

Testimony #510

ESTATE OF

LEWIS G. CROSBY, Deceased

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY. NUMBER 2457.

TESTIMONY TAKEN IN OPEN COURT ON MARCH 2, 1951

Appeared: For Administrators

Hon. J. B. Blackburn

Mr. J. F. Barnes, having been first duly and legally sworn testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Mr. J. F. Barnes?

A. Yes sir.

Q. Mr. Barnes, what is your present position?

A. Plant Manager for Ray E. Loper Lumber Company, Bay Minette, Alabama.

Q. Have you bought and sold real property in Baldwin County, Alabama, and know its value?

A. Yes sir.

Q. Are you familiar with the tract of land described in this petition (exhibiting Petition filed 3-2-51 in the Circuit Court of Baldwin County, Alabama in Equity, to witness)?

A. Yes sir.

Q. I will ask you, Mr. Barnes, if your company cruised this tract with the idea of bidding on it?

A. Yes.

Q. Did you make a bid?

A. Yes sir.

Q. What was the amount of your company's bid?

A. One Million, One Hundred Twenty-six Thousand, Five Hundred Eighty Dollars (\$1,126,580.00).

Q. Was that what you figured that property was worth?

A. Yes sir.

Q. A tract of land this size, being approximately nineteen thousand five hundred (19,500) acres, is it to the best interest of the owner of that land to sell it in one tract?

A. Yes sir.

Q. In that way you save expenses of sale, do you not?

A. Yes sir.

Q. Your company wasn't the highest bidder for this property?

A. No sir.

Q. I will ask you if you consider that a bid of One Million, Six Hundred Forty Thousand, Six Hundred Eighty-nine Dollars (\$1,640,689.00) for that tract of land, with the sellers reserving a one-eighth interest in the minerals is a fair price?

A. Yes sir.

Q. Is it, in your opinion, to the best interest of this estate and all persons interested in it that the administrators be authorized to sell this tract of land for this amount of money?

A. Yes sir.

Mr. P. E. Berry, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Mr. P. E. Berry?

A. Yes.

Q. Mr. Berry, are you and Mr. Frank A. Crosby the administrators of the Estate of Lewis G. Crosby, Deceased, in Baldwin County, Alabama?

A. Yes.

Q. I will ask you if the tract of land described in this petition you and Mr. Crosby filed here (indicating petition filed 3-251 in the Circuit Court of Baldwin County, Alabama) situated in Baldwin County, Alabama, is the principal asset of this estate situated in Alabama?

A. It is.

Q. Mr. Berry, from the time you and Mr. Crosby were appointed and qualified as administrators of this estate in Alabama, up to the time you sent out written requests for bids on this property, did you all devote a large part of your time to securing prospective purchasers for this tract of land?

A. Yes.

Q. You were appointed administrators in the spring of 1950, were you not?

A. Yes sir.

Q. About the 10th of October, 1950 you sent out written requests for bids, copy of which is attached to your petition?

A. That's right, yes.

Q. Now, in that period of time, between the time you and Mr. Crosby were appointed administrators, down to the time you sent out these notices, did you contact a number of people interested in this tract of land?

A. We did.

Q. Prior to Mr. Crosby's death, you were closely associated with him for a period of several years?

A. Yes.

Q. In that period of time did several persons, firms or corporations contact Mr. Crosby with the idea of buying the property?

A. Yes.

Q. I will ask you to examine again the petition (handing witness paper) and the names shown there. Did you and Mr. Crosby, as administrators of this estate, send out copies of the request for bids to every firm or corporation that were named in that petition?

A. Yes.

Q. Now, in response to those requests for bids, how many bids did you receive?

A. Either five or six.

Q. Now, were they substantial?

A. Want the exact number? I have a record of the exact number of how many bids we received. There were five of them, no, six of them.

- Q. The Henderson bid was the low bid, was it not?
- A. Yes. It was the low bid, just over a million dollars.
- Q. The bid of the St. Regis Paper Company, amounting to One Million, Six Hundred Forty Thousand, Six Hundred Eighty-nine Dollars (\$1,640,689.00) was the high bid?
- A. That's right.
- Q. Were these notices, these invitations to bid, sent out to all the persons you were able to learn had any interest whatever in purchasing the property?
- A. Yes, they were.
- Q. They were all that contacted you?
- A. Yes.
- Q. The property described in this petition and the property described in the requests for bids you and Mr. Crosby sent out, is that the same land even though you consolidated the description?
- A. That's right.
- Q. I will ask you if it is to the best interest of the estate and all persons interested in it that the lands be sold in one tract?
- A. Yes.
- Q. Have you and Mr. Crosby accepted the bid of the St. Regis Paper Company which is to be paid in cash at the time of the delivery of a deed, subject to the approval of the Court?
- A. We have.
- Q. Is that price, in your opinion, the fair market value of this tract of land?
- A. It is.
- Q. I will ask you if, in your opinion, that the bid you received from the St. Regis Paper Company and the price at which you desire authority to sell this property, is more than could have been received if sold at public sale?
- A. I think so.
- Q. Wasn't there a great difference between the high bid and the next high bid?
- A. Yes.

Q. Ordinarily if both parties, one bidding in the presence of the other, the high man wouldn't have upped his bid as he did of the second man?

A. No.

Q. Is it necessary that this property be sold by the administrators of this estate to pay the debts and obligations thereof, including the estate taxes?

A. Yes.

Q. Is the personal property of the estate sufficient to pay the debts and expenses of the estate including the estate taxes?

A. No.

Q. I will ask you who Mr. Crosby left as his heirs?

A. He left a son, Frank A. Crosby, his daughter, Miriam Crosby Berry, and his daughter, Carolyn Crosby Thornton, and of course, his widow, Jessie B. Crosby.

Q. Are all those parties over twenty-one years of age and of sound mind?

A. Yes.

Q. Do they reside at Pensacola, Florida?

A. Yes sir. Well, Frank is residing there at the present time.

Q. And has been since his father's death?

A. Yes.

Mr. Frank A. Crosby, after having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Mr. Crosby, you returned to Florida shortly after or just before your father's death?

A. The next day after his death.

Q. You have been there ever since?

A. I have been there ever since.

Q. After you and Mr. Berry were appointed administrators of your father's estate, just explain briefly in your own words what you did, the two of you did, between the time you were appointed administrators and the time you sent out these written requests

for bids about the 10th of October, 1950, toward finding purchasers for this Baldwin County tract of land?

A. Parties came in who were interested in it, and we endeavored to make a list of the prospective people interested in it for use at the time it was put up for sale, which we knew we would have to do because of the estate finances. We prepared data which we used in marketing, in placing it on the market, and maps, descriptive data in preparation to have it in form so we could have it put out.

Q. And eventually you did put out this Exhibit "A"?

A. Right.

Q. Along with maps which you prepared?

A. Along with maps.

Q. This tract consists of approximately nineteen thousand five hundred (19,500) acres, does it not?

A. Yes sir.

Q. Are you, or Mr. Berry either one, in any way interested in the St. Regis Paper Company?

A. Not at all.

Q. Is it your opinion that the price bid by the St. Regis Paper Company of One Million Six Hundred Forty Thousand, Six Hundred Eighty Nine Dollars (\$1,640,689.00) a fair price for this tract of land?

A. In my opinion it is.

Q. Was that the highest bid received?

A. It was.

Q. After having sent out these requests Mr. Berry talked about?

A. Yes, it was.

Q. I believe you said they were sent out to all prospective people who contacted you?

A. All we could find.

Q. In addition, any other prospects you could secure?

A. Right.

Q. The list did include all those who had seen you with reference

to the purchase of the property?

A. Everyone.

Q. Is it to the best interest of the estate that it be sold in one parcel?

A. Yes.

Q. Is it to the best interest of the estate that it be sold to the St. Regis Paper Company for the price just mentioned?

A. Yes.

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I, Ora S. Nelson, Court Reporter, Twenty-eighth Judicial Circuit of Alabama, hereby certify that the above and foregoing is a true and correct copy of the evidence taken at the hearing of the above styled cause, being Case Number 2457 on the Equity Side of the Circuit Court of Baldwin County, Alabama on March 2, 1951, and transcribed by me.

This 3rd day of March, 1951.

Ora S. Nelson
Court Reporter

ESTATE OF
LEWIS G. CROSBY, DECEASED.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE CONFIRMING SALE OF REAL PROPERTY IN BALDWIN
COUNTY, ALABAMA AND FIXING VALUE OF WIDOW'S DOWER
INTEREST.

This cause coming on to be heard on this date is submitted on the sworn petition of P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, which has been filed in this court on this date, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same and consent that the sale of the property referred to therein be confirmed; the sworn petition for dower filed in this cause on this date by Jessie B. Crosby, widow of Lewis G. Crosby, Deceased, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same; the agreed statement of facts in connection with the application for dower filed by Jessie B. Crosby, which agreed statement of facts is signed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, the said parties being the only parties interested in this proceeding; upon consideration of all of which, it appears to the Court and the Court finds as follows:

A. The property hereinafter described has been sold and conveyed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, to the St. Regis Paper Company, a New York Corporation, in strict accordance with the authority granted to the said Administrators by the decree rendered in this cause on March 2, 1951, and the purchase price therefor has been paid to the said Administrators by the said Purchaser.

B. The said sale was fairly conducted and P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, are not interested, directly or indirectly, in the purchase of the said property.

C. Jessie B. Crosby is the widow of Lewis G. Crosby, Deceased, and the said Lewis G. Crosby was the father and Jessie B. Crosby is the mother of the following children:

Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton. Jessie B. Crosby, the widow of Lewis G. Crosby, Deceased, is entitled to the fair equivalent for her dower interest in the property hereinafter described to be paid to her by the Administrators of this said estate in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

D. This decree has been consented to by all of the parties interested in this proceeding.

Upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. The sale and conveyance by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, of the following described real property situated in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 5 SOUTH, RANGE 6 EAST:

Section Acres

Begin at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section Thirteen (13) and run thence West nine hundred ten (910) feet to a point, thence North four hundred eighteen (418) feet to a point, thence East fifteen hundred seventy (1570) feet, more or less, to the West line of a tract of land now or formerly owned by S. M. Lowrey, thence South four hundred eighteen (418) feet, thence West six hundred sixty (660) feet to the point or place of beginning.

13 15.06

Begin at a fence corner five hundred eleven (511) feet West of the Northeast corner of the Southwest Quarter of Section Thirteen (13) and run thence West eight hundred nine (809) feet, more or less, to the Northwest corner of the Northeast Quarter of the Southwest Quarter of the said Section Thirteen (13), thence South to the Southwest corner of the said Northeast Quarter of the Southwest Quarter, thence East to a point five hundred eleven (511) feet west of the Southeast corner of the said Northeast Quarter of the Southwest Quarter, thence North to the point or place of beginning, being all of the Northeast Quarter of the Southwest Quarter of the said Section Thirteen (13), except the East Five Hundred eleven (511) feet thereof.

13 25.67

Northwest Quarter of the Southwest Quarter;
South Half of the Southwest Quarter,
South Half

13 120.30

14 320.80

	Section	Acres
All of Section	19	641.52
All of Section	20	640.40
All of Section	21	641.04
All of Section	22	638.40
All of Section	23	642.12
All of Section	24	642.28
All of Section	25	639.00
All of Section	26	642.08
All of Section	27	638.72
All of Section	28	640.80
All of Section	29	641.64
All of Section	30	639.76
All of Section	31	642.91
All of Section	32	645.56
All of Section	33	647.16
All of Section	34	649.39
All of Section	35	653.17
All of Fractional Section	36	402.88

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST:

Begin at the Northwest corner of Section 19 and run thence East along the North line of said Section 19 a distance of 825 feet; thence North parallel to the West line of Section 18 of said township and range 1323 feet to a point on the North line of the South Half of Southwest Quarter of said Section 18; thence East along the said North line of South Half of Southwest Quarter 1815 feet to the Northeast corner of said South Half of Southwest Quarter of said Section 18; thence South along the East line of said South Half of Southwest Quarter 600 feet to a point; thence South 25 degrees 5 minutes West, corrected by plat to 30 degrees 45 minutes West, 843 feet to a point on the South line of said Section 18, the last mentioned point being 431 feet West of the Southeast corner of South Half of Southwest Quarter of said Section 18; thence continuing the same course South 25 degrees 5 minutes West, corrected by a plat to 30 degrees 45 minutes West, 929 feet to a point in Subdivision "A" of Section 19, first above mentioned, thence South 27 degrees 45 minutes West 250 feet; thence South 17 degrees 35 minutes West 1743 feet to a point on the South line of said Subdivision "A" or fractional Northwest

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST:
(Continued)

	Section	Acres
Quarter of said Fractional Section 19; thence West along said South line of Sub- division "A" 1042 feet to the Southwest corner of said Subdivision "A"; thence North along the West line of Section 19 and Subdivision "A" 2658 feet to the place of beginning, containing 51.54 acres in the South Half of the Southwest Quarter of Section 18 and 94.50 acres in Subdivision "A" of Fractional Section 19.	18 and 19	146.04

IN TOWNSHIP 6 SOUTH, RANGE 6 EAST:

All of Fractional Section	1	50.60
All of Fractional Section	2	560.00
All of Section	3	639.60
All of Section	4	640.48
South Half of North Half; West Half of Southeast Quarter; Southwest Quarter	5	399.40
All of Section	6	638.52
All of Section	7	637.36
All of Section	8	637.60
All of Section	9	640.72
All of Section	10	639.84
All of Fractional Section	11	198.20
All of Fractional Section	15	614.00
All of Section	16	640.52
North Half; North Half of Southeast Quarter; South Half of Southwest Quarter; All of South Half of Southeast Quarter North of the Old Spanish Trail, or United States Highway Number 90.	17	497.63
Northeast Quarter of Northeast Quarter Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 21 and run thence South 17 rods to a point on the North side of the Wire Road, thence run Northwestwardly along the North side of said road 40 rods 8 feet to a point, thence run North 4 rods to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 21, thence run East 40 rods to the place of be- ginning, being all that part of the East Half of the Southwest Quarter of the Northeast Quarter of Section 21 lying North of the Wire Road;	18	39.77

IN TOWNSHIP 6 SOUTH, RANGE 6 EAST:
(Continued)

Section Acres

Northwest Quarter of Southwest Quarter of
Northeast Quarter of Section 21;

Beginning at a point on the half section
line 20 rods East from the center of Sec-
tion 21 and run thence North 40 rods to a
point, thence run East 20 rods to a point,
thence run South 40 rods to a point on the
half section line, thence run West along
the half section line 20 rods to the point
of beginning, being the East Half of the South-
west Quarter of the Southwest Quarter of the
Northeast Quarter of Section 21;

East Half of the Northeast Quarter of Sec-
tion 21, except therefrom 4.25 acres con-
veyed by Lawrence Goldsher and wife to Mabel
Sidner by warranty deed dated May 13, 1912
and recorded in the office of the Probate
Judge of Baldwin County, Alabama in Deed
Book 21, page 82 and described as follows,
to-wit:

Starting at the Northwest corner of the
Southeast Quarter of the Northeast Quarter
of Section 21 and run South 10 chains,
thence run East 10 chains to a stake for a
beginning corner, thence run South 6 chains
to a stake, thence run East 5 chains to a
stake, thence run North 7.95 chains to a
stake on the South line of the Wire Road
thence run North 82 degrees West along said
road 5.05 chains to a stake, thence South
2.96 chains to the place of beginning, con-
taining 4.25 acres, more or less, in the
Southeast Quarter of the Northeast Quarter
of Section 21.

21 93.84

North Half of Northwest Quarter

22 80.00

SUBJECT, HOWEVER, TO THE FOLLOWING EXCEPTIONS AND RESERVATIONS:

1. There is reserved to the heirs of Lewis G. Crosby, namely, Jessie E. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, for a period of twenty-five years from the date of this conveyance a one-eighth (1/8) interest in and to all the oil, gas and other minerals on, in, under and that which may be produced from the above described property and each and every part thereof, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring the said lands for oil, gas and other minerals and producing, storing, treating, market- ing and removing the same therefrom.
2. Easement from L. G. Crosby and wife to Southern Natural Gas Corporation, dated September 24, 1930 and recorded in Deed Book 50 at pages 191-2, Bald- win County, Alabama Records, which covers lands in Sections 18 and 19, Township 5 South, Range 7 East.

3. Easement from L. G. Crosby and wife to Baldwin County, Alabama, dated May 18, 1933 and recorded in Deed Book 64 at page 242, Baldwin County, Alabama Records, which covers lands in Section 18, Township 5 South, Range 7 East.
4. Conveyance from L. G. Crosby and wife to State of Alabama, dated July 30, 1947 and recorded in Deed Book 122 at page 138, Baldwin County, Alabama Records, which covers lands in Sections 15, 16 and 21, Township 6 South, Range 6 East.
5. Easement from L.G. Crosby and wife to Southern Bell Telephone and Telegraph Company, dated July 28, 1943 and recorded in Deed Book 80 at page 193, Baldwin County, Alabama Records, which covers lands in Sections 17 and 21, Township 6 South, Range 6 East.
6. The mineral interest reserved in the deed from F. W. Taylor and wife to James T. and R. J. Estes, dated July 23, 1945 and recorded in Deed Book 93 at pages 401-2, Baldwin County, Alabama Records, which covers lands in Sections 22 and 23, Township 5 South, Range 6 East.
7. All other existing easements of every kind and nature for highway, road, railroad or public utility purposes, recorded in the office of the Judge of Probate of Baldwin County, Alabama, or apparent on all or any part of the above described property, including, that of Alabama Power Company,

to the St. Regis Paper Company, a New York Corporation, in accordance with the decree rendered in this cause on March 2, 1951, be and it is hereby in all things ratified and confirmed.

2. The sum of Five Hundred Forty-six Thousand, Eight Hundred Ninety-six and 66/100 Dollars (\$546,896.66) is determined to be a fair equivalent for the dower interest of Jessie B. Crosby in and to the above described tract of land and P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, be and they are hereby authorized, empowered, instructed and directed to pay to Jessie B. Crosby the said sum of \$546,896.66 from the purchase money for the said property, which has been collected by them.

3. The Register of this Court shall file a certified copy of this decree for record in the office of the Judge of Probate of Baldwin County, Alabama and tax the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 13th day of March, 1951.

Telfair J. Mashburn, Jr.

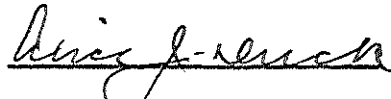
Judge.

State of Alabama

Baldwin County

I, Alice J. Duck, Register in Equity do hereby certify that the foregoing is a true and correct copy of the original decree filed in this Circuit Court and same appears on file in my office.

WITNESS my hand and seal this 26th May, 1952.


Register in Equity.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE CONFIRMING SALE OF REAL PROPERTY IN ESCAMBIA
COUNTY, ALABAMA AND FIXING VALUE OF WIDOW'S DOWER
INTEREST.

This cause coming on to be heard on this date is submitted on the sworn petition of P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, which was filed in this cause on January 2, 1951, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same and consent that the sale of the property referred to therein be confirmed; the sworn petition for dower filed in this cause on this date by Jessie B. Crosby, widow of Lewis G. Crosby, Deceased, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same; the agreed statement of facts in connection with the application for dower filed by Jessie B. Crosby, which agreed statement of facts is signed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, the said parties being the only parties interested in this proceeding; upon consideration of all of which, it appears to the Court and the Court finds as follows:

A. The property hereinafter described has been sold and conveyed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, to Atmore Truckers Association, a Cooperative Marketing Association, in strict accordance with the authority granted to the said Administrators by the decree rendered in this cause on November 9, 1950 and the purchase price therefor has been paid and secured, as provided in the said decree.

B. The said sale was fairly conducted and P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, are not interested, directly or indirectly, in the purchase of the said property.

C. Jessie B. Crosby is the widow of Lewis G. Crosby, Deceased, and the said Lewis G. Crosby was the father and Jessie B. Crosby is the mother of the following children: Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton. Jessie B. Crosby the widow of Lewis G. Crosby, Deceased, is entitled to the fair equivalent for her dower interest in the property hereinafter described to be paid to her by the Administrators of this said estate in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

D. This decree has been consented to by all of the parties interested in this proceeding.

Upon consideration of all of which, it is, therefore,
ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. The sale and conveyance by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, of the following described real property situated in Escambia County, Alabama, to-wit:

Lots One (1), Two (2), Three (3), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Seven (7), all being in the Ninth Subdivision of the Town of Atmore in the State of Alabama; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

to Atmore Truckers Association, a Cooperative Marketing Association, in accordance with the decree rendered in this cause on November 9, 1950, be and it is hereby in all things ratified and confirmed.

2. The sum of Seven Thousand Dollars (\$7,000.00) is determined to be a fair equivalent for the dower interest of Jessie B. Crosby in and to the above described tract of land and P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, be and they are hereby authorized, empowered, instructed and directed to pay to Jessie B. Crosby the said sum of \$7,000.00 from the purchase money for the said property, which has been collected as a part of the purchase price of the said property

and which will be collected on the mortgage given to the said Administrators to secure payment of the unpaid portion of the purchase price.

3. The Register of this Court shall file a certified copy of this decree for record in the office of the Judge of Probate of Escambia County, Alabama and tax the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 14th day of March, 1951.

/S/ TELFAIR J. MASHBURN, JR.

Judge.

STATE OF ALABAMA }
*
BALDWIN COUNTY }

I, Alice J. Buck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, do hereby certify that the above and foregoing instrument is a true and correct copy of a decree rendered by the Circuit Court of Baldwin County, Alabama, in Equity, in connection with the administration of the Estate of Lewis G. Crosby, Deceased, confirming the sale of real property in Escambia County, Alabama belonging to the said estate and fixing the widow's dower interest therein, as the same appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Court on this the 14th day of March, 1951.

Alice J. Buck
Register.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE CONFIRMING SALE OF REAL PROPERTY IN ESCAMBIA
COUNTY, ALABAMA AND FIXING VALUE OF WIDOW'S DOWER
INTEREST.

This cause coming on to be heard on this date is submitted on the sworn petition of P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, which was filed in this cause on January 2, 1951, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same and consent that the sale of the property referred to therein be confirmed; the sworn petition for dower filed in this cause on this date by Jessie B. Crosby, widow of Lewis G. Crosby, Deceased, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same; the agreed statement of facts in connection with the application for dower filed by Jessie B. Crosby, which agreed statement of facts is signed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, the said parties being the only parties interested in this proceeding; upon consideration of all of which, it appears to the Court and the Court finds as follows:

A. The property hereinafter described has been sold and conveyed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, to Atmore Truckers Association, a Cooperative Marketing Association, in strict accordance with the authority granted to the said Administrators by the decree rendered in this cause on November 9, 1950 and the purchase price therefor has been paid and secured, as provided in the said decree.

B. The said sale was fairly conducted and P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, are not interested, directly or indirectly, in the purchase of the said property.

C. Jessie B. Crosby is the widow of Lewis G. Crosby, Deceased, and the said Lewis G. Crosby was the father and Jessie B. Crosby is the mother of the following children: Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton. Jessie B. Crosby the widow of Lewis G. Crosby, Deceased, is entitled to the fair equivalent for her dower interest in the property hereinafter described to be paid to her by the Administrators of this said estate in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

D. This decree has been consented to by all of the parties interested in this proceeding.

Upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. The sale and conveyance by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, of the following described real property situated in Escambia County, Alabama, to-wit:

Lots One (1), Two (2), Three (3), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Seven (7), all being in the Ninth Subdivision of the Town of Atmore in the State of Alabama; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

to Atmore Truckers Association, a Cooperative Marketing Association, in accordance with the decree rendered in this cause on November 9, 1950, be and it is hereby in all things ratified and confirmed.

2. The sum of Seven Thousand Dollars (\$7,000.00) is determined to be a fair equivalent for the dower interest of Jessie B. Crosby in and to the above described tract of land and P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, be and they are hereby authorized, empowered, instructed and directed to pay to Jessie B. Crosby the said sum of \$7,000.00 from the purchase money for the said property, which has been collected as a part of the purchase price of the said property

and which will be collected on the mortgage given to the said Administrators to secure payment of the unpaid portion of the purchase price.

3. The Register of this Court shall file a certified copy of this decree for record in the office of the Judge of Probate of Escambia County, Alabama and tax the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 14th day of March, 1951.

Telfair J. Mashburn, Jr.
Judge.

STATE OF ALABAMA

BALDWIN COUNTY

I, Alice J. Duck, Register in Equity do hereby certify that the foregoing is a true and correct copy of the original decree filed in this Circuit Court and same appears on file in my office.

WITNESS my hand and seal this 26th May, 1952.

Alice J. Duck
Register in Equity

STATE OF ALABAMA

BALDWIN COUNTY

I, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, do hereby certify that the foregoing is a correct copy of the original Decree Confirming Sale of Real Property In Escambia County, Alabama and Fixing Value of Widow's Dower Interest rendered by the Judge of the Circuit Court in the case of Lewis G. Crosby, Deceased, which said decree is on file and enrolled in my office.

Witness my hand and seal this the _____ day of May, 1952.

Register in Equity.

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT. (Equity)

TERM, 19

No. _____ vs. _____

Estate of Lewis G. Crook

BILL OF COSTS

REGISTER'S FEES:		AMOUNT	REGISTER'S FEE—Continued:		AMOUNT
	@			@	
1. Filing Bills or other paper.....	\$0.15		48. Each Certificate or Affidavit with Seal.....	.75	
2. Copy of Bill or other paper, 100 words.....	.20		49. Each Certificate or Affidavit without Seal.....	.50	
3. Docketing Cause	1.00		50. Each Notice not otherwise provided for.....	.75	
4. Issuing Subpoena on Bills.....	.75		51. Entering Orders by the Register .....	.50	
5. Copies .....	.50		52. Recording Registration, Removal or Suggestion of Death of Trustee.....	.75	
6. Entering Return .....	.15		53. Entering each Certificate of Supreme Court.....	.50	
7. Order of Publication to Non-Residents	1.25		54. Transcript at .15 per 100 words.....		
8. Abstract for Publication, 100 words.....	.20		55. Certified Copy of Decree.....	1.50	65 00
9. Attachment Writ	1.00		56. Recording Copy of Decree in Probate Court .....	.25	3 00
10. Injunction Writ	1.50		57. State Certificate .....	.50	
11. Copy .....	.50		58. Commission on Sales.....		
12. Entering Return .....	.15		<i>5 Letters of Adm. with certificates</i>		
13. Entering Appearance .....	.50		TOTAL REGISTER'S FEES		
14. Decree Pro Confesso	1.25		SHERIFF'S FEES:		
15. Appointing Guardian ad litem.....	1.25		1. Summoning on Bill, Each Defendant.....	\$1.50	
16. Issuing Commission to take Testimony.....	.75		2. Executing Writ of Injunction, or Ne Exeat, Each.....	1.50	
17. Receiving and Filing each pkg. of Testimony.....	.10		3. Executing Subpoena for Witnesses, Each.....	.65	
18. Endorsing ea. pkg. of Depositions published.....	.10		4. Executing Writs of Possession, Each.....	5.00	
19. Entering Order Submitting Cause for Decree.....	.50		5. Executing Scire Facias or Notice, Each.....	1.50	
20. Any Other Order.....	.25		6. Taking and Approving Bonds, Each.....	1.00	
21. Noting All Testimony .....	.50		7. Impaneling Jury .....	.75	
22. Abstract Docket each case.....	1.00		8. Collecting Execution for Costs Only, Each.....	1.50	
23. Entering Decree, 500 words or less.....	1.00		9. Sheriff's Commission		
24. Entering Decree, over 500 words for every 100 words over 500.....	.20		TOTAL SHERIFF'S FEES		
25. Taking Account, Swearing Witnesses, etc., per day	3.00		SUMMARY OF FEES, COSTS AND JUDGMENT—		
26. Taking Testimony on Reference, 100 words.....	.15		Fees in Circuit Court:		
27. Report of 500 words or less.....	3.00		1. Register's Fees		
28. Report of over 500 words, for every 100 words over 500 .....	.20		2. Ex-Register's Fees		
29. But when the amount claimed is less than \$500, and the Register is not required to pass upon any disputed item indebtedness, payment or credit Reference and Rept.	2.00		3. Sheriff's Fees		
30. Issuing Subpoena, each Witness.....	.25		4. Ex-Sheriff's Fees		
31. Witness Certificate .....	.25		5. Witness Fees		
32. Issuing Execution .....	.75		6. Commissioner's Fees		
33. Entering Return .....	.15		7. Guardian Ad Litem		
34. Taking and Approving Bond.....	1.00		8. Publisher's Fees		
35. Making Complete Record, 100 words.....	.20		9. Solicitor's Fees		
36. Hearing Application for Appointment of Receiver or Trustee.....	3.00		10. Court Reporter's Fees, Per Day or Fraction Thereof	5.00	
37. Settlement with Receiver or Trustee.....	4.00		11. Trial Tax	3.00	3 00
38. Examining.....Vouchers .....	.15		12.		
39. Examining Answer	3.00		13.		
40. Taking Question and Answer and Recording Same in proceedings to perpetuate testimony, per 100 words .....	.25		14.		
41. For all other services relating to such proceedings	1.00		Fees and Costs in Inferior Court:		
42. Taking Testimony to relieve Minors of the disabilities of non-age.....	5.00		15. Clerk of Inferior Court, Fees.....		
43. For making each Deed to property sold	3.00		16. Sheriff's Fees		
44. Notices sent by mail to creditors.....	.15		17. Witness Fees		
45. Filing, receipting for and docketing ea. claim .....	.25		18.		
46. Entries on Subpoena Docket.....	.50		19.		
47. Entries on Commission Docket.....	.50		20. Total Fees and Costs in Inferior Court		
			21. Total Fees and Costs		
			22. Judgment		
			23.		
			24.		
			25. TOTAL FEES, COSTS AND JUDGMENT		

I certify that the within is a true and correct Bill of Costs in the within styled cause.

ATTEST: _____
Register Circuit Court, Baldwin County, Ala.

Received payment this _____ day of _____, 19_____.

ATTEST: _____
Register Circuit Court, Baldwin County, Ala.

No. _____	Page _____
THE STATE OF ALABAMA, BALDWIN COUNTY	
CIRCUIT COURT	
<i>State of Texas</i> <i>H. Bradley</i>	
vs.	Plaintiff
Defendant	
EQUITY COST BILL	
Term, 19_____	
Fee Book _____, Page _____	
Plaintiff's Attorney.	
Defendant's Attorney.	

Estate of Lewis G. Crosby,
Deceased.

In the Probate Court of
Baldwin County, Alabama.

In the matter of the removal of proceedings from the
Probate Court of Baldwin County, Alabama, to the Circuit
Court of Baldwin County--Sitting in Equity.

In compliance with an order of transfer of the Cir-
cuit Judge of Baldwin County, Alabama, equity division.
I W.R. Stuart, as Judge of the Probate Court of Baldwin
County, Alabama, hereby transfer all papers in the File
No. 2800, Estate of Lewis G. Crosby, Deceased, number of
documents in file, when transferred - 5.

Done this 28th day of April, A.D., 1950.


Judge of Probate.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY.

DECREE REMOVING ADMINISTRATION

This cause coming on to be heard on this date is submitted on the petition of P. E. Berry and Frank A. Crosby, Administrators of this said estate, to remove the administration of this estate from the Probate Court of Baldwin County, Alabama to the Circuit Court of Baldwin County, Alabama, Sitting in Equity, upon consideration of which it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. The administration of this estate shall be and it is hereby removed from the Probate Court of Baldwin County, Alabama to the Circuit Court of Baldwin County, Alabama, Sitting in Equity.

2. The Register of this Court shall forthwith file a certified copy of this decree with the Judge of the Probate Court of Baldwin County, Alabama.

ORDERED, ADJUDGED AND DECREED on this the 27th day of April, 1950.

Telfair J. Mashburn, Jr

Judge.

I, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama,
do hereby certify that the foregoing is a correct copy of
the original decree rendered by the Judge of the Circuit
Court in the above stated cause, which said decree is on
file and enrolled in my office.

Witness my hand and seal this the 27th day
of April, 1900.

Alice J. Duck
Register of Circuit Court, In Equity.

No. 2800 In the Matter of Estate of Lewis G. Campbell, Deceased

Administrator, Executor or Guardian. Residence _____

Attorneys: J. H. Jackson Docket _____ Page _____ Fee Book _____ Page _____

DATE	FEES OF PROBATE JUDGE	AMOUNT	DATE	FEES OF PROBATE JUDGE	AMOUNT
	<p>WILL—Order on Presentation, \$1.00</p> <p>Affidavit in Petition for Probate, 25c</p> <p>Recording Petition, per 100 words, 15c</p> <p>Issuing Citation, ent'g Sheriff's Returns, 50c</p> <p>App'ting and Notifying Guard. ad Litem, 50c</p> <p>Issuing Subpoenas for Witness, 50c</p> <p>Affidavit of Witnesses, 25c</p> <p>Examining Wit. and order Probating, \$2.00</p> <p>Issuing Commission to take Deposition, 50c</p> <p>Filing Interrogatories, 10c</p> <p>Copy of same, per 100 words, 15c</p> <p>Recording Will, per 100 words, 15c</p> <p>Recording Testimony, per 100 words, 15c</p> <p>Certificate, without seal, 25c</p> <p>Certificate, with seal, 50c</p> <p>Presiding at Trial C't'd Will, per day, \$2.50</p> <p><i>Recording Order Appointing Admin.</i></p> <p>LETTERS—Affidavit in Petition, 25c</p> <p>Recording Petition, per 100 words, 15c</p> <p>Rec'ding Rel. right to Admin'r, 100 words, 15c</p> <p>Granting Letters of Administration, 50c</p> <p>Issuing and Recording same, 50c</p> <p>Granting Let. of Gu'd'nship, each minor, 75c</p> <p>Issuing, Filing and Recording same, 50c</p> <p>Taking, App., Filing, Rec. Adm. Bonds, \$1.00</p> <p>Taking, App. Filing, Guard. Bond, \$1.00</p> <p>Affidavit of Justification, 25c</p> <p>Granting Order of Appraisement, 50c</p> <p>Issuing Order of Appraisement, 25c</p> <p>Recording same, per 100 words, 15c</p> <p>Order Removing Executor, Adm. Guard., \$2.00</p> <p>Order Appointing General Guardian, \$1.00</p> <p>Issuing and Recording same, 50c</p> <p>Order Appointing General Administ'r., \$1.00</p> <p>Issuing and Recording same, 50c</p> <p>Order Appointing Adm'r ad Litem, \$1.00</p> <p>Issuing and Recording same, 50c</p> <p><i>Baldwin Jones App for Claims</i></p> <p>HOMESTEAD—Rec. Pet'n for Com., 100 words, 15c</p> <p>Record, Order for App., per 100 words, 15c</p> <p>Recording Order for Com., per 100 words, 15c</p> <p>Notice to Commissioners, 50c</p> <p>Recording Report of Com., per 100 words, 15c</p> <p>Record, Order Setting Apart, 100 words, 15c</p> <p>INVENTORY—Order to Approve and Record, 50c</p> <p>Affidavit to same, 25c</p> <p>Recording same, per 100 words, 15c</p> <p>SUPPLEMENT INVENTORY—Order, App., Rec., 50c</p> <p>Affidavit to same, 25c</p> <p>Recording same, per 100 words, 15c</p> <p>Recording Decree, per 100 words, 15c</p> <p>APPRAISEMENT—Order Approving, Rec., 50c</p> <p>Affidavit to same, 25c</p> <p>Recording same, per 100 words, 15c</p> <p>SUPPLEMENT APPRAISEMENT—Grant, Order, 50c</p> <p>Issuing Order of Appraisement, 25c</p> <p>Recording Warrant, per 100 words, 15c</p> <p>Order to Approve Appraisement, 50c</p> <p>Affidavit to same, 25c</p> <p>Recording same, per 100 words, 15c</p> <p>Recording Decree, per 100 words, 15c</p> <p>SALE OF PERISHABLE PROPERTY—Petition, 25c</p> <p>Recording same, per 100 words, 15c</p> <p>Granting Order of Sale, 50c</p> <p>Issuing Order of Sale, 25c</p> <p>App'ting and Notifying Guard. ad Litem, 50c</p> <p>Recording, per 100 words, 15c</p> <p>SALE OF PERSONAL PROPERTY—Petition, 25c</p> <p>Recording same, per 100 words, 15c</p> <p>Granting Order of Sale, 50c</p> <p>Issuing Order of Sale, 25c</p> <p>Order to Publish Notice of Sale, 50c</p>	<p>85</p> <p>425</p> <p>50</p> <p>50</p> <p>100</p> <p>354</p> <p>1064</p>		<p>BROUGHT FORWARD.</p> <p>Affidavit to Report, 25c</p> <p>Recording, per 100 words, 15c</p> <p>Appointing Com'r to Divide, and Writ, \$2.00</p> <p>Approving Division and Order thereon, \$1.00</p> <p>App'ting and Notifying Guard. ad Litem, 50c</p> <p>PARTIAL SETTLEMENT—Affidavit in Acc't, 25c</p> <p>Affidavit to List of Heirs, 25c</p> <p>Examining, Stating Acc't and Ap. Hear., \$1.00</p> <p>Order to Publish Notice of Sale, 50c</p> <p>App'ting and Notifying Guard. ad Litem, 50c</p> <p>Examining Vouchers, 10c</p> <p>Administering Affidavits, 25c</p> <p>Making Decree and Order to Record, \$1.50</p> <p>Recording same, per 100 words, 15c</p> <p>Filing Claims and giving Receipt, 15c</p> <p>INSOLVENCY—Affidavit in Report, 25c</p> <p>Affidavit to Statements, 25c</p> <p>Recording Rep't and Statem't, 100 words, 15c</p> <p>Order Appointing Day of Hearing, 25c</p> <p>Order to Publish Notice of same, 25c</p> <p>Order for Citations, 25c</p> <p>Iss'g Notice to Creditor Day of Hearing, 50c</p> <p>Order Sustaining Report, 25c</p> <p>Order for Settlement, 25c</p> <p>Order to Publish Day of Settlement, 25c</p> <p>Issuing Notice of Day of Settlement, 25c</p> <p>Affidavit to Amount of Claims, 25c</p> <p>App'ting and Notifying Guard. ad Litem, 50c</p> <p>SALE OF REAL ESTATE—Affidavit in Petition, 25c</p> <p>Recording Petition, per 100 words, 15c</p> <p>Order App't'g Day of Hear. and Notice, \$1.00</p> <p>Order to Publish Notice of same, 50c</p> <p>Issuing Citations, Ent'g Sheriff's Return, 50c</p> <p>App'ting and Notifying Guard. ad Litem, 50c</p> <p>Issuing Commission to take Deposition, 50c</p> <p>Filing Interrogatories, 10c</p> <p>Copy of Interrogatories, per 100 words, 15c</p> <p>App't'g Com. to Divide and Issue Writ, \$2.00</p> <p>Affidavit to Report of Same, 25c</p> <p>Order Approving Division and Report, \$1.00</p> <p>Recording same, per 100 words, 15c</p> <p>Hearing Applic'n for Dower, Iss'g Writ, \$4.00</p> <p>Exam'g Testim'y and Grant Ord'r to Sell, \$2.00</p> <p>Recording Depositions, per 100 words, 15c</p> <p>Record. Reliq'm't of Dower, 100 words, 15c</p> <p>Recording Report, per 100 words, 15c</p> <p>Rec. Paym't Purchase Money, 100 words, 15c</p> <p>Making Order on Report of Sale of Land, 75c</p> <p>Hear Ap'n to Compel Conveyance, etc., \$2.00</p> <p>FINAL SETTLEMENT—Affidavit in Account, 25c</p> <p>Affidavit to Statement of Heirs, 25c</p> <p>Exam'g, Stating and Recording Acc't, \$1.00</p> <p>Order to Publish Notice of same, 50c</p> <p>App'ting and Notifying Guard. ad Litem, 50c</p> <p>Examining Vouchers, 10c</p> <p>Administering Affidavits, 25c</p> <p>Recording same, per 100 words, 15c</p> <p>Decree in Final Settlement, 50c</p> <p>SPECIAL PROCEEDINGS—Proceedings for Declara- tion of Unsound Mind and App. Guard. ad Litem, \$5.00</p> <p>Recording Decree Relieving Minors, etc., \$1.00</p> <p>Proceed to Perpetuate Testimony, per 100 words, 20c</p> <p>Other Services Relating Thereto, 75c</p> <p>Record. Pro'dings Bind'g Out Appren., \$1.00</p> <p><i>125</i></p> <p><i>150</i></p>	<p>Total Probate Judge's Fees.</p>

CARRIED FORWARD.

