did you make certain payments to the Federal Land Bank of New Orleans?

A. I made two payments.

Q. What were these payments?

A. The first year I paid \$95.00, the second year \$100.00.

Q. And you have since the payment shown by receipt attached to the original Bill of Complaint, paid another?

A. Yes.

Q. Have the taxes been paid?

A. Yes, I paid them myself.

Q. After the Rebedoux were gone, did you come up to the place?

A. I did not. It was not necessary, anyway.

Q. Later on, did you get in touch with Mr. Albert Vitous?

A. Yes-- rather, he got in touch with me.

Q. At that time, did you and Mr. Vitous enter into this sale agreement?

A. Yes. He gave me \$200.00 as a deposit, and later on there was a written agreement entered into because Mr. Vitous did not feel there was enough security, and since he wanted it, I gave him one.

Q. Did you put him in possession?

A. Yes, and he agreed to move in.

Q. Has Mr. Vitous been in possession of that property until this time?

A. So far as I know. He used the land.



Q. Mr. Mohe, when was the first time you knew anything about Mrs. Gooden claiming this land?

A. Not very long ago. It was after I went to you, after the bill was filed. It can not be over a couple of months ago-- three, to be exact.

Q. Since Mr. Rebedoux told you that he was leaving and you took possession, has either Mr. Rebedoux or Mrs. Rebedoux said anything to you about demanding the property back?

A. Not a word. I have not heard from him, or her.

Q. And since he came to your place you have exercised complete control through Mr. Vitous?

A. Yes.

Q. How far is it from the place Mr. Rebedoux bought to your place at Foley?

A. About 18 miles.

Q. And you say that it was agreed at the time between you and Mr. and Mrs. Rebedoux that in accordance with the agreement, if he defaulted you were to take possession?

A. Yes absolutely. That was in the agreement.

Q. And you followed out the terms of that agreement.

A. Yes, Sir.

Q. Mr. Mohe, the Rebedoux made default or failed to pay the Federal Land Bank and the Land Bank Commissioner for the year 1941?

A. Yes.

Q. And since that time, they failed to pay in 1942?

A. Yes.

Q. Did they fail to pay the 1941 taxes?

A. Yes.

Q. Did you pay them?

A. Yes.

Q. Did you pay the 1942 taxes?

A. Yes.

Q. Have you assessed the property for 1943?

A. Yes.

Q. When will the payment to the Federal Land Bank for 1943 be due?

A. June 15th.

CROSS EXAMINATION OF MR. N. J. MOHE, BY  
MR. ELLIOTT G. RICKARBY, SOLICITOR FOR  
MRS. BESSIE F. GOODEN;

Q. Mr. Mohe, at the time this loan was made by the Bank were you living in Foley?

A. No, I was not. I did not have cash money to buy a place. I had to get the money.

Q. And you say you put Mr. Vitous in possession?

A. Yes, he bought the property from me.

Q. And the possession that you will claim on is what Mr. Vitous took?

A. No. Mr. Vitous bought the property with the understanding that he should move in. I am still in possession until he pays the money over to me.

Q. But whatever possession you have is through Mr. Vitous?

A. Yes ----

Q. You made this deed, I understand, to the Rebedoux on September 16th?

A. No---- a few days after.

Q. In other words you waited for this agreement before you signed the deed?

A. No. I got it when he could not pay the money.

Q. Was not that deed made so that they could give title to the Bank?

A. No. The Bank had nothing to do with it. When he bought the property he had very little money, not even enough to pay for the chickens and furniture. I went to the Foley Bank and borrowed the money (We borrowed \$1100.00, to be exact, from the Foley Bank). We had to borrow it in order to pay over to get the property. He applied for a loan, in other words, and he said all he could give was \$1500.00, and then I got my money as far as I could go. The Rebedoux assumed the mortgage from the Bank. That is the whole transaction, and that he assumed the balance due of \$1100.00 to me and Mrs. Mohe and then I asked him for the paper you see before you. That is all there is to it. No more or less.

Q. That transaction was put in writing?

A. Yes.

Q. In answer to Mr. Hall's question just now you stated that this deed which is attached to your original Bill was given at about the time that the Rebedoux placed the farm loan mortgage?

A. Yes. Shortly after, probably a couple of days after, but at about the same time.

Q. That was because the Government required the title to be clear?

A. Yes. That is what the Government wants. They will not have a second

mortgage.

Q. And you gave a warranty deed at that time and recited that the property was free of all incumbrance?

A. And so it was. Yes.

Q. Now, when the Rebedoux first approached you about buying the place, that was in June of this year (1940)?

A. Yes.

Q. And you gave him a deed at this time?

A. No. There was a contract between him and me.

Q. But this warranty deed is the only deed you and Mrs. Mohe gave to this property?

A. Yes.

Q. Now, then, in September, 1940, when the loan was put through, with the government, and the government paid you your money, you signed for Mrs. Mohe, or she signed a receipt, did you not?

A. Yes.

Q. Did you sign a receipt for the money that was given to Mr. Hooks?

A. Yes. Signed that it was sold to Mr. Rebedoux.

Q. Did you not give the Federal Land Bank a receipt for the money that was paid you about that time?

A. Yes.

Q. You signed the receipt that they gave you?

A. Yes. That is, I signed whatever paper they gave me. I guess it was a receipt.

Q. But you signed a printed form-- whatever paper they required at that time?

A. Yes.

Q. And you also knew that the paper did not allow you to take a second mortgage?

A. Yes. That is why we have the paper we have. That is why the government turned the property over to us. They turned mortgage and all over to Mrs. Olga F. Mohe on the strength of that paper.

