

STATE OF ALABAMA, }
Baldwin County. }

PROBATE COURT

I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify

that the within and foregoing _____ pages

contain a full, true and complete copy of the _____

U.S. & American

Messager Limited Co.

as the same appears of record in my office in _____

Vol

Book No. *33*

Page

327

Given under my hand and seal of office, this

1st

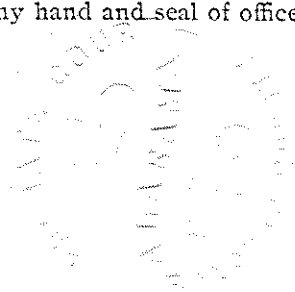
day of

August

, 19*50*

W R Stuart

Judge of Probate



THE UNITED STATES OF AMERICA.

TO ALL WHOM THESE PRESENTS SHALL COME, Greeting:-

Homestead Certificate No. 16862)

Application 28427) Whereas there has been deposited in the General Land office of the United States a Certificate of the Register of the Land Office at Montgomery Alabama, whereby it appears that, pursuant to the Act of Congress approved 20th May 1862, "To secure homesteads to actual settlers on the Public Domain," and the acts supplemental thereto to the claim of William H. Taylor has been established and duly consummated in conformity to law for the North West quarter of Section twenty-three in township four South of Range four East of St Stephens Meridian in Alabama, containing one hundred and sixty acres according to the official plat of the survey of the said land returned to the General Land Office by the surveyor General:

Now Know Ye that there is therefore granted by the United States, unto the said William H. Taylor the tract of land above described: TO HAVE AND TO HOLD the said tract of land with the appurtenances thereof unto the said William H. Taylor and to his heirs and assigns forever.

In Testimony Whereof I, William McKinley, President of the United States, of America have caused these letters to be made patent and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington the sixth day of February, in the year of our Lord one thousand eight hundred and ninety nine, and of the Independence of the United States the one hundred and twenty third.

(SEAL)

By The president: William McKinley

By F.M. McKean, Secretary

C.H. Brush Recorder of the General Land Office.

Recorded Vol 492, Page 365.

Filed for record Nov. 13th, 1902 at 9:27 A.M.,

Recorded November 18th, 1902

Chas Hall,

Judge of Probate.

STATE OF ALABAMA, }
Baldwin County.

PROBATE COURT

I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify
that the within and foregoing _____ pages

contain a full, true and complete copy of the _____

Patent

U.S. v. America - William H. Taylor

as the same appears of record in my office in _____

Vol

Book No. *492*

Page *365*

Given under my hand and seal of office, this _____

100

day of _____

August

, 19*50*

W. R. Stuart

Judge of Probate

Filed in office this 16 day of Aug. 1935 at 4:45 PM and duly recorded in Deed Book 57 p. 5, Page 445, and duly certified to as required by law.
G. W. Robertson, Judge of Probate by J. L. Kessler, Clerk.

G. W. Robertson, Judge of Probate

000000000000

STATUTORY WARRANTY DEED.

STATE OF ALABAMA
BALDWIN COUNTY

THIS INDENTURE, made and entered into on this the 15th day of August, 1935, by and between Randolph McGowan and Mary Maude McGowan, his wife, hereinafter referred to as the parties of the first part, and C. A. Thompson, hereinafter referred to as the party of the second part, WITNESSETH:

The parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have GRANTED, WARRANTED AND SOLD, and by these presents do GRANT, WARRANT, SELL AND CONVEY unto the said party of the second part, his heirs and assigns, the following described real property situated in Baldwin County, Alabama, to-wit:

Northwest quarter of section 23, township 4 south range 4 east.

TO HAVE AND TO HOLD unto the said party of the second part, his heirs and assigns, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals on this the day and year first above written.

RANDOLPH MCGOWAN (SEAL)
MARY MAUDE MCGOWAN (SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, ORR SIMMON, a notary public, within and for said county in said State, hereby certify that Randolph McGowan and Mary Maude McGowan, his wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

I further certify that on the 15th day of August, 1935, came before me the within named Mary Maude McGowan, known to me to be the wife of the within named Randolph McGowan, who, being examined separate and apart from her husband, touching her signature to the foregoing conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of her husband.

Given under my hand and official seal on this the 15th day of August, 1935.

ORR SIMMON, Notary Public
Baldwin County, Alabama.

SEAL.

STATE OF ALABAMA PROBATE COURT
BALDWIN COUNTY

Filed in office this 16 day of Aug. 1935 at 4:45 PM and duly recorded in Deed Book 57 p. 5, page 445, and duly certified to as required by law.
G. W. Robertson, Judge of Probate by J. L. Kessler, Clerk.