No.....

The State of Alabama

COUNTY.....

PROBATE COURT

IN THE MATTER OF

PROBATE FEE BILL

RECEIVED OF

Dollars.....

In Payment of the above, this.....

day of.....

19.....

Judge of Probate.

(Box 691-2) WARRANT NUMBER.....

DATE	FEES OF SHERIFF	AMOUNT	DATE	FEES OF WITNESSES	AMOUNT
	Serving and Returning Citations, @ \$.65				
	Serving Witness, @ .65				
	Collecting Execution for Cost, 1.50				
	Serving Application to Perpetuate Testimony, 1.00				
	Impaneling Jury, 75				
	Serving Notices, @ .65				
	Summoning Jury Dower, per day, 5.00				
	Serving Writs, @ 1.50				
	Sheriff's Commission,				
	FEES OF PRINTER				
	FEES OF GUARDIAN AD LITEM				
	FEES OF COMMISSIONERS				
				I have Received the Amount Opposite my Name.	

Testimony # 1540

ESTATE OF
LEWIS G. CROSBY, Deceased

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY. NO. 2457.

TESTIMONY TAKEN IN OPEN COURT ON APRIL 11, 1951

Appeared: For Administrators

Hon. J. B. Blackburn

Mr. H. M. Hall, having been first duly and legally sworn
testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Mr. H. M. Hall?

A. Yes sir.

Q. Mr. Hall, are you a practicing attorney in Baldwin County,
Alabama?

A. Yes sir.

Q. How long have you practiced your profession in Baldwin County?

A. Since 1923, twenty-eight years.

Q. Now, Mr. Hall, are you familiar generally with the Crosby Estate?

A. Yes sir. In a general way, yes sir.

Q. The amount involved is One Million, Seven Hundred Twenty-three
Thousand Two Hundred Thirty-three Dollars and Three Cents.

(\$1,723,233.03) Now let me go over with you the work that has
been done in connection with the representation of the adminis-
trators in this case. Now, first, that was in April of last
year, we filed a petition to have the administrators appointed.
They had been previously appointed in the State of Florida and
this administration in Alabama was an ancillary proceeding, but
approximately seventy-two percent (72%) of the total estate is
in Alabama. When the petition for appointment of administrators
was filed, we obtained the Probate Judge's consent to have the
members of the family sign the bond and we thereby saved them
the cost of the bond premium. The administration of the estate
was then removed by petition and decree to the equity court.
After that we filed a petition for authority to carry on the
business and sell some stock. That was at private sale. The

Court granted that authority. Subsequent to that there were two proceedings in which personal property was authorized to be sold at private sale. Subsequent to that we had a decree authorizing the sale of real property in Escambia County. That property sold for Twenty-one Thousand Dollars (\$21,000.00). We, of course, filed a report of sale and a petition for confirmation. Next, we had a decree appointing appraisers of the estate in Montgomery County, as they had situated up there a substantial tract of real property appraised at Forty Thousand Eight Hundred Dollars (\$40,800.00) and some personal property, and a report was filed. Then, next, we had a petition to sell real property at private sale in Baldwin County, Alabama, which was the largest tract of land, containing approximately Nineteen Thousand Seven Hundred acres. Before that petition was filed the administrators and Mr. Brown, in Pensacola; in that connection, Watson and Brown in Pensacola, and I, here, represented the administrators. They spent a great amount of time in preparing the written requests for bids on this large tract of land. That written request for bids was mailed to some fifteen or twenty substantial parties and as a result of that offer or invitation for bids they received offers for this property ranging from less than One Million Dollars up to the price for which it sold, One Million Six Hundred Forty Thousand Six Hundred Eighty Nine Dollars (\$1,640,689.00). Now, we then filed a petition in Baldwin County for authority to sell that property at private sale for the payment of debts and division among the heirs. That was granted and in that connection the title was examined by McMillan and Caffey, as attorneys for the purchaser, the St. Regis Paper Company, and they, this property having been acquired in a number of tracts, pointed out certain objections to it. Commencing on the first Monday in February, which I believe was the 5th, down through the 13th day of March, 1951, my entire time was devoted to conferences with the administrators, the attorneys in Pensacola, with McMillan and Caffey and in contacting people to obtain affidavits and deeds necessary to meet the objections to the title. We secured approximately

thirty affidavits, some four deeds and when this authority to sell this tract of land was granted, we, of course, under relevant statutes, had the widow's dower set aside to her in both tracts. From that time we have filed this petition for partial settlement which, as you know, contains some thirty pages, and a large number of items. There have been a number of conferences between the administrators here, and with me, and between them and Mr. Brown in Pensacola. Now, considering the amount involved in this, and the work that has been done, what, in your opinion, is a proper attorney's fee to be paid to the two firms for all of the services rendered, to these administrators up to this date, including final settlement which will be hereafter made?

A. The fee I am fixing for services are for you and the Pensacola firm?

Q. Yes sir.

A. It is my understanding, am I correct, in the abstracts, you two firms had to go through that in a measure to observe the objections and to meet them?

Q. That is correct.

A. And the two firms prepared that prospectus which is a large book?

Q. It had a number of pages.

A. You attended to the matters of the sale, all the details leading up to that, and the confirmation of the sale?

Q. Yes sir.

A. And the estate is worth over a million dollars?

Q. One Million Seven Hundred Twenty-three Thousand Two Hundred Thirty-three Dollars and Three Cents (\$1,723,233.03), all of which was turned into cash with the exception of the Montgomery County property appraised at Forty Thousand Eight Hundred Dollars (\$40,800.00) and some personal property appraised at less than Six Hundred Dollars (\$600.00).

A. Your services necessitated visits to these counties?

Q. I made a number of trips and so did Mr. Brown.

A. I would say around Fifty Thousand Dollars (\$50,000.00).
That's all. I appreciate your coming.

Mr. W. D. Stapleton, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Judge W. D. Stapleton?

A. Yes sir.

Q. Mr. Stapleton, where do you live?

A. Bay Minette.

Q. How long have you resided here, all your life?

A. In Baldwin County all my life.

Q. What business are you now engaged in?

A. Real estate and insurance.

Q. How long have you been engaged in the real estate business?

A. Well, I've been dealing in it ever since I was grown. Made it a specialty the last twenty years.

Q. Are you familiar generally with the Crosby tract of land sold by the administrators to the St. Regis Paper Company which contained approximately nineteen thousand seven hundred (19,700) acres?

A. I know most of it. I've been over a good portion of it.

Q. Judge Stapleton, what, first, I will ask you this question. Are you familiar with the commissions charged by realtors, real estate agents, in connection with the sale of tracts of this kind?

A. Well, there isn't many tracts of this kind sold.

Q. Generally, on smaller tracts, do you not get approximately ten per cent on city property?

A. Five percent on city property and ten percent on country property.

Q. In a tract of land this large would your ten percent prevail, or would it be a matter of negotiation?

A. I would think it would be a matter of negotiation on a tract that big.

Q. For your information, this tract was sold by the administrators after sending out regular invitations to bid, for One Million Six Hundred Forty Thousand Six Hundred Eighty-nine Dollars

(\$1,640,689.00) cash. What, in your opinion, would be a proper charge, or would have been a proper charge, to have been paid to a realtor if that property had been listed with him for sale?

A. I would say two or two and one-half percent on a deal of that size.

Q. Two to two and one-half percent?

A. Yes sir.

That's all.

Mr. J. S. Lowrey, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Mr. J. S. Lowrey?

A. Yes sir.

Q. Mr. Lowrey, how long have you resided in Baldwin County?

A. Forty years.

Q. What business are you engaged in?

A. In the real estate business.

Q. How long have you been engaged in that business?

A. Since 1925.

Q. You have heard my questions to Mr. Stapleton and you are familiar with the tract of land that I referred to are you not?

A. Yes sir.

Q. You know the commissions charged by realtors in this section do you not?

A. Yes sir.

Q. What, Mr. Lowrey, in your opinion, would have been a fair charge to have been paid to a realtor or real estate agent if that tract of land had been listed with him for sale and had been sold by him?

A. I would say two and one-half percent.

Q. Two and one-half percent?

A. Yes sir.

Thank you sir.

Mr. W. V. McDermott, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Mr. William V. McDermott?

A. Yes sir.

Q. Mr. McDermott, are you a practicing attorney?

A. Yes sir.

Q. Where do you practice your profession?

A. City and County of Mobile.

Q. How long have you been engaged in the practice of law in Mobile?

A. Continuously since May 1, 1929, except for three and one-half years I was in the service.

Q. You are familiar generally with this Crosby estate, are you not?
I mean you have examined the court file?

A. No sir, not personally, Mr. Blackburn. You had the court file with you when you discussed the matter with me the other day. I think we went over the contents of the file without my personally examining it.

Q. For your information the amount involved in this estate in Alabama is One Million Seven Hundred Twenty-three Thousand Two Hundred Thirty-three Dollars and Three Cents (\$1,723,233.03).

A. Repeat those figures again, please sir.

Q. One Million, Seven Hundred Twenty-three Thousand, Two Hundred Thirty-three Dollars and Three Cents.

A. Yes sir.

Q. Now, Mr. Crosby, in his lifetime, was a resident of the State of Florida. He died intestate and subsequent to his death Mr. Berry and Mr. Crosby, a son-in-law and son of Mr. Crosby, were appointed administrators in Florida. After that there was an ancillary administration opened in Alabama. For your further information the Alabama assets of the estate amount to approximately seventy-two percent of the total. The firm of Watson and Brown in Pensacola were employed in connection with the matter and I was also employed. In April of last year we filed a petition for

authority for appointment of these gentlemen as administrators. I obtained the Probate Judge's approval of a proposition whereby the family was accepted on the bond so that the estate was saved the cost of the administrators' bond. After the administrators were appointed in Alabama we had a proceeding by which the administration of the estate was removed from the Probate Court to the Circuit Court in Equity because of the broader powers of the Court, knowing many complications would arise in this matter. After that, we filed a petition and secured authority from the court to carry on the business that the decedent carried on in his lifetime and also to sell personal property at private sale. Subsequent to that there was one other proceeding to sell personal property at private sale. Proceedings were granted on that. Subsequent to that we had a proceeding to sell at private sale a tract of real property situated in Escambia County, Alabama, which sold for Twenty-one Thousand Dollars (\$21,000.00). We secured the necessary decree and confirmation of that and also had the widow's dower ascertained and charged to her from the proceeds of the sale. The principal asset of the estate consisted of a tract of land in Baldwin County, Alabama, which amounted to approximately Nineteen Thousand Seven Hundred Acres. Now in the fall of last year the administrators and their attorneys prepared a lengthy written invitation for bids on that tract of land. That instrument so stated that the property would be conveyed without liability on the administrators or the heirs. That is to say, conveyance would not be by warranty deed. That notice or invitation to bid was sent out to some fifteen or twenty responsible people. As a result of that they received approximately six bids which ranged from less than a million dollars to the price for which the property sold, which was One Million Six Hundred Forty Thousand Six Hundred Eighty-nine Dollars (\$1,640,689.00. This property consisted largely of one big tract and a number of smaller tracts of property to block it in.

The firm of McMillan and Caffey in Brewton was employed by the purchasers to examine the title. They raised a number of defects, objections, in the title, which the sellers were required to cure by affidavits and the procurement of certain deeds. From the 5th day of February up to the 13th day of March, which was the day this transaction was finally closed, my entire time was devoted to this one thing. I had one trip to Montgomery, a number of trips to Brewton, half day and all day conferences with the attorneys there relative to these title objections, and in the preparation of the affidavits and securing deeds. Mr. Brown's firm did something in connection with that also. As a result the property was conveyed for this price. Subsequent to that we, of course, had the widow's dower set aside in the proceeds of that sale. Then the petition for partial settlement was filed, which, as you know, contains between twenty and thirty pages. We, of course, will, after this settlement, we will report, the administrators will report on this partial settlement. In the final report the administrators will finally settle this estate in Alabama. Shouldn't be too much after this partial settlement up to the final settlement. First, you are familiar with fees charged by attorneys for matters of that kind?

A. Yes sir.

Q. What, Mr. McDermott, before asking that, the services in connection with this matter also included numerous conferences with the administrators, the purchasers for these tracts of land, preparation of tax returns and things of that kind, what, in your opinion, would be a reasonable fee to be charged by the two firms representing these administrators, for all services that have been rendered in this proceeding?

A. Before answering that question let me ask this, wouldn't I understand also that there were certain petitions filed in this same connection, subsequent to taking out letters of ancillary administration?

A. Yes.

A. And one removal from the Probate Court to the Circuit Court?

Q. Then we had a petition for authority to carry on the business of growing timber and to protect it from fire and raise cattle which was what Mr. Crosby did in Alabama. Then, after that, a proceeding to sell personal property at private sale which was an advantage to the estate. Those decrees were granted permitting the administrators to sell this personal property at a substantial advantage to this estate. Then there was a petition and proceeding in connection with the sale of the Escambia County tract of land which sold for Twenty-one Thousand Dollars (\$21,000.00) and proceedings in connection with the big tract in Baldwin County which sold for One Million Six Hundred Forty Thousand Six Hundred Eighty-nine Dollars (\$1,640,689.00). We, of course, as I stated a moment ago, set over the dower to the widow out of the cash on confirmation of the sale and the other services as outlined.

A. Let me ask another question before answering. This way you contemplate completion? It includes contemplated services on final settlement of the estate in this Court?

Q. It does.

A. In my opinion, Mr. Blackburn, I would say not less than Fifty Thousand Dollars (\$50,000.00) which, if I have figured it correctly, is a fraction under three percent of the gross total of the receipts.

That's all, sir. Thank you Mr. McDermott.

Mr. Frank A. Crosby, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Mr. Frank A. Crosby?

A. Yes sir.

Q. Mr. Crosby, you are one of the two administrators of this estate, are you not?

A. Yes sir.

Q. Mr. Crosby, you have filed in this Court, you and Mr. Berry, the other administrator, an original and amended petition for partial settlement. Do those petitions correctly show the receipts and disbursements of you two gentlemen as administrators of this estate in Alabama?

A. Yes sir.

Q. Now, you were appointed as administrators in Alabama on April 3, 1950, were you not?

A. Yes sir.

Q. Subsequent to that date, about April 27th, you had this estate removed from the Probate Court to the Equity Court did you not?

A. That's right.

Q. More than six months have expired since letters of administration were issued in Alabama and all debts and obligations of the estate except final payment of the estate taxes to the United States, State of Alabama and the fees and charges of administration have been paid, have they not?

A. That is correct.

Q. There is no need for - (I will withdraw that). The reason you desire to make a partial settlement of this estate at this time is in order that the heirs and distributees can receive payment, that the fees and charges of administration can be paid, is it not?

A. That is correct.

Q. I will ask you if this estate also owns real and personal property situated in Escambia County, Florida?

A. Right.

Q. Mr. Crosby, is there sufficient cash in the Florida administration to pay the taxes and fees and charges of administration there without the necessity of selling some real or personal property?

A. I would say it is very doubtful.

Q. If that real or personal property were sold at this time in Florida, would not that in your opinion, be to the detriment of the estate?

A. Oh, yes.

Q. Then it is necessary for you to remove from this Alabama administration to the administration in Florida some money to be used for those purposes?

A. That is my opinion, yes sir.

Q. You gentlemen have given considerable time and thought to the money to be transferred have you not?

A. Yes.

Q. What, in your opinion is a reasonable amount to be transferred to the administrators in Florida?

A. Approximately One Hundred Eighty-five Thousand Dollars.

Q. Approximately One Hundred and Eighty-five Thousand Dollars?

A. Yes.

Q. I will ask you next if, in your opinion, a substantial amount should be held by you gentlemen as administrators for the purpose of paying taxes and other contingencies that may occur in Alabama between now and the final settlement of this estate?

A. Yes.

Q. Have you given time and study to what amount you should retain for that purpose?

A. Yes.

Q. What, in your opinion, Mr. Crosby, should be held for that purpose?

A. Approximately Sixty-nine Thousand Dollars.

Q. Sixty-nine Thousand or Sixty-nine Thousand Five Hundred?

A. Sixty-nine or Seventy Thousand, something to that order.

Q. The administrators of this estate sold a tract of land in Baldwin County consisting of nineteen thousand six hundred four and seventy-eight one hundredths acres (19,604.78) to the St. Regis Paper Company for One Million Six Hundred Forty Thousand Six Hundred Eighty-nine Dollars (\$1,640,689.00) did they not?

A. Yes.

Q. That was paid in cash?

A. Yes.

Q. I will ask you whether or not the greater part of that property consisted of timber land?

A. Practically all.

Q. The timber constituted a large part of the value of the property

did it not?

A. That is correct.

Q. From the time you gentlemen were appointed administrators of this estate in Alabama, up to the time that this property was sold on March 13th, that is, conveyed on March 13th, what did you gentlemen, as administrators of this estate, do in connection with the protection of this property from fire and trespassers?

A. We worked a considerable force of men, their supervision, continued the fire lines and patrolled it.

Q. How often were you gentlemen required to visit this property in order to supervise that crew of men?

A. Visited on the average of once a week.

Q. From the time you were appointed in early April, 1950, up to March 13, 1951?

A. Yes.

Q. You had this crew under your supervision?

A. Yes, that's right.

Q. In connection with the sale of this property, Mr. Crosby, what did you and Mr. Berry, as administrators, do in connection with the sale?

A. Well, we prepared data and searched the records in Bay Minette.

Q. How much traveling and so forth were you required to do in that connection?

A. Had a minimum of six trips to check the records and break down and analyze the holdings which were approximately twenty-five parcels.

Q. What did you do after that?

A. Prepared maps and abstracts, legal descriptions of the property, consulted with attorneys in preparation for requests of bids and legal descriptions.

Q. How much time did you spend in discussing the sale of this property with prospective purchasers?

A. The files show thirty-six individuals called at the office and discussed more or less lengthily with us during the time which the property was placed on the market, and before.

Q. About when did you place it on the market by sending out written invitations for bids?

A. In September.

Q. Of 1950?

A. Of 1950.

Q. In response to the invitations to bids approximately how many bids did you receive?

A. Seven.

Q. There was a wide range in the bids?

A. Considerable.

Q. Isn't it true there was a great variance between the high bid and the next high bid?

A. Well, yes.

Q. Have you made any record of the amount of time you have devoted to the sale of this property and in the protection of the property since you were appointed?

A. We have approximately, as near as we were able to.

Q. Suppose you state in your own terms just what you did and the time involved?

A. Do you wish me to break it down a little?

Q. Any way?

A. Well, as to the time, we did an average of six hours a week discussing with foremen, giving instructions and supervision in that way. Then, weekly inspection trips out of town and that took about four hours on an average and then individuals called at the office, and discussions with prospective purchasers which were thirty-six, average a total, we estimate, of approximately one hundred and twenty hours. Then, in connection with the people interested in purchasing, they wished to cruise the property and inspect it and this necessitated issuing twenty-seven keys and gate passes and letters authorizing passing or entrance in the property. The numerous consultations

with attorneys in the preparation of requests for bids. Then letters in connection with the submittals for bids to the individuals interested to which we sent invitations requests, twenty-four individuals or firms, we sent requests for bids to. Then, also time spent in there in receipts of bids, discussions with individuals after they submitted the bids they had with us, and the tabulation and comparisons of the data and bids received. Then, discussions with the attorneys and consummation of the sales agreements, two sales agreements and at this time there also was the problem of the right-of-way with the Alabama Power Company.

Q. Did the Alabama Power Company, you had conferences with the attorneys for the Power Company after you sent out invitations for bids?

A. That's right, considerable time was spent with the attorneys for the Power Company, and there was considerable time spent in connection with the affidavits, obtaining deeds and other natural curative data in connection with the closing of the transactions, themselves.

Q. All of those services resulted in substantial benefits to the estate?

A. That is my opinion.

Q. You didn't list this property for sale with a real estate agent or pay any real estate commission in connection with the sale?

A. No.

Q. You gentlemen asked that some reasonable amount be allowed to you as special or extraordinary services for the services which you rendered in connection with this sale of this property and caring for it, did you not?

A. That is correct.

Q. Mr. Crosby, are the heirs of your father, Lewis G. Crosby, correctly set out in this petition?

A. That is correct.

Q. Those heirs are your mother, Jessie B. Crosby, yourself, your sister, Miriam Crosby Berry, and a sister, Carolyn Crosby Thornton?

A. Yes.

Q. They are each over twenty-one years of age?

A. Yes.

Q. Reside in Pensacola?

A. Yes.

That's all.

THE COURT: May I ask a question? What do you consider reasonable remuneration for these special services, extraordinary services to this estate? You didn't name any figure and the Court would like to have your viewpoint of what you think you should have.

A. I would say somewhere in the neighborhood of nine or ten thousand dollars would be fair.

That's all.

Mr. P. E. Berry, having been first duly and legally sworn, testified as follows:

ON EXAMINATION

By Mr. Blackburn

Q. Are you Mr. P. E. Berry?

A. Yes.

Q. Mr. Berry, you are one of the two administrators of this estate are you not?

A. Yes.

Q. You have heard Mr. Crosby's testimony here and without going into all of the details I went into with him, the statements he made in connection with this entire matter are true?

A. I believe so.

Q. You have read over both of the petitions, the original petition for partial settlement and the amended petition for partial settlement which you filed?

A. I have.

Q. They correctly state the facts?

A. Yes.

Q. They correctly list all receipts and disbursements by you two gentlemen as administrators of this estate in Alabama?

A. Yes.

Q. The two of you are also action as administrators of this estate in Escambia County, Florida, are you not?

A. Yes.

Q. You are under bond there as such administrators?

A. We are.

That's all.

- - - - -

I, Ora S. Nelson, Court Reporter, 28th Judicial Circuit of Alabama, hereby certify that the above and foregoing is a true and correct copy of the testimony as taken on a hearing of said cause on April 11, 1951 and transcribed by me.

This 4th day of May, 1951.

Ora S. Nelson
Court Reporter

Montgomery, Alabama
February 1, 1951

Alice J. Duck, Register
Circuit Court of Baldwin County, In Equity
Bay Minette, Alabama

Re: APPRAISAL OF REAL ESTATE & PERSONAL PROPERTY -
ESTATE OF LEWIS G. CROSBY, DECEASED,
MONTGOMERY COUNTY, ALABAMA

Pursuant to your notice of January 11, 1951, we, the following appraisers appointed by the Circuit Court of Baldwin County, Alabama to appraise and value the following described real and personal properties owned by the Estate of Lewis G. Crosby, deceased, and situated in Montgomery County, Alabama, do submit to you our appraisal of the fair and reasonable value of the following properties:

Southwest Quarter of Southeast Quarter; and all of the
Southwest Quarter of Section 16;

East Half of Northeast Quarter of Section 20;

West Half of East Half; East Half of West Half; West Half of Northwest
Quarter, Section 21, all in Township 15 North, Range 18 East, subject,
however, to the following exceptions:

EXCEPTION NUMBER 1: A right-of-way 15 feet wide across the North end of
the Southwest Quarter of the Southeast Quarter of Section 16, Township
15 North, Range 18 East.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and
mineral rights in and to the Southwest Quarter of the Southeast Quarter
of Section 16; the West Half of the East Half and the Southeast Quarter
of the Southwest Quarter of Section 21, all in Township 15 North, Range
18 East was reserved in the deed from Susie T. Robinson, a widow, to
Carlis T. Lonnergan, dated October 26, 1940, recorded in Deed Book 221,
page 431, Montgomery County, Alabama Records, and is not conveyed hereby.

EXCEPTION NUMBER 3: This conveyance is also subject to all rights-of-
way of roads, railroads, telegraph, telephone, light, power or gas lines.

Southeast Quarter of Southeast Quarter of Section 16; East Half of East
Half of Section 21, all in Township 15 North, Range 18 East, together
with a right-of-way 15 feet wide from Narrow Lane Road to the Northwest
corner of the above described property over the land owned by C. T.
Lonnergan, said right-of-way to be as close to the Northern boundary line
of the said Lonnergan property as practically possible, subject, however,
to the following exceptions:

EXCEPTION NUMBER 1: Existing rights-of-way for roads, railroads, telephone,
telegraph, light, power or gas lines.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and
mineral rights, which were reserved in the deed from Susie T. Robinson to
Carlis T. Lonnergan, which deed is recorded in Deed Book 221, at page 431,
Montgomery County, Alabama Records.

It is our opinion that the fair and reasonable values of the real estate described above is as follows:

Approximately 330 acres of land, being a portion of the above described property, located North of Catoma Creek and fronting on Narrow Lane Road, a portion of this land is subject to overflow of Catoma Creek, said land being a distance of approximately 8 miles south of Montgomery, Alabama, including fencing and without improvements @ \$60.00 per acre \$19,800.00

IMPROVEMENTS

1 Dwelling House, four rooms and bath, frame with asbestos siding and composition roof, 80% completed	3,000.00
1 Tool House, metal clad, metal roof	150.00
1 Metal Barn, with metal roof, open on 1 side, dirt floor, except feed rooms	750.00
1 Watering Shed	100.00
1 Four room, frame dwelling, asbestos siding, composition roof, half bath.	2,000.00
1 Tenant House, frame, with paper siding, 2 rooms, front & rear porches, metal roof	900.00
1 Pump House, Well, and Motor	350.00

Approximately 550 acres of land of the above described real estate is situated South of Catoma Creek and separated from the front portion of the property by the said creek, and ingress and egress is only possible by "fording" the creek since there are no roads or bridges in use. Only about 150 acres of this land is open land and subject to cultivation or pasture; the remainder is low, wet, subject to overflow from Catoma Creek, with minor timber of poor growth and little value and no improvements, It is our opinion that the fair and reasonable market value of this property, including fencing would be 550 acres @ \$25.00 per acre. 13,750.00

Total Value of Land & Improvements \$40,800.00

It is our further opinion that a fair and reasonable market value of the following described personal property would be as follows:

1 Dairy Cow (Sue)	\$100.00
2 Mules	300.00
8 Straight Chairs	5.00
4 Small Tables	10.00
1 Rocking Chair	2.00
1 Table Radio	7.50
2 Wood Cooking Stoves	50.00
1 Lot of Misc. small cooking utensils & chinaware	10.00
1 Hay rake (Dismantled)	25.00
NO TRACTOR DRAWN MOWER FOUND	
1 Horse Drawn Mower	25.00

1 Owensborough Wagon with Team Harness.	75.00	
1 Horse Drawn Road Scraper (Wheelless).	5.00	
1 Horse Drawn Disc (#8 Disc)	40.00	
1 Anvil with stand	10.00	
1 Miscellaneous lot of hand tools	25.00	<u>689.50</u>

Total of All Real and Personal Properties	<u>\$41,489.50</u>
---	--------------------

You are further advised that it is our understanding that Lewis G. Crosby died in February, 1950, and the above values are fixed as of that date; that the said values in our opinion represent the cash value of both the real estate and personal properties as of the date of death of the said Lewis G. Crosby.

Respectfully submitted,

A. M. Mead
A. M. Mead

Gordon K. Meriwether
Gordon K. Meriwether

B. Frank Noble
B. Frank Noble

APPRAISERS

NOTICE OF PARTIAL SETTLEMENT

ESTATE OF	)	IN THE CIRCUIT COURT OF
LEWIS G. CROSBY, DECEASED.	)	BALDWIN COUNTY, ALABAMA
	)	IN EQUITY

TO JESSIE B. CROSBY, FRANK A. CROSBY, MIRIAM CROSBY BERRY AND CAROLYN CROSBY THORNTON, PENSACOLA, FLORIDA, AND ANY AND ALL OTHER PERSONS, FIRMS OR CORPORATIONS INTERESTED IN THE FOLLOWING PROCEEDING:

This day came P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, and filed in this Court their account and vouchers for a partial settlement of the said estate, and the 11th day of April, 1951 at ten o'clock A. M. having been appointed and set by the Court for examining, auditing and stating the same, notice is hereby given to all parties interested to appear on the said date and contest the same, if they think proper.

Dated on this the 21st day of March, 1951.

ALICE J. DUCK,
Register of the Circuit Court of
Baldwin County, Alabama, in Equity.

J. B. BLACKBURN,
Attorney.

The **BALDWIN**
Times
ALABAMA'S BEST COUNTY'S- BEST NEWSPAPER
BAY MINETTE, ALABAMA

COUNTY, ALABAMA.
ESTATE OF
LEWIS G. CROSBY, DECEASED.
Letters of Administration upon the
Estate of the said Decedent having been
granted to the undersigned on the 3rd
day of April, 1950 by the Honorable W.
R. Stuart, Judge of the Probate Court of
Baldwin County, Alabama, notice is here-
by given that all persons having claims
against the said estate will be required
to present the same within the time al-
lowed by law, or the same will be barred.
P. E. BERRY
FRANK A. CROSBY,
Administrators
J. B. BLACKBURN,
Attorney for Administrators.
11-3tc.

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA
BALDWIN COUNTY.

Jimmy Faulkner, being duly sworn, deposes and says
that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper pub-
lished at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Est. - Lewis G. Crosby, Dec.

COST STATEMENT

101 WORDS @ 3 1/2 cents — — — \$ 3.54

I hereby certify this is correct, due and unpaid (paid).

Jimmy Faulkner
Publisher.

Was published in said newspaper for 3 consecutive weeks in the following issues:

Date of 1st publication April 6, 19450 Vol. 61 No. 11

Date of 2nd publication April 13, 19450 Vol. 61 No. 12

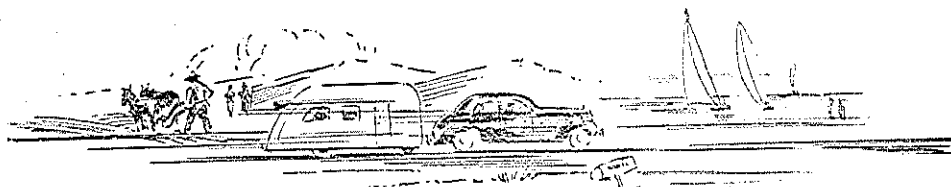
Date of 3rd publication April 20, 19450 Vol. 61 No. 13

Date of 4th publication _____, 194____ Vol. _____ No. _____

Subscribed and sworn before the undersigned this 22 day of Apr, 19450

Dorothy Martin
Notary Public, Baldwin County.

Jimmy Faulkner
Publisher.



Mead & Charles

"REALTORS"

LEASES — MANAGEMENT
SALES — LOANS

and

"INSURORS"

BUSINESS — HOMES
AUTO — BONDS

"OVER 50 YEARS CONTINUOUS SERVICE"

Montgomery, Alabama

A. M. MEAD

W. V. MARTIN

C. A. HARRIS, JR.

TELEPHONE

DIAL 8801

P. O. Box 686

Feb. 3, 1951.

Miss. Alice J. Duck,
Circuit Court,
Baldwin County,
Bay Minette, Ala.

Dear Miss. Duck: Re: Est. L. J. Crosby-Appraisal.

We enclose herewith original copy of appraisal report on the property described owned by the Crosby Estate in Montgomery County, Ala. Likewise enclosed is a statement for costs as approved by Mr. J. B. Blackburn, Attorney for the Estate.

We are forwarding a copy of this appraisal report direct to Mr. Blackburn.

The Appraisers advise this report would have been in sooner but for the fact the weather prevented a thorough inspection of the property.

Very truly yours,

MEAD & CHARLES,

by- *W. V. Martin*

Original & 2 copies report enclosed.



JIMMY FAULKNER
EDITOR AND PUBLISHER

the BALDWIN

ALABAMA'S BEST COUNTY'S-

Times BEST NEWSPAPER

BAY MINETTE, ALABAMA

Legal Notice

NOTICE OF PARTIAL SETTLEMENT
IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

IN EQUITY
ESTATE OF LEWIS G. CROSBY, De-
ceased.

TO JESSIE E. CROSBY, FRANK A.
CROSBY, MIRIAM CROSBY BERRY
AND CAROLYN CROSBY THORNTON,
PENSACOLA, FLORIDA, AND ANY
AND ALL OTHER PERSONS, FIRMS
OR CORPORATIONS INTERESTED IN
THE FOLLOWING PROCEEDING:
This day came P. E. Berry and Frank
Crosby, as Administrators of the Estate
of Lewis G. Crosby, Deceased, and filed
this Court their account and vouchers
for a partial settlement of the said estate,
and the 11th day of April, 1951 at ten
o'clock A. M. having been appointed and
by the Court for examining, auditing
and stating the same, notice is hereby
given to all parties interested to appear
on the said date and contest the same,
they think proper.

Dated on this the 21st day of March,
1951.

ALICE J. DUCK,
Register of the Circuit Court of
Baldwin County, Alabama, in
Equiv.
B. BLACKBURN,
Attorney.

9-31a.

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA.
BALDWIN COUNTY.