Q. Now, you yourself have not been in actual possession of the place since the Rebedoux left?

A. Yes.

Q. I mean except through Mr. Vitous?

A. No. Except through Mr. Vitous.

Q. Was not this the paper that you signed?

A. I can not remember.

Respondent's solicitor shows to the witness Creditors Receipt Form #673, Rev. And it was this paper that the witness is unable to identify. He says he signed whatever the Government required of him.

DIRECT EXAMINATION OF MR. ALBERT  
VITOUS, BY MR. H. M. HALL, SOLICITOR FOR COMPLAINANT.

Q. Mr. Vitous, you know Mrs. Olga F. Mohe?

A. Yes, sir.

Q. Do you know the property in this suit, the Southeast Quarter of the Southwest Quarter of Section 10, Township 6 South Range Three East in Baldwin County?

A. Yes.

Q. Where do you live with reference to this property?

A. I live right next to it, in the adjoining property to the North.

Q. Did you live there while Mr. and Mrs. Mohe lived on the property involved?

A. Yes.

Q. Mr. Vitous, do you remember about the time Mrs. Mohe sold this property to the Rebedoux?

A. Well, I do not remember the exact date, but about two years ago.

Q. How long did they live there?

A. I think about a year.

Q. Do you know where they moved to when they left here?

A. No. I did get a letter from them in Indiana a while back.

Q. At the time that they moved, did they sell their belongings there?

A. Yes, they did. They sold furniture and chickens.

Q. Did they have any other personal property?

A. They sold all the personal property they had so far as I know.

Q. Do you know whether they left by train or car?

A. By car.

Q. Soon after that time, did you see Mr. and Mrs. Mohe with reference to buying the property?

A. Yes.

Q. You told him you wanted to buy the property?

A. Yes.

Q. Mr. Vitous after the Rebedoux left the property, was it vacant?

A. Yes.

Q. It was at the time you asked Mr. Mohe about buying it?

A. Yes.

Q. At the time you and Mrs. Mohe, through Mr. Mohe, entered into an agreement to buy the property?

A. That is right.

Q. At that time, did you pay over some money to Mrs. Mohe?

A. I did.

Q. The money was paid when you went back to Mrs. Mohe for a written agreement and the agreement was entered into?

A. That is right.

Q. At the time the written agreement was entered into, you had been in charge of the place for some time?

A. That is right.

Q. Is that the agreement that was entered into between you and Mrs. Mohe for the purchase of the property?

A. Yes.

The witness identified the paper offered in evidence as Exhibit "B" hereto.

Q. Mr. Vitous, you had been living right adjoining the property since that time?

A. That is right.

Q. Have you been cultivating or attending the property?

A. I have not but my brother and Dad are working the land.

Q. With your knowledge and permission?

A. Yes. They were farming it before I bought it.

Q. Were they farming it when Rebedoux went there?

A. Yes. The Rebedoux had a few acres planted, my brother had the rest.

Q. At the time you entered into the agreement to buy it, you told your father and brothers you had bought it, and you permitted them to remain on there as members of the family?

A. Yes, that it right.

CROSS EXAMINATION OF MR. ALBERT VITOUS BY  
MR. E. G. RICKABY, SOLICITOR FOR MRS. BESSIE  
F. GOODEN,

Q. Mr. Vitous, Mr. Mohe told you to go ahead and take possession of this land?

A. Yes.

Q. As a matter of fact, were not your father and brother already in possession?

A. They had crops on it at that time.

Q. Did he, Rebedoux, not owe you money at the time?

A. Yes.

Q. They are still on this place, are they not?

A. Yes.

Q. All that you did about the place, as I understand it, when Mr. Mohe turned over the keys of the house was just to keep the keys. You did not cultivate it?

A. I just took care of the grounds. I run in and disk them now and then.

Q. It was planted and cultivated by your father and brother?

A. Yes, that is right.

Q. You never interfered with their possession of it?

A. No, I did not.

Q. And did you ever warn any trespassers off or put up any signs?

A. No, I did not.

Q. And aside from disking once or twice, and that was with their approval, you did not do anything at all to assert actual possession?

A. Well, when a window broke out, I just shup the shutters, etc.

Q. You had been told Mr. Mohe's title was questionable, had you not?

A. Well, when Mr. Mohe told me to move on it, my wife saw Mr. Hooks in Robertsdale, and he said we should not move on it.

Q. And all you did was wait until this law suit was determined?

A. I thought it was safe enough, and seeing it was in the government's hands I did not do anything about it. I did not think it was necessary.

Q. And all you did was mark time?

A. Yes.

RE-DIRECT EXAMINATION OF MR. ALBERT  
VITOUS BY MR. H. M. HALL, SOLICITOR FOR COMPLAINANT.

Q. Do you know of your own personal knowledge that your father and brother have any papers with Mr. Rebedoux?

A. I do not think they have. I am not sure, because I have not talked it over with them.

Q. You discussed the buying with your father and brother?

A. Yes.

Q. And that was at the time you entered into this contract to purchase it?

A. Yes.

Q. At that time you told them you were going to buy the property?

A. Yes.

Q. At that time you told your father and brother that Mr. Mohe had turned the property over to you?

→ A. Yes.

Q. They have not since that time been paying any rent to Mr. Rebedoux?

A. No.

Q. And, of course, not paying any rent to you?

A. No. That is right.

Q. Has any other person, Mrs. Gooden, or anyone else, told you that they claimed the property?

A. Yes. I read it in the paper.

Q. Was that long after Mrs. Mohe had turned it over to you?

A. Yes.

Q. About how often have you been on the property, Mr. Vitous? That is around or about it?

A. About every day.

Q. Did you not last year have some oats planted on this place?

A. No.

Q. At any time since this?

A. No.

Q. Your father and brother have every year?

A. Yes.

I, Bernice S. Reid, the Commissioner named in the agreement of counsel herein set forth, do hereby certify that the testimony of the witnesses Olga S. Mohe, N. J. Mohe, and Albert Vitous, was taken down by me in writing at Silverhille, Alabama, on the 4th day of October, 1943, after I had duly cautioned and sworn the said witnesses to speak the truth, the whole truth, and nothing but the truth, and that they assented to and swore to the same in my presence (the signing of the testimony of the witnesses having been waived) and that I had proof made before me of the personal identity of said witnesses. I further certify that I am not of counsel nor of kin to any of the parties to said cause, nor in any way interested in the result thereof.