G. W. Robertson, Judge of Probate

STATE OF ALABAMA,
Baldwin County.

PROBATE COURT

I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify
that the within and foregoing _____ pages
contain a full, true and complete copy of the _____

Randolph M. Givens et al -

E. A. Thompson

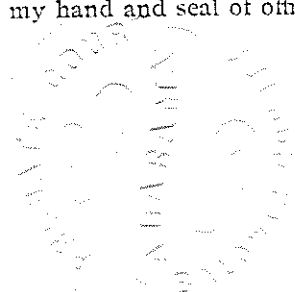
as the same appears of record in my office in _____ *Book* Book No. *57 MS*

Page *4*

Given under my hand and seal of office, this *1st* day of *March*, 19 *50*

W. R. Stuart

Judge of Probate



THE STATE OF ALABAMA
CULLMAN COUNTY

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That I, Carrie G. Buchmann, Individually, and as Executrix of the Estate of Fred J. Buchmann, deceased, for and in consideration of the sum of FOUR HUNDRED THIRTY THREE AND NO/100 dollars to us in hand paid by Mitchell Naval Stores Co. the receipt whereof is hereby acknowledged, do hereby remise, release and forever quitclaim unto the said Mitchell Naval Stores Co. all my right, title, and interest in and to the following land, lying and being in the County of Baldwin State of Alabama, and particularly described as follows, to-wit:

$E\frac{1}{2}$ of $SE\frac{1}{4}$ of $SE\frac{1}{4}$, Sec. 7, Tp 7 S, R 4 E-20 acres more or less.
A certain lot or parcel of land beginning at NE corner of $NW\frac{1}{4}$ of $NW\frac{1}{4}$, Sec. 19, Tp 2 S R 3 E; Run thence west 160 yds. to a post; thence south 70 yds. to a post; thence east 160 yds to a post; thence north 70 yds. to beginning, Sec. 19 Tp 2 R 3 E-3 acres more or less.

$S\frac{1}{2}$ of $NE\frac{1}{4}$ of $SE\frac{1}{4}$, Sec. 31, Tp 4 S R 3 E-20 acres more or less.

$W\frac{1}{2}$ of $E\frac{1}{2}$ of Sec. 17, Tp 4 S R 5 E, except $NW\frac{1}{4}$ of $NE\frac{1}{4}$ -120 acres.

$NW\frac{1}{4}$ of $NE\frac{1}{4}$, Sec. 17, Tp 4 S R 5 E - 40 acres more or less

$S\frac{1}{2}$ of $N\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$, Sec. 21 Tp 5 S R 3 E 10 acres more or less

$NE\frac{1}{4}$ of Sec. 24, Tp 3 S R 4 E - 160 acres more or less

$NW\frac{1}{4}$ of $NW\frac{1}{4}$, Sec. 36 Tp 3 S R 4 E - 40 acres more or less

$E\frac{1}{2}$ of $NW\frac{1}{4}$ of $NE\frac{1}{4}$ Sec. 19 Tp 4 S R 5 E - 20 acres more or less.

All the above containing 433 acres, more or less.

The grantees hereby assume all of the unpaid taxes of every kind and description now due on the above described lands as a part of the consideration in addition to the consideration of \$433.00 named above.

TO HAVE AND TO HOLD the above granted premises unto the said Mitchell Naval Stores Co. their heirs and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, this the 4th day of April, 1936.

CARRIE G. BUCHMANN (L. S.)
Individually, and as Executrix of the Estate
of Fred J. Buchmann, deceased.

THE STATE OF ALABAMA CULLMAN COUNTY

I, JOSEPH T. YEAGER, a notary public in and for said County and State, hereby certify that Carrie G. Buchmann, Individually, and as Executrix of the Estate of Fred J. Buchmann, deceased, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand, this 4th day of April, A D 1936

JOSEPH T. YEAGER

SEAL.

STATE OF ALABAMA PROBATE COURT

STATE OF ALABAMA, }
Baldwin County.