Jimmy Faulkner, being duly sworn, deposes and says
that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper pub-
lished at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Est. Lewis G. Crosby,
Dec.

COST STATEMENT

161 WORDS @ 3 1/2 cents — — — \$ 5 63

I hereby certify this is correct, due and unpaid (~~paid~~).

Publisher.

Was published in said newspaper for 3 consecutive weeks in the following issues:

Date of 1st publication Mar. 22, 1951 Vol. 62 No. 9

Date of 2nd publication Mar. 29, 1951 Vol. 62 No. 10

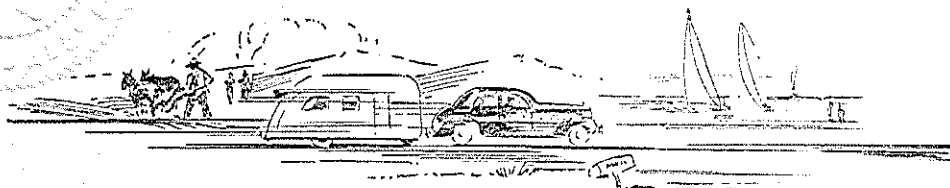
Date of 3rd publication April 5, 1951 Vol. 62 No. 11

Date of 4th publication _____, 194 Vol. _____ No. _____

Subscribed and sworn before the undersigned this 6 day of Apr., 1951

Dorothy Martin
Notary Public, Baldwin County.

Publisher.



The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT. (Equity)

TERM, 19

No. 2457

vs

Estate of
Lewis H. Crosby

BILL OF COSTS

REGISTER'S FEES:	@	AMOUNT	REGISTER'S FEE--Continued:	@	AMOUNT
1. Filing Bills or other paper.....	17	\$0.15	48. Each Certificate or Affidavit with Seal.....	.75	
2. Copy of Bill or other paper, 100 words.....	.20		49. Each Certificate or Affidavit without Seal.....	.50	
3. Docketing Cause.....	1.00	100	50. Each Notice not otherwise provided for.....	.75	300
4. Issuing Subpoena on Bills.....	.75		51. Entering Orders by the Register.....	.50	
5. Copies.....	.50		52. Recording Registration, Removal or Suggestion of Death of Trustee.....	.75	
6. Entering Return.....	.15		53. Entering each Certificate of Supreme Court.....	.50	
7. Order of Publication to Non-Residents.....	1.25	125	54. Transcript at .15 per 100 words.....		
8. Abstract for Publication, 100 words.....	.20		55. Certified Copy of Decree.....	6	1700
9. Attachment Writ.....	1.00		56. Recording Copy of Decree in Probate Court.....	.25	25
10. Injunction Writ.....	1.50		57. State Certificate.....	.50	
11. Copy.....	.50		58. Commission on Sales.....		
12. Entering Return.....	.15		2 cert copies appraised		400
13. Entering Appearance.....	.50	50	TOTAL REGISTER'S FEES.....		19930
14. Decree Pro Confesso.....	1.25		SHERIFF'S FEES:		
15. Appointing Guardian ad litem.....	1.25		1. Summoning on Bill, Each Defendant.....	\$1.50	
16. Issuing Commission to take Testimony.....	.75		2. Executing Writ of Injunction, or Ne Exeat, Each.....	1.50	
17. Receiving and Filing each pkg. of Testimony.....	.10	20	3. Executing Subpoena for Witnesses, Each.....	.65	
18. Endorsing ea. pkg. of Depositions published.....	.10	10	4. Executing Writs of Possession, Each.....	5.00	
19. Entering Order Submitting Cause for Decree.....	.50	50	5. Executing Scire Facias or Notice, Each.....	1.50	
20. Any Other Order.....	.25		6. Taking and Approving Bonds, Each.....	1.00	
21. Noting All Testimony.....	.50	50	7. Impaneling Jury.....	.75	
22. Abstract Docket each case.....	1.00	100	8. Collecting Execution for Costs Only, Each.....	1.50	
23. Entering Decree, 500 words or less.....	1.00	100	9. Sheriff's Commission.....		
24. Entering Decree, over 500 words for every 100 words over 500.....	.20	1280	TOTAL SHERIFF'S FEES.....		
25. Taking Account, Swearing Witnesses, etc., per day.....	3.00		SUMMARY OF FEES, COSTS AND JUDGMENT--		
26. Taking Testimony on Reference, 100 words.....	.15		Fees in Circuit Court:		
27. Report of 500 words or less.....	3.00		1. Register's Fees.....		19930
28. Report of over 500 words, for every 100 words over 500.....	.20		2. Ex-Register's Fees.....		
29. But when the amount claimed is less than \$500, and the Register is not required to pass upon any disputed item indebtedness, payment or credit Reference and Rept.....	2.00		3. Sheriff's Fees.....		
30. Issuing Subpoena, each Witness.....	.25		4. Ex-Sheriff's Fees.....		
31. Witness Certificate.....	.25		5. Witness Fees.....		300
32. Issuing Execution.....	.75		6. Commissioner's Fees.....		1500
33. Entering Return.....	.15		7. Guardian Ad litem.....		510
34. Taking and Approving Bond.....	1.00		8. Publisher's Fees.....		563
35. Making Complete Record, 100 words.....	.20	4580	9. Solicitor's Fees.....		
36. Hearing Application for Appointment of Receiver or Trustee.....	3.00		10. Court Reporter's Fees, Per Day or Fraction Thereof.....	5.00	500
37. Settlement with Receiver or Trustee.....	4.00		11. Trial Tax.....	3.00	800
38. Examining.....	615	9225	12. Recording in Probate.....		135
39. Examining Answer.....	3.00		13. Probate Court.....		1064
40. Taking Question and Answer and Recording Same in proceedings to perpetuate testimony, per 100 words.....	.25		14.		
41. For all other services relating to such proceedings.....	1.00		Fees and Costs in Inferior Court:		
42. Taking Testimony to relieve Minors of the disabilities of non-age.....	5.00		15. Clerk of Inferior Court, Fees.....		
43. For making each Deed to property sold.....	3.00		16. Sheriff's Fees.....		
44. Notices sent by mail to creditors.....	.15		17. Witness Fees.....		
45. Filing, receipting for and docketing ea. claim.....	.25		18.		
46. Entries on Subpoena Docket.....	.50		19.		
47. Entries on Commission Docket.....	.50		20. Total Fees and Costs in Inferior Court.....		
			21. Total Fees and Costs.....		
			22. Judgment.....		
			23.		
			24.		
			25. TOTAL FEES, COSTS AND JUDGMENT.....		24802

I certify that the within is a true and correct Bill of Costs in the within styled cause.

ATTEST: _____
Register Circuit Court, Baldwin County, Ala.

Received payment this _____ day of _____, 19_____.

ATTEST: _____
Register Circuit Court, Baldwin County, Ala.

No. _____	Page _____
THE STATE OF ALABAMA,	
BALDWIN COUNTY	
CIRCUIT COURT	
vs.	Plaintiff
Defendant	
EQUITY COST BILL	
Term, 19_____	
Fee Book _____	, Page _____
Plaintiff's Attorney.	
Defendant's Attorney.	
BOBB ROBERTS & SON, BIRMINGHAM	

ESTATE OF
LEWIS G. CROSBY, DECEASED.

)
)
)
)
)
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE ORDERING ORAL EXAMINATION OF WITNESSES

It is Ordered , Adjudged and Decreed that the testimony of the witnesses on behalf of Petitioners ~~in connection with the~~ partial settlement of this said estate be taken in open court at ten o'clock A. M. on this date in the manner provided by Equity Rule Number 56, as amended, reduced to writing and filed in this cause.

The witnesses whose testimony is to be so taken are as follows: P. E. Berry, Frank A. Crosby, H. M. Hall, Wm. V. McDermott, W. D. Stapleton and J. S. Lowrey.

ORDERED, ADJUDGED AND DECREED on this the 11th day of April, 1951.

Jefferson G. Maddalena, Jr.
Judge.

1 40.00 *

1 0.00 ✓

2 9.55 ✓

2 4.63 ✓

1 9.70 ✓

3.00 ✓

1 0.00 ✓

3.89 ✓

4.30 ✓

1.00 ✓

1,0 26.80 ✓

7.71 ✓

1,2 80.58 *

*

ESTATE OF
LEWIS G. CROSBY, DECEASED.

)
*
)
*
)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE ORDERING ORAL EXAMINATION OF WITNESSES

This cause coming on to be heard on this date is submitted on the petition of P. E. Berry and Frank A. Crosby, as Administrators of the estate of Lewis G. Crosby, Deceased, by consent of all parties interested herein and it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the testimony of the witnesses for the Petitioners, namely, J. F. Barnes, P. E. Berry and Frank A. Crosby, be taken in open court at two o'clock P. M. on this date and reduced to writing in the manner provided by Equity Rule Number 56, as amended.

ORDERED, ADJUDGED AND DECREED on this the 2nd day of March, 1951.

J. F. Barnes, Jr.
Judge.

REPAIR ORDER PARTS USED

DADDY'S GARAGE

Automobile Repairing, Gas, Oils

PHONE 37

Robertsdale, Ala.

No. 4965

Name Jack Downer Date 3-19-51

Address Chatswood, Ala. Phone No. _____

Speedometer Reading _____ Motor No. _____

Make and Model

License No. and State

When Wanted

Reo Truck

Instructions for Labor Operations

Amount

Turn up

2.00

Total for Labor Only

2.00

Gas and Oil

Total Parts

1.85

Accessories

Tires and Tubes

Tax

.04

Total Parts

TOTAL AMOUNT

3.89

It is understood that this company assumes no responsibility for loss or damage by theft or fire to vehicles or parts placed with them for storage or repair. I authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate on or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.

Authorized by

Jack Downer

Received by

Jerry

Date Delivered

3-19-51

Printing Co., Bay Minette, Ala.

PENSACOLA, FLORIDA

March 17, 1951

Received from Rube Downer,
Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
Three and 00/100 Dollars, \$ 3.00

in full payment for the following:

For services rendered as fence rider on Brock Tract from
March 10, through March 17, 1951; two days @ \$1.50/day.

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #503

Jack Downer for minor son
Rube Downer

PENSACOLA, FLORIDA

March 17, 1951

Received from Willie Edwards,
Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
Twenty and 00/100 Dollars, \$ 20.00

in full payment for the following:

Social S. tax 0.30
Net ---- \$ 19.70

For services rendered clearing property in Baldwin County
from March 10 through March 17, 1951; 50 hrs. @ 40¢/hr.

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #503

Willie Edwards

PENSACOLA, FLORIDA

March 17, 1951

Received from John Steele,
Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
Ten and 00/100 Dollars, \$ 10.00

in full payment for the following:

For services rendered as caretaker at Goulding pens and in
clearing property in Baldwin County, from March 10, through
March 17, 1951; one week at \$10.00/wk.

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #503

John Steele
Mark

PENSACOLA, FLORIDA

March 17, 1951

Received from Jack Downer,
Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
One Hundred Forty and 00/100 Dollars, \$ 140.00

in full payment for the following: For services rendered as Superintendent of Brock
Tract and Lonergan Farm for the month of March, 1951 and
including one month termination pay.

PENSACOLA, FLORIDA

March 17, 1951

Received from Jack Downer,
Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
One Hundred Forty and 00/100 Dollars, \$ 140.00

in full payment for the following: For services rendered as Superintendent of Brock
Tract and Lonergan Farm for the month of March, 1951 and
including one month termination pay.

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #504

Jack Downer

Morrison's Cafeteria
Montgomery Ala.

Pensacola, Florida,

3/23/

1950

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of
L. G. Crosby, deceased, the sum of Four \$100 ³⁰ 4/30
in full payment for the following: Inspection trip to Montgomery Co.

Ala. property.

Payment of said amount is hereby acknowledged as having been paid to the under-
signed in money.

ck#510

MORRISON'S CAFETERIA

F. M. Crosby

PENSACOLA, FLORIDA

March 17, 1951

Fate Cullman,
Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
Ten and 00/100 Dollars, \$ 10.00

in full payment for the following:

For services rendered as caretaker at Lonergan Farm from
March 10 through March 17, 1951; one week at \$10.00/wk.

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #503

Fate Cullman
Mark

PENSACOLA, FLORIDA

March 17, 1951

H. J. Enfinger,
Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
Thirty and 00/100 Dollars, \$ 30.00

in full payment for the following:

Social S. tax 0.45
Net ----- \$ 29.55

For services rendered clearing fire lines on Brock Tract
from March 10 through March 17, 1951; 60 hrs. @ 50¢/hr.

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #503

H. J. Enfinger

PENSACOLA, FLORIDA

Mar. 17, 1951

L. E. Kelly,
Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
Twenty-five and 00/100 Dollars, \$ 25.00

in full payment for the following:

Social S. tax 0.37
Net ----- \$ 24.63

For services rendered clearing fire lines on Brock Tract
from Mar. 10 through March 17, 1951; 50 hrs. @ 50¢/hr.

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #503

L. E. Kelly

Morrisons Cafeteria
Montgomery Ala.

Pensacola, Florida,

3/23/1951

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of

L. G. Crosby, deceased, the sum of

in full payment for the following:

Four \$100.00
30 1/30
100

BALDWIN

County



Electric Membership Corporation

ROBERTSDALE, ALABAMA

PHONE 21
ALA. 20 BALDWIN

April 6, 1951

L. G. Crosby Estate
Box 186
Pensacola, Florida

Gentlemen:

The following is a final statement for consumption of electric power for L. G. Crosby Estate accounts:

# 1	\$ 4.80
# 2	12.73
# 3	5.18
	<u>\$ 22.71</u>

Less three
deposits @ \$5.00 \$ 15.00

Balance due \$ 7.71

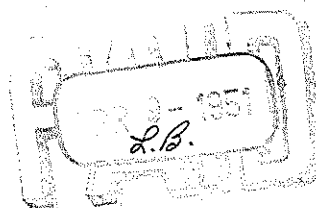
Regarding the fourth account mentioned in our telephone conversation, our records show that this deposit was applied to the final bill as of June 30, 1950.

Very truly yours,

BALDWIN COUNTY ELECTRIC MEMBERSHIP CORP.

A. M. Reed

A. M. REED
Manager



IN THE PROBATE COURT OF BALDWIN COUNTY,
STATE OF ALABAMA.

In Re: Estate of)
)
LEWIS G. CROSBY, also known)
as L. G. Crosby,)
)
Deceased.)

TO THE HONORABLE RAMSEY STUART, JUDGE OF THE PROBATE COURT OF
BALDWIN COUNTY, ALABAMA:

The petition of Frank A. Crosby and P. E. Berry, as administrators of the estate of Lewis G. Crosby, also known as L. G. Crosby, deceased, under appointment of the County Judge's Court of Escambia County, State of Florida, respectfully shows unto the court as follows:

1. That Lewis G. Crosby, also known as L. G. Crosby, died intestate in Escambia County, Florida, on February 27th, 1950, leaving assets consisting of both real estate and personal property in the State of Alabama; that for many years prior to and at the time of his death, the said decedent was a citizen and resident of Escambia County, Florida.

2. That your petitioner, Frank A. Crosby, is a resident of the County of San Francisco, in the State of California, and his post office address in San Francisco, California, is No. 1731 37th Avenue; that he is now temporarily residing in the State of Florida, and his post office address and place of residence in the State of Florida, is No. 801 North 12th Avenue, in Pensacola, Florida.

That your petitioner, P. E. Berry, is a citizen and resident of Escambia County, Florida, and his place of residence and post office address is No. 1125 North 13th Avenue, in Pensacola, Florida.

3. That the said Lewis G. Crosby, also known as L. G. Crosby, deceased, left surviving him as his sole and only heirs at law, the following named persons whose places of residence are as herein set fo

Jessie B. Crosby, his widow, who resides in Pensacola, Florida, and whose post office address is No. 801 North 12th Avenue, in said City;

Frank A. Crosby, who, as above set forth, is a resident of San Francisco, California, and whose place of residence and post office address is No. 1731 37th Avenue, in San Francisco, California;

Miriam Crosby Berry, who is a resident of the City of Pensacola, Florida, and whose place of residence and post office address in said City, is No. 1125 North 13th Avenue;

Carolyn Crosby Thornton, who is a resident of the City of Pensacola, Florida, and whose place of residence and post office address in said City is No. 801-1/2 North 12th Avenue.

That the said Jessie B. Crosby is the widow and the said Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, are the children of said decedent, and they are all over the age of twenty-one years; that the said decedent did not leave surviving him any father or mother, and did not leave surviving him any other child or children than the ones above named, and did not leave surviving him any descendants of any deceased child or children, or any heirs other than his widow and three children above named.

4. That your petitioners have heretofore been duly and legally appointed by the County Judge's Court of Escambia County, Florida, which court they allege is a court of competent jurisdiction, and authority, in the State of Florida, and authorized by the laws of said State to appoint administrators of the estates of decedents dying intestate in said State; that they have qualified and are now legally acting as administrators of the estate of said decedent in the State of Florida, as will more fully appear from certified copy of letters of administration issued to them by said County Judge's Court of Escambia County, Florida, certified in accordance with the acts of Congress of the United States of America, hereto attached, marked Exhibit "A", and by reference thereto made and prayed to be taken as a part hereof, as fully as if herein set forth.

5. The said Lewis G. Crosby, also known as L. G. Crosby, deceased, at the time of his death, owned certain real estate and personal property and deposits of money in banks in the State of Alabama, as follows:

(a) Certain real estate located in Baldwin County, Alabama, and certain personal property consisting of trucks, tractors, and other automotive equipment and farming machinery and equipment, located in Baldwin County, Alabama, assessed for 1949 taxes as having a value of \$56,020.00.

(b) Certain real estate located in Escambia County, Alabama, assessed for 1949 taxes as having a value of \$2,100.00.

(c) Deposit in the First National Bank of Montgomery, Alabama, of \$1471.43.

The personal property owned by the said Decedent and situated in the State of Alabama is valued at \$12,000.00, and not probably more. The real property owned by the said Decedent and situated in the State of Alabama has an annual rental value of \$3,000.00, and not probably more.

6. That the said Jessie B. Crosby, as the widow of said decedent is entitled to preference in appointment as administrator of the estate of said decedent; that said Jessie B. Crosby has, by written instrument executed by her and hereto attached, marked Exhibit "B", and by reference thereto made a part hereof as fully as if herein set forth, waived and relinquished her right to be appointed administrator of the estate of said decedent; that your petitioner, Frank A. Crosby, in his individual right, and the said Miriam Crosby Berry and the said Carolyn Crosby Thornton, being all children of said decedent, were related to said decedent in the same degree of kindred, and under the provisions of Title 61, Paragraph 83 of the Code of Alabama of 1940, as amended, the

said Frank A. Crosby is entitled to preference in appointment as administrator of the estate of said decedent, over the said Miriam Crosby Berry and the said Carolyn Crosby Thornton; your petitioners allege, however, that the said Miriam Crosby Berry and the said Carolyn Crosby Thornton have, by written instrument executed by them and hereto attached, marked Exhibit "C", and by reference thereto made and prayed to be taken as a part hereof as fully as if herein set forth, waived and relinquished their right to be appointed administrators of the estate of said decedent, and the said Miriam Crosby Berry, as shown by said waiver and relinquishment executed by her, has requested that any right she might have to be appointed administrator of the estate of said decedent, be granted to her husband, P. E. Berry, in her right.

WHEREFORE, petitioners pray that the court will consider this petition and evidence offered in support hereof, and will appoint them as administrators of the estate of Lewis G. Crosby, also known as L. G. Crosby, deceased, in the State of Alabama, and will fix the amount of bond and the conditions thereof which they will be required to file in this court to qualify as administrators of the estate of said decedent in accordance with the laws of the State of Alabama; and, as in duty bound, petitioners will ever pray.

Frank A. Crosby

P. E. Berry

Petitioners

J. B. Blackburn
Attorneys for Petitioners

STATE OF Alabama)
COUNTY OF Baldwin)

Before the undersigned authority this day personally came and appeared Frank A. Crosby and P. E. Berry, who, being by me first duly sworn, on oath say they are the petitioners named in and filing the

foregoing petition, and that the matters and things therein set forth are true.

Frank C. Crosby
F. E. Perry

Sworn to and subscribed before me
this 3rd day of April, 1950.

J. B. Blalock
Notary Public.

In Court of County Judge,

Escambia County,

State of Florida

ESTATE OF

Lewis G. Crosby, also known as
L. G. Crosby,

Deceased

To All to Whom These Presents Shall Come, Greeting:

Whereas, Lewis G. Crosby, also known as L. G. Crosby, deceased
late of Escambia County, Florida, died intestate, having while he lived
and at the time of his death an estate consisting of various assets located in the State of
Florida; and,

Whereas, I, the undersigned County Judge, appointed Frank A. Crosby and P. E.
Berry as administrators of the
estate of said deceased on the 3rd day of March, 19 50.

Now Therefore, I, Harvey E. Page, County Judge
in and for the County aforesaid, desiring that the estate of said deceased may be well and truly
administered according to law, do hereby grant unto Frank A. Crosby and P. E. Berry
as administrators
of the estate of said deceased full power to administer the assets of said estate; to ask, demand, sue
for, recover and receive the same, and to pay the debts of said estate as far as the assets will extend
and otherwise administer the estate according to law as said administrators have ~~has~~ given
bond and security and taken oath and performed all necessary acts required by law and by the
orders of this Court, to qualify them as administrators of said estate, letters of
administration are therefore issued to them as an evidence of their authority under the
laws of the State of Florida and the orders of this Court to act as administrators of the
estate of said deceased.

In Testimony Whereof, the undersigned County Judge has hereunto signed his name and
affixed his seal of office this 3d day of March, 19 50, at
Pensacola, Florida.

EXHIBIT A

(SEAL) /s/ Harvey E. Page

County Judge.

I, ALMA WARD, Clerk of the County Judge's Court in and for Escambia County, Florida, hereby certify the foregoing to be a true, correct and complete copy of the Letters of Administration issued to Frank A. Crosby and P. E. Berry as Administrators of the estate of Lewis G. Crosby, also known as L. G. Crosby, deceased as the same appears from the original papers on file and of record in this Court; I further certify that said Letters have not been avoided, revoked or annulled and that the same are still in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of County Judge's Court, this the 29th day of March, A. D., 1950.

Alma Ward
CLERK OF THE COUNTY JUDGE'S COURT
ESCAMBIA COUNTY, FLORIDA.

MAYES' FORM P. C. 404

In the County Judge's Court

Escambia County,

State of Florida

ESTATE OF

**Lewis G. Crosby, also known as
L. G. Crosby,**

Deceased

**Letters of
Administration**

Filed 3rd day of March, 1950

Recorded in Book 12-21, page 18

**/s/ Harvey E. Page.
County Judge.**

Mayes Printing Co., Pensacola, Fla. 103263

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

I, ALMA B. WARD, Clerk of the County Judge's Court of

Escambia County, State of Florida, do hereby certify that the

foregoing is a true and correct copy of the Letters of Administra-

tion issued by the County Judge's Court of Escambia County, Florida,

on March 3rd, 1950, to Frank A. Crosby and P. E. Berry as admin-

istrators of the estate of Lewis G. Crosby, also known as L. G.

Crosby, deceased, as appears from the original of said Letters of

Administration on file in the Office of the County Judge's Court

of Escambia County, Florida, and recorded in Administration Record

Book 12-91 of the records of said Court.

Witness my hand and seal of said County Judge's Court of

Escambia County, Florida, this March 30th, 1950.

Alma B. Ward
Clerk of the County Judge's Court
of Escambia County, Florida.

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

I, HARVEY E. PAGE, County Judge of Escambia County, Florida,

do hereby certify that Alma B. Ward, the person signing the foregoing

certificate, was on March 3rd, 1950, and continuously thereafter

down to and including the date hereof, the duly elected, qualified

and acting Clerk of the County Judge's Court of Escambia County,

Florida, and that said Court at all of the times aforesaid has been

and still is a court of record, and the court having jurisdiction and

authority of probate matters in the County of Escambia, State of

Florida; I further certify that the seal of the County Judge's Court

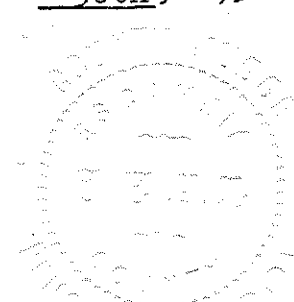
of Escambia County, Florida, affixed to the foregoing certificate of

said Alma B. Ward, as Clerk of the County Judge's Court of Escambia

County, Florida, was on March 3rd, 1950, and continuously thereafter
down to and including the date hereof, and at the time of the affixing

of said seal to the said certificate of said Clerk, has been the official seal of said County Judge's Court of Escambia County, Florida, and I do hereby further certify that the foregoing attestation by said Alma B. Ward as Clerk of the County Judge's Court of Escambia County, Florida, is in due form.

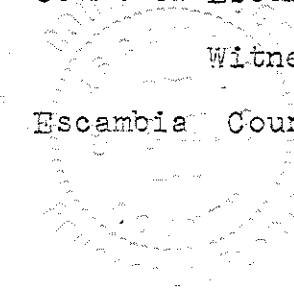
Witness my hand as Judge of said County Judge's Court of Escambia County, Florida, and the seal of said Court on this March 30th, 1950.


Harvey E. Page
As Judge of the County Judge's Court
of Escambia County, Florida.

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

I, ALMA B. WARD, Clerk of the County Judge's Court of Escambia County, Florida, do hereby certify that Honorable Harvey E. Page, the person signing and executing the foregoing certificate, was on the date of the execution of said certificate by him, and still is the duly elected, qualified and acting County Judge of Escambia County, Florida, and that said Court was on March 3rd, 1950, and continuously thereafter down to and including the date hereof, a court of record; and I do further certify that the seal affixed to the foregoing certificate executed by me as Clerk of said Court, and the seal affixed to the foregoing certificate executed by Honorable Harvey E. Page as County Judge of Escambia County, Florida, was, on March 3rd, 1950, and continuously thereafter, down to and including the date hereof, the official seal of said County Judge's Court of Escambia County, Florida.

Witness my hand and seal of said County Judge's Court of Escambia County, Florida, this March 30th, 1950.


Alma B. Ward
Clerk of the County Judge's Court of
Escambia County, Florida.

IN THE PROBATE COURT OF BALDWIN COUNTY,
STATE OF ALABAMA.

In Re: Estate of

LEWIS G. CROSBY, also known as
L. G. CROSBY,

Deceased.

TO THE HONORABLE RAMSEY STUART, JUDGE OF THE PROBATE COURT OF
BALDWIN COUNTY, STATE OF ALABAMA:

The undersigned, Jessie B. Crosby, widow of Lewis G. Crosby, also known as L. G. Crosby, deceased, who was a citizen and resident of Escambia County, State of Florida, and who died intestate in Escambia County, Florida, on February 27th, 1950, hereby declares in writing that she waives and renounces her right to be appointed administrator of the estate of said decedent in the State of Alabama, and requests this declaration of renunciation to be filed and recorded as required by law in the office of the Judge of Probate of Baldwin County, Alabama, and she requests and consents that the Probate Court of Baldwin County, Alabama, appoint Frank A. Crosby and P. E. Berry as administrators of the estate of said above named decedent.

IN TESTIMONY WHEREOF, the undersigned has executed this waiver and renunciation on this 30th day of March, 1950.

Jessie B. Crosby

Executed in our Presence:

P. E. Berry

Frank A. Crosby

STATE OF FLORIDA)

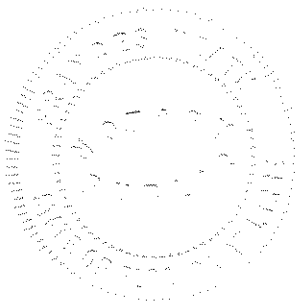
COUNTY OF ESCAMBIA)

Before the undersigned authority this day personally came and appeared Jessie B. Crosby, to me well known and known to me to be the

EXHIBIT B

individual of that name described in and who executed the foregoing waiver and renouncement of her right to act as administratrix of the estate of Lewis G. Crosby, also known as L. G. Crosby, deceased, in the State of Alabama, and acknowledged to me that being fully informed of the contents thereof, she executed the same voluntarily and for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 30th day of March, 1950.



Frances Heath
Notary Public, State of Florida at
large.
My Commission Expires: Apr 2-1953

IN THE PROBATE COURT OF BALDWIN COUNTY,
STATE OF ALABAMA.

In Re: Estate of)
)
)
LEWIS G. CROSBY, also known as)
L. G. CROSBY,)
)
Deceased.)

TO THE HONORABLE RAMSEY STEUART, JUDGE OF THE PROBATE COURT OF
BALDWIN COUNTY, STATE OF ALABAMA:

0
x
The undersigned, Miriam Crosby Berry and Carolyn Crosby
Thornton, being children of Lewis G. Crosby, also known as L. G.
Crosby, deceased, who was a citizen and resident of Escambia County,
Florida, and who died intestate in Escambia County, Florida, on Febru-
ary 27th, 1950, do hereby jointly and severally waive and relinquish
our right to be appointed administratrix of the estate of said dece-
dent in the State of Alabama, and request this declaration of renoun-
ciation to be filed and recorded as required by law, in the office
of the Judge of Probate of Baldwin County, Alabama; and we hereby
consent and request that the Probate Court of Baldwin County, Alabama,
appoint Frank A. Crosby and P. E. Berry as administrators of the estat
of said above named decedent.

Executed in our Presence:

P. E. Berry
Francis Heath

Miriam Crosby Berry
Carolyn Crosby Thornton

STATE OF FLORIDA)
 :
COUNTY OF ESCAMBIA)

Before the undersigned authority this day personally came
and appeared Miriam Crosby Berry and Carolyn Crosby Thornton, to me
well known and known to me to be the individuals named in and who
executed the foregoing waiver and renouncement of their right to act

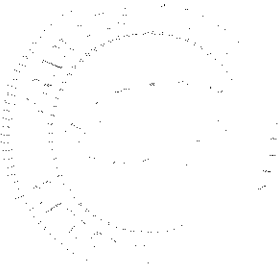
as administratrix of the estate of Lewis G. Crosby, also known as L. Crosby, deceased, in the State of Alabama, and acknowledged to me that being fully informed of the contents thereof, they executed the same voluntarily and for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this 30th day of March, 1950.

Frances Heath

Notary Public, State of Florida at large.

My Commission Expires: Apr 2-1953



In the Matter of the Estate of)
LEWIS G. CROSBY, also known as)
L. G. CROSBY,)

Deceased.)

KNOW ALL MEN BY THESE PRESENTS: That we, Frank A. Crosby
and P. E. Berry, as principals, and Jessie B. Crosby, and
Miriam Crosby Berry and Carolyn Crosby Thornton

Signed and Sealed this 39 day of April, 1950.

The condition of the foregoing obligation is such that whereas the above named Frank A. Crosby and P. E. Berry have been duly appointed by the Probate Court of Baldwin County, Alabama, as administrators of the estate of Lewis G. Crosby, also known as L. G. Crosby, deceased, conditioned on their furnishing and filing in said court in the matter of said estate this bond; NOW, THEREFORE, if the said Frank A. Crosby and P. E. Berry, as administrators of the estate of said above named decedent shall well and truly perform all the duties which are or may be required of them as such administrators of

the estate of the above named decedent, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Taken and approved on this
the 3rd of April, 1950.

W. R. Stuart
Judge of Probate.

Frank A. Crosby (SEAL)

P. E. Berry (SEAL)

Jessie B. Crosby (SEAL)

Miriam Crosby Berry (SEAL)

Carolyn Crosby Thornton (SEAL)

STATE OF Alabama)
COUNTY OF Baldwin)

Before the undersigned authority this day personally came
and appeared Jessie B. Crosby, Miriam Crosby Berry and
Carolyn Crosby Thornton

who being by me duly sworn, on oath say that they are the persons
who, as sureties, executed the foregoing bond of Frank A. Crosby
and P. E. Berry, as administrators of the estate of Lewis G. Crosby,
also known as L. G. Crosby, deceased, in the penal sum of \$ 42,000.⁰⁰ ;
and they each respectively make oath that they are worth the amount
of the penalty of said bond in real estate and tangible personal pro-
perty in the State of Alabama, over and above all of their just debts
and legal exemptions.

Jessie B. Crosby
Miriam Crosby Berry
Carolyn Crosby Thornton

Sworn to and subscribed before
me this 1st day of April, 1950.

J. B. Blackburn
Notary Public, State of Alabama
St. Leger

THE STATE OF ALABAMA)
:
BALDWIN COUNTY)


COURT OF PROBATE

In the Matter of the Estate of)
)
)
LEWIS G. CROSBY, also known as)
L. G. CROSBY,)
)
Deceased.)

The petition of Frank A. Crosby and P. E. Berry for appointment as administrators of the estate of Lewis G. Crosby, also known as L. G. Crosby, deceased, coming on to be heard before the undersigned Judge; and it appearing from said petition and exhibits attached thereto that the said above named decedent at the time of his death was a citizen and resident of Escambia County, Florida, and died intestate in Escambia County, Florida, on February 27th, 1950, and that the County Judge's Court of Escambia County, Florida, which is a court of competent jurisdiction and authority in the State of Florida, authorized by the laws of said State to appoint administrators of the estates of decedents dying intestate in said State, has appointed said Frank A. Crosby and P. E. Berry as administrators of the estate of said decedent in the State of Florida; and it further appearing from said petition and exhibits filed therewith and made a part thereof that Jessie B. Crosby, the widow of said decedent, and Miriam Crosby Berry and Carolyn Crosby Thornton, the children of said decedent, have all waived and renounced their right to be appointed administrators of the estate of said decedent, and have requested this court to appoint Frank A. Crosby and P. E. Berry as administrators of the estate of said decedent; and it further appearing from the petition of said Frank A. Crosby and P. E. Berry that they estimate the value of the real estate and personal property of the estate of said decedent in the State of Alabama to be the sum of \$42,000⁰⁰; therefore, it is ORDERED, ADJUDGED AND DECREED that the said Frank A. Crosby and P. E. Berry are entitled, under the laws of the State of Alabama, to be

appointed administrators of the estate of said Lewis G. Crosby, also known as L. G. Crosby, deceased, in the State of Alabama, upon their giving bond as such administrators in the sum of \$42,000⁰⁰, with at least two sufficient sureties or a sufficient surety guaranty or surety company, payable to and to be approved by the Judge of Probate of Baldwin County, Alabama, said bond to be conditioned that said Frank A. Crosby and P. E. Berry as administrators of the estate of said above named decedent shall well and truly perform all the duties which are or may be required of them as such administrators.

DONE, ORDERED, ADJUDGED AND DECREED at Bay Minette, in Baldwin County, Alabama, this 3d day of April, 1950.



Judge of Probate of Baldwin County,
Alabama.

THE STATE OF ALABAMA

County

I, _____, Judge of Probate in and for said
County and State, hereby certify that the within and foregoing is a true, correct and complete copy of the Letters
of Administration issued to _____

as Administrator of the estate of _____
deceased, as same appears of record in my office.

Given under my hand and seal of office, this the _____ day of _____, 19____

Judge of Probate.

The State of Alabama

County.

PROBATE COURT

ESTATE OF

Deceased.

Administrator

Letters of Administration

THE STATE OF ALABAMA, Baldwin COUNTY

PROBATE COURT

LETTERS OF ADMINISTRATION

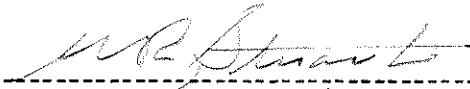
On the estate of Lewis G. Crosby, also known as L.G. Crosby, deceased,

are hereby granted to Frank A. Crosby and P.E. Berry

who has duly qualified and given bond as such Administrator, and is authorized to administer such estate.

Witness my hand, and dated this 3rd day of April, A.D., 1950.

Code 1923—5743.


Judge of Probate.

April 5, 1951

St. Regis Paper Company,
Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
One Thousand twenty-six and 80/100 Dollars, \$ 1026.80

Prorated 1950/51 State and County taxes on property sold in Baldwin County, Ala. on March 13, 1951, based on taxes for year 1949/50 of \$2285.22 . 164/365 of \$2285.22. Taxes from Oct. 1, 1950 to March 13, 1951, inclusive.

5K. Regis Paper Company
by ~~James~~ and Harrell, Attorneys
J. Harrell

March 27, 1951

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
One and 00/100 Dollars, \$ 1.00

Electricity consumed on property held by estate, Lonergan Farm, Acct. #8186-14800, Feb. 12 to Mar. 12, 1951, \$1.00

Alabama Power Co.
By - Evelyn Dyke

Frank A. Crosby & P. E. Berry.

PENSACOLA, FLORIDA

4/11/

1951

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of

Forty-two thousand seven hundred sixty-nine and 42/100 \$ 42,769.42
in full payment for the following: statutory fee allowed us by order
of Circuit Court of Baldwin Co. Alabama, dated
April 11-1951

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Frank A. Crosby
P. E. Berry.