And I herewith return the said depositions, and agreement of counsel, to the office of the Register of the Circuit court of Baldwin County, Alabama, in Equity, as my full compliance with my duties as such Commissioner under said agreement of counsel.

Given under my hand and seal this the 4 day of October 1943.

Bernice S. Reid (SEAL)  
Commissioner.



STATE OF ALABAMA )  
COUNTY OF BALDWIN )

DEED WITH VENDORS LIEN.

THIS INDENTURE, made and entered into this 5th day of June, 1940, by and between Nils J. Mohe and Olga S. Mohe, husband and wife, hereinafter called the grantors, of the first part, and Raymond F. Rebedoux and Mary A. Rebedoux, husband and wife, hereinafter called the grantees of the second part, WITNESSETH:

That for and in consideration of the sum of Seven hundred fifty & 00/100 dollars (\$750.00) to them in hand paid by the grantees, the receipt of which is hereby acknowledged, and in consideration of the assumption by the grantees of a mortgage in the amount of Eleven hundred & 00/100 dollars (\$1,100.00) held by Farmers and Merchants Bank of Foley, which is a lien upon the property described below, and the further consideration of the payment of the sum of One thousand four hundred & 00/100 (\$1,400.00), with interest thereon at the rate of five percent (5%) per annum, from date hereof, to be paid by the grantees and secured by vendor's lien herein retained, all as hereinafter more particularly set forth, the grantors, subject to the terms and conditions hereinafter written, hereby grant, bargain, sell and convey to the grantees all of the following described real estate in the County of Baldwin, State of Alabama, to-wit:

The Southwest quarter (SE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section ten (10), Township six (6) South of Range three (3) East, containing forty (40) acres, more or less.

To have and to hold the above described lands unto the grantees, their heirs and assigns forever.

The grantors for themselves and their heirs do hereby covenant and agree with the grantees, their heirs and assigns, that they are lawfully seized of an indefeasible title in fee simple in and to said lands; that the same is free and clear of all liens and encumbrances, except the mortgage to Farmers and Merchants Bank of Foley mentioned above, and that they have good right and lawful authority to sell the same and that they will and their heirs shall, forever warrant and defend the title to and the possession of said lands unto the grantees, their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

The unpaid portion of the purchase money amounting to the principal sum of One thousand four hundred & 00/100 Dollars (\$1,400.00) is evidenced by one promissory note of even date herewith executed by the grantees, payable to the grantors, together with interest, at one year after date.

It is agreed and understood that to secure the prompt payment of the debt evidenced by said note and interest thereon when and as the same fall due and to secure the faithful performance by the grantees of all the covenants and agreements herein made by them, the grantors hereby reserve and retain a vendor's lien upon the property herein conveyed.

The grantees hereby promise, agree and bind themselves that so long as any part of the purchase money or any interest thereon remains unpaid, they will do, perform and be bound by the following:

1. Pay when the same become due all taxes and assessments made on or against said lands and property herein and hereby conveyed. The taxes for the year 1940 to be pro-rated as of this date between the grantors and the grantees.
2. Insure the buildings on said land against fire and storm in an Insurance Company acceptable to the grantors and in an amount approved by the grantors with policies made payable to the grantors and the grantees as their interest may appear and to pay premiums upon such policies of insurance.

3. To permit no waste to be committed on the premises.

4. That is the grantors, upon the happening of any default hereunder, resort to litigation for the foreclosure of the vendor's lien herein retained or the recovery of any sum of money hereby secured or agreed to be paid by the grantees or for the endorsement of any right herein given to or retained by them, or employ an attorney to collect the said sums, or to enforce said rights, they, the grantees, will pay all reasonable cost, expense and attorney's fees thus incurred, and all such cost, expenses and attorney's fees shall be secured by the lien herein reserved and retained and may be included in any judgement or decree rendered in connection with such litigation. If the grantees should fail to perform any of the duties herein agreed to be performed by them, the grantors may, at their election, perform the same at the cost and expense of the grantees, and for any sum expended by the grantors in or about the performance of the same they shall have an additional lien secured by these presents.

5. Should the grantees make default in the payment in full of the above mentioned note with interest thereon when and as the same fall due or fail to pay before the same becomes delinquent and taxes assessed on or against said lands and property hereby conveyed or fail to procure and pay for insurance as herein provided, or make default in the performance of any of the other obligations herein imposed upon them, and should any one or more of said defaults continue for a period of thirty days, the whole of the amount of the principal sum remaining unpaid, shall at the election of the grantors, become immediately due and payable and the grantors shall have the right to sell the property herein and hereby conveyed at public outcry before the court house of Baldwin County, Alabama, to the highest bidder for cash after first giving notice of the time, terms and place of sale by advertisement containing a description of the property to be sold once a week for three consecutive weeks in some newspaper published in Baldwin County, Alabama, and on any such sale being made the grantors are hereby authorized and empowered to make proper conveyances to the purchaser or purchasers and apply the proceeds of said sale; first to the payment of the cost and expense of sale, including a reasonable attorney's fee; second, to the payment of any amount that may be due the grantors by virtue of the special liens herein declared or retained; third, to the payment of the amount of said principal note evidencing the indebtedness secured hereby with interest thereon to the date of sale whether the same be due or not; and fourth, the balance, if any, shall be paid to the grantees. If on the date of sale as fixed in the advertisement hereinabove provided for the holder of the vendor's lien herein reserved and retained should for any reason deem it necessary or expedient to postpone said sale, then the grantees hereby authorize and empower the holder of said lien or the auctioneer making said sale to verbally announce the postponement of said sale until some later date and no further publication or notice of the time and terms of sale shall be necessary. Any sale made in pursuance of such postponement shall be as valid and binding as if it had been made on the date fixed by the advertisement. At any sale made under the powers herein contained, the grantors, or either of them, may bid for and purchase said property as though a stranger to this instrument, and in the event of a purchase by the grantors the auctioneer conducting the sale shall have and is hereby given full power and authority to execute the proper deed to the purchaser.