PROBATE COURT

I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify
that the within and foregoing _____ pages

contain a full, true and complete copy of the _____

Orville L. Buckmann —

Mitchell Naval Stores Co.

as the same appears of record in my office in _____ Book Book No. 5915

Page 179

Given under my hand and seal of office, this 1st day of August, 19 50

W. R. Stuart
Judge of Probate

STATE OF ALABAMA)
BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS: That we, C. B. Mitchell, R. F. Mitchell, Jr., and J. L. Tucker, unmarried, operating and doing business as Mitchell Naval Stores Company, joined by Jessie H. Mitchell and Dorothy F. Mitchell, the wives of C. B. Mitchell and R. F. Mitchell, Jr., grantors, for and in consideration of the sum of One thousand (\$1,000.00) Dollars and other good and valuable considerations to us in hand paid by J. R. Duncan, grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said grantee all the following described real property situated and being in the County of Baldwin, State of Alabama, to-wit:

Description	Sec.	Tp.	Rge.	Description;	Sec.	Tp.	Rge.
S $\frac{1}{2}$ of SE $\frac{1}{4}$	35	5S	5E	NW $\frac{1}{4}$	2	6S	5E
NW $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and SE $\frac{1}{4}$	11	6S	5E	NE $\frac{1}{4}$ of NE $\frac{1}{4}$	14	6S	5E
W $\frac{1}{2}$ of NW $\frac{1}{4}$	13	6S	5E	W $\frac{1}{2}$ of NE $\frac{1}{4}$	11	6S	5E
E $\frac{1}{2}$ of NW $\frac{1}{4}$	23	6S	5E	N $\frac{1}{2}$ of SW $\frac{1}{4}$	17	6S	6E
NE $\frac{1}{4}$ of SE $\frac{1}{4}$	18	6S	6E	NE $\frac{1}{4}$, N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$	2	6S	5E
N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$	2	6S	5E	NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$	17	4S	5E
S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$	31	4S	3E	W $\frac{1}{2}$ of E $\frac{1}{2}$	24	3S	4E
S $\frac{1}{2}$ of N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$	21	5S	3E	NE $\frac{1}{4}$	19	4S	5E
NW $\frac{1}{4}$ of NW $\frac{1}{4}$	36	3S	4E	E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$	9	6S	5E
SE $\frac{1}{4}$ of NE $\frac{1}{4}$	24	6S	4E	SE $\frac{1}{4}$ of NW $\frac{1}{4}$	2	6S	5E
N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$, SE $\frac{1}{4}$ of				S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$	5	6S	5E
NE $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ and				S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$	19	6S	5E
N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$	33	6S	5E	N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$	26	5S	4E
N $\frac{1}{2}$ of S $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$	26	5S	5E	N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$	26	5S	4E
NE $\frac{1}{4}$ of NW $\frac{1}{4}$	20	7S	5E	S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$	31	6S	6E
N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	6S	5E	Lot 7 Block 18, Tobacco Factory			
S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, S $\frac{1}{2}$ of				Addition of Summerdale.			
SE $\frac{1}{4}$ of NW $\frac{1}{4}$	30	6S	5E	N $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$	7	6S	5E
Lot 8 Block 51 Factory Addition				S $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$	36	6S	5E
to Summerdale				Lot 9, Block 54 Factory Addition			
S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$	21	6S	5E	to Summerdale			
N $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$	3	6S	5E	E $\frac{1}{2}$ of E $\frac{1}{2}$ of SE $\frac{1}{4}$	29	6S	6E
N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$	28	6S	5E	S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, SE $\frac{1}{4}$ of	28	6S	5E
NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$	2	6S	5E	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	3	6S	5E
NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$	28	6S	5E	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$			
S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$	6	6S	5E	N $\frac{1}{2}$ of N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, SW $\frac{1}{4}$ of	28	6S	5E
NE $\frac{1}{4}$ of NE $\frac{1}{4}$	11	6S	5E	SW $\frac{1}{4}$ of SW $\frac{1}{4}$	35	5S	4E
S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$	4	6S	4E	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$			
N $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$	35	5S	4E	E $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of	30	6S	5E
NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$	25	6S	4E	NE $\frac{1}{4}$	22	6S	6E
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$	15	6S	4E	E $\frac{1}{2}$ of SE $\frac{1}{4}$, SW $\frac{1}{4}$ of SE $\frac{1}{4}$, SE $\frac{1}{4}$ of SW $\frac{1}{4}$	6	6S	5E
All Fractional	23	6S	6E	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$			
S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$, S $\frac{1}{2}$ of				of NE $\frac{1}{4}$ of SW $\frac{1}{4}$	29	6S	5E
NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$	6	6S	5E	N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$	10	5S	5E
S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$	36	6S	5E	of SE $\frac{1}{4}$ of SE $\frac{1}{4}$	21	6S	6E
N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$	21	6S	5E	SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$	25	5S	4E
NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$	24	6S	4E	W $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$			
SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$	24	6S	4E	S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$			
SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$	24	6S	4E	Lots 4 and 5 Block 46, Factory			
S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$	28	6S	5E	Addition to Summerdale			
S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$	29	6S	5E	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$, N $\frac{1}{2}$ of NE $\frac{1}{4}$ of	29	6S	4E
S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$, N $\frac{1}{2}$ of				NE $\frac{1}{4}$ of SE $\frac{1}{4}$, S $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$	19	6S	5E
SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$	35	6S	4E	S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$			
W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$	28	6S	5E	SE$\frac{1}{4}$ of SW$\frac{1}{4}$ of NE$\frac{1}{4}$ of SW$\frac{1}{4}$			

Lot 12 Block 48, Factory Addition to Summerdale.