Frank A. Crosby & P. E. Berry.

PENSACOLA, FLORIDA

4/11/

1951

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of

Ten thousand \$ 10,000.00

in full payment for the following:

Additional compensation allowed
us by order of Circuit Court of Baldwin Co. Alabama
by order of April 11-1951

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Frank A. Crosby
P. E. Berry.

To Frank A. Crosby & P. E. Berry
as administrators of the estate of L. G. Crosby
under the laws of Florida

PENSACOLA, FLORIDA

4/11/

1951

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of

One Hundred eighty-five thousand \$ 185,000.00

in full payment for the following:

amount received under authority of order
of Circuit Court of Baldwin Co. Alabama, dated
April 11-1951. for reserve for taxes etc.

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Frank A. Crosby & P. E. Berry.
as administrators of the estate
of L. G. Crosby, under the laws of Florida.

PENSACOLA, FLORIDA

April 5, 1951

St. Regis Paper Company,

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
One Thousand twenty-six and 80/100 Dollars, \$ 1026.80

in full payment for the following:

Prorated 1950/51 State and County taxes on property sold in Baldwin County, Ala. on March 13, 1951, based on taxes for year 1949/50 of \$2285.22 . 164/365 of \$2285.22. Taxes from Oct. 1, 1950 to March 13, 1951, inclusive.

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #532

*St. Regis Paper Company
by J. and Harrell, Attorneys
J. Harrell*

PENSACOLA, FLORIDA

March 27, 1951

Alabama Power Company,

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of
One and 00/100 Dollars, \$ 1.00

in full payment for the following:

Electricity consumed on property held by estate, Lonergan Farm, Acct. #8186-14800, Feb. 12 to Mar. 12, 1951, \$1.00

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #516

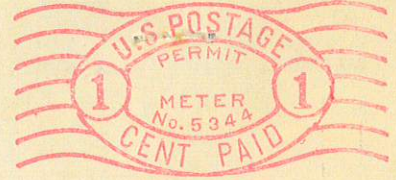
*Alabama Power Co.
By - Evelyn Ryke*

ALABAMA POWER COMPANY



METER READINGS			METER CONSTANT	SERVICE PERIOD	
PRESENT	PREVIOUS	FROM		TO	
4 2 6 2	4 2 6 2	1	FEB-12	MAR-12	
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> REDDY KILOWATT WORKED THESE HOURS FOR YOU LAST MONTH </div>				<div style="border: 1px solid black; padding: 10px; text-align: center;"> 1 ↓ </div>	
100 WATTS CAPACITY	RATE	KILOWATT HOURS USED			AMOUNT OF YOUR BILL THIS MONTH	DUE DATE
	E 7		1 0 0	MAR-23-51	

DELINQUENT IF NOT PAID WITHIN TEN DAYS FROM DUE DATE
 RATE SCHEDULES ARE AVAILABLE AT OUR LOCAL OFFICES. WE WILL BE
 PLEASED TO EXPLAIN THE APPLICATION OF THESE RATES UPON REQUEST.



L G CROSBY
BOX 186
PENSACOLA FLA

3186
14800

07.00

0347

4828-51

Alabama Power Company

Daddy's Garage
Robertsdale, Ala

Pensacola, Florida,

Mar 19, 1950

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of Three + Eighty Nine \$ 3 189 in full payment for the following:

Work on New Truck #3

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

ck#510

Jerry J. Haskins

PENSACOLA, FLORIDA

April 7, 1951

Baldwin County Electric Membership Corp.,

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of

Seven and 71/100 Dollars, \$ 7.71

in full payment for the following: Final bill for electricity consumed on estate property in Baldwin County, Ala.

Total of final bills, #1, #2, #3	\$22.71
Less deposit on three meters	<u>15.00</u>
Net -----	\$ <u>7.71</u>

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

Check #542

L. Brett

Alice J. Duck Register
Bald Co - Ala. Circuit Court.

PENSACOLA, FLORIDA

4/11, 1951

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of

Two Hundred - forty - Eight & 00/100 \$ 248.00

in full payment for the following:

Court Costs on partial settlement

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

ck#544

Alice J. Duck
Register

J. B. Blackburn
Nelson & Brown.

PENSACOLA, FLORIDA

4/11, 1951

Received from Frank A. Crosby and P. E. Berry as administrators of the estate of L. G. Crosby, deceased, the sum of

Fifty - thousand \$ 50,000.00

in full payment for the following:

attorney fees in full on
estate in probate

J. B. Blackburn
Watson & Brown.

PENSACOLA, FLORIDA

4/11/

1951

Received from Frank A. Crosby and P. E. Perry as administrators of the estate of L. G. Crosby, deceased, the sum of

Fifty-thousand \$ 50,000⁰⁰

in full payment for the following:

Attorney fees in full on
estate in Alabama

Payment of said amount is hereby acknowledged as having been paid to the undersigned in money.

ck # 545 - 25,000⁰⁰
546 - 25,000⁰⁰

J. B. Blackburn
Watson & Brown
By L. G. Brown - member of firm

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

This cause coming on to be heard on this date is submitted for a decree fully and finally settling this estate on the verified petition of P. E. Berry and Frank A. Crosby, as administrators of this said estate, to which petition is attached the waiver of notice and consent of Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, who are the heirs and all of the heirs of the said decedent, that this said estate be settled without an accounting, without notice and by consent in the manner provided by Title 61, Section 301 of the Code of Alabama, as amended; upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

2. P. E. Berry and Frank A. Crosby, as administrators of this said estate, and the sureties on their bond as such administrators shall be and each of them are hereby fully and completely relieved of and discharged from all other and further liability because of the administration of this said estate.

ORDERED, ADJUDGED AND DECREED on this the 23 day of
March, 1962.

FILED

MAR 23 1962

ALICE J. DUCK, CLERK
REGISTER

ESTATE OF

LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

DECREE SETTING DATE FOR HEARING OF PETITION
FOR PARTIAL SETTLEMENT.

This cause coming on to be heard on this date is submitted on the petition, account and vouchers of P. E. Berry and Frank A. Crosby, as Administrators of this said estate, for a partial settlement of their administration of the said estate, upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. The Petition for Partial Settlement filed in this cause on this date by P. E. Berry and Frank A. Crosby, as Administrators of this said estate, shall be and it is hereby set for hearing at ten o'clock A. M. on April 11, 1951 at the courthouse in Bay Minette, Alabama.

2. The Register of this Court shall give notice of the filing of the said Petition for Partial Settlement and of the date set for hearing same by publication in the Baldwin Times, a newspaper published at Bay Minette in Baldwin County, Alabama, for three successive weeks, the first publication of which said notice shall be made in the issue of the said paper to be published on March 22, 1951.

3. The Register of this Court shall also give ten days notice of the filing of the said Petition for Partial Settlement and of the date set for hearing same to the heirs of the said Decedent, namely, Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, and to Jessie B. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, the sureties on the Administrators' bond heretofore filed in this cause.

ORDERED, ADJUDGED AND DECREED on this the 21st day of March, 1951.

Julius J. Maduburn, Jr.
Judge.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

)
)
)
)
)
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE ON PARTIAL SETTLEMENT

This cause coming on again to be heard on this date is submitted for a decree partially settling this estate upon the original Petition for Partial Settlement filed in this cause on March 21, 1951 by P. E. Berry and Frank A. Crosby, as Administrators of this said estate; the decree of this Court made and entered on March 21, 1951 setting this date for hearing of the said Petition for Partial Settlement and prescribing the form of notice to be given in connection therewith; proof of publication of the notice of the date set for partial settlement of this estate; acceptance of service and waiver of notice of Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton in connection with the filing of the Petition for Partial Settlement; the amended Petition for Partial Settlement filed by the said Administrators on this date; the acceptance of service and waiver of notice of Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton in connection with the filing of the amended Petition for Partial Settlement filed in this cause on this date; the decree of this Court ordering the testimony of the witnesses for Petitioners to be taken orally in the manner provided by Equity Rule Number 56, as amended; the testimony of P. E. Berry and Frank A. Crosby, as Administrators of this said estate, and the witnesses offered by them, all of which was taken in open court, as provided by Equity Rule Number 56, as amended, upon consideration of all of which, the Court finds as follows:

A. The Petition for Partial Settlement filed in this cause on March 21, 1951 by the Administrators of this said estate and the amended petition filed in this cause on this date by the said Administrators contain a full and correct account of all receipts and disbursements of the said Administrators in Alabama from the time of their appointment in Alabama up to this date.

The said Administrators are chargeable on this settlement

with the following:

Cash receipts from sale of real property, \$1,646,939.00

Bank and meter deposits to credit of
decedent at time of death and proceeds
from sale of personal property 20,774.03

Total cash receipts \$1,667,713.03

In addition to the above cash receipts, the said Administrators are chargeable with the following:

Principal balance on purchase money
mortgage from Atmore Truckers Association 14,750.00

Personal property described in appraisal
of Montgomery County, Alabama property
heretofore filed in this cause, appraised
at 689.50

(The said personal property has been removed by the Administrators to Escambia County, Florida.)

The said Administrators are entitled to credit for all disbursements heretofore made by them, amounting to \$1,033,314.61, all of which are allowable.

The remaining cash balance to be accounted for by the said Administrators on this settlement is \$634,398.42.

B. The parties entitled to share in the assets of this said estate are properly set forth in the Petition for Partial Settlement, as amended.

The personal assets of the said estate, for which the said Administrators are accountable on this settlement, shall, after the deduction of the necessary fees and charges of administration, be divided equally among Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton.

The proceeds from the sale of real property, for which the said Administrators are accountable on this settlement, shall, after deduction of the necessary fees and charges of administration, be divided equally among Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton.

C. Notice of the filing of the Petition for Partial Settlement was given at the request of the said Administrators in the manner and for the purposes provided by Title 61, Section 315 of the 1940 Code of Alabama, and was published once a week for three

(3) successive weeks in the Baldwin Times, a newspaper published at Bay Minette in Baldwin County, Alabama, which notice appeared in the issues of said paper published on March 22nd, March 29th and April 5, 1951.

Notice of the filing of the original and amended Petitions for Partial Settlement was waived by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, the said parties being all of the heirs of the said Decedent, Lewis G. Crosby.

D. It is necessary that the said Administrators retain a part of the cash assets of this estate in Alabama for the purpose of paying additional estate taxes and any other expenses which may accrue between the date of this partial settlement and the date of the final settlement of this estate, a reasonable sum for which said purpose is \$69,500.00.

E. P. E. Berry and Frank A. Crosby, as Administrators of this said estate, are also acting as Administrators of this said estate in Escambia County, Florida, and it is necessary that a part of the cash assets of this estate in Alabama be transferred by the said Administrators in Alabama to the said Administrators in the State of Florida, in order that the said fund can be used in paying taxes and fees and charges of administration, so that real and personal property belonging to this estate and situated in Florida will not have to be sacrificed to raise cash for these purposes and that the sum of \$185,000.00 is a reasonable amount to be transferred for these purposes.

F. The actions of the said Administrators in removing the personal property in Montgomery County, Alabama, which was appraised at \$689.50, to Escambia County, Florida where it can be stored and managed at less expense to the said estate, is proper and should be confirmed.

G. The purchase money mortgage from the Atmore Truckers Association to the said Administrators, on which the principal balance now amounts to \$14,750.00, should be transferred to Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton to apply

on their distributive shares in this estate.

H. The Administrators of this said estate are entitled to the following statutory commissions:

2½% on receipts from sale of personal property	518.60
2½% on disbursements of amount received from sale of personal property	518.60
Commissions on sale of real property	200.00
Commissions on disbursements of proceeds from sale of real property	<u>41,532.22</u>
Total statutory commissions	\$42,769.42

I. The said Administrators have rendered special or extraordinary services to this estate in protecting the tract of land in Baldwin County, Alabama, which was sold to the St. Regis Paper Company for \$1,640,689.00, and in selling the said property without payment of any real estate commissions therefor, and for other special services as shown by the evidence produced on the hearing of this cause, and are entitled as compensation for the said special or extraordinary services to a sum greatly in excess of \$10,000.00, but in view of their testimony, the sum of \$10,000.00 is determined to be reasonable compensation to be paid to the Administrators of this said estate for the said special or extraordinary services so rendered by them.

J. The sum of \$50,000.00 is a reasonable sum to be allowed the attorneys for the said Administrators for the services rendered in connection with the administration of this estate, including final settlement thereof.

K. Part of the cash assets of this estate are personal property or proceeds from the sale of personal property and must be distributed as such, making it necessary that it be determined what proportion the said personal property bears to the total cash assets. The total cash assets amount to \$1,667,713.03 and the personal cash assets amount to \$20,774.03, which is 1.24% of the total cash assets.

The total disbursements up to the date of this settlement, as shown by the amended Petition for Partial Settlement filed herein, not including the amounts paid to the widow for her dower interest, amount to \$479,417.95. The sum of \$69,500.00 will be held

by the said Administrators as a reserve for taxes and other expenses in Alabama; \$185,000.00 will be transferred to the Administrators of this estate in Florida; the court costs incurred in this proceeding amount to \$248.02 and the attorneys' fees fixed herein amount to \$50,000.00, making a total of \$784,165.97. 1.24% of this amount should be charged against the said personal cash assets, which amounts to \$9,723.65. After deducting the said sum of \$9,723.65 and the Administrators' commissions of \$1,037.20 on the said personal assets, the said Administrators will have remaining of the said personal assets the sum of \$9,983.18 for distribution on this settlement, which amount shall be divided equally among Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton.

L. The remaining averments of the original and amended Petitions for Partial Settlement are true and the Petitioners are entitled to the relief prayed for therein:

WHEREFORE, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. The account contained in the original and amended Petitions for Partial Settlement filed in this cause shall be and it is hereby in all respects passed and allowed as stated. P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, and the sureties on their bond, as such Administrators, are allowed credit for all funds and assets disbursed, as shown by the said original and amended Petitions for Partial Settlement.

2. The sum of \$69,500.00 having been determined to be a reasonable amount to be held by the said Administrators for the payment of taxes and other expenses which may hereafter accrue in connection with the administration of this estate in Alabama, the said Administrators are authorized, empowered, instructed and directed to hold the said sum to be used for the said purposes. Any part of the said sum which remains after paying the said charges shall, without further order of this Court, be divided equally among Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton.

3. The amount of \$185,000.00 having been determined to be a reasonable amount to be paid by the Administrators of this said estate in Alabama to the Administrators of this said estate in Florida, the said Administrators are hereby authorized, empowered, instructed and directed to pay to P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, in Escambia County, Florida, take their receipt therefor and file it in this cause.

4. The action of the said Administrators in removing the personal property heretofore situated in Montgomery County, Alabama to Escambia County, Florida, which said property was appraised at \$689.50, is in all respects ratified and fully confirmed. The said Administrators shall take a receipt for the said property from the said Administrators in the State of Florida and file the said receipt in this cause.

5. The said sum of \$42,769.42 is hereby fixed and allowed to the said Administrators as the statutory commissions to which they are due for the services rendered by them, as said Administrators in the State of Alabama, through and including final settlement of this estate. The said Administrators are authorized, empowered and directed to pay to themselves the said sum of \$42,769.42, take a proper receipt therefor and file it in this cause.

6. The said Administrators are authorized, empowered and directed to pay to themselves the sum of \$10,000.00, which is hereby allowed to them as compensation for special and extraordinary services rendered by them to this said estate in connection with protecting and selling the tract of land belonging to this estate and situated in Baldwin County, Alabama. The said Administrators shall take a receipt for the said payment and file it in this cause.

7. The said Administrators are authorized, empowered, instructed and directed to pay the court costs incurred in this proceeding, amounting to \$248.02, take a receipt therefor and file it in this cause.

8. The said Administrators are hereby authorized, empowered, instructed and directed to pay to Watson and Brown and J. B. Blackburn the sum of \$50,000.00, which is hereby fixed and allowed as attorneys' fees for the services rendered by the said attorneys to the Administrators of this estate through and including final settlement hereof. The said Administrators shall take a receipt for the said payment and file it in this cause.

9. The said Administrators are hereby authorized, empowered, instructed and directed to pay to Jessie B. Crosby the sum of \$2503.30, to Frank A. Crosby the sum of \$2503.29, to Miriam Crosby Berry the sum of \$2503.29 and to Carolyn Crosby Thornton the sum of \$2503.30 to apply on their distributive shares in this said estate, which amount is in full settlement of their distributive shares for the personalty included in this estate. The said Administrators shall take receipts from the said parties for the said payments and file them in this cause.

10. The Administrators of this estate are hereby authorized, empowered, instructed and directed to transfer, set over and assign to Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton the purchase money mortgage from the Atmore Truckers Association to the said Administrators, on which the principal balance on this date is \$14,750.00, to apply on the distributive shares of the said parties. The said Administrators shall take a receipt for the said mortgage and file the same in this cause.

11. The said Administrators are hereby authorized, empowered, instructed and directed to pay to Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton the sum of \$88,965.93 for each of them to apply on their distributive shares in this said estate on this partial settlement, which said amounts represent a distribution of the remaining proceeds from the sale of real property. The said Administrators shall take receipts from the said parties for the said payments and file them in this cause.

12. Jessie B. Crosby, the widow, having been paid her full dower interest and her distributive share in the personal assets of

this estate, shall not be entitled to any part of the said sum of \$69,500.00 which may remain in possession of the said Administrators after payment of taxes and other charges of this estate in Alabama.

13. Upon payment of the amounts provided for in this decree, the said Administrators, P. E. Berry and Frank A. Crosby, and the sureties on their bond shall be and they are hereby relieved of and discharged from all other and further liability, as Administrators of this said estate, except as to the said sum of \$69,500.00 which they are authorized to retain, as provided in this decree.

14. The said Administrators having requested that notice of this partial settlement be given in the same manner as required by law in cases of final settlement of estates for the purpose of affording them the protection provided by Title 61, Section 315 of the 1940 Code of Alabama, and such notice having been so given, this decree is final and conclusive as to all matters of receipts and disbursements and other transactions and matters shown herein and as to all fees and compensations fixed and allowed herein, and any appeal from this decree must be taken in the manner and within the time provided for taking appeals from decrees finally settling estates.

15. Jurisdiction of this cause is reserved for the purpose of making other and further orders or decrees as may be or become necessary and proper in the premises.

ORDERED, ADJUDGED AND DECREED on this the 11th day of April, 1951.

Jeffrey J. Madaleno, Jr.
Judge.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

DECREE AUTHORIZING ADMINISTRATORS TO
CARRY ON BUSINESS AND SELL LIVESTOCK
AT PRIVATE SALE.

This cause coming on to be heard on this date is submitted on the petition filed in this cause by P. E. Berry and Frank A. Crosby, as Administrators of this said estate, from which it appears that the Decedent, at the time of his death, owned livestock situated in Baldwin County, Alabama, Escambia County, Alabama and Montgomery County, Alabama and was engaged in raising livestock for market; that some of the said livestock are ready for sale and others will be ready for sale at later dates and it is necessary that the said Administrators be authorized to carry on the livestock business during the administration of the estate and that they be authorized and empowered to sell livestock at private sale or sales, for cash, or on such terms as they consider proper. It further appears from the said petition that the said Decedent, at the time of his death, engaged in growing timber on a large tract of land owned by him and situated in Baldwin County, Alabama and that in connection with growing the said timber the Decedent employed various people to protect the said timber by keeping fire out of and trespassers off of the said property; that the said timber now constitutes an asset of the said estate and in order that it can be protected from fire and trespassers and conserved for the benefit of those interested in this estate, it is necessary that the said Administrators be authorized to carry on the business of growing timber and be authorized to employ such help as they may consider necessary and proper and pay the said employees for their services such amounts as the said Administrators may consider to be necessary and proper, all of which is to the best interest of this said estate and all persons interested therein.

It further appears that the only persons interested in

this estate are Jessie E. Crosby, the widow of the said Decedent; Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, children of the said Decedent, all of whom are over twenty-one years of age and of sound mind and that all of the said parties have waived notice of the filing of the said petition and of the date set for hearing same and have consented and agreed that a decree be rendered in accordance with the prayer of the said petition, upon consideration of all of which it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. P. E. Berry and Frank A. Crosby, as Administrators of this said estate, shall be and they are hereby fully and completely authorized and empowered to carry on the business of raising live stock for market in Baldwin County, Alabama, in Escambia County, Alabama and in Montgomery County, Alabama and that they be authorized to employ such help as may be necessary in connection with the said business and fix and pay to those employed by them in such business such compensation as they consider necessary and proper.

2. P. E. Berry and Frank A. Crosby, as Administrators of this said estate, shall be and they are hereby authorized and empowered to sell livestock at private sale or sales, for cash, or on such terms as they consider proper.

3. P. E. Berry and Frank A. Crosby, as Administrators of this said estate, are authorized and empowered to carry on the business of growing timber on the real property owned by the Decedent in Baldwin County, Alabama and in connection with the said business they are further authorized and empowered to employ such help as may be necessary in the said business and to pay to the said help so employed by them such compensation as they consider necessary and proper.

4. Jurisdiction of this cause is reserved for such other and further orders and decrees as may become necessary and proper.

ORDERED, ADJUDGED AND DECREED on this the 25th day of May, 1950.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY.

DECREE REMOVING ADMINISTRATION

This cause coming on to be heard on this date is submitted on the petition of P. E. Berry and Frank A. Crosby, Administrators of this said estate, to remove the administration of this estate from the Probate Court of Baldwin County, Alabama to the Circuit Court of Baldwin County, Alabama, Sitting in Equity, upon consideration of which it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. The administration of this estate shall be and it is hereby removed from the Probate Court of Baldwin County, Alabama to the Circuit Court of Baldwin County, Alabama, Sitting in Equity.

2. The Register of this Court shall forthwith file a certified copy of this decree with the Judge of the Probate Court of Baldwin County, Alabama.

ORDERED, ADJUDGED AND DECREED on this the 27th day of April, 1950.

J. Fair J. Mashburn
Judge.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

This cause coming on again to be heard on this date is submitted on the petition of P. E. Berry and Frank A. Crosby, as Administrators of this said estate, which has been filed in this Court on this date, from which it appears that the Decedent at the time of his death owned various articles of farm equipment and other personal property situated in Alabama, in addition to the livestock which the said Administrators were authorized to sell by a former decree of this Court; that the said property should be sold for division among the heirs of the said Decedent. It further appears from the said petition that the said personal property can be sold by Petitioners, as said Administrators, at private sale for cash to the best interest of this estate and that attached to the said petition and made a part thereof is the consent of Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, who are all of the heirs of the said Decedent, over twenty-one years of age and of sound mind, in which they waive notice of the filing of the petition and of the date set for hearing same and consent and agree that the prayer of the said petition be granted; upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. P. E. Berry and Frank A. Crosby, as Administrators of this said estate, shall be and they are hereby fully authorized to sell all personal property belonging to this said estate and situated in the State of Alabama at private sale or sales, for cash, at such time and in such manner as they consider proper.

2. This decree has been consented to by all parties interested in this estate.

ORDERED, ADJUDGED AND DECREED on this the 5th day of
October, 1950.

ESTATE OF) IN THE CIRCUIT COURT OF
LEWIS G. CROSBY, DECEASED.)
* BALDWIN COUNTY, ALABAMA
*
) IN EQUITY

DECREE AUTHORIZING SALE OF REAL PROPERTY
AT PRIVATE SALE

This cause coming on to be heard on this date is submitted on the sworn petition of P. E. Berry and Frank A. Crosby, as Administrators of this said estate, for a decree authorizing them, as such Administrators, to sell the real property hereinafter described at private sale, upon consideration of all of which, the Court is of the opinion and finds as follows:

A. The only persons interested in this proceeding are Jessie B. Crosby, widow of the said Decedent; Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, children of the said Decedent, each of which said parties is over twenty-one years of age and of sound mind; that they have, by written instrument attached to and made a part of the said petition, waived notice of the filing thereof and of the date set for hearing same and have consented and agreed that a decree be rendered in accordance with the prayer of the said petition.

B. Jessie B. Crosby, widow of the said Decedent, has, by written instrument attached to and made a part of the said petition, consented that her dower interest in the said property be sold, but reserves to herself the right to have her dower interest ascertained and paid to her in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

C. The personal property belonging to this said estate is not sufficient to pay its debts and obligations and it is necessary that the real property described in the said petition be sold for this purpose.

D. The allegations of the said sworn petition are true and the said Petitioners are entitled to the relief prayed for therein.

WHEREFORE, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. The sworn petition filed in this cause on this date by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, be and it is hereby granted and the said Administrators are hereby directed to sell complete title, including dower interest of the widow, Jessie B. Crosby, in and to the following described real property belonging to the said estate and situated in Escambia County, Alabama, to-wit:

Lots One (1), Two (2), Three (3), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Seven (7), all being in the Ninth Sub-division of the Town of Atmore in the State of Alabama; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

at private sale to Atmore Truckers Association, a Cooperative Marketing Association, for the total sum of Twenty-one Thousand Dollars (\$21,000.00), Fifty-two Hundred Fifty Dollars (\$5250.00) of which shall be paid to the said Administrators at the time of the execution and delivery of the said deed and the balance of Fifteen Thousand Seven Hundred Fifty Dollars (\$15,750.00) is to be secured by a purchase money mortgage on the said property from the said purchaser to the said Administrators, which said indebtedness shall be paid at the rate of One Hundred Seventy-five Dollars (\$175.00) per month with interest thereon at the rate of five percent (5%) per annum, which said monthly payments shall include payments on both principal and interest; at the end of each six months period the amount paid during the preceding six months period shall be applied first to interest and the balance shall then be credited to the principal balance of the purchase price of the said property and the interest then charged on the balance of the said purchase price for the next six months, which method of semi-annual interest reduction shall be continued until full payment of the balance of the purchase price with interest.

2. The said Administrators are hereby authorized, empowered, instructed and directed to make and execute proper con-

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veyance of the above described property to the said purchaser, the Atmore Truckers Association, a Cooperative Marketing Association, which deed shall be delivered to the said purchaser upon payment by it to the said Administrators of the said sum of \$5250.00 and upon execution and delivery to them by the said purchaser of the purchase money mortgage described above and payable as above provided.


3. After delivery of the said deed, the said Administrators shall report their actions to this Court for confirmation.

4. The Register of this Court shall, within thirty days from the rendition of this decree, file a certified copy hereof for record in the office of the Judge of Probate of Escambia County, Alabama and tax the cost of such recording as a part of the costs of this proceeding.

5. Jurisdiction of this cause is reserved for such other and further action as may be necessary and proper in the premises, including ascertainment of the value of the dower interest of Jessie B. Crosby in and to the said property.

ORDERED, ADJUDGED AND DECREED on this the 9th day of November, 1950.

Jeffrey J. Madlbum, Jr.
Judge.

Copy sent to Escambia County

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I, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama,
in Equity, do hereby certify that the above and foregoing instrument is a true
and correct copy of the _____ rendered by the Judge of the Circuit
Court in the above styled cause and same is on file and recorded in my office.

Witness my hand and seal this _____ DAY of _____ 19__.

Register of the Circuit Court.

ESTATE OF	)	IN THE CIRCUIT COURT OF
	*	
LEWIS G. CROSBY, DECEASED.	)	BALDWIN COUNTY, ALABAMA
	*	
	)	IN EQUITY

DECREE APPOINTING APPRAISERS

This cause coming on again to be heard on this date is submitted on the petition of P. E. Berry and Frank A. Crosby, as Administrators of this said estate, by their attorney, from which it appears that it is necessary that appraisers be appointed to appraise and value the following described property belonging to the said estate and situated in Montgomery County, Alabama, to-wit:

Southwest Quarter of Southeast Quarter; and all of the Southwest Quarter of Section 16;

East Half of Northeast Quarter of Section 20;

West Half of East Half; East Half of West Half; West Half of Northwest Quarter, Section 21, all in Township 15 North, Range 18 East, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: A right-of-way 15 feet wide across the North end of the Southwest Quarter of the Southeast Quarter of Section 16, Township 15 North, Range 18 East.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights in and to the Southwest Quarter of the Southeast Quarter of Section 16; the West Half of the East Half and the Southeast Quarter of the Southwest Quarter of Section 21, all in Township 15 North, Range 18 East was reserved in the deed from Susie T. Robinson, a widow, to Carlis T. Lonnergan, dated October 26, 1940, recorded in Deed Book 221, page 431, Montgomery County, Alabama Records, and is not conveyed hereby.

EXCEPTION NUMBER 3: This conveyance is also subject to all rights-of-way of roads, railroads, telegraph, telephone, light, power or gas lines.

It further appears to the Court that G. K. Meriweather, First National Bank Building, Montgomery, Alabama; Frank Noble, C/o E. B. Joseph Co., Montgomery, Alabama, and A. M. Mead, First National Bank Building, Montgomery, Alabama, are qualified in all respects to act as such appraisers and are not interested in this proceeding in any way; upon consideration of all of which, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. The said G. K. Meriweather, First National Bank Building, Montgomery, Alabama; Frank Noble, C/o E. B. Joseph Co.,

Montgomery, Alabama, and A. M. Mead, First National Bank Building, Montgomery, Alabama, shall be and they are hereby appointed appraisers to appraise and value the above described property belonging to this said estate, which is situated in Montgomery County, Alabama.

2. The Register of this Court shall immediately notify the said parties of their appointment as such appraisers and instruct them to make their appraisal and file their report in this cause as soon as possible.

ORDERED, ADJUDGED AND DECREED on this the 3rd day of January, 1951.

Jeffair J. Masliburn Jr.
Judge.

ESTATE OF) IN THE CIRCUIT COURT OF
LEWIS G. CROSBY, DECEASED.) BALDWIN COUNTY, ALABAMA
) IN EQUITY

DECREE CONFIRMING SALE OF REAL PROPERTY
SITUATED IN ESCAMBIA COUNTY, ALABAMA.

This cause coming on again to be heard on this date is submitted on the petition of P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, from which it appears that pursuant to the authority vested in them by virtue of the decree rendered in this cause on November 9, 1950, they, as said administrators, have sold the property situated in Escambia County, Alabama and described as follows, to-wit:

Lots One (1), Two (2), Three (3), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Seven (7), all being in the Ninth Subdivision of the Town of Atmore in the State of Alabama, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

at private sale to the Atmore Truckers Association, a Cooperative Marketing Association, for the total sum of Twenty-one Thousand Dollars (\$21,000.00), Fifty-two Hundred Fifty Dollars (\$5250.00) of which was paid in cash and the balance of Fifteen Thousand, Seven Hundred Fifty Dollars (\$15,750.00) of which was secured by a purchase money mortgage on the said property. It further appears that Jessie B. Crosby, Miriam Crosby Berry, Frank A. Crosby and Carolyn Crosby Thornton, being all of the heirs of the said decedent and all of the persons interested in this estate, have waived notice of the petition for confirmation and have consented and agreed that the said sale be confirmed, upon consideration of all of which, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. The sale and conveyance by Petitioners, as Administrators of this said estate, to Atmore Truckers Association, a Cooperative Marketing Association, of the above described property for the total sum of \$21,000.00, \$5250.00 of which has been paid in cash and \$15,750.00 of which is secured by a purchase money mortgage on the said property made by the said purchaser and payable to

P. E. Berry and Frank A. Crosby, as Administrators of this said estate, shall be and it is hereby in all respects ratified and fully confirmed.

2. The Register of this court shall file a certified copy of this decree for record in the office of the Judge of Probate of Escambia County, Alabama and tax the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 2nd day of January, 1951.

Julius J. Mosley, Jr.
Judge.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

DECREE APPOINTING APPRAISERS.

This cause coming on again to be heard on this date is submitted on the petition of P. E. Berry and Frank A. Crosby, as Administrators of this said estate, by their attorney, from which it appears that it is necessary that appraisers be appointed to appraise and value the following described property belonging to the said estate and situated in Montgomery County, Alabama, to-wit:

Southwest Quarter of Southeast Quarter; and all of the Southwest Quarter of Section 16;

East Half of Northeast Quarter of Section 20;

West Half of East Half; East Half of West Half; West Half of Northwest Quarter, Section 21, all in Township 15 North, Range 18 East, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: A right-of-way 15 feet wide across the North end of the Southwest Quarter of the Southeast Quarter of Section 16, Township 15 North, Range 18 East.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights in and to the Southwest Quarter of the Southeast Quarter of Section 16; the West Half of the East Half and the Southeast Quarter of the Southwest Quarter of Section 21, all in Township 15 North, Range 18 East was reserved in the deed from Susie T. Robinson, a widow, to Carlis T. Lonnergan, dated October 26, 1940, recorded in Deed Book 221, at page 431, Montgomery County, Alabama Records, and is not conveyed hereby.

EXCEPTION NUMBER 3: This conveyance is also subject to all rights-of-way of roads, railroads, telegraph, telephone, light, power or gas lines.

Southeast Quarter of Southeast Quarter of Section 16; East Half of East Half of Section 21, all in Township 15 North, Range 18 East, together with a right-of-way 15 feet wide from Narrow Lane Road to the Northwest corner of the above described property over the land owned by C. T. Lonnergan, said right-of-way to be as close to the Northern boundary line of the said Lonnergan property as practically possible, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: Existing rights-of-way for roads, railroads, telephone, telegraph, light, power or gas lines.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights, which were reserved in the deed from Susie T. Robinson to Carlis T. Lonnergan, which deed is recorded in Deed Book 221, at page 431, Montgomery County, Alabama Records.

Also the following described personal property:

Dairy cows
2 - Mules
10- Straight chairs
5 - Small tables
1 - Chair (rocker)
1 - Table radio
2 - Wood stoves
1 - Lot miscellaneous small utensils
1 - Hay rake dismantled
1 - Tractor drawn mower
1 - Horse drawn mower
1 - Owensborough wagon with team harness
1 - Horse drawn road scoop, wheelless
1 - Horse drawn disc (8 disc)
1 - Anvil
1 - Miscellaneous lot hand tools.

It further appears to the Court that G. K. Meriweather, First National Bank Building, Montgomery, Alabama; Frank Noble, C/o E. B. Joseph Co., Montgomery, Alabama, and A. M. Mead, First National Bank Building, Montgomery, Alabama, are qualified in all respects to act as such appraisers and are not interested in this proceeding in any way; upon consideration of all of which, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. The said G. K. Meriweather, First National Bank Building, Montgomery, Alabama; Frank Noble, C/o E. B. Joseph Co., Montgomery, Alabama, and A. M. Mead, First National Bank Building, Montgomery, Alabama, shall be and they are hereby appointed appraisers to appraise and value the above described property belonging to this said estate, which is situated in Montgomery County, Alabama.

2. The Register of this Court shall immediately notify the said parties of their appointment as such appraisers and instruct them to make their appraisal and file their report in this cause as soon as possible.

ORDERED, ADJUDGED AND DECREED on this the 11th day of January, 1951.

Jeffrey J. Madhewie, Jr.
Judge.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

DECREE SETTING ASIDE DECREE CONFIRMING SALE
OF ESCAMBIA COUNTY, ALABAMA PROPERTY.

It has been made to appear to the court that the decree rendered in this cause dated January 2, 1951, was rendered confirming the sale of the real property in Escambia County, Alabama, belonging to this estate without ascertaining and fixing the widow's dower in the said property in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended, upon consideration of all of which it appears to the court that the said decree should be set aside and it is, therefore, Ordered, Adjudged and Decreed by the court as follows:

1. The decree rendered in this cause on January 2, 1951, confirming the sale of the real property belonging to this estate and situated in Escambia County, Alabama, shall be and it is hereby set aside.

2. The petition for confirmation of the sale of the said real property in Escambia County, Alabama, heretofore filed in this cause by the administrators of this estate is reinstated upon the docket for the purposes of ascertaining and fixing the widow's dower in the said property in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, and for the purpose of making such other orders and rendering such other and further decrees as may be or become necessary and proper in the premises.

DATED this 30th day of January, 1951.

Julian H. Mashburn, Jr.
Judge.

ESTATE OF) IN THE CIRCUIT COURT OF
LEWIS G. CROSBY, DECEASED.)
* BALDWIN COUNTY, ALABAMA
*
) IN EQUITY

DECREE AUTHORIZING SALE OF BALDWIN COUNTY, ALABAMA
REAL PROPERTY AT PRIVATE SALE.

This cause coming on to be heard on this date is submitted on the sworn petition of P. E. Berry and Frank A. Crosby, as Administrators of this said estate, for a decree authorizing them, as such Administrators, to sell the real property hereinafter described at private sale, upon consideration of all of which, the Court is of the opinion and finds as follows:

A. The only persons interested in this proceeding are Jessie B. Crosby, widow of the said Decedent; Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, children of the said Decedent, each of which said parties is over twenty-one years of age and of sound mind; that they have, by written instrument attached to and made a part of the said petition, waived notice of the filing thereof and of the date set for hearing same and have consented and agreed that a decree be rendered in accordance with the prayer of the said petition.