All rights, powers and privileges herein reserved be given or secured to the grantors and grantees respectively, shall inure to the benefit and be held by their respective successors, executors, administrators, heirs and assigns, and, likewise, all duties, liabilities and obligations imposed upon them, respectively, shall be binding upon their respective successors, executors, administrators, heirs and assigns.

IN WITNESS WHEREOF: we have hereunto set our hands and seals this 5th day of June, 1940.

Mary A. Rebedoux (SEAL)  
Raymond H. Rebedoux (SEAL)  
Nils J. Mohe (SEAL)  
Olga S. Mohe (SEAL).

STATE OF ALABAMA  
COUNTY OF BALDWIN.

I, Kenneth D. Zadnichek, a Notary Public in and for said County and State, do hereby certify that Nils J. Mohe and Olga S. Mohe, 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 said conveyance, they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 5th day of June, 1940, personally appeared before me the within named Olga S. Mohe, known to me to be the wife of the within named Nils J. Mohe, who, being examined separate and apart from her husband, touching her signature to the within conveyance, acknowledged that she executed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

Given under my hand this 5th day of June, 1940.

Seal.

Kenneth D. Zadnichek, Notary Public  
My Commission Expires  
January 11, 1942.

STATE OF ALABAMA  
COUNTY OF BALDWIN.

I, Kenneth D. Zadnichek, a Notary Public in and for said County and State, do hereby certify that Raymond F. Rebedoux and Mary A. Rebedoux, 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 said conveyance, they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 5th day of June, 1940, personally appeared before me the within named Mary A. Rebedoux, known to me to be the wife of the within named Raymond F. Rebedoux who, being examined separate and apart from her husband touching her signature to the within conveyance, acknowledge that she executed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

Given under my hand this 5th day of June, 1940.

SEAL.

Kenneth D. Zadnichek, Notary Public  
My Commission Expires January  
11th, 1942.

STATE OF ALABAMA) Probate Court.  
BALDWIN COUNTY.)

Filed in office this 28 day of October, 1940 at 9:50 AM and duly recorded in Deed Book No. 73 NS at pages 271-3; and I certify that \$1.00 deed tax and \$2.10 Mortgage tax has been paid as required by law.

G. W. Robertson, Judge of Probate

MARGINAL NOTE: Along the margin of page 272, appears the following:  
The Vendor's Lien reserved in this instrument having been paid in full, the same is hereby cancelled and discharged of record this Nov 24, 1940.

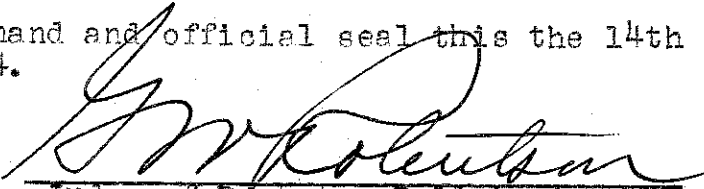
Attest:  
G. W. Robertson,  
Judge of Probate  
by J. L. Kessler, Clk.

Nils J. Mohe  
Olga S. Mohe.

STATE OF ALABAMA, )  
BALDWIN COUNTY. )

I, G. W. Robertson, Judge of Probate for said County, in said State, do hereby certify that the above and foregoing constitutes a full, true, accurate and complete copy of the Deed with Vendor's Lien given by Nils J. Mohe and wife to Raymond F. Rebedoux and wife on June 5, 1940, as the same appears of record in my office in Deed book Number 73 NS at pages 271-272 and 273 thereof.

Given under my hand and official seal this the 14th day of February, A.D. 1944.

  
\_\_\_\_\_  
Judge of Probate, Baldwin County,  
Alabama.

Surpluses  
Inventory and  
Credits

Paul

Good June 3 1944  
C. P. Jones  
out

Wells & Moore  
Comps.

v.

Raymond to Rebecca  
and  
Respondents.

Evidence

Copy of check,

OLGA S. MOHE  
Complainant

EQUITY NO. 817

vs

CIRCUIT COURT OF

RAYMOND F. REBEDOUX et al.  
Respondents

BALDWIN COUNTY, ALABAMA.

RESPONDENT GOODEN'S REPLY BRIEF ON DEMURRERS TO BILL:

Complainant's brief ignores the first five grounds of demurrer other than by a casual suggestion that the language used in the instrument under which she claims means something different from what the words actually say. And this though the paper was drawn, not by an unskilled layman to whose use of legal terms a certain amount of latitude is allowed, but by a University graduate lawyer, trained in the use of language and properly presumed to mean what he said. That his use of the word "forfeit" for "default" was not a slip of the pen but done advisedly is covered in our earlier brief. Hence it is not for counsel, under any aspect of the case, to seek to impeach his own language. We insist therefore that any one of the first five grounds sustains the demurrer.

With no waiver of our contention that further argument is unnecessary, but to show the ethics and bona fides of our cause we follow through Complainant's rather elaborate assault to the ground that the bill is without equity.