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$

S $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$, N $\frac{1}{2}$ of SW $\frac{1}{4}$ of

NE $\frac{1}{4}$ of SE $\frac{1}{4}$

28 6S 5E

2 6S 5E

S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$

20 6S 6E

28 6S 5E

Also any other lands in Baldwin County, Alabama, standing in the name of C. B. Mitchell, R. F. Mitchell Jr., or J. L. Tucker, or the Mitchell Naval Stores Company.

IT being the true intent of this instrument to convey, and the grantors herein do hereby convey to the said grantee any and all lands owned by them or either of them or the Mitchell Naval Stores Company, in Baldwin County, Alabama.

TO HAVE AND TO HOLD, with the appurtenances thereunto belonging, unto the said Grantee, his heirs and assigns forever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 24th day of January, 1941.

R. F. Mitchell Jr.,	(SEAL)
Dorothy F. Mitchell	(SEAL)
C. B. Mitchell	(SEAL)
Jessie H. Mitchell	(SEAL)
J. L. Tucker	(SEAL)

STATE OF FLORIDA)
ESCAMBIA COUNTY.)

I, J. J. Crooke, a Notary Public in and for said County, in said State, do hereby certify that C. B. Mitchell and Jessie H. Mitchell, his wife, R. F. Mitchell, Jr., and Dorothy F. Mitchell, his wife, and J. L. Tucker, unmarried, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 24th day of January, 1941, came before me the within named Jessie H. Mitchell and Dorothy F. Mitchell, known to me to be the wives of the within named C. B. Mitchell and R. F. Mitchell Jr., respectively, who being examined separate and apart from their husband touching their signatures to the within conveyance, acknowledged that they signed the same of their own free will and accord and without fear, constraints or threats on the part of their husbands.

Given under my hand and seal on this 24th day of January, 1941.

(Notary Seal)
My Commission Expires Mar 4, 1942.

J. J. Crooke, Notary Public,
Escambia County, Florida.
State of Florida at Large

Filed April 19, 1941 at 8:30 AM. Recorded Deed book 75, page 25-6 and I certify that \$6.00 deed tax has been paid as required by law.

G. W. Robertson, Judge of Probate.

STATE OF ALABAMA, }
Baldwin County.

PROBATE COURT

I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify

that the within and foregoing _____ pages

contain a full, true and complete copy of the Deed

P. J. Mitchell Jr. et al
J. B. Duncan

as the same appears of record in my office in Deed Book No. 75

Page 25-6

Given under my hand and seal of office, this 1st day of August, 19 50

W R Stuart
Judge of Probate

Vivian J. Jernigan,)
Complainant)
-vs-)
Robert D. Jernigan,)
Respondent . }

NO. 2500.
IN THE CIRCUIT COURT FOR BALDWIN
COUNTY, ALABAMA,
In Equity Sitting.

ANSWER AND WAIVER OF RESPONDENT.

Comes now the Respondent, Robert D. Jernigan, in the above styled cause, and accepts service of the Summons and Bill of Complaint heretofore filed in this cause, and for answer thereto, says:

1. This Respondent admits the allegations contained in paragraphs 1, 2 and 4 of said Bill of Complaint.

2. This Respondent denies the allegations contained in paragraph 3 of said Bill of Complaint and demands strict proof thereof.

And now, having fully answered, this Respondent agrees that this cause may be set for hearing at any time and without notice to him of any nature as to the time and place of the taking of testimony herein, and agrees to the issuance of a commission without notice, to take such testimony, and also agrees that this cause may be submitted for final decree at once without notice to him.

Dated this the 14th day of July, 1950.

R. D. Jernigan
RESPONDENT.

Signed in the presence of

Jefferson Bennett

on the 14th day of July, 1950.

RECORDED
IN THE CIRCUIT COURT FOR
BALDWIN COUNTY, ALABAMA,

In Equity.