B. Jessie B. Crosby, widow of the said Decedent, has, by written instrument attached to and made a part of the said petition, consented that her dower interest in the said property be sold, but reserved to herself the right to have her dower interest ascertained and paid to her in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

C. The personal property belonging to this said estate is not sufficient to pay its debts and obligations, including estate taxes, and it is necessary that the real property described in the said petition be sold for this purpose.

D. The allegations of the said sworn petition are true and the said Petitioners are entitled to the relief prayed for therein.

WHEREUPON, it is, therefore, Ordered, Adjudged and De-
creed by the Court as follows:

1. The sworn petition filed in this cause on this date
by P. E. Berry and Frank A. Crosby, as Administrators of the Estate
of Lewis G. Crosby, Deceased, shall be and it is hereby granted and
the said Administrators are hereby directed to sell complete title,
including dower interest of the widow, Jessie B. Crosby, in and to
the following described real property belonging to the said estate
and situated in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 5 SOUTH, RANGE 6 EAST:

	Section	Acres
Begin at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section Thirteen (13) and run thence West nine hundred ten (910) feet to a point, thence North four hundred eighteen (418) feet to a point, thence East fifteen hundred seventy (1570) feet, more or less, to the West line of a tract of land now or formerly owned by S. M. Lowrey, thence South four hundred eighteen (418) feet, thence West six hundred sixty (660) feet to the point or place of beginning.	13	15.06
Begin at a fence corner five hundred eleven (511) feet West of the Northeast corner of the Southwest Quarter of Section Thirteen (13) and run thence West eight hundred nine (809) feet, more or less, to the Northwest corner of the Northeast Quarter of the Southwest Quarter of the said Section Thirteen (13), thence South to the Southwest Corner of the said Northeast Quarter of the Southwest Quarter, thence East to a point five hundred eleven (511) feet West of the Southeast corner of the said Northeast Quarter of the Southwest Quarter, thence North to the point or place of beginning, being all of the Northeast Quarter of the Southwest Quarter of the said Section Thirteen (13), except the East five hundred eleven (511) feet thereof.	13	25.67
Northwest Quarter of the Southwest Quarter; South Half of the Southwest Quarter.	13	120.30
South Half	14	320.80
All of Section	19	641.52
All of Section	20	640.40
All of Section	21	641.04
All of Section	22	638.40
All of Section	23	642.12
All of Section	24	642.28

IN TOWNSHIP 5 SOUTH, RANGE 6 EAST:
(Continued)

	Section	Acres
All of Section	25	639.00
All of Section	26	642.08
All of Section	27	638.72
All of Section	28	640.80
All of Section	29	641.64
All of Section	30	639.76
All of Section	31	642.91
All of Section	32	645.56
All of Section	33	647.16
All of Section	34	649.39
All of Section	35	653.17
All of Fractional Section	36	402.88

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST:

Begin at the Northwest corner of Section 19 and run thence East along the North line of said Section 19 a distance of 825 feet; thence North parallel to the West line of Section 18 of said township and range 1323 feet to a point on the North line of the South Half of said Section 18; thence East along the said North line of South Half 1815 feet to the Northeast corner of said South Half of Southwest Quarter of said Section 18; thence South along the East line of said South Half of Southwest Quarter 600 feet to a point; thence South 25 degrees 5 minutes West, corrected by plat to 30 degrees 45 minutes West 843 feet to a point on the South line of said Section 18; the last mentioned point being 431 feet West of the Southeast corner of South Half of Southwest quarter of said Section 18; thence continuing the same course South 25 degrees 5 minutes West, corrected by a plat to 30 degrees 45 minutes West 929 feet to a point in Subdivision "A" of Section 19, first above mentioned, thence South 27 degrees 45 minutes West 250 feet; thence South 17 degrees 35 minutes West 1743 feet to a point on the South line of said Subdivision "A" or fractional Northwest Quarter of said Fractional Section 19; thence West along said South line of Subdivision "A" 1042 feet to the Southwest corner of said Subdivision "A"; thence North along the West line of Section 19 and Subdivision "A" 2658 feet to the place of beginning, containing 51.54 acres in the South Half of the Southwest Quarter of Section 18 and 94.50 acres in Subdivision "A" of Fractional Section 19.

18 and
19 146.04

IN TOWNSHIP 6 SOUTH, RANGE 6 EAST:

	Section	Acres
All of Fractional Section	1	50.60
All of Fractional Section	2	560.00
All of Section	3	639.60
All of Section	4	640.48
South Half of North Half; West Half of Southeast Quarter; Southwest Quarter	5	399.40
All of Section	6	638.52
All of Section	7	637.36
All of Section	8	637.60
All of Section	9	640.72
All of Section	10	639.84
All of Fractional Section	11	198.20
All of Fractional Section	15	614.00
All of Section	16	640.52
North Half; North Half of Southeast Quarter; South Half of Southwest Quarter; All of South Half of Southeast Quarter North of the Old Spanish Trail, or United States Highway Number 90.	17	497.63
Northeast Quarter of the Northeast Quarter	18	39.77
Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 21 and run thence South 17 rods to a point on the North side of the Wire Road, thence run Northwestwardly along the North side of said road 40 rods 8 feet to a point, thence run North 4 rods to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 21, thence run East 40 rods to the place of beginning, being all that part of the East Half of the Southwest Quarter of the Northeast Quarter of Section 21 lying North of the Wire Road;		
Northwest Quarter of Southwest Quarter of Northeast Quarter of Section 21;		
Beginning at a point on the half section line 20 rods East from the center of Section 21 and run thence North 40 rods to a point, thence run East 20 rods to a point, thence run South 40 rods to a point on the half sec- tion line, thence run West along the half sec- tion line 20 rods to the point of beginning, being the East Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 21;		

IN TOWNSHIP 6 SOUTH, RANGE 6 EAST:
(Continued)

	Section	Acres
East Half of the Northeast Quarter of Section 21, except therefrom 4.25 acres conveyed by Lawrence Goldsher and wife to Mabel Sidner by warranty deed dated May 13, 1912 and recorded in the office of the Probate Judge of Baldwin County, Alabama in Deed Book 21, page 82 and described as follows, to-wit: Starting at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 21 and run South 10 chains, thence run East 10 chains to a stake for a beginning corner, thence run South 6 chains to a stake, thence run East 5 chains to a stake, thence run North 7.95 chains to a stake on the South line of the Wire Road, thence run North 82 degrees West along said road 5.05 chains to a stake, thence South 2.96 chains to the place of beginning, containing 4.25 acres, more or less, in the Southeast Quarter of the Northeast Quarter of Section 21.	21	93.84
North Half of Northwest Quarter	22	80.00

SUBJECT, HOWEVER, TO THE FOLLOWING EXCEPTIONS AND RESERVATIONS:

1. There shall be reserved to the heirs of Lewis G. Crosby, namely, Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, for a period of twenty-five (25) years from the date of the conveyance of the above described property, a one-eighth (1/8) interest in and to all the oil, gas and other minerals on, in, under and that which may be produced from the above described property and each and every part thereof, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and producing, storing, treating, marketing and removing the same therefrom.
2. Easement from L. G. Crosby and wife to Southern Natural Gas Corporation, dated September 24, 1930 and recorded in Deed Book 50 at pages 191-2, Baldwin County, Alabama Records, which covers lands in Sections 18 and 19, Township 5 South, Range 7 East.
3. Easement from L. G. Crosby and wife to Baldwin County, Alabama, dated May 18, 1933 and recorded in Deed Book 64 at page 242, Baldwin County, Alabama Records, which covers lands in Section 18, Township 5 South, Range 7 East.
4. Conveyance from L. G. Crosby and wife to State of Alabama, dated July 30, 1947 and recorded in Deed Book 122 at page 138, Baldwin County, Alabama Records, which covers lands in Sections 15, 16 and 21, Township 6 South, Range 6 East.

5. Easement from L. G. Crosby and wife to Southern Bell Telephone and Telegraph Company, dated July 28, 1943 and recorded in Deed Book 80 at page 193, Baldwin County, Alabama Records, which covers lands in Sections 17 and 21, Township 6 South, Range 6 East.
6. The mineral interest reserved in the deed from F. W. Taylor and wife to James T. and R. J. Estes, dated July 23, 1945 and recorded in Deed Book 93 at pages 401-2, Baldwin County, Alabama Records, which covers lands in Sections 22 and 23, Township 5 South, Range 6 East.
7. All other existing easements of every kind and nature for highway, road, railroad or public utility purposes, recorded in the office of the Judge of Probate of Baldwin County, Alabama, or apparent on all or any part of the above described property,

at private sale to the St. Regis Paper Company, a New York Corporation, for the total sum of One Million, Six Hundred Forty Thousand, Six Hundred Eighty-nine and No/100 Dollars (\$1,640,689.00), which shall be paid to the said Administrators at the time of the execution and delivery of the said deed.

2. The said Administrators are hereby authorized, empowered, instructed and directed to make, execute and deliver a proper conveyance of the above described property to the said purchaser, the St. Regis Paper Company, a New York Corporation, which deed shall be delivered to the said purchaser upon payment by it to the said Administrators of the said sum of \$1,640,689.00.

3. After delivery of the said deed, the said Administrators shall report their actions to this Court for confirmation.

4. The Register of this Court shall, within thirty days from the rendition of this decree, file a certified copy hereof for record in the office of the Judge of Probate of Baldwin County, Alabama and tax the cost of such recording as a part of the costs of this proceeding.

5. Jurisdiction of this cause is reserved for such other and further action as may be necessary and proper in the premises, including ascertainment of the value of the dower interest of Jessie B. Crosby in and to the said property.

ORDERED, ADJUDGED AND DECREED on this the 2nd day of March, 1951.

Jelfair J. Mashburn, Jr.
Judge.

ESTATE OF

LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

DECREE CONFIRMING SALE OF REAL PROPERTY IN ESCAMBIA
COUNTY, ALABAMA AND FIXING VALUE OF WIDOW'S DOWER
INTEREST.

This cause coming on to be heard on this date is submitted on the sworn petition of P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, which was filed in this cause on January 2, 1951, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same and consent that the sale of the property referred to therein be confirmed; the sworn petition for dower filed in this cause on this date by Jessie B. Crosby, widow of Lewis G. Crosby, Deceased, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same; the agreed statement of facts in connection with the application for dower filed by Jessie B. Crosby, which agreed statement of facts is signed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, the said parties being the only parties interested in this proceeding; upon consideration of all of which, it appears to the Court and the Court finds as follows:

A. The property hereinafter described has been sold and conveyed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, to Atmore Truckers Association, a Cooperative Marketing Association, in strict accordance with the authority granted to the said Administrators by the decree rendered in this cause on November 9, 1950 and the purchase price therefor has been paid and secured, as provided in the said decree.

B. The said sale was fairly conducted and P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, are not interested, directly or indirectly, in the purchase of the said property.

C. Jessie B. Crosby is the widow of Lewis G. Crosby, Deceased, and the said Lewis G. Crosby was the father and Jessie B. Crosby is the mother of the following children: Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton. Jessie B. Crosby the widow of Lewis G. Crosby, Deceased, is entitled to the fair equivalent for her dower interest in the property hereinafter described to be paid to her by the Administrators of this said estate in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

D. This decree has been consented to by all of the parties interested in this proceeding.

Upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. The sale and conveyance by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, of the following described real property situated in Escambia County, Alabama, to-wit:

Lots One (1), Two (2), Three (3), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Seven (7), all being in the Ninth Subdivision of the Town of Atmore in the State of Alabama; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

to Atmore Truckers Association, a Cooperative Marketing Association, in accordance with the decree rendered in this cause on November 9, 1950, be and it is hereby in all things ratified and confirmed.

2. The sum of Seven Thousand Dollars (\$7,000.00) is determined to be a fair equivalent for the dower interest of Jessie B. Crosby in and to the above described tract of land and P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, be and they are hereby authorized, empowered, instructed and directed to pay to Jessie B. Crosby the said sum of \$7,000.00 from the purchase money for the said property, which has been collected as a part of the purchase price of the said property

and which will be collected on the mortgage given to the said Administrators to secure payment of the unpaid portion of the purchase price.

3. The Register of this Court shall file a certified copy of this decree for record in the office of the Judge of Probate of Escambia County, Alabama and tax the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 14th day of March, 1951.

Telfair G. Maschbauer, Jr.
Judge.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

This cause coming on to be heard on this date is submitted on the sworn petition of P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, which has been filed in this court on this date, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same and consent that the sale of the property referred to therein be confirmed; the sworn petition for dower filed in this cause on this date by Jessie B. Crosby, widow of Lewis G. Crosby, Deceased, to which is attached a waiver of notice signed by Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, in which they waive notice of the filing of the said petition and of the date set for hearing same; the agreed statement of facts in connection with the application for dower filed by Jessie B. Crosby, which agreed statement of facts is signed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, the said parties being the only parties interested in this proceeding; upon consideration of all of which, it appears to the Court and the Court finds as follows:

A. The property hereinafter described has been sold and conveyed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, to the St. Regis Paper Company, a New York Corporation, in strict accordance with the authority granted to the said Administrators by the decree rendered in this cause on March 2, 1951, and the purchase price therefor has been paid to the said Administrators by the said purchaser.

B. The said sale was fairly conducted and P. E. Berry

and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, are not interested, directly or indirectly, in the purchase of the said property.

C. Jessie B. Crosby is the widow of Lewis G. Crosby, Deceased, and the said Lewis G. Crosby was the father and Jessie B. Crosby is the mother of the following children: Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton. Jessie B. Crosby, the widow of Lewis G. Crosby, Deceased, is entitled to the fair equivalent for her dower interest in the property hereinafter described to be paid to her by the Administrators of this said estate in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

D. This decree has been consented to by all of the parties interested in this proceeding.

Upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the Court as follows:

1. The sale and conveyance by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, of the following described real property situated in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 5 SOUTH, RANGE 6 EAST:

	Section	Acres
Begin at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section Thirteen (13) and run thence West nine hundred ten (910) feet to a point, thence North four hundred eighteen (418) feet to a point, thence East fifteen hundred seventy (1570) feet, more or less, to the West line of a tract of land now or formerly owned by S. M. Lowrey, thence South four hundred eighteen (418) feet, thence West six hundred sixty (660) feet to the point or place of beginning.	13	15.06
Begin at a fence corner five hundred eleven (511) feet West of the Northeast corner of the Southwest Quarter of Section Thirteen (13) and run thence West eight hundred nine (809) feet, more or less, to the Northwest corner of the Northeast Quarter of the Southwest Quarter of the said Section Thirteen (13), thence South to the Southwest corner of the said Northeast Quarter of the Southwest Quarter, thence East to a point five hundred eleven (511) feet West of the Southeast corner of the said Northeast Quarter of the Southwest Quarter, thence North to the point or place of beginning,		

IN TOWNSHIP 5 SOUTH, RANGE 6 EAST:
(Continued:)

	Section	Acres
being all of the Northeast Quarter of the Southwest Quarter of the said Section Thirteen (13), except the East five hundred eleven (511) feet thereof.	13	25.67
Northwest Quarter of the Southwest Quarter; South Half of the Southwest Quarter.	13	120.30
South Half	14	320.80
All of Section	19	641.52
All of Section	20	640.40
All of Section	21	641.04
All of Section	22	638.40
All of Section	23	642.12
All of Section	24	642.28
All of Section	25	639.00
All of Section	26	642.08
All of Section	27	638.72
All of Section	28	640.80
All of Section	29	641.64
All of Section	30	639.76
All of Section	31	642.91
All of Section	32	645.56
All of Section	33	647.16
All of Section	34	649.39
All of Section	35	653.17
All of Fractional Section	36	402.88

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST:

Begin at the Northwest corner of Section 19 and run thence East along the North line of said Section 19 a distance of 825 feet; thence North parallel to the West line of Section 18 of said township and range 1323 feet to a point on the North line of the South Half of Southwest Quarter of said Section 18; thence East along the said North line of South Half of Southwest Quarter 1815 feet to the Northeast corner of said South Half of Southwest Quarter of said Section 18; thence South along the East line of said South Half of Southwest Quarter 600 feet to a point; thence South 25 degrees 5 minutes West, corrected by plat to 30 degrees 45 minutes West, 843 feet to a point on the South line of said Section 18, the last mentioned point being 431 feet West

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST:
(Continued)

	Section	Acres
of the Southeast corner of South Half of Southwest Quarter of said Section 18; thence continuing the same course South 25 degrees 5 minutes West, corrected by a plat to 30 degrees 45 minutes West, 929 feet to a point in Subdivision "A" of Section 19, first above mentioned, thence South 27 degrees 45 minutes West 250 feet; thence South 17 degrees 35 minutes West 1743 feet to a point on the South line of said Subdivision "A" or fractional Northwest Quarter of said Fractional Section 19; thence West along said South line of Subdivision "A" 1042 feet to the Southwest corner of said Subdivision "A"; thence North along the West line of Section 19 and Subdivision "A" 2658 feet to the place of beginning, containing 51.54 acres in the South Half of the Southwest Quarter of Section 18 and 94.50 acres in Subdivision "A" of Fractional Section 19.	18 and 19	146.04

IN TOWNSHIP 6 SOUTH, RANGE 6 EAST:

All of Fractional Section	1	50.60
All of Fractional Section	2	560.00
All of Section	3	639.60
All of Section	4	640.48
South Half of North Half; West Half of Southeast Quarter; Southwest Quarter	5	399.40
All of Section	6	638.52
All of Section	7	637.36
All of Section	8	637.60
All of Section	9	640.72
All of Section	10	639.84
All of Fractional Section	11	198.20
All of Fractional Section	15	614.00
All of Section	16	640.52
North Half; North Half of Southeast Quarter; South Half of Southwest Quarter; All of South Half of Southeast Quarter North of the Old Spanish Trail, or United States Highway Number 90.	17	497.63
Northeast Quarter of Northeast Quarter	18	39.77

IN TOWNSHIP 6 SOUTH, RANGE 6 EAST:
(Continued)

	Section	Acres
Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 21 and run thence South 17 rods to a point on the North side of the Wire Road, thence run Northwestwardly along the North side of said road 40 rods 8 feet to a point, thence run North 4 rods to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 21, thence run East 40 rods to the place of beginning, being all that part of the East Half of the Southwest Quarter of the Northeast Quarter of Section 21 lying North of the Wire Road;		
Northwest Quarter of Southwest Quarter of Northeast Quarter of Section 21;		
Beginning at a point on the half section line 20 rods East from the center of Section 21 and run thence North 40 rods to a point, thence run East 20 rods to a point, thence run South 40 rods to a point on the half section line, thence run West along the half section line 20 rods to the point of beginning, being the East Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 21;		
East Half of the Northeast Quarter of Section 21, except therefrom 4.25 acres conveyed by Lawrence Goldsher and wife to Mabel Sidner by warranty deed dated May 13, 1912 and recorded in the office of the Probate Judge of Baldwin County, Alabama in Deed Book 21, page 82 and described as follows, to-wit:		
Starting at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 21 and run South 10 chains, thence run East 10 chains to a stake for a beginning corner, thence run South 6 chains to a stake, thence run East 5 chains to a stake, thence run North 7.95 chains to a stake on the South line of the Wire Road, thence run North 82 degrees West along said road 5.05 chains to a stake, thence South 2.96 chains to the place of beginning, containing 4.25 acres, more or less, in the Southeast Quarter of the Northeast Quarter of Section 21.	21	93.84
North Half of Northwest Quarter	22	80.00

SUBJECT, HOWEVER, TO THE FOLLOWING EXCEPTIONS AND RESERVATIONS:

1. There is reserved to the heirs of Lewis G. Crosby, namely, Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, for a period of twenty-five years from the date of this conveyance a one-eighth (1/8) interest in and to all the oil, gas and other minerals on, in, under and that which may be produced from the above described property and each and every part thereof, together with the right of ingress and egress at

all times for the purpose of mining, drilling and exploring the said lands for oil, gas and other minerals and producing, storing, treating, marketing and removing the same therefrom.

2. Easement from L. G. Crosby and wife to Southern Natural Gas Corporation, dated September 24, 1930 and recorded in Deed Book 50 at pages 191-2, Baldwin County, Alabama Records, which covers lands in Sections 18 and 19, Township 5 South, Range 7 East.
3. Easement from L. G. Crosby and wife to Baldwin County, Alabama, dated May 18, 1933 and recorded in Deed Book 64 at page 242, Baldwin County, Alabama Records, which covers lands in Section 18, Township 5 South, Range 7 East.
4. Conveyance from L. G. Crosby and wife to State of Alabama, dated July 30, 1947 and recorded in Deed Book 122 at page 138, Baldwin County, Alabama Records, which covers lands in Sections 15, 16 and 21, Township 6 South, Range 6 East.
5. Easement from L. G. Crosby and wife to Southern Bell Telephone and Telegraph Company, dated July 28, 1943 and recorded in Deed Book 80 at page 193, Baldwin County, Alabama Records, which covers lands in Sections 17 and 21, Township 6 South, Range 6 East.
6. The mineral interest reserved in the deed from F. W. Taylor and wife to James T. and R. J. Estes, dated July 23, 1945 and recorded in Deed Book 93 at pages 401-2, Baldwin County, Alabama Records, which covers lands in Sections 22 and 23, Township 5 South, Range 6 East.
7. All other existing easements of every kind and nature for highway, road, railroad or public utility purposes, recorded in the office of the Judge of Probate of Baldwin County, Alabama, or apparent on all or any part of the above described property, including that of Alabama Power Company,

to the St. Regis Paper Company, a New York Corporation, in accordance with the decree rendered in this cause on March 2, 1951, be and it is hereby in all things ratified and confirmed.

2. The sum of Five Hundred Forty-six Thousand, Eight Hundred Ninety-six and 66/100 Dollars (\$546,896.66) is determined to be a fair equivalent for the dower interest of Jessie B. Crosby in and to the above described tract of land and P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, be and they are hereby authorized, empowered, instructed and directed to pay to Jessie B. Crosby the said sum of \$546,896.66 from the purchase money for the said property, which has been collected by them.

3. The Register of this Court shall file a certified copy of this decree for record in the office of the Judge of Probate of Baldwin County, Alabama and tax the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 13th day of March, 1951.

Jeffrey G. Madhury
Judge.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

WAIVER OF NOTICE IN CONNECTION WITH AMENDED
PETITION FOR PARTIAL SETTLEMENT.

We, the undersigned Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, do each hereby consent and agree that all receipts and disbursements of P. E. Berry and Frank A. Crosby, as Administrators of this said estate, from the date of the filing of the petition for partial settlement in this cause on March 21, 1951 up to April 11, 1951, be included in the partial settlement of the said estate, which will be made on April 11, 1951.

We each waive notice of the filing of an amended Petition for Partial Settlement, including the receipts and disbursements referred to above, and consent and agree that the said petition be heard on April 11, 1951.

Dated this 10th day of April, 1951.

Jessie B. Crosby
Frank A. Crosby
Miriam Crosby Berry
Carolyn Crosby Thornton

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

I, Ellen H. Jackson, a Notary Public, within and for said County in said State, hereby certify that Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 10th day of April, 1951.

Ellen H. Jackson
Notary Public, Escambia County, Florida.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) IN EQUITY

AMENDED PETITION FOR PARTIAL SETTLEMENT

Now come P. E. Berry and Frank A. Crosby, as Administrators of this said estate, file this amended Petition for Partial Settlement and include therein all receipts and disbursements by them, as said Administrators, which were not included in the original Petition for Partial Settlement, which was filed in this cause on March 21, 1951, and since the said date.

RECEIPTS

3-19-51	Atmore Truckers Association, Payment on mortgage	\$ 250.00
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DISBURSEMENTS

3-17-51	John Steele, Labor	10.00
3-17-51	H. J. Enfinger, Labor	29.55
3-17-51	L. E. Kelly, Labor	24.63
3-17-51	Willie Edwards, Labor	19.70
3-17-51	Rube Downer, Labor	3.00
3-17-51	Fate Cullman, Labor	10.00
3-17-51	Jack Downer, Labor	140.00
3-19-51	Daddy's Garage, Truck repairs	3.89
3-23-51	Morrison's Cafeteria, Meals for administrators	4.30
3-27-51	Alabama Power Company, Light bill	1.00
4- 5-51	St. Regis Paper Company, Proration of 1951 taxes on property sold to St. Regis Paper Company	1,026.80
4- 7-51	Baldwin County Electric Membership Corp., Light bill	7.71
	Total above disbursements	\$1,280.58

RECAPITULATION

Cas	Cash balance on hand at time of filing Petition for Partial Settlement on March 21, 1951	\$635,429.00
	Receipts shown above	250.00
	Total cash balance to be accounted for in settlement	\$635,679.00
	Total of above disbursements	1,280.58
	Net cash balance on April 11, 1951	\$634,398.42

Vouchers for all of the disbursements shown above are filed herewith.

WHEREFORE, Petitioners pray that the receipts and disbursements shown by this amended petition be included in the partial settlement of this said estate, which will be had on April 11, 1951, as fully and completely as if all of the receipts and disbursements shown herein had been included in the Petition for Partial Settlement which was filed in this cause on March 21, 1951. Petitioners further pray that such other orders be made and decrees rendered as may be requisite and proper in the premises.

Frank A. Crosby
P. E. Berry

As Administrators of the Estate of
Lewis G. Crosby, Deceased.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County and State, personally appeared P. E. BERRY and FRANK A. CROSBY, who, after being by me first duly and legally sworn, do each depose and say: That they have read over the foregoing amended petition and that the facts stated therein are true.

Frank A. Crosby
P. E. Berry

Sworn to and subscribed before me on
this the 11th day of April, 1951.

Mary Lee Blackburn
Notary Public, Baldwin County, Ala.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

ACCEPTANCE OF SERVICE AND WAIVER OF NOTICE
IN CONNECTION WITH PARTIAL SETTLEMENT.

The undersigned Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, having been furnished with a copy of the Petition for Partial Settlement of this estate which was filed by the Administrators on March 21, 1951, do each hereby waive notice of the filing of the said petition and of the date set for hearing same and consent and agree that a decree be rendered in accordance with the prayer of the said petition.

The undersigned Jessie B. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, sureties on the Administrators' bond heretofore filed in this cause, do hereby in their capacity, as said sureties, waive notice of the filing of the said petition and of the date set for hearing same.

Dated on this the 24 day of March, 1951.

Jessie B. Crosby (SEAL)
Frank A. Crosby (SEAL)
Miriam Crosby Berry (SEAL)
Carolyn Crosby Thornton (SEAL)

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

I, Ellen T. Jackson, a Notary Public, with in and for said County in said State, hereby certify that Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 24th day of March, 1951.

Ellen T. Jackson

Notary Public, Escambia County, Florida.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) IN EQUITY

REPORT OF SALE

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Now come P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, and respectfully represent unto the Court and your Honor as follows:

1. Petitioners, pursuant to the authority conferred upon them in and by the decree of this Court rendered in this cause and dated March 2, 1951, have sold the property described in the said decree to the St. Regis Paper Company, a New York Corporation, for the consideration of One Million, Six Hundred Forty Thousand, Six Hundred Eighty-nine and No/100 Dollars (\$1,640,689.00) and the said purchase money has been paid to them in full.

2. Petitioners have delivered a deed conveying the said property to the said purchaser.

3. The said sale was fairly conducted in all respects. The Petitioners are not interested, directly or indirectly, in the purchase of the said property by the St. Regis Paper Company, a New York Corporation, and are not officers or employees of the said corporation and are not stockholders therein.

WHEREFORE, Petitioners pray that the Court will make and enter a proper order or decree confirming the said sale. Petitioners further pray that such other orders be made and decrees rendered as may be requisite and proper in the premises.

Frank A. Crosby
P. E. Berry

As Administrators of the Estate of
Lewis G. Crosby, Deceased.

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared P. E. BERRY and

FRANK A. CROSBY, who, after being by me first duly and legally sworn, depose and say: That they have read over the foregoing instrument and that the facts contained therein are true.

Frank A. Crosby
T. E. Berry

Sworn to and subscribed before me on this the 12th day of March, 1951.

R. J. Brown

Notary Public, Escambia County, Florida.

My commission expires March 1st, 1954.

STATE OF FLORIDA)

*

ESCAMBIA COUNTY)

Now come Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton and waive notice of the filing of the foregoing Report of Sale and of the date set for hearing same and consent and agree that the said sale be confirmed, but the said Jessie B. Crosby reserves to herself the right to have her dower interest in the said property ascertained on confirmation of the said sale in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

Jessie B. Crosby
Frank A. Crosby
Miriam Crosby Berry
Carolyn Crosby Thornton

STATE OF FLORIDA)

*

ESCAMBIA COUNTY)

I, R. J. Brown, a Notary Public, within and for said County in said State, hereby certify that Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of March, 1951.

R. J. Brown

Notary Public, Escambia County, Florida.

My commission expires March 1, 1954

ESTATE OF
LEWIS G. CROSBY, DECEASED.

)
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)
)
)
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

AGREED STATEMENT OF FACTS

It is stipulated and agreed by and between the parties hereto as follows:

1. Jessie B. Crosby is the widow of Lewis G. Crosby, Deceased, is seventy-four years of age and is in good health.

2. Lewis G. Crosby was the father and Jessie B. Crosby is the mother of the following children: Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton.

3. Jessie B. Crosby has no separate estate, as defined by Title 34, Section 42 of the 1940 Code of Alabama.

4. Lewis G. Crosby was seized in fee during his marriage with Jessie B. Crosby of the following described real property situated in Escambia County, Alabama, to-wit:

Lots One (1), Two (2), Three (3), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Seven (7), all being in the Ninth Subdivision of the Town of Atmore in the State of Alabama; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

The above described property has been sold by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, under the authority granted by the Circuit Court of Baldwin County, Alabama, in Equity, to Atmore Truckers Association, a Cooperative Marketing Association, for Twenty-one Thousand Dollars (\$21,000.00), Fifty-two Hundred Fifty Dollars (\$5250.00) of which was paid in cash and the balance of Fifteen Thousand, Seven Hundred Fifty Dollars (\$15,750.00) is secured by a purchase money mortgage from the said purchaser to the said Administrators.

5. Lewis G. Crosby was seized in fee during his marriage with Jessie B. Crosby of the tract of land situated in Baldwin County, Alabama consisting of approximately 19,604.78 acres, which is specifically described in the petition filed in this cause by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of

Lewis G. Crosby, Deceased, on March 2, 1951, and in the decree rendered by the Circuit Court of Baldwin County, Alabama, in Equity, in connection with the administration of the Estate of Lewis G. Crosby, Deceased, which decree is dated March 2, 1951, to which reference is hereby made for a particular description of the said tract of land. This said tract of land has been sold by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, under the authority granted by the Circuit Court of Baldwin County, Alabama, in Equity, to the St. Regis Paper Company, a New York Corporation, for the sum of One Million, Six Hundred Forty Thousand, Six Hundred Eighty-nine Dollars (\$1,640,689.00), which has been paid to the said Administrators.

6. This stipulation may be introduced in evidence by any interested party in connection with the petition for dower in the Estate of Lewis G. Crosby, Deceased, which petition was filed in this cause by Jessie B. Crosby, the widow of the said Decedent.

Dated this 12th day of March, 1951.

Frank A. Crosby
P. E. Berry

As Administrators of the Estate of
 Lewis G. Crosby, Deceased.

Jessie B. Crosby
Frank A. Crosby
William Crosby Berry
Carolyn Crosby Thornton

STATE OF FLORIDA)
 *
 ESCAMBIA COUNTY)

I, R. J. Brown, a Notary Public, within and for said County in said State, hereby certify that P. E. Berry and Frank A. Crosby, whose names as Administrators of the Estate of Lewis G. Crosby, Deceased, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such Administrators, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 15th
day of March, 1951.

RJ Brown

Notary Public, Escambia County, Florida.

*My commission expires
March 1st, 1954*

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

I, RJ Brown, a Notary Public,
within and for said County in said State, hereby certify that
Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn
Crosby Thornton, whose names are signed to the foregoing instru-
ment and who are known to me, acknowledged before me on this day
that, being informed of the contents of the instrument, they execut-
ed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 15th
day of March, 1951.

RJ Brown

Notary Public, Escambia County, Florida.

*My commission expires
March 1st, 1954*

ESTATE OF
LEWIS G. CROSBY, DECEASED.

)
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)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

APPLICATION OF WIDOW FOR DOWER INTEREST

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Petitioner, Jessie B. Crosby, who is over twenty-one years of age and a resident of Escambia County, Florida, respectfully represents unto the Court and your Honor as follows:

1. She is the widow of Lewis G. Crosby, Deceased, who died intestate on the 27th day of February, 1950.

2. That at the time of his death and during the marriage of your Petitioner and the said Decedent, he was possessed in fee simple of the following described real property situated in Escambia County, Alabama, to-wit:

Lots One (1), Two (2), Three (3), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Seven (7), all being in the Ninth Subdivision of the Town of Atmore in the State of Alabama; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

The said Decedent was also possessed in fee simple at the time of his death and during the marriage of your Petitioner and the said Decedent, the tract of land situated in Baldwin County, Alabama, consisting of approximately nineteen thousand, six hundred four and 78/100 acres (19,604.78), which is specifically described in the petition filed by P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, in the Circuit Court of Baldwin County, Alabama, in Equity, on March 1, 1951, for authority to sell the said land at private sale to the St. Regis Paper Company, a New York Corporation, to which reference is hereby made for a specific description of the said property.

3. Petitioner has consented that all of the above described lands be sold free of her dower interest, but has reserved the right to have the Court, on confirmation of the sales of the said property, order that a fair equivalent for her dower interest be paid to her by the said Administrators of the said estate when

the purchase money is collected, in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

4. The above described tract of land situated in Escambia County, Alabama has been sold to the Atmore Truckers Association, a Cooperative Marketing Association, for the total sum of Twenty-one Thousand Dollars (\$21,000.00), Fifty-two Hundred Fifty Dollars (\$5250.00) of which was paid in cash to the Administrators of this said estate at the time of the execution and delivery of the deed conveying the said property and the balance of Fifteen Thousand, Seven Hundred Fifty Dollars (\$15,750.00) is secured by a purchase money mortgage on the said property, payable to the said Administrators.

The above described tract of land situated in Baldwin County, Alabama has been sold to the St. Regis Paper Company, a New York Corporation, for the total sum of One Million, Six Hundred Forty Thousand, Six Hundred Eighty-nine and No/100 Dollars (\$1,640,689.00), which was paid to the said Administrators at the time of the delivery by them of a deed conveying the said property.

5. The said Lewis G. Crosby was the father and Petitioner is the mother of the following children: Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton.

6. Petitioner is seventy-four (74) years of age, in good health and owns no separate estate, as defined by Title 34, Section 42 of the 1940 Code of Alabama.

7. P. E. Berry and Frank A. Crosby, who are each residents of Pensacola, Florida, have been appointed, qualified and are now acting as Administrators of this said estate.

8. The heirs of the said Decedent are Petitioner, the widow; Frank A. Crosby, a son, Miriam Crosby Berry and Carolyn Crosby Thornton, daughters of the said Decedent, each and all of whom are over twenty-one years of age, of sound mind and residents of Escambia County, Florida.

9. The said P. E. Berry and Frank A. Crosby, as Administrators of this said estate, and Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton have, by written instrument at-

tached to and made a part of this petition, waived notice of the filing of this petition and of the date set for hearing same and have consented and agreed that the matter may be heard at any time without further notice to them.

THE PREMISES CONSIDERED, Petitioner prays that the Court will, on confirmation of the sales of the two above described tracts of land, ascertain what is a fair equivalent for the dower interest to be paid to her by the Administrators of this said estate in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended. Petitioner further prays that such other orders be made and decrees rendered as may be requisite and proper in the premises.

Respectfully submitted,

Jessie B Crosby

STATE OF FLORIDA)
ESCAMBIA COUNTY) *

Before me, the undersigned authority within and for said County in said State, personally appeared JESSIE B. CROSBY, who, after being by me first duly and legally sworn, deposes and says: That she has read over the foregoing instrument and that the facts stated therein are true.

Jessie B Crosby

Sworn to and subscribed before me on this the 12th day of March, 1951.

R. J. Brown

Notary Public, Escambia County, Florida.

*My commission expires
March 1st, 1954*

STATE OF FLORIDA)
 *
ESCAMBIA COUNTY)

We, the undersigned P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, and Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton do each waive notice of the filing of the foregoing petition and of the date set for hearing same and consent and agree that the said petition be heard and a proper decree rendered thereon at any convenient time.

Dated this 12th day of March, 1951.