Complainant insists that Mrs. Gooden is not a bona fide purchaser for value in that she was put on notice of Complainant's latent lien. And right here we come to another very vital distinction, namely, between being put on notice and on inquiry. We were put on inquiry and by the application of due diligence saw on the records a lis pendens notice in favor of an out-of-town Finance Company, filed by Complainant's original counsel, also that the case on which this was based was later

dismissed by him. We saw also on the records a deed from Complainant to the two Rebedoux' conveying the land, dated June 5, 1940 and reserving a vendor's lien for \$1400.00, the sum now claimed but, with, at that time, no accrued interest. Later, and at the time of the Federal Land Bank Mortgages we see a warranty deed from Complainant to the Rebedoux' reciting that "the land is free of all encumbrances." We see too, the two Land Bank Mortgages and know by these that Mrs. Mohe had been paid off and the land freed of encumbrance, otherwise the Federal Land Bank would not have taken it as security. We also know that under Land Bank rules, not only did the Rebedoux' have to solemnly certify that the land was free of debt other than the balance of the purchase price to be paid off with the loan, but that Mrs. Mohe also, when paid off, had to certify that she was paid in full. This is borne out by the cancellation of her vendor's lien on the following November 28th. After this representation was made, if there was any lien reserved, it was far too "hot" to risk placing on record. The Federal Government is rather particular about such matters.

This much our inquiry has shown us. But let us go further and see what Complainant's remarkable alleged quit-claim shows. It recites an indebtedness, yes. Singularly enough the amount, plus interest, of the lien subsequently cancelled November 28th, but it religiously avoids any mention or claim of a lien. Nor was any lis pendens filed with the bill. Is that notice of a lien to Mrs. Gooden, who had her title examined and relies on the principle, set out clearly by Judge Somerville in Bell vs Tyson, 74 Ala. 353 and quoted with approval in Pollack vs Davison, 87 Ala. at 555 and in cases since:

"We are aware of no rule of law which makes notice of the existence of a debt constructive notice of a secret lien created by an unrecorded mortgage by which said debt is secured."



Was this studious avoidance of any claim to a lien in the instrument accidental? Obviously not. Mr. Brown had engineered through too many Farm Loan mortgages and had no intention of getting his client in a jam. Instead of being notice of a lien to an innocent purchaser who had made all the inquiry expected of her, it was direct notice that there was no lien.

The instrument gave Complainant the right to take over the place were it sold under a defaulted mortgage and also protected any payments she might make to keep this from happening. But it was no notice of a lien and does not become a quit-claim until the Rebedoux' title is forfeited by foreclosure and that has not happened. In fact, Complainant, by her own action headed this off. She is entitled in good faith to repayment of what she so paid out, but as against a bona fide purchaser, to nothing more.

*Bessie F. Gooden*

Respectfully submitted.

*Bessie F. Gooden*

Solicitor for Respondent, Bessie F. Gooden.

A copy of the foregoing was mailed to Messrs Beebe & Hall this the 27th day of November, 1943.

*B. B. Rindley*  
Solicitor.

**RECORDED**

**RECORDED**

**NO 817 EQUITY**

**MOHE VS REBEDOUX**

**RESPONDENT'S REPLY  
BRIEF ON DEMURRERS.**

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padlock the gates, and we did. We thought that was sufficient.

Q. So you were holding under Rebedoux.

A. Yes.

CROSS EXAMINATION OF JAMES J. VITOUS BY  
H. M. HALL, ATTORNEY FOR THE PLAINTIFF.

Q. You had the keys to the place?

A. I do not know.

Q. Did Albert Vitous have the keys?

A. I do not believe he had the keys.

Q. Did not Mr. Mohe and Albert enter into a contract whereby  
Albert would buy the property?

A. He had some sort of agreement, but I could not say just what  
it was.

Q. Did not Albert go on the place from time to time and repair  
the house, and replace broken windows?

A. We never repaired anything; just looked after it.

Q. Did you, or Albert?

A. You might say both - - we always went there together.

Q. Albert went to Mr. Hooks about buying the place from Mr. Mohe?

A. Yes, I believe he did.

Q. He has been trying to buy from either one?

A. He has an agreement with Hooks and with Rebedoux's representative.

Q. You did not have any written papers with Rebedoux?

A. No, sir.

Q. You say that Albert did tell you and your father that he was  
going to buy the property?

A. Yes, sir.

Q. Did he not tell you and your father that Mr. Mohe had turned  
the property over to him--Albert?

A. Well, that is hard to answer, exactly - -

Q. Have you paid any rent to Mr. Rebedoux?

A. No.

Q. When did you first learn that Mr. Gooden or anyone else

B

Indianapolis, Indiana

Sept. 21. 1942.

Mr Elliott L. Pickarby.  
Fairhope, Alabama.

Dear Sir:

We have both been away again, and just arrived home. Will answer your letter to the best of my ability.

Neither my husband, Raymond Pebedoup or myself have ever given Mr or Mrs Moke any authority of any kind concerning the property, and never any authority to take possession of the property.

As to the Capital Finance Company, I do not have any papers of any kind that I could send to you.

We both told Albert Vitous that Mr

owned the place?

A. I believe Albert went to Mr. Rickarby's office, and he showed him deed from Rebedoux to Mrs. Gooden.

Q. Was that before or after Albert told you he was getting the place?

A. After.

Q. Now, Albert had talked with you and your father from time to time about buying the place?

A. Yes.

Q. You know that Albert had a contract with Mr. Mohe?

A. Yes, sir. It was an agreement.

RE-DIRECT EXAMINATION OF JAMES J. VITOUS  
BY ELLIOTT G. RICKARBY, ATTORNEY FOR THE  
RESPONDENT.

Q. Mr. Hall asked if you had paid any money for that lease. That is, paid Mr. Rebedoux.

A. No, we did not pay him money.

Q. As a matter of fact, did you not pay him in advance?

A. Well, he owed us money. He had some crops planted and we had cultivated them, that was supposed to be part of it. We had it fixed up because he owed Albert money.

CROSS EXAMINATION OF JAMES J. VITOUS  
BY H. M. HALL, ATTORNEY FOR THE PLAINTIFF.

Q. Did Rebedoux owe you and your father, or did he owe Albert?

A. Well, as a matter of fact, he owed all three.

J. E. GOODEN.

DIRECT EXAMINATION OF J. E. GOODEN  
BY ELLIOTT G. RICKARBY, ATTORNEY FOR  
RESPONDENT.

Q. What is your name?

A. J. E. Gooden.

Q. What relationship is Mrs. Bessie S. Gooden to you?

A. My wife.

Q. Will you look at this paper, and state what it is?

(Attorney here hands paper to J. E. Gooden)

A. It is a deed from Raymond Rebedoux and Mrs. Mary Rebedoux to my wife.

Q. Was that trade engineered by you in behalf of Mrs. Gooden?

A. Yes.

Q. Will you state just what you did about the matter before you bought the property? Did you inquire into the title?

A. Yes. After I understood that there was a tangle there, and that Vitous was claiming something, I did not feel he had a right to claim, you made a little abstract of that place, and it looked to me like Mr. Mohe did not have much chance there and I just went ahead. Mt. Vitous wanted to buy that place and I just thought it may be a good idea to get hold of it for the chance we might have of selling.

Q. Did you go to the place to look at it?

A. Yes, two trips.

Q. When was that?

A. I do not recall the month, but it was in 1942. We made a trip there and no one was there. I did not see any signs or claims tacked up.

Q. Did you get in the house?

A. One time we did. I do not remember which time. But, the second time we went there, there were some men working in the field, and they proved to be Mr. Vitous and his son gathering corn. I understood he had farmed it and was gathering the corn at the time. We went on the place adjoining and gathered persimmons, so it must have been the fall of the year. I do not recall.

Q. Was the Vitous there Mr. Vitous and Albert or the other boy?

A. There was an elderly man, and the son. I do not know them well enough to tell. I did not understand whether he was the brother or the son.

Q. Did either of the Vitouses tell you what they were doing there?

A. Yes. Gathering corn.

Q. I mean, under what right he was there?

A. I understood that he had the place rented and was trying to buy.

Q. Who was he renting from?

A. Rebedoux.

Q. Did you not know at the time that Albert Vitous or one of the Vitous boys was trying to buy from Mr. Mohe?

A. Well, I did not separate the two men in my mind. I do not know just what took place. My whole idea was that there was a place that was going to be sold, and that by buying that place I stood a chance to make some money.

Q. In other words, you got it at a bargain?

A. Yes.

Q. You got it at such a bargain that you could take a chance against any claim Mohe might have?

A. I did not feel that Mohe had much of a claim.

Q. And you were willing to gamble the amount you paid or were to pay for the deed against any claim he might have?

A. Yes. I did not think he had much of a claim.

Q. Mr. Gooden, who drafted the deed from Rebedoux to Mrs. Gooden?

A. Mr. Rickarby.

Q. At the time you started to buy the property, whose name were you going to buy it in?

A. My wife's name. I have been buying everything in her name.

Q. When was the deed changed?

A. I do not know.

Q. Was it before or after Mr. and Mrs. Rebedoux signed it?

A. I think before.

Q. It is possible that this deed was made to you?

A. Yes, I think it was.

Q. How do you always give your name?

A. Most of time J. E. Gooden, sometimes John E. Gooden. Either one.

Q. But all your deeds are now taken in the name J. E. Gooden?

A. My deeds are taken in the name of my wife.

Q. Do you remember if this deed, when originally drawn, was made to J. E. Gooden or John E. Gooden?

A. I do not remember.

Q. Are you sure it was to convey the property to you in the beginning?



A. I am not sure. Mr. Rickarby and I had quite a talk about that, and I told him I bought it in my wife's name.

Q. But you do remember that it was made in the beginning either to Bessie F. Gooden, J. E. Gooden or John E. Gooden?

A. That is my recollection.

Q. You are positive, at the time the deed was sent away, it was not in the name of some third party as grantee?

A. Well, I tell you I depended on Mr. Rickarby to draw that deed and to get it signed up.

Q. You told him to get the deed made to Mrs. Gooden?

A. Yes.

Q. Have you gone into possession of that property, Mr. Gooden?

A. Well, yes. Mr. Vitous was farming it.

Q. But since that time, has not Albert Vitous, the man who is buying it from Mr. Mohe, carried the keys to the place?

A. I do not know.

Q. Have you talked to Mr. or Mrs. Mohe about the title to the property?

A. I have not.

Q. When I ask you the questions about Mr. Mohe, you understand that those questions are equally applicable to Mrs. Mohe, do you not? That is, you heard that either Mr. or Mrs. Mohe had a claim?

A. I do not remember her having a claim. I left all that up to Mr. Rickarby, and did not pay much attention to it.

Q. Even in the deed that you made, or that you secured, there were recitals in the deed to show that there were adverse claimants, were there not?