Frank A. Crosby
P. E. Berry

As Administrators of the Estate of
Lewis G. Crosby, Deceased.

Frank A. Crosby
Miriam Crosby Berry
Carolyn Crosby Thornton

STATE OF FLORIDA)
 *
ESCAMBIA COUNTY)

I, L. J. Brown, a Notary Public, within and for said County in said State, hereby certify that P. E. Berry and Frank A. Crosby, whose names as Administrators of the Estate of Lewis G. Crosby, Deceased, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such Administrators, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th day of March, 1951.

L. J. Brown
Notary Public, Escambia County, Florida.

My commission expires
March 1st, 1954

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

I, RJ Brown, a Notary Public,
within and for said County in said State, hereby certify that
Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton,
whose names are signed to the foregoing instrument and who are
known to me, acknowledged before me on this day that, being informed
of the contents of the instrument, they executed the same voluntar-
ily on the day the same bears date.

Given under my hand and official seal on this the 12th
day of March, 1951.

RJ Brown
Notary Public, Escambia County, Florida
My commission expires
March 1st, 1954

ESTATE OF) IN THE CIRCUIT COURT OF
LEWIS G. CROSBY,) BALDWIN COUNTY, ALABAMA
DECEASED.) IN EQUITY

REPORT OF SALE AND PETITION FOR CONFIRMATION
THEREOF.

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT
COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Petitioners, P. E. Berry and Frank A. Crosby, as
Administrators of the Estate of Lewis G. Crosby, Deceased, respect-
fully represent unto the Court and your Honor as follows:

1. That pursuant to the authority vested in them by
virtue of the decree rendered in this cause on November 9, 1950,
they, as said Administrators, have sold the property situated in
Escambia County, Alabama and described as follows, to-wit:

Lots One (1), Two (2), Three (3), Fourteen (14),
Fifteen (15) and Sixteen (16) in Block Seven
(7), all being in the Ninth Subdivision of the
Town of Atmore in the State of Alabama; together
with all and singular the tenements, hereditaments
and appurtenances thereunto belonging or in anywise
appertaining,

at private sale to Atmore Truckers Association, a Cooperative Mar-
keting Association, for the total sum of Twenty-one Thousand Dol-
lars (\$21,000.00), Fifty-two Hundred Fifty Dollars (\$5250.00) of
which has been paid in cash and Fifteen Thousand Seven Hundred
Fifty Dollars (\$15,750.00) of which is secured by a purchase money
mortgage on the above described property made by the said purchaser
and payable to Petitioners, as said Administrators, in the manner
provided in the said decree.

2. A deed from Petitioners, as said Administrators, has
been delivered to the said purchaser conveying the said property.

3. Jessie B. Crosby, widow of the said Decedent, Miriam
Crosby Berry, Frank A. Crosby and Carolyn Crosby Thornton, children
of the said Decedent, who are each over twenty-one years of age,
have by written instrument attached to and made a part of this pe-
tition, waived notice of the filing thereof and consent and agree
that the said sale be confirmed.

WHEREFORE, Petitioners pray that the said sale and conveyance be confirmed. Petitioners further pray that such other orders be made and decrees rendered as may be requisite and proper in the premises.

Frank A. Crosby (SEAL)
P. E. Berry (SEAL)

STATE OF FLORIDA)
 *
ESCAMBIA COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared P. E. Berry and Frank A. Crosby, who, after being by me first duly and legally sworn, depose and say: That they have read over the foregoing petition and that the facts contained therein are true.

Frank A. Crosby
P. E. Berry

Sworn to and subscribed before me on
this the 20th day of November, 1950.

Ellen H. Jackson
Notary Public, Escambia County, Florida.
My Commission Expires June 4, 1952

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

We, the undersigned Jessie B. Crosby, Miriam Crosby Berry, Frank A. Crosby and Carolyn Thornton, to hereby waive notice of the filing of the foregoing petition and of the date set for hearing same and consent and agree that the said sale and conveyance be confirmed without notice to us.

Jessie B. Crosby
Miriam Crosby Berry
Frank A. Crosby
Carolyn Crosby Thornton

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

I, Ellen N. Jackson, a Notary Public, within and for said County in said State, hereby certify that Jessie B. Crosby, Miriam Crosby Berry, Frank A. Crosby and Carolyn Crosby Thornton, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 20th day of November, 1950.

Ellen N. Jackson

Notary Public, Escambia County, Florida
My Commission Expires June 4, 1952

ESTATE OF) IN THE CIRCUIT COURT OF
LEWIS G. CROSBY, DECEASED.) BALDWIN COUNTY, ALABAMA
) IN EQUITY

PETITION FOR APPOINTMENT OF APPRAISERS

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Now come P. E. Berry and Frank A. Crosby, who are each over twenty-one years of age, by their attorney, and respectfully represent unto the Court and your Honor as follows:

1. The said Petitioners, P. E. Berry and Frank A. Crosby, were heretofore appointed, qualified and are now acting as Administrators of this said estate, the administration of which is now pending in this court.

2. Included in the assets of this said estate is the following described real property situated in Montgomery County, Alabama, to-wit:

Southwest Quarter of Southeast Quarter; and all of the Southwest Quarter of Section 16;

East Half of Northeast Quarter of Section 20;

West Half of East Half; East Half of West Half; West Half of Northwest Quarter, Section 21, all in Township 15 North, Range 18 East, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: A right-of-way 15 feet wide across the North end of the Southwest Quarter of the Southeast Quarter of Section 16, Township 15 North, Range 18 East.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights in and to the Southwest Quarter of the Southeast Quarter of Section 16; the West Half of the East Half and the Southeast Quarter of the Southwest Quarter of Section 21, all in Township 15 North, Range 18 East, was reserved in the deed from Susie T. Robinson, a widow, to Carlis T. Lonnergan, dated October 26, 1940, recorded in Deed Book 221, page 431, Montgomery County, Alabama Records, and is not conveyed hereby.

EXCEPTION NUMBER 3: This conveyance is also subject to all rights-of-way of roads, railroads, telegraph, telephone, light, power or gas lines.

It is necessary that appraisers be appointed to appraise and value the said property.

3. G. K. Meriweather, First National Bank Building, Montgomery, Alabama; Frank Noble, C/o E. B. Joseph Co., Montgomery, Alabama, and A. M. Mead, First National Bank Building, Montgomery,

Alabama, are each qualified appraisers to appraise and value the said property. The said parties are not in any way interested in this proceeding or kin to or counsel for any of the parties interested in this said estate.

WHEREFORE, Petitioners pray that the Court will make and enter a proper order or decree appointing the three parties named above, or three other suitable persons, to act as appraisers for the aforesaid purposes and give notice to them of their said appointment. Petitioners further pray that such further orders be made and decrees rendered as may be requisite and proper in the premises.

P. E. BERRY and FRANK A. CROSBY,
As Administrators of the Estate of Lewis
G. Crosby, Deceased,

By J. B. Blackburn
As their Attorney.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. BLACKBURN, who, after being by me first duly and legally sworn, deposes and says: That he is attorney for the petitioners in the above entitled cause; that he has read over the foregoing petition and that the facts stated therein are true.

J. B. Blackburn

Sworn to and subscribed before me on
this the 2nd day of January, 1951.

Mary Lou Blackburn

Notary Public, Baldwin County, Alabama.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

PETITION FOR APPOINTMENT OF APPRAISERS

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Now come P. E. Berry and Frank A. Crosby, who are each over twenty-one years of age, by their attorney, and respectfully represent unto the Court and your Honor as follows:

1. The said Petitioners, P. E. Berry and Frank A. Crosby, were heretofore appointed, qualified and are now acting as Administrators of this said estate, the administration of which is now pending in this court.

2. Included in the assets of this said estate is the following described real property situated in Montgomery County, Alabama, to-wit:

Southwest Quarter of Southeast Quarter; and all of the Southwest Quarter of Section 16;

East Half of Northeast Quarter of Section 20;

West Half of East Half; East Half of West Half; West Half of Northwest Quarter, Section 21, all in Township 15 North, Range 18 East, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: A right-of-way 15 feet wide across the North end of the Southwest Quarter of the Southeast Quarter of Section 16, Township 15 North, Range 18 East.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights in and to the Southwest Quarter of the Southeast Quarter of Section 16; the West Half of the East Half and the Southeast Quarter of the Southwest Quarter of Section 21, all in Township 15 North, Range 18 East, was reserved in the deed from Susie T. Robinson, a widow, to Carlis T. Lonnergan, dated October 26, 1940, recorded in Deed Book 221, page 431, Montgomery County, Alabama Records, and is not conveyed hereby.

EXCEPTION NUMBER 3: This conveyance is also subject to all rights-of-way of roads, railroads, telegraph, telephone, light, power or gas lines.

Southeast Quarter of the Southeast Quarter of Section 16; East Half of East Half of Section 21, all in Township 15 North, Range 18 East, together with a right-of-way 15 feet wide from Narrow Lane Road to the Northwest corner of the above described property over the land owned by C. T. Lonnergan, said right - of -

way to be as close to the Northern boundary line of the said Lonnergan property as practically possible, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: Existing rights-of-way for roads, railroads, telephone, telegraph, light, power or gas lines.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights, which were reserved in the deed from Susie T. Robinson to Carlis T. Lonnergan, which deed is recorded in Deed Book 221, at page 431, Montgomery County, Alabama Records.

Also the following described personal property:

Dairy cows

2 - Mules

10- Straight chairs

5 - Small tables

1 - Chair (rocker)

1 - Table radio

2 - Wood stoves

1 - Lot miscellaneous small utensils

1 - Hay rake dismounted

1 - Tractor drawn mower

1 - Horse drawn mower

1 - Owensborough wagon with team harness

1 - Horse drawn road scoop, wheelless

1 - Horse drawn disc (8 disc)

1 - Anvil

1 - Miscellaneous lot hand tools.

It is necessary that appraisers be appointed to appraise and value the said property.

3. G. K. Meriweather, First National Bank Building, Montgomery, Alabama; Frank Noble, C/o E. B. Joseph Co., Montgomery, Alabama, and A. M. Mead, First National Bank Building, Montgomery, Alabama, are each qualified appraisers to appraise and value the said property. The said parties are not in any way interested in this proceeding or kin to or counsel for any of the parties interested in this said estate.

WHEREFORE, Petitioners pray that the Court will make and enter a proper order or decree appointing the three parties named above, or three other suitable persons, to act as appraisers for the aforesaid purposes and give notice to them of their said appointment. Petitioners further pray that such further orders be made and decrees rendered as may be requisite and proper in the premises.

P. E. BERRY and FRANK A. CROSBY, As
Administrators of the Estate of Lewis
G. Crosby, Deceased,

By

J. B. Blackburn
As their Attorney.

STATE OF ALABAMA }
BALDWIN COUNTY. }

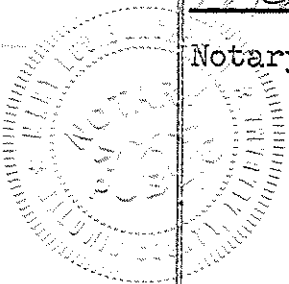
Before me, the undersigned authority, within and for said County in said State, personally appeared J. B. BLACKBURN, who, after being by me first duly and legally sworn, deposes and says: That he is attorney for the petitioners in the above entitled cause; that he has read over the foregoing petition and that the facts stated therein are true.

J. B. Blackburn

Sworn to and subscribed before me on
this the 11th day of January, 1951.

Mary Lou Blackburn

Notary Public, Baldwin County, Alabama



ESTATE OF) IN THE CIRCUIT COURT OF
LEWIS G. CROSBY, DECEASED.)
* BALDWIN COUNTY, ALABAMA
*
) IN EQUITY

MOTION TO SET ASIDE DECREE CONFIRMING SALE
OF ESCAMBIA COUNTY, ALABAMA REAL PROPERTY.

Now come P. E. Berry and Frank A. Crosby, Administrators
of this said estate, by their attorney, and respectfully represent
unto the Court and your Honor as follows:

1. On the 2nd day of January, 1951 they filed in this
cause a petition for confirmation of the sale of the real property
belonging to this estate situated in Escambia County, Alabama, the
sale of which had been heretofore authorized by this Court, and on
the said date a decree was rendered confirming the said sale.

2. Jessie B. Crosby, widow of the said Decedent, con-
sented that the said real property in Escambia County, Alabama be
sold free of her dower interest, but reserved the right to have her
dower interest ascertained and fixed in the manner provided by Title
61, Section 272 of the 1940 Code of Alabama, as amended. The said
decree of this Court was rendered confirming the sale of the prop-
erty without ascertaining and fixing the dower interest of the said
widow, Jessie B. Crosby.

WHEREFORE, the said P. E. Berry and Frank A. Crosby, as
Administrators of this said estate, move the Court to set aside the
decree confirming the said sale, dated January 2, 1951, in order
that the dower interest of the said widow may be ascertained, fixed
and ordered paid in the manner provided by Title 61, Section 272 of
the 1940 Code of Alabama, as amended.

Dated this 29th day of January, 1951.

Respectfully submitted,

P. E. BERRY and
FRANK A. CROSBY,
As Administrators of the Estate of
Lewis G. Crosby, Deceased,

By J. B. Blaskern

As their Attorney.

ESTATE OF	)	IN THE CIRCUIT COURT OF
	*	
LEWIS G. CROSBY, DECEASED.	)	BALDWIN COUNTY, ALABAMA
	*	
	)	IN EQUITY

PETITION TO SELL REAL PROPERTY AT PRIVATE SALE

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Petitioners, P. E. Berry and Frank A. Crosby, who are each over twenty-one years of age and residents of Escambia County, Florida, respectfully represent unto the Court and your Honor as follows:

1. They were heretofore appointed, qualified and are now acting as Administrators of this said estate, the administration of which is now pending in this court.

2. The principal asset of this said estate in Alabama consists of the following described property situated in Baldwin County, Alabama, to-wit:

IN TOWNSHIP 5 SOUTH, RANGE 6 EAST:

	Section	Acres
Begin at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section Thirteen (13) and run thence West nine hundred ten (910) feet to a point, thence North four hundred eighteen (418) feet to a point, thence East fifteen hundred seventy (1570) feet, more or less, to the West line of a tract of land now or formerly owned by S. M. Lowrey, thence South four hundred eighteen (418) feet, thence West six hundred sixty (660) feet to the point or place of beginning.	13	15.06
Begin at a fence corner five hundred eleven (511) feet West of the Northeast corner of the Southwest Quarter of Section Thirteen (13) and run thence West eight hundred nine (809) feet, more or less, to the Northwest corner of the Northeast Quarter of the Southwest Quarter of the said Section Thirteen (13), thence South to the Southwest Corner of the said Northeast Quarter of the Southwest Quarter, thence East to a point five hundred eleven (511) feet West of the Southeast corner of the said Northeast Quarter of the Southwest Quarter, thence North to the point or place of beginning, being all of the Northeast Quarter of the Southwest Quarter of the said Section Thirteen (13), except the East five hundred eleven (511) feet thereof.	13	25.67
Northwest Quarter of the Southwest Quarter; South Half of the Southwest Quarter.	13	120.30

IN TOWNSHIP 5 SOUTH, RANGE 6 EAST:
(Continued)

	Section	Acres
South Half	14	320.80
All of Section	19	641.52
All of Section	20	640.40
All of Section	21	641.04
All of Section	22	638.40
All of Section	23	642.12
All of Section	24	642.28
All of Section	25	639.00
All of Section	26	642.08
All of Section	27	638.72
All of Section	28	640.80
All of Section	29	641.64
All of Section	30	639.76
All of Section	31	642.91
All of Section	32	645.56
All of Section	33	647.16
All of Section	34	649.39
All of Section	35	653.17
All of Fractional Section	36	402.88

IN TOWNSHIP 5 SOUTH, RANGE 7 EAST:

Begin at the Northwest corner of Section 19 and run thence East along the North line of said Section 19 a distance of 825 feet; thence North parallel to the West line of Section 18 of said township and range 1323 feet to a point on the North line of the South Half of said Section 18; thence East along the said North line of South Half 1815 feet to the Northeast corner of said South Half of Southwest Quarter of said Section 18; thence South along the East line of said South Half of Southwest Quarter 600 feet to a point; thence South 25 degrees 5 minutes West, corrected by plat to 30 degrees 45 minutes West, 843 feet to a point on the South line of said Section 18; the last mentioned point being 431 feet West of the Southeast corner of South Half of Southwest quarter of said Section 18; thence continuing the same course South 25 degrees 5 minutes West, corrected by a plat to 30 degrees 45 minutes West 929 feet to a point in Sub-division "A" of Section 19, first above mentioned, thence South 27 degrees 45 minutes West 250 feet; thence South 17 degrees 35 minutes West 1743 feet to a point on the South line of said Subdivision "A" or fractional Northwest Quarter of said Fractional Section

19; thence West along said South line of Sub-
 division "A" 1042 feet to the Southwest cor-
 ner of said Subdivision "A"; thence North
 along the west line of Section 19 and Sub-
 division "A" 2658 feet to the place of begin-
 ning, containing 51.54 acres in the South
 Half of the Southwest Quarter of Section 18
 and 94.50 acres in Subdivision "A" of Frac-
 tional Section 19.

Section	Acres
18 and 19	146.04

IN TOWNSHIP 6 SOUTH, RANGE 6 EAST:

All of Fractional Section	1	50.60
All of Fractional Section	2	560.00
All of Section	3	639.60
All of Section	4	640.48
South Half of North Half; West Half of Southeast Quarter; Southwest Quarter	5	399.40
All of Section	6	638.52
All of Section	7	637.36
All of Section	8	637.60
All of Section	9	640.72
All of Section	10	639.84
All of Fractional Section	11	198.20
All of Fractional Section	15	614.00
All of Section	16	640.52
North Half; North Half of Southeast Quarter; South Half of Southwest Quarter; All of South Half of Southeast Quarter north of the Old Spanish Trail, or United States Highway Number 90.	17	497.63
Northeast Quarter of the Northeast Quarter	18	39.77
Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 21 and run thence South 17 rods to a point on the North side of the Wire Road, thence run Northwestwardly along the North side of said road 40 rods 8 feet to a point, thence run North 4 rods to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 21, thence run East 40 rods to the place of beginning, being all that part of the East Half of the Southwest Quarter of the Northeast Quarter of Section 21 lying North of the Wire Road;		
Northwest Quarter of Southwest Quarter of Northeast Quarter of Section 21;		

IN TOWNSHIP 6 SOUTH, RANGE 6 EAST:
(Continued)

Section Acres

Beginning at a point on the half section line 20 rods East from the center of Section 21 and run thence North 40 rods to a point, thence run East 20 rods to a point, thence run South 40 rods to a point on the half section line, thence run West along the half section line 20 rods to the point of beginning, being the East Half of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter of Section 21;

East Half of the Northeast Quarter of Section 21, except therefrom 4.25 acres conveyed by Lawrence Goldsher and wife to Mabel Sidner by Warranty Deed dated May 13, 1912 and recorded in the office of the Probate Judge of Baldwin County, Alabama in Deed Book 21, page 82 and described as follows, to-wit:

Starting at the Northwest corner of the Southeast Quarter of the Northeast Quarter of Section 21 and run South 10 chains, thence run East 10 chains to a stake for a beginning corner, thence run South 6 chains to a stake, thence run East 5 chains to a stake, thence run North 7.95 chains to a stake on the South line of the "Wire Road", thence run North 82 degrees West along said road 5.05 chains to a stake, thence South 2.96 chains to the place of beginning, containing 4.25 acres, more or less, in the Southeast Quarter of the Northeast Quarter of Section 21.

21 93.84

North Half of Northwest Quarter

22 80.00

SUBJECT, HOWEVER, TO THE FOLLOWING EXCEPTIONS AND RESERVATIONS:

1. There will be reserved to the heirs of Lewis G. Crosby, namely, Jessie B. Crosby, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, for a period of twenty-five (25) years from the date of the conveyance of the above described property, a one-eighth (1/8) interest in and to all the oil, gas and other minerals on, in, under and that which may be produced from the above described property and each and every part thereof, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and producing, storing, treating, marketing and removing the same therefrom.
2. Easement from L. G. Crosby and wife to Southern Natural Gas Corporation, dated September 24, 1930 and recorded in Deed Book 50 at pages 191-2, Baldwin County, Alabama Records, which covers lands in Sections 18 and 19, Township 5 South, Range 7 East.

3. Easement from L. G. Crosby and wife to Baldwin County, Alabama, dated May 18, 1933 and recorded in Deed Book 64 at page 242, Baldwin County, Alabama Records, which covers lands in Section 18, Township 5 South, Range 7 East.
4. Conveyance from L. G. Crosby and wife to State of Alabama, dated July 30, 1947 and recorded in Deed Book 122 at page 138, Baldwin County, Alabama Records, which covers lands in Sections 15, 16 and 21, Township 6 South, Range 6 East.
5. Easement from L. G. Crosby and wife to Southern Bell Telephone and Telegraph Company, dated July 28, 1943 and recorded in Deed Book 80 at page 193, Baldwin County, Alabama Records, which covers lands in Sections 17 and 21, Township 6 South, Range 6 East.
6. The mineral interest reserved in the deed from F. W. Taylor and wife to James T. and R. J. Estes, dated July 23, 1945 and recorded in Deed Book 93 at pages 401-2, Baldwin County, Alabama Records, which covers lands in Sections 22 and 23, Township 5 South, Range 6 East.
7. All other existing easements of every kind and nature for highway, road, railroad or public utility purposes, recorded in the office of the Judge of Probate of Baldwin County, Alabama, or apparent on all or any part of the above described property.

From the time Petitioners were appointed and qualified as Administrators of this estate in Alabama to the time that they sent out the written requests for bids, as will hereinafter appear, a large part of their time was devoted to securing responsible prospective purchasers for the above described tract of land and to conferences with the said prospective purchasers, a number of which cruised the timber on the said property. On or about the 10th day of October, 1950, Petitioners mailed written requests for bids on the above described tract of land, a copy of which request is hereto attached, marked "Exhibit A" and by reference made a part hereof as though fully incorporated herein, to the persons, firms and corporations named below:

Hollingsworth & Whitney Co., Box 1189, Mobile 7, Alabama
 Mr. Ed Leigh McMillan, Brewton, Alabama
 Mr. H. H. Maschmeyer, Realtor, 74 St. Francis St., Mobile, Alabama

S. B. Adams Lumber Co., Box 345, Mobile, Alabama
 International Paper Co., Box 1649, Mobile, Alabama
 Tennessee Coal, Iron and Railroad Co., Birmingham, Alabama
 Mr. J. R. Sealey, Realtor, Sealey Springs, Alabama
 Mr. G. H. Wright, First National Bank, Auburn, Alabama
 St. Regis Paper Co., Cantonment, Florida
 Mr. J. E. Estes, Box 24, Milton, Florida
 Mr. John P. Hale, Representative for Philip G. Rust, 619 S. Trammell Street, Atmore, Alabama

Swift-Hunter Lumber Co., Atmore, Alabama
 Adams & Briggs Timber Co., Rt. 5, Box 682, Pensacola, Florida
 Mr. G. C. Coggin, Box 175 Magazine, Mobile, Alabama
 Mr. B. M. Henderson, Box 710, Pensacola, Florida

Ray E. Loper Lumber Co., Bay Minette, Alabama
Armstrong Cork Co., Box 351, Pensacola, Florida
Mr. George W. Hoe & Co., 318 N. Hayne St., Pensacola, Florida
Mr. D. Z. Grove, Realtor, Rt. 1, Summerdale, Alabama
Mr. L. J. Early, Sr., Robertsdale, Alabama
Mr. J. J. Ham, Box 751, Pensacola, Florida
Owsley Lumber Co., Box 1249, Pensacola, Florida
Mr. Ben May, Box 1186, Mobile, Alabama
Mr. D. Yarbrough, First Bank & Trust Co., Pensacola, Florida
Mr. Sam Doney, Realtor, 258 Congress St., Mobile, Alabama
Mr. Edward Ball, 1514 Barnett Bldg., Jacksonville, Florida

It is to the best interest of this estate and all persons interested therein that the said lands be sold in one tract, but due to the size and value thereof the number of persons, firms or corporations interested in the said land is not large. The above list includes all who expressed an interest in purchasing the said property whom Petitioners were able to contact after diligent efforts, which continued over a period of several months, and in addition thereto a number of other substantial parties in the area where the said land is situated.

3. The property described in Paragraph 2 of this petition is a consolidated description of the lands described in the written request for bids, a copy of which is hereto attached, marked "Exhibit A" and the lands described in this petition and in the said written request for bids is the same property.

4. In response to the written request for bids which was sent out by Petitioners, as Administrators of this said estate, they received six substantial bids for the said property, the highest and best of which was the bid of St. Regis Paper Company, a New York Corporation, which was One Million, Six Hundred Forty Thousand, Six Hundred Eighty-nine and no/100 Dollars (\$1,640,689.00), to be paid in cash at the time of the delivery of the conveyance outlined in the said written request for bids. The said bid has been accepted by Petitioners, subject to the approval of this Court. The price for which Petitioners have agreed to sell the said property, subject to the approval of this Court, is the fair and reasonable market value of the said property and it is to the best interest of this estate and all persons interested therein that they, as said Administrators, be authorized to sell the said property to the said

purchaser at private sale for the consideration and in the manner described above. Petitioners further allege that the bid which they have accepted for the said property is more than it would have brought at public sale.

5. It is necessary that the said property be sold by Petitioners, as Administrators of this estate, to pay the debts and obligations thereof, including estate taxes. The personal property of the said estate is not sufficient to pay the debts and obligations of the said estate and estate taxes.

6. The heirs of the said Decedent, together with their places of address, are as follows: Jessie B. Crosby, the widow; Miriam Crosby Berry and Carolyn Crosby Thornton, daughters of the said Decedent, and Frank A. Crosby, a son of the said Decedent. All of the said parties reside in Pensacola, Florida and are each over twenty-one years of age and of sound mind. The said parties have, by written instrument attached to and made a part of this petition, waived notice of the filing of this petition and of the date set for hearing same and have consented and agreed that the prayer of this petition be granted.

7. Jessie B. Crosby, widow of the said Decedent, has, by written instrument attached to and made a part of this petition, consented and agreed that her dower interest in the said property be sold so that the said property can be conveyed to the purchaser free of her dower interest, but reserved the right to have a fair equivalent for her dower interest ascertained and paid to her in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

WHEREFORE, Petitioners pray that the Court will make and enter a proper order or decree authorizing them, as Administrators of the said estate, to sell and convey the above described property to the said St. Regis Paper Company, a New York Corporation, for the price of One Million, Six Hundred Forty Thousand, Six Hundred Eighty-nine and no/100 Dollars (\$1,640,689.00), to be paid in cash as provided above. Petitioners further pray that such other orders

be made and decrees rendered as may be requisite and proper in the premises.

Frank A. Crosby
P. E. Berry

As Administrators of the Estate of Lewis
G. Crosby, Deceased.

STATE OF FLORIDA)
 *
ESCAMBIA COUNTY)

Before me, the undersigned authority within and for said County in said State, personally appeared P. E. BERRY and FRANK A. CROSBY, who, after being by me first duly and legally sworn, depose and say: That they have read over the foregoing petition and that the facts stated therein are true.

Frank A. Crosby
P. E. Berry

Sworn to and subscribed before me on
this the 28th day of February, 1951.

E. Allen T. Jackson

Notary Public, Escambia County, Florida.

STATE OF FLORIDA)
 *
ESCAMBIA COUNTY)

We, the undersigned Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, do each waive notice of the filing of the foregoing petition and of the date set for hearing same and do each consent and agree that the prayer of the said petition be granted and that the said Administrators of this said estate be authorized and empowered to convey the above described property at private sale in the manner set out in the said petition.

The undersigned Jessie B. Crosby does hereby consent that her dower interest in the said property be sold so that the purchaser will take the said property free of and from her dower interest, but she reserves the right on confirmation of this sale to have a fair equivalent for her dower interest ascertained and paid to her in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

Jessie B. Crosby
Miriam Crosby Berry
Carolyn Crosby Thornton
Frank A. Crosby

STATE OF FLORIDA)
 *
ESCAMBIA COUNTY)

I, Ellen H. Jackson, a Notary Public, within and for said County in said State, hereby certify that Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 28th day of February, 1951.

Ellen H. Jackson
Notary Public, Escambia County, Florida.

Affix Seal.

EXHIBIT "A"
REQUEST FOR BIDS ON LANDS IN BALDWIN COUNTY,
ALABAMA, OWNED BY THE ESTATE OF L.G. CROSBY, DECEASED.

The undersigned as administrators of the estate of L. G. Crosby, deceased, will receive alternative bids for the purchase of:

- (a) All lands and all timber thereon owned by the estate of L. G. Crosby, deceased, in Baldwin County, Alabama, as described on list of said lands consisting of seven pages submitted herewith: or
- (b) All standing pine timber on said lands measuring eight (8) inches and over in diameter, six(6) feet above ground, at time of sale.

This request for bids, with list of lands attached, is submitted in duplicate; all pages have been signed by the undersigned administrators for identification of the terms and conditions on which bids shall be received, as well as of the lands and/or timber thereon on which bids shall be made. Each bidder shall retain one copy of this request for bids, with list of lands attached, and shall return to the undersigned administrators the separate copy of this request for bids, with list of lands attached. Each bidder must sign his or its bid on the form appended to this request for bids, and must also sign each page of this request for bids and each page of the list of lands attached, so as to avoid any future misunderstanding as to the lands and/or timber thereon/^{on} which the bid is made, and as to the agreement of the bidder to the terms and conditions of this request for bids. Each bidder, in making bid for said lands and/or for the timber thereon, as well as the undersigned administrators of the estate of L. G. Crosby, deceased, agree to be bound by all of the provisions and conditions following:

1. The undersigned administrators (and/or their successors) reserve the right to reject any and all bids, whether the same shall be for the lands as a whole, with all standing timber, or only for the timber on said lands.
2. The sale of said lands and/or the timber thereon (if sale of timber is made separately) shall be subject to the approval of the Circuit Court of Baldwin County, Alabama, which court has jurisdiction of administration proceedings on the estate of said L. G. Crosby, deceased, in the State of Alabama.
3. Except for reservations of oil and mineral rights hereafter provided for, conveyance of said lands and/or of the timber thereon will be made by proper conveyances and/or bills of sale which shall bargain, sell, transfer and convey to the purchaser all of the right, title and interests of the estate of L. G. Crosby, deceased, in said lands, and the timber thereon, if sold as a whole, or in the timber on said lands, if only the timber on said lands shall be sold. The title conveyed shall be free of:

(a) All liens for taxes for the year 1950 and prior years, and taxes for the year 1951 shall be prorated; all taxes after 1951 shall be assumed and paid by the purchaser. If only the timber on said lands shall be sold, the purchaser shall pay taxes on the assessed value of the timber which shall be made by the Tax Assessor of Baldwin County, Alabama, at the request of the undersigned and of said purchaser of said timber; and

(b) All mortgages and other liens existing against the property as disclosed by abstracts of title to said lands to be furnished by the undersigned administrators for examination by the bidder whose bid is accepted.

(c) In all conveyances of said lands or any part thereof to any bidder whose bid is accepted (and/or to any successor in interest of such bidder if assignment of the rights of any bidder is consented to by the undersigned) there shall be reserved to the estate of L. G. Crosby, deceased, and/or to the successors in title of said estate to the lands aforesaid, an undivided one-eighth(1/8) interest in all oil, gas and other minerals upon or under said lands and every part thereof, and also an undivided one-eighth(1/8) interest in all rents, royalties, issues, profits and other income of every kind which shall become due and payable for and from all oil, gas and other mineral leases or agreements hereafter made with respect to said lands or any part thereof; which said reservations shall terminate twenty-five years after the date of conveyance of said lands to the bidder or its assignee if assignment is consented to.

4. The title to be conveyed to the purchaser to either the lands and timber thereon, and/or the timber on said lands, if timber only shall be sold, shall be subject to:

(a) All existing railroad rights-of-way;

(b) All existing rights-of-way for power, telephone pipe and other utility transmission lines;

(c) All State and County public roads and highways running through said lands or any part thereof;

(d) All other existing public roads, if any, running through said lands, or any part thereof;

(e) All other easements affecting said lands, or any part thereof, as shall be disclosed by abstracts of title to said lands; and

(f) The rights of all parties, if any there be, in possession of said lands, or any part thereof, asserting any title thereto adversely to the title of the estate of L. G. Crosby, deceased. The undersigned administrators represent, however, that they do not know of any persons in possession of any of said lands asserting title thereto adversely to the title of the estate of L.G. Crosby, deceased.

5. Each bidder whose bid shall receive favorable consideration from the undersigned, will be given written authority by the undersigned, for the authorized representatives of said bidder to enter upon said lands for inspection thereof and of the timber thereon, and for the purpose of cruising the timber on said lands. Provided, however, there shall be no cutting and/or removal of any timber or of any other property from said lands without written permission of the undersigned; nor shall such representatives of the bidder (and/or said bidder) commit or permit the commission of any other waste on said lands; and the bidder shall be responsible for any negligent or wrongful acts done or committed upon said lands by the representative of the bidder of the kinds aforesaid.

6. All bids for the purchase of said lands as a whole, including timber thereon, and/or separately for the timber on said lands, shall be submitted to the undersigned on or before December 15, 1950 by delivering same to the undersigned or mailing same to the undersigned administrators at P.O. Box 186, in Pensacola, Florida. This time is allowed to give prospective bidders sufficient opportunity to inspect the lands and cruise the timber thereon. The undersigned reserve the right to accept a bid for the lands and timber, or to accept a bid only for the timber on said lands. Any bidder submitting a bid only for the timber on said lands, shall agree in said bid to cut and remove all of the pine timber of the sizes and dimensions aforesaid from said lands within six (6) years from date of sale. Any pine timber not so removed within said six years shall revert to the estate of L. G. Crosby, deceased.

If only timber referred to herein is purchased the land shall be divided into three (3) zones as nearly equal in acreage and contiguous sections or parts of sections as possible; the bidder may commence cutting and removal of said timber on any one zone, but must completely cut and remove all of said pine timber from such zone before commencing cutting and removal of timber on another zone; the bidder must cut and remove said pine timber from each such zone within three (3) years from the time cutting is commenced in such zone; any such timber not cut and removed from any zone on ^{one} which cutting has been commenced, within three (3) years from commencement of cutting in such zone, shall revert to the estate of L. G. Crosby, deceased; and any of said pine timber on the whole of the lands which shall not be cut and removed within six (6) years from date of sale, shall revert to the estate of L. G. Crosby, deceased, and/or the successors in interest of said estate as above provided for.

Purchaser of timber alone shall notify the undersigned administrators in writing the description of the first zone on which cutting of timber is commenced, and shall give similar notice to said administrators when cutting in each zone has been completed, subject, as above provided for, to the limitation of three (3) years for cutting and removal of timber in any one zone.

7. If a bid for the lands and all timber thereon is accepted, or if a bid for the timber on said lands alone is accepted, the undersigned will, as soon as possible, furnish to the bidder whose bid is accepted, abstracts of title to said lands for examination by such bidder; such bidder shall have forty-five (45) days from the receipt of said abstracts of title to have the same examined; if said abstracts of title shall show a merchantable title to said lands in estate of L. G. Crosby, deceased, subject only to unpaid taxes and liens thereon which may be discharged by said estate, then the bidder shall be obligated to purchase said lands and timber thereon, or to purchase the timber thereon, according to the accepted bid of such bidder, if such liens shall be removed within thirty(30) days from the time notice is given by bidder to the undersigned administrators of the existence of such liens, which notice shall describe said liens.

If the bidder to whom abstracts of title shall be submitted for examination, shall claim that as to all or any part of said lands, said abstracts do not show merchantable title thereto in the estate of L. G. Crosby, and shall give notice in writing of that fact to the undersigned administrators, describing the lands as to which it is claimed the abstracts do not show merchantable title in the estate of L. G. Crosby, the undersigned administrators shall have the right to establish such merchantable title to said lands in the estate of L. G. Crosby, deceased, by affidavits of persons having knowledge of the facts, showing adverse possession of said lands by said L. G. Crosby, and/or by his predecessors in title, for the time required by the laws of the State of Alabama, to give good title to said lands by adverse possession. If said abstracts of title, supplemented by such affidavits as to possession, do not establish merchantable title under the laws of the State of Alabama to said lands and/or the timber thereon, in the estate of L. G. Crosby, deceased, then the bidder shall not be obligated to purchase said lands and/or the timber thereon in accordance with his or its bid. All abstracts of title shall remain the property of the undersigned administrators, and shall be promptly returned to the undersigned if the bidder does not purchase said lands or the timber thereon in accordance with his or its bid. Neither the estate of L. G. Crosby, deceased, nor the undersigned as administrators of said estate, shall be obligated to take any action to clear up any objections to the title to said lands, or to the title to the timber on said lands(other than the removal of liens as aforesaid), and their efforts so to do shall not be construed as obligating them to clear up any such objections.

Any bidder whose bid shall be accepted, and to whom abstracts of title shall be submitted for examination, and who shall fail to advise the undersigned in writing at their address above mentioned within forty-five days after receipt of said abstracts of title that the title is not accepted, shall be conclusively presumed to have approved the title to said lands and/or the timber thereon, and shall thereby become obligated to purchase said lands and/or the timber thereon, in accordance with the bid of such bidder submitted and accepted, and shall be obligated to promptly complete the purchase of

said lands and/or the timber thereon, according to his or its bid made and accepted.

8. On the acceptance by the undersigned of any bid for the purchase of said lands and timber thereon, and/or for the purchase of timber on said lands, according to the bid made and accepted, the undersigned as administrators of the estate of L. G. Crosby, deceased, do hereby bind said estate, and themselves as administrators of said estate, to sell to said bidder whose bid shall have been accepted, the said lands and the timber thereon, if the bid shall be made and accepted for the lands and timber thereon, as a whole, and if said bid shall be made and accepted only for the timber thereon, then to sell to said bidder the timber on said lands according to the bid for said timber so made and accepted, and for the amount of such bid or bids, subject only to the approval of the Circuit Court of Baldwin County, Alabama, as above provided for. Any bidder whose bid shall be accepted, as well as the undersigned administrators, shall be obligated, if either the bidder or the undersigned administrators shall so desire, to enter into a more formal written contract obligating the bidder to purchase and the undersigned administrators to sell said lands and/or the timber thereon, in accordance with the bid made and accepted, and in accordance with the conditions of this request for bids. Provided, however, that said agreement shall not contain any further, other or different obligations binding on the undersigned administrators different from the matters and things set forth in this request for bids.

Payment of purchase price. If the bid made and accepted is for the lands and timber thereon as a whole, or is only for the timber on said lands of the sizes and dimensions aforesaid, and in accordance with the cutting and removal provisions aforesaid the bidder shall have the right to pay the full purchase price thereof at the time of closing the sale; or, the bidder may pay not less than one-half (1/2) of said purchase price at the time of closing sale and the balance at any time within twelve (12) months from the date of the closing of the sale, the deferred balance to bear interest at the rate of four (4%) per cent per annum until paid. The unpaid portion of the purchase price, with interest, shall be secured either by a vendor's lien or a first purchase money mortgage on said property on form acceptable to the undersigned administrators, and shall contain provisions for the payment of all costs of collection and attorneys' fees, and said balance of said purchase price shall also be evidenced by the negotiable promissory note of the bidder, which note shall be secured by said vendor's lien and /or said purchase money mortgage on said property.

Until the full purchase price of said property, with interest, costs of collection and attorneys' fees shall be paid, and whether the sale shall be of the lands and timber thereon as a whole, or only of the timber on said lands, the bidder shall have no right to cut or remove, or permit the cutting or removal of any timber from said lands, and shall have no right to turpentine or permit the

turpentine of any timber on said lands, and shall not remove any other property from said lands or commit or suffer to be committed any waste thereon. If the lands, exclusive of the timber thereon, shall be sold to one purchaser, and the timber on said lands, exclusive of the land, shall be sold to a different purchaser, the transfer, sale and conveyance of the land shall contain appropriate provisions authorizing the purchaser of the timber to enter upon said lands by his or its agents, servants and representatives, and with all necessary equipment, for the purpose of cutting and removing the timber from said lands within the time to be agreed upon between the undersigned and the purchaser of said timber for the cutting and removal of said timber from said lands.

All of the conditions of this request for bids shall be binding on and restrict all agents and servants of the bidder (as well as the bidder) and the bidder shall have no right to assign any rights acquired hereunder or under any more formal contract to be entered into as provided for herein, if his or its bid shall be accepted, without the written consent of the undersigned, and then only on the terms and conditions as shall be provided for in such written consent.

9. Each bid must be accompanied by a certified check in favor of the undersigned administrators for Twenty-five (\$2500.00) hundred Dollars as evidence of the good faith of the bidder in submitting a bid in accordance with the provisions of this request for bids, and to obligate the bidder, if his or its bid is accepted, to purchase the lands and timber thereon, if the bid is for the lands and timber as a whole, or the timber thereon, if the bid is accepted only for the timber, in accordance with such accepted bid, and to obligate the bidder to otherwise abide by and perform the terms and conditions of this request for bids. If the bidder purchases said lands and the timber thereon, or said timber separately, in accordance with said accepted bid, said deposit will be credited on the initial payment of the purchase price for the property purchased. If the bid submitted is not accepted, said deposit will be promptly refunded to the bidder making such deposit. If the bid is accepted and the bidder fails to complete the purchase of the property in accordance with the terms and conditions hereof when requested so to do, then the undersigned shall have the right to retain said deposit to compensate them for all costs and expenses they have incurred in their negotiations with the bidder, the costs and expenses of obtaining abstracts of title to said property for examination by the bidder, for withholding said property from the market for sale to other prospective purchasers after accepting the bid of the bidder, and for all other costs, expenses, losses and damages they shall have suffered by reason of the failure of the bidder to purchase said property in accordance with the terms and conditions hereof; provided, however, if the refusal of the bidder to purchase said property according to its or his bid made and accepted is solely because of the inability of the estate of L. G. Crosby, deceased, and/or of the undersigned as administrators of said estate, to convey merchantable title to the property for which the bid is made and accepted as hereinabove provided for, then said deposit shall be refunded to the bidder.

Dated at Pensacola, Florida, this October 10, 1950.

As Administrators of the Estate of
Lewis G. Crosby, also known as L.G.
Crosby, Deceased.

BID

Name of City

1950.

Messrs. Frank A. Crosby and P.E. Berry,
as Administrators of the Estate of Lewis
G. Crosby, also known as L. G. Crosby,
Deceased,
Box 186
Pensacola, Florida.

Gentlemen:

In accordance with your foregoing request for bids, for the purchase of the lands and timber as a whole, on the lands as described on lists thereof consisting of seven(7) pages hereto attached and signed by you, and also signed by the undersigned, for identification, and/or for the purchase separately of the timber on said lands, and subject to all of the terms and conditions of the foregoing request for bids signed by you, the undersigned hereby offers to purchase said lands and the timber thereon as a whole, for the sum of _____

(\$ _____) Dollars. And the undersigned, as an alternative bid for said pine timber alone, hereby offers to purchase said timber according to the sizes and dimensions aforesaid, and according to the provisions aforesaid for the cutting and removal of said timber, for the sum of _____

(\$ _____) Dollars.

The undersigned agrees to pay the amount offered for the lands and timber as a whole, as follows: _____

The undersigned agrees to pay the amount offered for the pine timber alone on said lands, as follows: _____

If this bid is accepted by you, the undersigned agrees to be bound by all of the terms, provisions and conditions provided for in the foregoing request for bids signed by you.

The undersigned tenders herewith certified check for Two Thousand Five Hundred and No/100(\$2,500.00) Dollars, as evidence of good faith to be received, held and disposed of by you in accordance

Date _____

BID Continued.

with the conditions of the foregoing request for bids.

If this bid is accepted, the undersigned requests that you furnish as soon as possible, written permission for the undersigned and/or its representatives to enter upon said lands for the purpose of inspecting the same and timber thereof, and for the purpose of cruising said timber.

This bid shall constitute a firm offer by the undersigned as above set forth, for a period of two weeks from the receipt hereof by you. If you do not advise the undersigned by registered mail at the address below within two weeks after the receipt of this offer by you of your acceptance hereof, then the undersigned reserves the right to withdraw this offer.

Yours very truly,

Name

Title

Mailing address

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

1. Petitioners are each over twenty-one years of age and residents of Escambia County, Florida.

3. Immediately after the said Letters of Administration were issued to Petitioners in Alabama, they entered upon their duties as such Administrators and have handled all of the affairs of the said estate diligently and to the best of their ability. Petitioners have not used any of the funds or other assets of the said estate for their own benefit, either directly or indirectly.

4. The administration of this said estate was removed from the Probate Court of Baldwin County, Alabama to the Circuit Court of Baldwin County, Alabama, Sitting in Equity, by a decree of the said Equity Court dated April 27, 1950, where it is now pending.

5. Attached to this petition is Petitioners' account, as said Administrators, which account contains a complete list of all receipts and disbursements of Petitioners, as said Administrators, in the State of Alabama from the time of their said appointment to the date of the filing of this petition. The said account also contains a list of all funds and assets now on hand belonging to the said estate, which account is, by reference, made a part

hereof as though fully incorporated herein. Vouchers for all expenditures are filed herewith.

6. More than six months have expired since the said Letters of Administration were issued to Petitioners in Alabama. All debts and obligations of the said estate, except estate taxes due the United States of America and the State of Alabama, and the fees and charges of administration have been fully paid. A substantial payment has been made by Petitioners on the estate taxes due the United States of America, but the final tax liability of this estate to the United States of America and the State of Alabama has not been determined, because of which it is impossible for Petitioners to make a final settlement of this said estate in Alabama at this time.

7. Petitioners desire to make a partial settlement of the Alabama administration of this estate at this time, reserve some reasonable part of the assets, the amount of which shall be fixed by this Court, to pay the estate taxes due the United States of America and the State of Alabama and to pay such other charges as may accrue before final settlement in Alabama, pay the fees and charges of administration in Alabama, pay some reasonable part of the assets, the amount of which shall be fixed by the Court, to the Petitioners, as Administrators of this estate in Escambia County, Florida, to be used there in paying taxes and fees and charges of administration, so that real and personal property belonging to this estate and situated in Florida will not have to be sacrificed to raise cash for these purposes, and distribute the remainder of the said assets in Alabama among the heirs and distributees of the said Decedent who are entitled to share therein.

8. The tract of land in Baldwin County, Alabama, consisting of approximately 19,604.78 acres, which was sold by Petitioners to the St. Regis Paper Company, a New York Corporation, for One Million, Six Hundred Forty Thousand, Six Hundred Eighty-nine Dollars (\$1,640,689.00) under the authority granted to them by the former decrees of this Court, consists largely of timber land. From

the time Petitioners were appointed as Administrators of this estate on, to-wit, April 3, 1950, until the said property was conveyed to the said purchaser on March 13, 1951, the greater part of Petitioners' time was devoted to protecting the said property from fire and arranging for its sale. Injury or damage to the said property by fire would have greatly depreciated the value of this tract of land, which was the principal asset of this estate. Petitioners also devoted a large part of their time between April 3, 1950 and March 13, 1951 in offering the property for sale, showing it to prospective purchasers, securing information relative to the title thereto and securing deeds, affidavits and other instruments necessary to perfect the title to the said tract of land which was conveyed to the Decedent, Lewis G. Crosby, in a number of different tracts. The said property was not listed for sale with any real estate agent or agents and no commissions were paid to any person, firm or corporation for the sale of the said property. The said services rendered by Petitioners in caring for, protecting and selling the said tract of land was special and extraordinary and resulted in substantial benefits to this estate and all persons interested therein. Some reasonable amount should be fixed by the Court and allowed to Petitioners, as special or extraordinary compensation for the said services so rendered by Petitioners, which amount should be determined by the time Petitioners devoted to the said services, the benefits to this estate and the responsibility involved therein.

9. The heirs of the said Decedent, who are entitled to share in the assets of the said estate, are as follows: Jessie B. Crosby, the widow; Miriam Crosby Berry, a daughter; Frank A. Crosby, a son; and Carolyn Crosby Thornton, a daughter, each and all of which said parties are over twenty-one years of age, of sound mind and are residents of Pensacola, Florida.

10. Petitioners desire that notice of this partial settlement be given in the same manner as required by law in case of final settlement of estates to the end that the Petitioners may have the protection afforded to them by Title 61, Section 315 of the

1940 Code of Alabama.

WHEREFORE, Petitioners pray for the following separate and several relief:

1. That the Court will take jurisdiction of the cause made by this petition, appoint a day to hear and determine same and give notice thereof to all necessary and proper parties in the same manner as is required by law in case of final settlement of estates in order that the Petitioners may have the protection afforded to them by Title 61, Section 315 of the 1940 Code of Alabama.

2. That Petitioners' account, which is filed herewith, be audited, stated and passed and allowed as stated.

3. That the Court fix and allow a reasonable sum to Petitioners as special or extraordinary compensation for the services rendered by them in caring for and selling the tract of land owned by this estate and situated in Baldwin County, Alabama.

4. That the Court fix and allow the commissions on receipts and disbursements to which Petitioners are entitled, as Administrators of this said estate, under and by virtue of the provisions of Title 61, Section 377 of the 1940 Code of Alabama.

5. That the Court fix and allow a reasonable attorneys' fee to be paid to the attorneys for the Petitioners for services rendered by the said attorneys to the Administrators of this said estate.

6. That the Court fix a reasonable sum to be retained by the Administrators of this said estate in Alabama for the purpose of making a final payment of estate taxes to the United States of America and the State of Alabama and for the purpose of paying such other charges as may accrue in connection with the administration of this estate in Alabama before final settlement thereof.

7. That the Court fix a reasonable sum to be paid by Petitioners, as Administrators of this said estate in Alabama, to the Petitioners, as Administrators of this estate in Escambia County, Florida, to be used there for the purpose of paying the fees and charges of administration, in order that real and personal property belonging to the said estate and situated in Florida will not have

to be sacrificed to raise cash for these purposes.

8. That the amount of the distributive shares due Jessie B. Crosby, Miriam Crosby Berry, Frank A. Crosby and Carolyn Crosby Thornton be determined, fixed and allowed.

9. Petitioners further pray that such other orders be made and decrees rendered as may be necessary and proper to partially settle this estate in Alabama and give to the Petitioners the protection provided by Title 61, Section 315 of the 1940 Code of Alabama.

Frank A. Crosby
P. E. Berry

As Administrators of the Estate of
Lewis G. Crosby, Deceased.

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared P. E. BERRY and FRANK A. CROSBY, who, after being by me first duly and legally sworn, do each depose and say: That they have read over the foregoing petition and that the facts contained therein are true.

Frank A. Crosby
P. E. Berry

Sworn to and subscribed before me on
this the 21st day of March, 1951.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama.

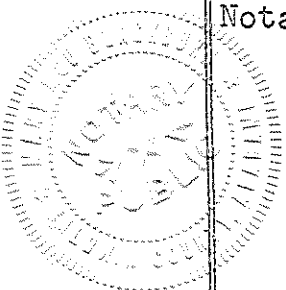


EXHIBIT A

PERSONAL PROPERTY OR PROCEEDS FROM SALE OF PERSONAL PROPERTY:

Amount on deposit to credit of Decedent in First National Bank, Montgomery, Ala- bama,	\$ 1,471.43	
Meter deposit refund	10.00	
Proceeds from sale of following property:		
1 calf	69.50	
4 saddle horses	118.00	
4 mules	142.00	
12 bulls	1,789.77	
12 steers	967.50	
104 cows and		
78 calves	14,785.83	
3 electric heaters	15.00	
1 wood heater	5.00	
1 tractor	850.00	
1 tractor-drawn mower	125.00	
1 disc harrow	125.00	
1 disc harrow	100.00	
1 disc tiller	200.00	
Total personal property		20,774.03

PROCEEDS FROM SALE OF REAL PROPERTY

Initial payment on real property situated in Atmore, Escambia County, Alabama, sold to Atmore Truckers Association	5,250.00	
Payments on mortgage from Atmore Truckers Association on above property	750.00	
Proceeds from sale of Baldwin County, Alabama real property	<u>1,640,689.00</u>	
Total cash receipts from sale of real property		<u>1,646,689.00</u>
GRAND TOTAL CASH RECEIPTS		\$1,667,463.03

EXHIBIT B
DISBURSEMENTS

1950		
3- 3	Jackson Downer, Labor	\$ 8.00
3-11	John Steele, Labor	10.00
3-11	Reuben Downer, Labor	7.50
3-13	Fate Cullman, Labor	10.00
3-18	E. L. Givens, Labor	18.00
3-11	John Steele, Labor	10.00
3-11	Jack Downer, Labor	70.00
3-17	Andrew Thornton, Labor	13.50
3-11	Reuben Downer, Labor	3.00
3-18	John Woods, Labor	2.50
3-16	Jack Jackson, Labor	14.30
3-18	E. L. Givens, Labor	33.00
3-16	Willie Campbell, Labor	13.50
3-21	Baldwin County Electric Membership Corp., Light bill	17.75
3-16	Alabama Power Company, Light bill	3.04
3-20	E. L. Givens, Labor	15.00
3-18	John Steele, Labor	10.00
3- 7	Jackson Downer, Labor	4.00
3-19	Reuben Downer, Labor	4.50
3-19	Fate Cullman, Labor	10.00
3-13	Fate Cullman, Labor	10.00

1950		
3-13	Bill Bostic, Labor	\$44.00
3-18	Jack Downer, Operating and traveling expenses	18.45
3-18	Atmore Truckers Association, Crushing corn and labor in connection therein	9.05
3-27	Rube Downer, Labor	4.50
3-25	Andrew Thornton, Labor	12.75
3-25	John Steele, Labor	10.00
3-27	Jackson Downer, Labor	10.00
3-25	Fate Cullman, Labor	10.00
4- 1	E. L. Givens, Labor	18.00
3-27	Jack Downer, Operating and traveling expenses	15.29
3-27	Alabama Power Company, Light bill	2.00
4- 3	Jackson Downer, Labor	10.00
4- 1	Fate Cullman, Labor	10.00
4- 3	Rube Downer, Labor	6.00
4- 3	E. L. Givens, Labor	18.00
4- 1	Atmore Truckers Association, Grinding feed	15.25
4- 4	Jack Downer, Labor	70.00
4- 4	Jack Downer, Operating and traveling expenses	10.22
4- 8	Fate Cullman, Labor	10.00
4- 8	E. L. Givens, Labor	18.00
4- 8	Jackson Downer, Labor	6.00
4- 8	Rube Downer, Labor	4.50
4- 8	John Steele, Labor	10.00

1950		
4-10	Jack Downer, Operating and traveling expenses	\$12.50
4-15	Jackson Downer, Labor	8.00
4-15	Fate Cullman, Labor	10.00
4-15	John Steele, Labor	10.00
4-15	Rube Downer, Labor	4.50
4-12	W. R. Stuart, Probate Judge, Court costs	9.50
4-11	Baldwin County Electric Membership Corp., Light bills	24.73
4-15	Jack Downer, Operating and traveling expenses	16.44
4-22	Jackson Downer, Labor	7.00
4-22	Rube Downer, Labor	4.50
4-22	John Steele, Labor	10.00
4-22	Fate Cullman, Labor	10.00
4-27	Collector of Internal Revenue, Employer's quarterly federal tax return	151.73
4-22	Jack Downer, Operating and traveling expenses	7.15
4-29	Fate Cullman, Labor	10.00
4-29	John Steele, Labor	10.00
4-29	Rube Downer, Labor	6.00
4-29	Jack Downer, Operating and traveling expenses	7.79
5- 1	Jack Downer, Labor	70.00
5- 1	Lee Cantrell, Labor	50.00
5- 3	Alabama Power Company, Light bill	2.00
5- 3	Baldwin County Electric Membership Corp., Light bill	17.77
5- 3	Baldwin County Abstract Company, Report on estate property	60.00

1950		
5- 6	Jack Jackson, Labor	\$ 7.65
5- 6	Rube Downer, Labor	4.50
5- 6	Fate Cullman, Labor	10.00
5- 6	John Steele, Labor	10.00
5- 6	Jackson Downer, Labor	6.00
5- 6	Jack Downer, Operating and traveling expenses	7.10
5-13	Fate Cullman, Labor	10.00
5-13	Rube Downer, Labor	6.00
5-13	John Steele, Labor	10.00
5-17	A. V. Herring, Blacksmith work	14.75
5-20	John Steele, Labor	10.00
5-20	Rube Downer, Labor	9.00
5-20	Fate Cullman, Labor	10.00
5-20	Jack Downer, Operating and traveling expenses	8.24
5-23	Butler's Grain and Milling Company, Horse feed	36.00
5-27	John Steele, Labor	10.00
5-27	Rube Downer, Labor	10.50
5-27	Fate Cullman, Labor	10.00
5-31	West Florida Title and Abstract Company, Blueprints	1.50
6- 3	Fate Cullman, Labor	10.00
6- 1	Ed Lee, Labor	10.50
6- 3	J. Montgomery, Labor	6.00
6- 3	John Steele, Labor	10.00

1950		
6- 3	Andrew Thornton, Labor	\$ 6.00
6- 3	Rube Downer, Labor	10.50
6- 3	Jack Jackson, Labor	15.75
6- 3	Jack Downer, Labor	70.00
6- 3	Lee Cantrell, Labor	50.00
6- 5	Butler's Grain and Milling Company, Feed	8.84
6- 3	Alabama Power Company, Light bill	2.00
6- 5	Baldwin County Electric Membership Corp., Light bills	22.71
6- 3	E. L. Givens, Labor	20.00
6- 7	Jack Jackson, Labor	1.50
6- 3	Jack Downer, Operating and traveling expenses	9.19
6-10	Fate Cullman, Labor	10.00
6-10	John Steele, Labor	10.00
6-10	Rube Downer, Labor	9.75
6-17	Rube Downer, Labor	9.00
6-17	John Steele, Labor	10.00
6-17	Fate Cullman, Labor	10.00
6-16	City Cafe, Meals for help	1.12
6-16	Sheridan Cafe, Meal for help	2.25
6-15	Morrison's Cafeteria, Meal for help	1.91
6-15	Gordon Service Station, Gasoline	3.15
6-15	Morrison's Cafeteria, Meal for help	1.80
6-16	W. C. Miller, Gasoline	2.59

1950		
6-17	Jack Downer, Operating and traveling expenses	\$12.09
6-23	M. O. Brawner, Postmaster, Documentary stamps	4.40
6-23	W. R. Stuart, Probate Judge, Recording charges	12.25
6-23	W. R. Stuart, Probate Judge, Certified copies	3.50
6-24	Jack Downer, Operating and traveling expenses	7.72
6-24	John Steele, Labor	10.00
6-24	Fate Cullman, Labor	10.00
6-24	Rube Downer, Labor	9.00
7- 1	Jack Downer, Operating and traveling expenses	9.56
7- 1	John Steele, Labor	10.00
7- 1	Rube Downer, Labor	9.00
7- 1	Fate Cullman, Labor	10.00
7- 1	Jack Downer, Labor	70.00
7- 1	Lee Cantrell, Labor	50.00
7- 1	Baldwin County Electric Membership Corp., Light bills	14.58
7- 1	Montgomery Abstract and Title Company, Report on Montgomery County real property	25.00
7- 1	Alabama Power Company, Light bills	2.00
7- 8	Fate Cullman, Labor	10.00
7- 8	Rube Downer, Labor	7.50
7- 8	John Steele, Labor	10.00
7-13	Butler's Grain and Milling Company, Feed	47.09
7-13	C. E. Overman, Blueprints and sketch	11.00
7-21	J. E. Daniels, Insurance premiums	116.40

1950		
7-15	Willie Edwards, Labor	\$12.80
7-15	Rube Downer, Labor	9.00
7-15	John Steele, Labor	10.00
7-15	Fate Cullman, Labor	10.00
7-22	Rube Downer, Labor	7.50
7-22	Willie Edwards, Labor	21.20
7-22	John Steele, Labor	10.00
7-22	Fate Cullman, Labor	10.00
7-27	C. E. Overman, Blueprints	3.72
7-29	John Steele, Labor	10.00
7-29	Willie Edwards, Labor	20.00
7-29	Rube Downer, Labor	7.50
7-29	Roger Berry, Labor	4.00
7-29	Fate Cullman, Labor	10.00
7-29	Jack Downer, Operating and traveling expenses	14.84
8- 2	A. V. Herring, Blacksmith work	18.00
8- 3	Alabama Power Company, Light bill	3.28
8-3	Baldwin County Electric Membership Corp., Light bills	18.04
8- 4	Southern Cotton Oil Company, Feed	40.00
8- 5	Fate Cullman, Labor	10.00
8- 5	Willie Edwards, Labor	19.20
8- 5	John Steele, Labor	10.00
8- 5	Rube Downer, Labor	9.50

1950		
8- 8	Baldwin County Abstract Company, Report on conveyances	\$25.00
8- 5	Lee Cantrell, Labor	50.00
8- 5	Jack Downer, Labor	70.00
8-12	Fate Cullman, Labor	10.00
8-12	Rube Downer, Labor	8.50
8-12	John Steele, Labor	10.00
8-12	Willie Edwards, Labor	20.00
8-12	Jack Downer, Operating and traveling expenses	6.74
8-19	Rube Downer, Labor	7.50
8-19	Roger Berry, Labor	1.50
8-19	Willie Edwards, Labor	20.00
8-19	Fate Cullman, Labor	10.00
8-19	John Steele, Labor	10.00
8-19	Butler's Grain and Milling Company, Feed	35.93
8-26	Rube Downer, Labor	9.00
8-26	Fate Cullman, Labor	10.00
8-26	John Steele, Labor	10.00
8-26	Willie Edwards, Labor	20.00
8-28	Pronto Photos, Copy of map	2.32
9- 1	Jack Downer, Labor	70.00
9- 1	Lee Cantrell, Labor	50.00
9- 2	Fate Cullman, Labor	10.00
9- 2	Willie Edwards, Labor	20.00
9- 2	John Steele, Labor	10.00

1950		
9- 2	Rube Downer, Labor	\$ 6.00
9- 1	Jack Downer, Operating and traveling expenses	8.83
9- 2	Alabama Power Company, Light bill	2.88
9- 5	Baldwin County Electric Membership Corp., Electric bill	20.33
9- 9	Fate Cullman, Labor	10.00
9- 9	John Steele, Labor	10.00
9- 9	Willie Edwards, Labor	20.00
9- 9	Rube Downer, Labor	4.50
9- 9	Jack Downer, Operating and traveling expenses	8.27
9-11	Pronto Photos, Maps	2.06
9-16	John Steele, Labor	10.00
9-16	Willie Edwards, Labor	20.00
9-16	Fate Cullman, Labor	10.00
9-16	Rube Downer, Labor	3.00
9-20	City Cafe, Meals for administrators	4.23
9-22	City Cafe, Meals for administrators	3.67
9-22	Standard Service Station, Miscellaneous	.40
9-23	John Steele, Labor	10.00
9-23	Fate Cullman, Labor	10.00
9-23	Willie Edwards, Labor	20.00
9-23	Rube Downer, Labor	3.75
9-23	Jack Downer, Operating and traveling expenses	7.56
9-29	Alabama Power Company Electric bills	3.20

1950		
9-30	Rube Downer, Labor	\$ 4.50
9-30	Willie Edwards, Labor	20.00
9-30	John Steele, Labor	10.00
9-30	Fate Cullman, Labor	10.00
9-30	Lee Cantrell, Labor	50.00
9-30	Jack Downer, Labor	70.00
10- 2	Wolfe's Typing and Printing Service, Stenographic work	19.16
10- 2	Baldwin County Electric Membership Corp., Electric bills	19.95
10- 4	Motor Service, Inc., Electric motor repairs	48.28
10- 7	L. E. Kelly, Labor	20.00
10- 7	Rube Downer, Labor	4.50
10- 7	Willie Edwards, Labor	20.00
10- 7	John Steele, Labor	10.00
10- 7	Fate Cullman, Labor	10.00
10- 7	Jack Downer, Operating and traveling expenses	9.85
10-10	Wolfe's Typing and Maling Service, Stenographic work	16.23
10-11	C. E. Overman, Blueprints	9.30
10-14	Fate Cullman, Labor	10.00
10-14	John Steele, Labor	10.00
10-14	Willie Edwards, Labor	22.00
10-14	Rube Downer, Labor	4.50
10-16	M. O. Brawner, Postmaster Documentary stamps	.75
10-14	L. E. Kelly, Labor	30.00

1950		
10-16	W. R. Stuart, Probate Judge, Recording charges	\$ 2.15
10-18	Merriwether Milling Company, Crushing corn and feed	131.15
10-18	Julia Tippins, Attorney, Abstract work	10.00
10-19	St. Charles Hotel, Room for help	2.00
10-19	Luverne Cafe, Meal for help	1.43
10-21	Willie Edwards, Labor	20.00
10-21	L. E. Kelly, Labor	22.00
10-21	Fate Cullman, Labor	10.00
10-21	Rube Downer, Labor	3.00
10-21-	John Steele, Labor	10.00
10-26	Alabama Power Company, Electric bills	2.40
10-21	Jack Downer, Operating and traveling expenses	6.53
10-28	L. E. Kelly, Labor	20.00
10-28	Fate Cullman, Labor	10.00
10-28	John Steele, Labor	10.00
10-28	Rube Downer, Labor	3.00
10-28	Willie Edwards, Labor	20.00
10-31	Wolfe's Typing and Mailing Service, Stenographic work	1.24
10-31	Julia Tippins, Attorney, Attorney's fee	7.50
10-31	Tax Collector, Escambia County, Alabama, Ad Valorem taxes	65.10
11- 1	Lee Cantrell, Labor	50.00
11- 1	Jack Downer, Labor	70.00
11- 2	Baldwin County Electric Membership Corp., Electric bills	18.90

1950		
11- 4	Fate Cullman, Labor	\$10.00
11- 4	L. E. Kelly, Labor	30.50
11- 4	Rube Downer, Labor	4.50
11- 4	John Steele, Labor	10.00
11- 4	Willie Edwards, Labor	20.00
11- 4	Jack Downer, Operating and traveling expenses	10.20
11- 6	Tax Collector, Baldwin County, Alabama, Ad valorem taxes	2285.22
11- 6	W. R. Stuart, Probate Judge, Tax redemption	28.75
11-11	Fate Cullman, Labor	10.00
11-11	L. E. Kelly, Labor	25.00
11-11	Willie Edwards, Labor	18.00
11-11	Rube Downer, Labor	3.00
11-11	John Steele, Labor	10.00
11-16	M. O. Brawner, Postmaster, Documentary stamps	23.10
11-18	L. E. Kelly, Labor	30.00
11-18	Willie Edwards, Labor	20.00
11-18	John Steele, Labor	10.00
11-18	Rube Downer, Labor	3.00
11-18	Fate Cullman, Labor	10.00
11-18	Jack Downer, Operating and traveling expenses	9.22
11-21	A. V. Herring, Blacksmith work	12.00
11-25	Fate Cullman, Labor	10.00
11-25	Willie Edwards, Labor	20.20
11-25	John Steele, Labor	10.00

1950		
11-25	L. E. Kelly, Labor	\$25.00
11-25	Rube Downer, Labor	6.00
12- 2	Jack Downer, Labor	70.00
11-25	C. H. Overman, blueprints	1.80
12- 2	Lee Cantrell, Labor	50.00
12- 2	Rube Downer, Labor	4.50
12- 2	John Steele, Labor	10.00
12- 2	Fate Cullman, Labor	10.00
12- 2	Willie Edwards, Labor	20.00
12- 2	Jewel Enfinger, labor	15.00
12- 2	L. E. Kelly, Labor	15.00
12- 2	Jack Downer, Operating and traveling expenses	11.11
12- 4	Alabama Power Company, Electric bills	2.16
12- 4	Baldwin County Electric Membership Corp., Electric bills	8.88
12- 8	F. O. Nelson, Labor and commissions	1050.00
12- 9	John Steele, Labor	10.00
12- 9	Rube Downer, Labor	4.50
12- 9	H. J. Enfinger, Labor	27.50
12- 9	L. E. Kelly, Labor	30.00
12- 9	Fate Cullman, Labor	10.00
12- 9	Willie Edwards, Labor	20.00
12-15	Southern Cotton Oil Company, Feed	35.00
12-16	John Steele, Labor	10.00
12-16	Fate Cullman, Labor	10.00
12-16	Willie Edwards, Labor	20.00

1950		
12-16	H. J. Enfinger, Labor	\$27.50
12-16	L. E. Kelly, Labor	5.00
12-16	Rube Downer, Labor	4.50
12-16	Jack Downer, Operating and traveling expenses	9.76
12-18	Pronto Photos, Maps	2.32
12-23	L. E. Kelly, Labor	30.00
12-23	H. J. Enfinger, Labor	30.00
12-23	Fate Cullman, Labor	10.00
12-23	Rube Downer, Labor	6.00
12-23	John Steele, Labor	10.00
12-23	Willie Edwards, Labor	22.00
12-23	Jack Downer, Christmas bonus	15.00
12-23	Lee Cantrell, Christmas bonus	5.00
12-26	Baldwin County Abstract Company, Abstracts	745.50
12-26	Tax Collector, Montgomery County, Ad valorem taxes	103.60
12-26	Triangle Service Station, Gasoline, repairs	4.25
12-27	Count Darling Company, repairs to car	4.86
12-29	Alabama Power Company, Electric bill	1.47
12-30	L. E. Kelly, Labor	15.00
12-30	H. J. Enfinger, Labor	15.00
12-30	Rube Downer, Labor	6.00
12-30	John Steele, Labor	10.00
12-30	Fate Cullman, Labor	10.00
12-30	Willie Edwards, Labor	21.40
12-30	Jack Downer, Labor	70.00

1950		
12-30	Lee Cantrell, Labor	\$50.00
12-30	M. O. Brawner, Postmaster, Postage and registration charges	1.65
1951		
1- 3	Baldwin County Electric Membership Corp., Electric bills	21.21
1- 4	Southern Cotton Oil Company, Feed	39.00
1- 4	Butler's Grain and Milling Company, Feed	25.00
1- 6	L. E. Kelly, Labor	29.55
1- 6	Fate Cullman, Labor	10.00
1- 6	Willie Edwards, Labor	16.15
1- 6	John Steele, Labor	10.00
1- 6	H. J. Enfinger, Labor	24.62
1- 6	Rube Downer, Labor	4.50
1-13	L. E. Kelly, Labor	19.70
1-13	Fate Cullman, Labor	10.00
1-13	Willie Edwards, Labor	19.70
1-13	H. J. Enfinger, Labor	29.55
1-13	John Steele, Labor	10.00
1-13	Rube Downer, Labor	3.00
1-17	M. O. Brawner, Postmaster, Money order for patents	1.10
1-17	M. O. Brawner, Postmaster, Postal charges	.82
1-20	Bernard Maloje, Labor	10.00
1-19	"W" Service Station, Gasoline	3.45
1-19	Morrison's Cafeteria, Meals	3.99

1951		
1-20	H. J. Enfinger, Labor	\$27.09
1-20	L. E. Kelly, Labor	27.09
1-20	Rube Downer, Labor	4.50
1-20	Fate Cullman, Labor	10.00
1-20	John Steele, Labor	10.00
1-20	Willie Edwards, Labor	13.59
1-24	W. R. Stuart, Probate Judge, Recording charges	2.00
1-24	Frank A. Crosby, Postal charges	1.26
1-25	Alabama Power Company, Electric bill	1.00
1-27	Fate Cullman, Labor	10.00
1-27	H. J. Enfinger, Labor	19.70
1-27	L. E. Kelly, Labor	19.70
1-27	Rube Downer, Labor	4.50
1-27	Willie Edwards, Labor	19.70
1-27	John Steele, Labor	10.00
2- 1	Jack Downer, Labor	70.00
2- 1	Lee Cantrell, Labor	50.00
2- 3	Willie Edwards, Labor	19.70
2- 3	John Steele, Labor	10.00
2- 3	Rube Downer, Labor	4.50
2- 3	L. E. Kelly, Labor	4.84
2- 3	H. J. Enfinger, Labor	19.70
2- 3	Fate Cullman, Labor	10.00
2- 6	G. K. Meriweather, Services as appraiser	75.00

1951		
2- 6	Frank Noble, Services as appraiser	\$75.00
2- 6	A. M. Mead, Services as appraiser	75.00
2- 6	Baldwin County Electric Membership Corp., Electric bills	17.84
2- 5	Rex Cafe, Meals	3.56
2- 7	Morrison's Cafeteria, Meals	4.20
2- 8	C. E. Overman, Blueprints	1.46
2-10	Fate Cullman, Labor	10.00
2-10	John Steele, Labor	10.00
2-10	H. J. Enfinger, Labor	29.55
2-10	L. E. Kelly, Labor	24.62
2-10	Willie Edwards, Labor	19.70
2-10	Rube Downer, Labor	4.50
2-10	Elon Kirton, For deed to Swan tract	25.00
2-10	Mrs. A. E. Pittman, For quit claim deed to Pittman tract	25.00
2-15	Lee Cantrell, Labor	100.00
2-17	Willie Edwards, Labor	19.70
2-17	H. J. Enfinger, Labor	29.55
2-17	L. E. Kelly, Labor	29.55
2-17	Fate Cullman, Labor	10.00
2-17	Rube Downer, Labor	3.00
2-17	John Steele, Labor	10.00
2-16	C. J. Brown, Postal charges for land patents	1.20
2-16	Frank A. Crosby, Notary's fees	1.00

1951			
3-10	Rube Downer, Labor	\$	3.00
3-10	Fate Cullman, Labor		10.00
3-13	M. O. Brawner, Postmaster, Documentary stamps		1.10
3-13	W. R. Stuart, Probate Judge, Recording charges		37.50
3-16	Jessie B. Crosby, Dower interest in Baldwin County property		546,896.66
3-16	Jessie B. Crosby, Dower interest in Escambia County, Alabama property		7,000.00
3-13	Collector of Internal Revenue, To apply on account of Federal Es- tate taxes		464,855.35
3-21	J. B. Blackburn, In settlement of amount paid for tax deed		78.00
3-21	Baldwin County Abstract Company, Supplemental abstract		245.00
	TOTAL DISBURSEMENTS		<u>\$1,032,034.03</u>

1951		
2-24	Fate Cullman, Labor	\$10.00
2-24	John Steele, Labor	10.00
2-24	Rube Downer, Labor	4.50
2-24	Willie Edwards, Labor	19.70
2-24	L. E. Kelly, Labor	27.08
2-24	H. J. Enfinger, Labor	29.55
2-27	Goodyear Service, Gasoline	3.31
2-27	Morrison's Cafeteria, Meals	4.23
2-28	Alabama Power Company, Electric bill	1.00
3- 2	Baldwin County Electric Membership Corp., Electric bill	15.22
3- 3	Fate Cullman, Labor	10.00
3- 3	Rube Downer, Labor	4.50
3- 3	John Steele, Labor	10.00
3- 3	Willie Edwards, Labor	19.70
3- 3	H. J. Enfinger, Labor	29.55
3- 3	L. E. Kelly, Labor	14.78
3- 3	Jack Downer, Labor	70.00
3- 8	C. J. Brown, Attorney, Traveling expenses	47.49
3- 9	M. O. Brawner, Postmaster, Documentary stamps	1805.10
3-10	John Steele, Labor	10.00
3-10	Willie Edwards, Labor	19.70
3-10	H. J. Enfinger, Labor	29.55
3-10	L. E. Kelly, Labor	14.78

EXHIBIT C
RECAPITULATION

Total cash receipts	\$1,667,463.03
Total disbursements	<u>1,032,034.03</u>
Cash balance on hand at time of filing Petition for Partial Settlement	\$ 635,429.00

NOTE:

The only other assets of this said estate in Alabama are as follows:

Purchase money mortgage on real property sold Atmore Truckers Association on which principal balance is \$15,000.00.