A. I guess so.

Q. At the time you bought this property, Mr. Gooden, what was a fair and reasonable market value for it?

A. That it hard to answer, being a real estate dealer like I am.

Q. Well, just approximately what would you consider fair?

A. We decided that it would bring \$2500.00.

Q. Did you know whether or not there were any mortgages against the property?

A. I did not know anything - - except I just left everything in Mr. Rickarby's hands.

Q. Did you make any inquiry as to mortgages?

A. I do not think I did.

Q. Well, did Mr. Rickarby make a report to you about the title?

A. Yes. He made up the abstract I was telling you about - -

Q. Did it show mortgages?

A. I do not remember what the abstract showed.

Q. Is the consideration recited in the deed what you paid?

A. I could not say. - - - Yes.

Q. Then you paid the amount for the deed for a piece of property that was worth \$2500.00. How was that?

A. Well, I thought I could make some money.

Q. The consideration you paid to Rebedoux was that you were taking into consideration any expense or trouble that might come up in taking care of the Mohe claim?

A. Must have been something to that effect. I tell you, I left everything in my attorney's hands. I expected him to look out for it.

Q. Now, Mr. Gooden, at that time did you know that there were mortgages to the Federal Land Bank and to the Land Bank Commissioner, and that Mr. and Mrs. Mohe were keeping up those payments?

A. I had heard that the Land Bank had a mortgage.

Q. And you did not know the amount?

A. I did not know the amount exactly. If I knew, it has slipped my memory. I imagine I inquired into it at the time but I do not think I knew Mohe was keeping it up. In other words, I was not so well informed of the situation, because I thought Mr. Rickarby was looking out for it.

Q. Were you and Mr. Rickarby buying it as partners?

A. No.

Q. He was just employed as counsel?

A. Yes.

Q. He advised you to go ahead and gamble against the Mohe claim?

A. Well - - - -

RE-DIRECT EXAMINATION OF J. E. GOODEN BY ELLIOTT G. RICKARBY ATTORNEY FOR THE DEFENDANTS.

Q. In answer to Mr. Hall's inquiry, was it not understood that you asked me to look into this and report to you whether you would be safe?

A. Yes.

Q. And I reported that I had gotten an abstract and found this Mohe contract, and did not think there was anything in it, and had found this farm loan?

A. Yes.

Q. You knew of Mohe's claim from my statements?

A. Yes, in a way, but I understood his claim was kind of weak.

Q. Was not that the reason, to find out if Mohe was in possession, that you went out to look at that place?

A. Yes.

Q. And after you found that Mohe was not in possession, and that Vitous was cultivating it, you bought?

A. Yes.

Q. Is it not the understanding that the remaining \$300.00 that is to be paid out of that, is to have deducted from it my fees and expenses in this matter?

A. Yes.

CROSS EXAMINATION OF J. E. GOODEN BY H. M. HALL, ATTORNEY FOR THE PLAINTIFF.

Q. Mr. Gooden, at the time Mr. Rickarby reported the conditions of the title to you, did he or did he not tell you that there was some kind of a deed or contract from Rebedoux to Mrs. Mohe?

A. Yes.

I, Bernice S. Reid, the Commissioner named in the agreement of counsel herein set forth, do hereby certify that the testimony of the witnesses James J. Vitous and J. E. Gooden was taken down by me in writing at Silverhill, as to James J. Vitous, and at Fairhope, Alabama, as to J. E. Gooden, on the 29th day of January, 1944, after I had duly cautioned and sworn said witnesses to speak the truth, the whole truth, and nothing but the truth, and that they assented to and swore to the same in my presence (the signing of the testimony of the witnesses having been waived) and that I had proof made before me of the personal identity of said witnesses. I further certify that I am not of counsel nor of kin to any of the parties to said cause, nor in any way interest in the result thereof.

And I herewith return the said depositions and agreement of counsel, to the office of the Register of the Circuit Court of Baldwin County, Alabama, in equity, as my full compliance with my duties as such Commissioner under said agreement of counsel.

Given under my hand and seal this the 29 day of January 1944.

Bernice S. Reid (SEAL)  
Commissioner.

OLGA S. MOHE  
Complainant

vs

RAYMOND F. REBEDOUX et al  
Respondents.

NO. 817

E Q U I T Y

CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

Comes Bessie F. Gooden, by order of this Court made a party respondent to this cause and for answer to the Bill of Complaint, says:

FIRST: Respondent admits the allegations of the first paragraph of the Bill as to the ages and residences of the original parties.

SECOND: In answer to the second paragraph of the Bill, Respondent denies that Complainant is the owner or in possession of the land described in said paragraph and avers that at the time this Bill was filed the land belonged to and was in possession of Defendants Raymond F. and Mary A. Rebedoux, the owners of record from whom Respondent later acquired title by warranty deed as an innocent purchaser for value, subject only to the Federal Land Bank mortgages thereon. That Respondent is now the owner and in actual possession by deed dated August 18, 1942, and recorded in Deed Book 78, Page 24, of the Probate Records of Baldwin County. A copy of this deed is hereto attached as Exhibit "A" .

THIRD: To the third paragraph of the Bill Respondent admits that at the time same was filed the Defendants Rebedoux claimed ownership of said land and further avers that they were in possession thereof through a tenant who was farming same and who was in actual visible occupancy claiming under the Rebedoux' at the time when this Respondent was negotiating for the purchase thereof. Said tenant continues to hold occupancy by permission of Respondent. As the vendee of R. F. and Mary A. Rebedoux, Respondent now asserts and claims title and possession, and by permission of this Court here defends her title.

FOURTH: Respondent admits the averment in paragraph fourth that Complainant by warranty deed conveyed the lands in suit to the Rebedoux' and shows that said deed expressly recited that the land "was free of all encumbrances" and on this warranty Respondent relied

at the time of her subsequent purchase. That at the time of the execution and delivery of Complainant's deed there was any further consideration due, Respondent questions and demands proof but shows that the document marked "Exhibit B," while reciting an indebtedness of \$1144.22, expressly abstains from asserting any lien on the property as security therefor and said paper is therefore, notice that no lien is claimed on the land.

FIFTH: Respondent further denies that Complainant was put in possession of the land when the Rebedoux' left Baldwin County or at any time since or that ~~she was~~ in possession when Respondent purchased, but avers that on the contrary, the land at the time of the purchase was in the custody and use of a tenant of the Rebedoux' who so informed Respondent's agent.

SIXTH: As matters of defense Respondent further shows that "Exhibit B," the instrument under which Complainant claims, shows on its face that the condition under which it might become a quit-claim has not arisen and hence no forfeiture of the property has occurred. Respondent admits that payments on the Land Bank Mortgages became delinquent but denies that either mortgage was ever foreclosed whereby the property would have been forfeited. Complainant's "Exhibit E" shows that the receipts for delinquent payments were made to R. F. and M. A. Rebedoux though paid by Complainant.

SEVENTH: Respondent, for further answer says that before purchasing the property she had the Probate Records examined and a report made by a competent abstractor. That said record showed not only the instruments recited in the Bill but an earlier deed retaining a vendor's lien for \$1400.00 and which lien was marked cancelled and satisfied several months after the date of Complainant's warranty deed described in the Bill.

EIGHTH: That Complainant has at no time been in open, notorious and exclusive occupancy of the property, but on the contrary, prior to the purchase Respondent had neither actual nor constructive notice of occupancy by Complainant.

NINTH: That when Respondent's agent first went to the property he found the dwelling empty and unoccupied, but the land was in active cultivation with a growing crop. However in a later visit Respondent's husband found on the place harvesting the crop of corn, a nearby neighbor who stated that he was cultivating the place through permission of Raymond Rebedoux, and this man, Respondent later, as owner, continued in possession.

TENTH: That Respondent at the time wrote R. F. Rebedoux asking if Mr. Mohe was in charge of the place and was told in reply that neither Rebedoux nor his wife had given either Complainant or her husband possession or authority of any kind over the property.

ELEVENTH: Respondent avers that she is an innocent purchaser for value without notice of any prior encumbrance after diligent investigation of all matters of which she has been put either actually or constructively on notice and as such has both a legal and an equitable title to the land described in the Bill.

TWELFTH: That Complainant's Bill being one to quiet title, quiet, open and undisputed possession is an essential element and Respondent denies that such possession existed at the time the Bill was filed and therefore this action cannot be maintained.

THIRTEENTH: That the debt described in Complainant's "Exhibit B," has been paid in full and hence said instrument is without consideration.

FOURTEENTH: Respondent is informed and believes and on such information now avers that at the time Complainant executed the deed copied as "Exhibit A" the consideration therefor was paid to her in full as a part of the proceeds of the loans effected at that time by the Rebedoux' with the Federal Land Bank and Land Bank Commissioner and in receipting therefor Complainant expressly represented that such payment was accepted in full of all indebtedness of mortgagors and she cannot now be heard to assert any further claim other than for reimbursement of payments made subsequently in behalf of the Rebedoux' on loan installments.

FIFTEENTH: That the instrument under which Complainant claims is not as asserted by her, a quit-claim deed, but is, as by her duly labelled in its caption, an "Agreement For The Benefit of Creditor" and at best as shown by the last paragraph thereof, is but a mortgage to secure repayment of future advances.

THE PREMISES CONSIDERED Respondent prays that the Bill be dismissed with her reasonable costs in this behalf expended.

*Elliott S. Rinkley*  
Solicitor for Respondent,  
Bessie F. Gooden.

A copy of the foregoing Bill was mailed to the Honorable Hubert M. Hall, Bay Minette, Alabama, on December 30th, 1942.

*Elliott S. Rinkley*  
Solicitor for Respondent, Gooden.



EXHIBIT A

(COPY)

KNOW ALL MEN BY THESE PRESENTS that RAYMOND F. REBEDOUX and MARY A. REBEDOUX, husband and wife, parties of the first part, for and in consideration of the sum of SIX HUNDRED DOLLARS to them in hand paid by BESSIE F. GOODEN, party of the second part, the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part that certain lot or parcel of land in the County of Baldwin, State of Alabama, more particularly described as follows:

The Southeast Quarter of the Southwest Quarter of Section 10, Township Six South, Range Three East, subject to two mortgages in favor of Federal Land Bank and Federal Land Bank Commissioner.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said party of the second part, her heirs and assigns, forever.

And the said Raymond F. Rebedoux and Mary A. Rebedoux, for themselves, their heirs, executors, administrators and assigns, hereby covenant and agree with the said party of the second part, her heirs, executors, administrators and assigns, that they are lawfully seized of an indefeasible estate in fee simple in said premises, of which they are in quiet and peaceable possession; that said premises are clear of all encumbrances except two Federal Land Bank mortgages, and that they will forever WARRANT and DEFEND said premises and the peaceable possession thereof unto the said party of the second part, her heirs, executors, administrators and assigns, against the lawful claims of all persons whomsoever, except those claiming under the mortgages aforesaid.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals on this the 18th day of August, Nineteen Hundred and Forty-two.

RAYMOND F. REBEDOUX (SEAL)

MARY A. REBEDOUX (SEAL)

STATE OF INDIANA  
COUNTY OF MARION

I, Edith M. Barton, a Notary Public in and for said State and County, hereby certify that Raymond F. Rebedoux and Mary A. Rebedoux, his 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.

I further certify that on the 18th day of August, 1942, there came before me the within named Mary A. Rebedoux, known to me to be the wife of the within named Raymond F. Rebedoux, who, being examined separate and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

IN WITNESS WHEREOF, I hereto set my hand and seal on this the 18th day of August, 1942.

EDITH M. BARTON

Notary Public, Marion County, Indiana.

My Commission expires Dec. 10, 1945.

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Rapports

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From 1802 to 3/1844  
Rusland