Tract of land consisting of 880 acres with improvements situated thereon in Montgomery County, Alabama, appraised at \$40,800.00.

The personal property described in the appraisal of the Montgomery County, Alabama property has been removed by the Administrators of this said estate to Pensacola, Florida and will hereafter be included in the assets of this estate in Escambia County, Florida.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

APPLICATION OF WIDOW FOR DOWER INTEREST IN REAL
PROPERTY SITUATED IN MONTGOMERY COUNTY, ALABAMA.

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT
COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Petitioner, Jessie B. Crosby, who is over twenty-
one years of age and a resident of Escambia County, Florida, re-
spectfully represents unto the Court and your Honor as follows:

1. She is the widow of Lewis G. Crosby, Deceased, who
died intestate on the 27th day of February, 1950.

2. At the time of his death and during the marriage of
your Petitioner and the said Decedent, he was possessed in fee sim-
ple of the following described real property situated in Montgomery
County, Alabama, to-wit:

Southwest Quarter of Southeast Quarter; and all of the
Southwest Quarter of Section 16;

East Half of Northeast Quarter of Section 20;

West Half of East Half; East Half of West Half; West
Half of Northwest Quarter, Section 21, all in Township
15 North, Range 18 East, subject, however, to the fol-
lowing exceptions:

EXCEPTION NUMBER 1: A right-of-way 15 feet wide across
the North end of the Southwest Quarter of the Southeast
Quarter of Section 16, Township 15 North, Range 18 East.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to
all oil, gas and mineral rights in and to the Southwest
Quarter of the Southeast Quarter of Section 16; the
West Half of the East Half and the Southeast Quarter of
the Southwest Quarter of Section 21, all in Township 15
North, Range 18 East was reserved in the deed from Susie
T. Robinson, a widow, to Carlis T. Lonnergan, dated
October 26, 1940 and recorded in Deed Book 221, page 431,
Montgomery County, Alabama Records, and is not conveyed
hereby.

EXCEPTION NUMBER 3: This conveyance is also subject to
all rights-of-way of roads, railroads, telegraph, tele-
phone, light, power or gas lines.

Southeast Quarter of Southeast Quarter of Section 16;
East Half of East Half of Section 21, all in Township 15
North, Range 18 East, together with a right-of-way 15
feet wide from Narrow Lane Road to the Northwest corner
of the above described property over the land owned by
C. T. Lonnergan, said right-of-way to be as close to
the Northern boundary line of the said Lonnergan proper-
ty as practically possible, subject, however, to the fol-
lowing exceptions:

EXCEPTION NUMBER 1: Existing rights-of-way for roads, railroads, telephone, telegraph, light, power or gas lines.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights, which were reserved in the deed from Susie T. Robinson to Carlis T. Lonnergan, which deed is recorded in Deed Book 221 at page 431, Montgomery County, Alabama Records.

3. The said Lewis G. Crosby was the father and Petitioner is the mother of the following children: Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, each and all of which parties is over twenty-one years of age, in sound mind and resides in Escambia County, Florida. The said children and Petitioner are the heirs and the only heirs of the said Decedent, Lewis G. Crosby.

4. Petitioner is seventy-four years of age, in good health and owns no separate estate, as defined by Title 34, Section 42 of the 1940 Code of Alabama.

5. P. E. Berry and Frank A. Crosby, who are each residents of Pensacola, Florida, have been appointed, qualified and are now acting as administrators of this said estate.

6. Petitioner has not relinquished her dower interest in the above described property or any part thereof, all of which is in the possession of the administrators of this said estate, and is entitled as her dower interest therein to a life estate in one-third of the said property. Petitioner further alleges that as her dower interest in the said property she should be allowed a life estate in and to the following described part of the above described property:

Southeast Quarter of the Southeast Quarter;
East one-third of the Southwest Quarter of the
Southeast Quarter of Section 16, Township 15
North, Range 18 East.

East Half of East Half;
East Half of West Half of East Half of Section
21, Township 15 North, Range 18 East, all in
Montgomery County, Alabama; subject, however, to
the exceptions and reservations set out above.

7. P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton have, by written instrument attached hereto, waived notice of the filing of this petition and of the date set for hearing same and have consented and agreed that

a proper decree be made and entered setting aside to Petitioner, as her dower interest in the said tract of lands in Montgomery County, Alabama, the property last above described, without the appointment of commissioners to set off and allot the lands in which dower is allotted.

THE PREMISES CONSIDERED, Petitioner prays that a proper decree be made and entered allotting to her as her dower interest a life estate in the tract of land last above described, situated in Sections 16 and 21, Township 15 North, Range 18 East in Montgomery County, Alabama. Petitioner further prays that such other orders be made and decrees rendered as may be requisite and proper in the premises.

Jessie B. Crosby

STATE OF FLORIDA)
 *
ESCAMBIA COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared JESSIE B. CROSBY, who, after being by me first duly and legally sworn, deposes and says: That she has read over the foregoing petition and that the facts stated therein are true.

Jessie B. Crosby

Sworn to and subscribed before me on
this the 3rd day of April, 1951.

Ellen T. Jackson
Notary Public, Escambia County, Florida.

STATE OF FLORIDA)
 *
ESCAMBIA COUNTY)

We, the undersigned P. E. Berry and Frank A. Crosby, as Administrators of the Estate of Lewis G. Crosby, Deceased, Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, do each waive notice of the filing of the foregoing petition and of the date set for hearing same and consent and agree that the prayer of the foregoing petition be granted and that the Southeast Quarter of the Southeast Quarter; the East one-third of the Southwest Quarter of the Southeast Quarter of Section 16; East Half of East Half, and East Half of West Half of East Half of Section 21, Township 15 North, Range 18 East in Montgomery County, Alabama be set aside to Jessie B. Crosby, as her dower interest in the said property in the said tract of land in Montgomery County, Alabama, which said dower interest shall be for the term of Petitioner's life.

Frank A. Crosby
P. E. Berry

As Administrators of the Estate of
Lewis G. Crosby, Deceased.

Frank A. Crosby
Miriam Crosby Berry
Carolyn Crosby Thornton

STATE OF FLORIDA)
 *
ESCAMBIA COUNTY)

I, Ellen D. Jackson, a Notary Public, within and for said County in said State, hereby certify that P. E. Berry and Frank A. Crosby, whose names as Administrators of the Estate of Lewis G. Crosby, Deceased, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such administrators, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 3rd
day of April, 1951.

Ellen H. Jackson

Notary Public, Escambia County, Florida.

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

I, Ellen H. Jackson, a Notary Public,
within and for said county in said State, hereby certify that
Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton,
whose names are signed to the foregoing instrument and who are
known to me, acknowledged before me on this day that, being in-
formed of the contents of the instrument, they executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal on this the 3rd
day of April, 1951.

Ellen H. Jackson

Notary Public, Escambia County, Florida.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

DECREE SETTING ASIDE WIDOW'S DOWER TO LANDS
SITUATED IN MONTGOMERY COUNTY, ALABAMA.

This cause coming on again to be heard on this date is submitted for a decree setting aside the widow's dower in the property belonging to this said estate situated in Montgomery County, Alabama, on the sworn petition filed in this cause on this date by Jessie B. Crosby, from which it appears that she is the widow of the Decedent, Lewis G. Crosby; that at the time of his death and during his marriage with Petitioner, he was possessed in fee simple of the real property situated in Montgomery County, Alabama and described as follows, to-wit:

Southwest Quarter of Southeast Quarter; and all of the Southwest Quarter of Section 16;

East Half of Northeast Quarter of Section 20;

West Half of East Half; East Half of West Half; West Half of Northwest Quarter, Section 21, all in Township 15 North, Range 18 East, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: A right-of-way 15 feet wide across the North end of the Southwest Quarter of the Southeast Quarter of Section 16, Township 15 North, Range 18 East.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights in and to the Southwest Quarter of the Southeast Quarter of Section 16; the West Half of the East Half and the Southeast Quarter of the Southwest Quarter of Section 21, all in Township 15, North, Range 18 East, was reserved in the deed from Susie T. Robinson, a widow, to Carlis T. Lonnergan, dated October 26, 1940 and recorded in Deed Book 221, page 431, Montgomery County, Alabama Records, and is not conveyed hereby.

EXCEPTION NUMBER 3: This conveyance is also subject to all rights-of-way of roads, railroads, telegraph, telephone, light, power or gas lines.

Southeast Quarter of Southeast Quarter of Section 16; East Half of East Half of Section 21, all in Township 15 North, Range 18 East, together with a right-of-way 15 feet wide from Narrow Lane Road to the Northwest corner of the above described property over the land owned by C. T. Lonnergan, said right-of-way to be as close to the Northern boundary line of the said Lonnergan property as practically possible, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: Existing rights-of-way for roads, railroads, telephone, telegraph, light, power or gas lines.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights, which were reserved in the deed from Susie T. Robinson to Carlis T. Lonnergan, which deed is recorded in Deed Book 221 at page 431, Montgomery County, Alabama Records,

with other property; that the said Lewis G. Crosby was the father and Petitioner is the mother of the following children: Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, each and all of whom are over twenty-one years of age and of sound mind; that Jessie B. Crosby, the Petitioner, is seventy-four (74) years of age, in good health and owns no separate estate as defined by Section 34, Title 42 of the 1940 Code of Alabama; that P. E. Berry and Frank A. Crosby have been appointed, qualified and are now acting as administrators of this said estate, the administration of which is pending in this court; that Petitioner has not relinquished her dower interest in the property hereinafter described; that she is entitled to a life estate in one-third of the said property. It further appears that P. E. Berry and Frank A. Crosby, as Administrators of this said estate, and Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton have waived notice of the filing of this above described petition and of the date set for hearing same and have consented and agreed that a proper decree be made and entered setting aside to Jessie B. Crosby as her dower interest in the tract of land situated in Montgomery County, Alabama the property that is hereinafter described without the appointment of commissioners to set off or allot the lands in which dower is allotted; upon consideration of all of which, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. Jessie B. Crosby, widow of Lewis G. Crosby, Deceased, shall be and she is hereby allotted as and for her dower interest in the above described real property situated in Montgomery County, Alabama the following described part thereof:

Southeast Quarter of the Southeast Quarter;
East one-third of the Southwest Quarter of the
Southeast Quarter of Section 16, Township 15
North, Range 18 East.

East Half of East Half;
East Half of West Half of East Half of Section
21, Township 15 North, Range 18 East, all in

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights, which were reserved in the deed from Susie T. Robinson to Carlis T. Lonnergan, which deed is recorded in Deed Book 221 at page 431, Montgomery County, Alabama Records,

with other property; that the said Lewis G. Crosby was the father and Petitioner is the mother of the following children: Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton, each and all of whom are over twenty-one years of age and of sound mind; that Jessie B. Crosby, the Petitioner, is seventy-four (74) years of age, in good health and owns no separate estate as defined by Section 34, Title 42 of the 1940 Code of Alabama; that P. E. Berry and Frank A. Crosby have been appointed, qualified and are now acting as administrators of this said estate, the administration of which is pending in this court; that Petitioner has not relinquished her dower interest in the property hereinafter described; that she is entitled to a life estate in one-third of the said property. It further appears that P. E. Berry and Frank A. Crosby, as Administrators of this said estate, and Frank A. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton have waived notice of the filing of this above described petition and of the date set for hearing same and have consented and agreed that a proper decree be made and entered setting aside to Jessie B. Crosby as her dower interest in the tract of land situated in Montgomery County, Alabama the property that is hereinafter described without the appointment of commissioners to set off or allot the lands in which dower is allotted; upon consideration of all of which, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. Jessie B. Crosby, widow of Lewis G. Crosby, Deceased, shall be and she is hereby allotted as and for her dower interest in the above described real property situated in Montgomery County, Alabama the following described part thereof:

Southeast Quarter of the Southeast Quarter;
East one-third of the Southwest Quarter of the
Southeast Quarter of Section 16, Township 15
North, Range 18 East.

East Half of East Half;
East Half of West Half of East Half of Section
21, Township 15 North, Range 18 East, all in

Montgomery County, Alabama; subject, however, to the exceptions and reservations set out above,

and there is hereby vested in her an estate for life in the said tract of land last above described.

2. The Register of this Court shall file a certified copy of this decree for record in the office of the Judge of Probate of Montgomery County, Alabama and shall tax the cost of such recording as a part of the costs of this proceeding.

ORDERED, ADJUDGED AND DECREED on this the 21st day of May, 1951.

Jelfair G. Mosley, Jr.
Judge.

ESTATE OF	)	IN THE CIRCUIT COURT OF
	*	
LEWIS G. CROSBY, DECEASED	)	BALDWIN COUNTY, ALABAMA
	*	
	)	IN EQUITY

PETITION FOR FINAL SETTLEMENT

TO THE HONORABLE HUBERT M. HALL, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your petitioners, P. E. Berry and Frank A. Crosby, as
Administrators of the Estate of Lewis G. Crosby, Deceased, re-
spectfully represent unto the court and your Honor as follows:

1. Petitioners are each over twenty-one years of age.
The said P. E. Berry is a resident of Escambia County, Florida,
and the said Frank A. Crosby is a resident of San Francisco,
California.

2. Petitioners were appointed as administrators of this
said estate by the County Judge's Court in Escambia County,
Florida on, to-wit, March 3, 1950, as the decedent, Lewis G. Crosby,
was a resident of Escambia County, Florida, at the time of his
death. Thereafter and on, to-wit, April 3, 1950, Letters of Ad-
ministration were issued to petitioners by the Probate Court of
Baldwin County, Alabama.

3. The administration of this said estate was removed
from the Probate Court of Baldwin County, Alabama, to the Circuit
Court of Baldwin County, Alabama, in Equity, by a decree of the
said Equity Court dated April 27, 1950, where it is now pending.

4. More than six months have expired since the said
Letters of Administration were issued to petitioners in Alabama.
All debts and obligations of the said estate, including estate
taxes due the United States of America and the State of Alabama,
have been paid. The administrators of this said estate have handled
the affairs of this estate to the best of their ability, have not
used any of the funds or assets thereof for their own benefit,
either directly or indirectly; there is no need for continuing the
administration of this estate and it should now be fully and finally
settled.

5. A partial settlement of this estate was had on, to-wit, April 11, 1951, as will appear from the decree on final settlement rendered in this cause and dated April 11, 1951.

6. The heirs of the said decedent and the only persons interested in the administration of this estate are as follows: Jessie B. Crosby, the widow; Miriam Crosby Berry, a daughter; Carolyn Crosby Thornton, a daughter; and Frank A. Crosby, a son of the said decedent. The said parties have, by written instrument attached to and made a part of this petition for final settlement, waived notice of the filing of this petition and of the date set for hearing same, waived an accounting and consented and agreed that this estate be settled by consent, without notice, in the manner prescribed by Title 61, Section 301 of the Code of Alabama, as amended.

WHEREFORE, petitioners pray that the court will make and enter a proper order fully and finally settling this estate by consent, without notice, in the manner provided by Title 61, Section 301 of the Code of Alabama, as amended. Petitioners further pray that such other orders be made and decrees rendered as may be requisite and proper in the premises.

P. E. Berry
(P. E. Berry)

Frank A. Crosby
(Frank A. Crosby)

STATE OF FLORIDA)
 *)
ESCAMBIA COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared P. E. Berry, who, after being by me first duly and legally sworn, deposes and says: That he is one of the petitioners named in the foregoing petition; that he has read over the above and foregoing petition and that the facts contained therein are true.

P. E. Berry
(P. E. Berry)

Sworn to and subscribed before me
on this the 12th day of March, 1962.

Ellen N. Jackson
Notary Public, Escambia County, Florida
My comm. expires 6-16-64

STATE OF ALABAMA)
*
BALDWIN COUNTY)

We, the undersigned Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, being each over twenty-one years of age, do each hereby waive notice of the filing of the foregoing petition and of the date set for hearing same, waive an accounting by the said administrator, and consent and agree that this estate be settled by consent, without notice, in the manner prescribed by Title 61, Section 301 of the Code of Alabama, as amended.

Dated on this the 12th day of March, 1962.

Witness to signature of
Jessie B. Crosby made by
her by her mark and by
Carolyn Thornton at her
request:

Lorena B. Hartman

Jessie B. Crosby
Jessie B. Crosby
Carolyn Crosby Thornton
Carolyn Crosby Thornton

Miriam Crosby Berry
Miriam Crosby Berry

Carolyn Crosby Thornton
Carolyn Crosby Thornton

Frank A. Crosby
Frank A. Crosby

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

I, ELLEN N. JACKSON, a Notary Public,
within and for said County in said State, hereby certify that
Jessie B. Crosby, Miriam Crosby Berry and Carolyn Crosby Thornton,
whose names are signed to the foregoing instrument, and who are
known to me, acknowledged before me on this day that, being in-
formed of the contents of the instrument, they executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal on this the 12th
day of March, 1962.

Ellen N. Jackson
Notary Public, Escambia County, Florida
My comm. expires 6-16-64
Affix seal.

STATE OF CALIFORNIA)
*
SAN FRANCISCO COUNTY)

I, SUE M. SHERWOOD, a Notary Public,
within and for said County in said State, hereby certify that
Frank A. Crosby, whose name is signed to the foregoing instrument,
and who is known to me, acknowledged before me on this day that,
being informed of the contents of the instrument, he executed the
same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 10th
day of March, 1962.

Sue M. Sherwood

SUE M. SHERWOOD
Notary Public, San Francisco County,
California

Affix seal.

My Commission Expires Oct. 6, 1964

ESTATE OF

LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

PETITION TO SELL REAL PROPERTY AT PRIVATE SALE

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Petitioners, P. E. Berry and Frank A. Crosby, who are each over twenty-one years of age and residents of Escambia County, Florida, respectfully represent unto the Court and your Honor as follows:

1. They were heretofore appointed, qualified and are now acting as Administrators of this said estate, the administration of which is now pending in this court.

2. Among the assets of this said estate, situated in the State of Alabama, is the following described property in Escambia County, Alabama, to-wit:

Lots One (1), Two (2), Three (3), Fourteen (14), Fifteen (15) and Sixteen (16) in Block Seven (7), all being in the Ninth Subdivision of the Town of Atmore in the State of Alabama; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Petitioners have received an offer of Twenty-one Thousand Dollars (\$21,000.00) for the said property to be payable as follows: One-fourth in cash at the time of the delivery of the deed for the said property and the balance at a rate of not less than One Hundred Seventy-five Dollars (\$175.00) per month with interest on the said unpaid balance at the rate of five percent (5%) per annum from the date of sale; said monthly payments shall include payments on both principal and interest; at the end of each six months period the amounts paid during the preceding six months period shall be applied first to interest and the balance shall then be credited to the principal balance of the purchase price of the property and the interest then charged on the balance of the said purchase price for the next six months, which method of semi-annual interest reduction shall be continued until full payment of the balance of the purchase price with interest. The unpaid balance shall be secured

by a purchase money mortgage on the above described property. The said offer for the said property has been made by Atmore Truckers Association, a Cooperative Marketing Association. Under the agreement of sale taxes and insurance are to be prorated between the sellers and the purchaser as of the date of sale and the purchaser shall, in the event the property is conveyed to it, will carry insurance against loss or damage by fire and windstorm in an amount equal at all times to the unpaid balance on the said mortgage.

3. The price for which Petitioners have agreed to sell the said property, subject to the approval of this Court, is the fair and reasonable market value of the said property and it is to the best interest of this estate and all persons interested therein that they, as said Administrators, be authorized to sell the said property to the said purchaser at private sale for the consideration and in the manner described above. It is necessary that the said property be sold by Petitioners, as Administrators of this said estate, to pay the debts and obligations of the said estate, including estate taxes. The personal property of the said estate is not sufficient to pay the debts and obligations of the said estate and estate taxes.

4. The heirs of the said Decedent, together with their places of address, are as follows: Jessie B. Crosby, the widow; Miriam Crosby Berry and Carolyn Crosby Thornton, daughters of the said Decedent, and Frank A. Crosby, a son of the said Decedent. All of the said parties reside in Pensacola, Florida and they are each over twenty-one years of age and of sound mind. The said parties have, by written instrument attached to and made a part of this petition, waived notice of the filing of this petition and of the date set for hearing same and have consented and agreed that the prayer of this petition be granted.

5. Jessie B. Crosby, widow of the said Decedent, has by written instrument attached to and made a part of this petition, consented and agreed that her dower interest in the said property be sold so that the said property can be conveyed to the purchaser

free of her dower interest.

WHEREFORE, Petitioners pray that the Court will make and enter a proper order or decree authorizing them, as Administrators of this said estate, to sell and convey the above described property to the Atmore Truckers Association, Incorporated, of Atmore, Alabama, for the price of \$21,000.00, to be paid as provided above. Petitioners further pray that such other orders be made and decrees rendered as may be requisite and proper in the premises.

Frank C. Crosby

P. E. Berry.

As Administrators of the Estate of
Lewis G. Crosby, Deceased.

STATE OF FLORIDA |
 |
ESCAMBIA COUNTY |

Before me, the undersigned authority, within and for said County in said State, personally appeared P. E. Berry and Frank A. Crosby, who, after being by me first duly and legally sworn, depose and say: That they have read over the foregoing petition and that the facts stated therein are true.

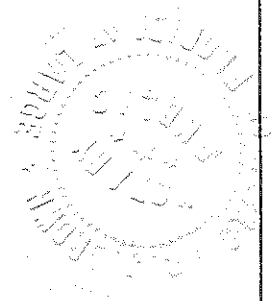
Frank C. Crosby

P. E. Berry.

Sworn to and subscribed before me on
this the 23rd day of October, 1950.

[Signature]

Notary Public, Escambia County, Florida.



STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

We, the undersigned Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, do each waive notice of the filing of the foregoing petition and of the date set for hearing same and do each consent and agree that the prayer of the said petition be granted and that the said Administrators of this said estate be authorized and empowered to convey the above described property in the manner set out in this petition.

The undersigned Jessie B. Crosby does hereby consent that her dower interest in the said property be sold so that the purchaser will take the said property free from her dower interest, but she reserves the right on confirmation of this sale by this Court to have the value of her dower interest ascertained and paid to her in the manner provided by Title 61, Section 272 of the 1940 Code of Alabama, as amended.

Jessie B. Crosby
Miriam Crosby Berry
Carolyn Crosby Thornton
Frank A. Crosby

STATE OF FLORIDA)
*
ESCAMBIA COUNTY)

I, Ellen H. Jackson, the undersigned authority, within and for said County in said State, hereby certify that Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 23rd day of October, 1950.

Ellen H. Jackson
Notary Public, Escambia County, Florida
My Commission Expires: June 4, 1952

ESTATE OF

LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

PETITION

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Petitioners, P. E. Berry and Frank A. Crosby, who are each over twenty-one years of age, respectfully represent unto the Court and your Honor as follows:

1. They were heretofore appointed, qualified and are now acting as Administrators of this said estate, the administration of which is pending in this court.

2. The Decedent, at the time of his death, owned various articles of farm equipment and other personal property, in addition to the livestock which Petitioners were authorized to sell by a former decree of this court, which said personal property is situated in Baldwin County, Alabama, Escambia County, Alabama and in Montgomery County, Alabama, which property should be sold for division among the heirs of the said Decedent who are entitled to share in the distribution of the assets of this said estate. The said personal property can be sold by Petitioners, as said Administrators, at private sale for cash, provided they are authorized by this Court to sell the said property at private sale or sales for cash and at such times as it is to the best interest of the said estate that the said property be sold. Petitioners further allege that the said personal property will bring a better price if sold at private sale than it would if it were sold at a public sale or sales.

3. The only persons interested in this said estate are Jessie B. Crosby, the widow of the said Decedent; Miriam Crosby Berry and Carolyn Crosby Thornton, daughters of the said Decedent, and Frank A. Crosby, a son of the said Decedent. All of the said parties are over twenty-one years of age and of sound mind and have, by written instrument hereto attached and made a part hereof, waived notice of the filing hereof and of the date set for hearing same and have consented and agreed that a decree be rendered in accordance with the prayer of this petition.

WHEREFORE, Petitioners pray that the Court will take jurisdiction of this petition and will make and enter a proper order or decree authorizing them, as Administrators of this said estate, to sell the personal property belonging to this said estate and situated in Alabama at private sale or sales for cash, at such times as in their opinion may be necessary and proper. Petitioners further pray that such other orders be made and decrees rendered as may be requisite and proper in the premises.

Frank A. Crosby
P. E. Berry

STATE OF FLORIDA)
ESCAMBIA COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared P. E. Berry and Frank A. Crosby, who, after being by me first duly and legally sworn, depose and say: That they have read over the foregoing petition and that the facts stated therein are true.

Frank A. Crosby
P. E. Berry

Sworn to and subscribed before me on
this the 15th day of September, 1950.

Ellen H. Jackson
Notary Public, Escambia County, Florida.

Affix Seal.

STATE OF FLORIDA)
ESCAMBIA COUNTY)

We, the undersigned Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, do each waive notice of the filing of the foregoing petition and of the date set for hearing same. We admit the allegations of the said petition, consent and agree that a proper decree be rendered in accordance with the prayer thereof and that this cause be submitted for such decree at such time as Petitioners consider proper.

Jessie B. Crosby
Miriam Crosby Berry
Carolyn Crosby Thornton
Frank A. Crosby

STATE OF FLORIDA)
ESCAMBIA COUNTY)

I, Ellen N. Jackson, a Notary Public, within and for said County in said State, hereby certify that Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 18th day of September, 1950.

Ellen N. Jackson
Notary Public, Escambia County, Florida.

ESTATE OF) IN THE CIRCUIT COURT OF
LEWIS G. CROSBY) BALDWIN COUNTY, ALABAMA
DECEASED.) IN EQUITY

PETITION

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF SAID COURT:

Your Petitioners, P. E. Berry and Frank A. Crosby, who are each over twenty-one years of age, respectfully represent unto this Court and your Honor as follows:

1. That they were heretofore appointed, qualified and are now acting as Administrators of this said estate, the administration of which is pending in this Court.

2. The Decedent, at the time of his death, owned livestock situated in Escambia and in Baldwin County, Alabama and in Montgomery County, Alabama, and was engaged in raising livestock for market. Some of the said livestock are now ready to be sold and other livestock will be ready for sale at later dates. In order that the said livestock business can be carried on without loss to this estate, it is necessary that Petitioners, as said Administrators, be authorized to carry on the said livestock business during the administration of this estate and that they be authorized and empowered to sell livestock at private sale for cash, or on such terms as they consider proper. This method of handling the said business is to the best interest of the said estate and all persons interested therein.

3. The said decedent, at the time of his death, was engaged in growing timber on a large tract of land owned by him. In connection with growing the said timber the said decedent employed various people to protect the said timber and to keep fire out of and trespassers off of the said property. The said timber now constitutes an asset of the said estate and in order that it can be protected from fire and trespassers and conserved for the benefit of those interested in this estate, it is necessary that Petitioners, as said Administrators, be authorized and empowered to carry on the business of growing timber and be authorized and empowered to employ such help in this connection as they

consider necessary and proper and pay the said employees for their services such amounts as the said Administrators consider necessary and proper.

4. The only persons interested in this said estate are Jessie B. Crosby, the widow of the said Decedent; Miriam Crosby Berry and Carolyn Crosby Thornton, daughters of the said Decedent; and Frank A. Crosby, a son of the said Decedent. All of the said parties are over twenty-one years of age and of sound mind and have, by written instrument attached to and made a part of this petition, waived notice of the filing hereof and have consented and agreed that a decree be rendered in accordance with the prayer of this petition.

WHEREFORE, Petitioners pray that the Court will take jurisdiction of this petition and will make and enter a proper order or decree authorizing them, as Administrators of this said estate, to carry on the business of raising cattle and of growing timber; that they be authorized to sell livestock belonging to this estate and situated in Alabama at private sale at such times and upon such terms and consitions as, in their opinion, may be necessary and proper and that they be authorized and empowered to employ such help in connection with the said businesses as they consider necessary and proper and pay such salaries to the said employees as they consider necessary and proper. Petitioners further pray that such other orders be made and decrees rendered as may be requisite and proper in the premises.

Frank A. Crosby
P. E. Berry

STATE OF FLORIDA)
ESCAMBIA COUNTY)

Before me, the undersigned authority, personally appeared P. E. Berry and Frank A. Crosby, who, after being by me first duly and legally sworn, depose and say: That they have read over

the foregoing petition and that the facts stated therein are true.

Frank A. Crosby
P. E. Berry

Sworn to and subscribed before me on
this the 5th day of ~~April~~^{May}, 1950.

Ellen H. Jackson
Notary Public, Escambia County, Florida.

STATE OF ALABAMA)
BALDWIN COUNTY)

We, the undersigned Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, do each waive notice of the filing of the foregoing petition and of the date set for hearing same. We each admit the allegations of the said petition and consent and agree that a proper decree be rendered in accordance with the prayer thereof.

Jessie B. Crosby
Frank A. Crosby
Carolyn Crosby Thornton
Miriam Crosby Berry

STATE OF FLORIDA)
ESCAMBIA COUNTY)

I, Ellen H. Jackson, a Notary Public, within and for said County in said State, hereby certify that Jessie B. Crosby, Miriam Crosby Berry, Carolyn Crosby Thornton and Frank A. Crosby, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 5th day of ~~April~~^{May}, 1950.

Ellen H. Jackson
Notary Public, Escambia County, Florida.

Affix Seal.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY.

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

1. They have been heretofore appointed, qualified and are now acting as Administrators of the Estate of Lewis G. Crosby, Deceased, the administration of which estate is now pending in the Probate Court of Baldwin County, Alabama.

2. The said Decedent, at the time of his death, engaged in business in the State of Alabama and owned real and personal property situated therein. It is to the best interest of the said estate and all persons interested therein that the business conducted by the said Decedent at the time of his death be carried on and that livestock, which belonged to the said Decedent at the time of his death and which now constitutes an asset of the said estate, be sold at private sale by the said Administrators, because of all of which, the said estate can be better administered in the Circuit Court of Baldwin County, Alabama, in Equity, than in the Probate Court of Baldwin County, Alabama because of the limited powers of the said Probate Court.

WHEREFORE, Petitioners pray that the Court will take jurisdiction of this petition and that it will make and enter a proper order or decree removing the administration of this said estate from the Probate Court of Baldwin County, Alabama to the Circuit Court of Baldwin County, Alabama, Sitting in Equity. Petitioners further pray that such other orders be made and decrees rendered as may be requisite and proper in the premises.

Frank A. Crosby
J. E. Berrey.
Petitioners.

STATE OF FLORIDA)
ESCAMBIA COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared P. E. Berry and Frank A. Crosby, who, after being by me first duly and legally sworn, deposes and says: That they have read over the foregoing petition and that the facts stated therein are true.

Frank A. Crosby
P. E. Berry

Sworn to and subscribed before me on this the 12th day of April, 1950.

[Signature]
Notary Public, Escambia County, Florida.

ESTATE OF
LEWIS G. CROSBY, DECEASED.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY.

NOTICE TO APPRAISERS.

TO G. K. MERIWEATHER, FRANK NOBLE AND A. M. MEAD:

Please take notice that on the 11th day of January, 1951, you were appointed by the Circuit Court of Baldwin County, Alabama, as appraisers to appraise and value the following described property belonging to this said estate and situated in Montgomery County, Alabama, to-wit:

Southwest Quarter of Southeast Quarter; and all of the Southwest Quarter of Section 16;

East Half of Northeast Quarter of Section 20;

West Half of East Half; East Half of West Half; West Half of Northwest Quarter, Section 21, all in Township 15 North, Range 18 East, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: A right-of-way 15 feet wide across the North end of the Southwest Quarter of the Southeast Quarter of Section 16, Township 15 North, Range 18 East.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights in and to the Southwest Quarter of the Southeast Quarter of Section 16; the West Half of the East Half and the Southeast Quarter of the Southwest Quarter of Section 21, all in Township 15 North, Range 18 East was reserved in the deed from Susie T. Robinson, a widow, to Carlis T. Lonnergan, dated October 26, 1940, recorded in Deed Book 221, page 431, Montgomery County, Alabama Records, and is not conveyed hereby.

EXCEPTION NUMBER 3: This conveyance is also subject to all rights-of-way of roads, railroads, telegraph, telephone, light, power or gas lines.

Southeast Quarter of Southeast Quarter of Section 16; East Half of East Half of Section 21, all in Township 15 North, Range 18 East, together with a right-of-way 15 feet wide from Narrow Lane Road to the Northwest corner of the above described property over the land owned by C. T. Lonnergan, said right-of-way to be as close to the Northern boundary line of the said Lonnergan property as practically possible, subject, however, to the following exceptions:

EXCEPTION NUMBER 1: Existing rights-of-way for roads, railroads, telephone, telegraph, light, power or gas lines.

EXCEPTION NUMBER 2: A one-sixteenth interest in and to all oil, gas and mineral rights, which were reserved in the deed from Susie T. Robinson to Carlis T. Lonnergan, which deed is recorded in Deed Book 221, at page 431, Montgomery County, Alabama Records.

Also the following described personal property:

Dairy cows
2 - Mules
10- Straight chairs
5 - Small tables
1 - Chair (rocker)
1 - Table radio
2 - Wood stoves
1 - Lot miscellaneous small utensils
1 - Hay rake dismounted
1 - Tractor drawn mower
1 - Horse drawn mower
1 - Owensborough wagon with team harness
1 - Horse drawn road scoop, wheelless
1 - Horse drawn disc (8 disc)
1 - Anvil
1 - Miscellaneous lot hand tools.

You are required to appraise the said property, reduce the said appraisement to writing, and make your written report, duly sworn to by you, as soon as possible but within thirty (30) days from this date.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the court on this the 11th day of January, 1951.

W. J. L. L. L.
Register.

We, the undersigned G. K. Meriweather, Frank Noble and A. M. Mead, being the appraisers named in the above and foregoing notice, do each agree to act as such appraisers and appraise and value the property described above.

Frank Noble
G. K. Meriweather
A. M. Mead