No. 2500

Vivian J. Jernigan,

Complainant

-vs-

Robert D. Jernigan,

Respondent.

ANSWER AND WAIVER OF
RESPONDENT.

Filed 7-21-50
Aerie French
Rg:

Vivian J. Jernigan
Complainant,
-vs-
Robert D. Jernigan,
Respondent.

NO. _____

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

Comes the Complainant and Respondent in the above styled cause and respectfully request this Court to approve and accept the following agreement between said parties by incorporating the pertinent terms thereof as a part of any Decree of Divorce which may be entered in said cause, if and when such a decree is rendered therein:

AGREEMENT

WHEREAS, the parties hereto are husband and wife, and a Bill for Divorce has been filed or is filed contemporaneously herewith, wherein Vivian J. Jernigan, is Complainant and Robert D. Jernigan, is Respondent; and said parties are desirous of avoiding the embarrassment and difficulty of litigation with respect to alimony, division of property or maintenance for the minor child of said parties, by compromising and settling said claims and affecting a division of the property belonging to the parties hereto.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES, and of the mutual stipulations and agreements hereinafter contained, it is mutually stipulated and agreed between the parties as follows:

1. Respondent, does hereby assign, convey, transfer and set over unto said Complainant all the household furniture in the residence of said parties, reserving unto himself only his personal belongings located therein, one bed and one mattress, the plywood clothes closet, one odd table and one icebox, it being understood that the icebox will be used by either party to preserve food for the minor child of the parties hereto and shall be possessed by either party during the time such party has custody of the said minor child. The Complainant agrees to permit the Respondent and the Respondent agrees to permit the Complainant to remove the furniture set over to each party from their present residence, at his or her own expense, at any convenient date after the issuance of any Decree of Divorce, if any be issued.

2. It is mutually agreed between the parties that the

general custody and care of the minor child of the parties hereto, Roberta J. Jernigan, shall be awarded to the Complainant, Vivian J. Jernigan, it being understood that the Respondent shall have the right of reasonable visitation at reasonable hours with said minor child and that the Respondent shall have the right to have the said minor child visit with the mother of the Respondent at such times as shall be agreed upon between the parties hereto.

3. Respondent hereby agrees to pay the sum of \$5.00 per week for the support of said minor child to the Complainant, such payments to be in the form of cash and/or such commodities of food and clothing as shall be accepted and approved by the Complainant.

4. The Complainant agrees that so long as this agreement on the part of the said Respondent shall be duly performed, that said stipulations and agreements duly performed by the Respondent, shall be considered as full and complete satisfaction of her claim for alimony or maintenance for herself.

5. Respondent agrees to pay the costs of Court in the above styled cause and the full sum of \$37.50, as one-half of the Solicitor's fee to J. Jefferson Bennett, the Solicitor for the Complainant in said cause. The Complainant agrees to pay the sum of \$37.50 as one-half the fee of her Solicitor, J. Jefferson Bennett. The above payments by each party, shall constitute payment in full for services rendered.

WITNESS the hands of the parties hereto at Fairhope, Alabama, in duplicate, on this the 30th day of June, 1950.

WITNESS AS TO COMPLAINANT:

J. J. Bennett Vivian J. Jernigan
COMPLAINANT

WITNESS AS TO RESPONDENT:

J. J. Bennett R. B. Jernigan
RESPONDENT

RECORDED
2051

Vivian J. Jernigan
Complainant

- vs -

Robert D. Jernigan
Respondent

Agreement of Parties

FILED
JUN 30 1950

ALICE J. DUCK, Register

Vivian J. Jernigan
Complainant,
-vs-
Robert D. Jernigan,
Respondent.

NO. _____

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

Comes the Complainant in the above styled cause and shows unto your Honor the following statement of facts, to-wit:

1. Complainant and Respondent are each over the age of Twenty-one years and are each bona fide residents of Baldwin County, Alabama; Complainant and Respondent each have been a resident of said County in said State for more than ten years next preceeding the date of the filing of this Bill.


2. Complainant further shows that she was married to the Respondent on to-wit, the 24th day of December, 1946, in the city of Mobile, Alabama; and that she has lived with the Respondent as his wife until, to-wit, the 11th day of June, 1950; that there was born to the Complainant and Respondent, as a result of said marriage, one minor child, Roberta J. Jernigan; who is now under the age of three years.

3. Complainant further says that the Respondent at numerous times since his marriage to the Complainant, has committed actual violence upon the person of the Complainant, the wife, attended with danger to her life or health, or that from the conduct of the Respondent, the Complainant has reasonable apprehension of such violence, and the Complainant shows further that on, to-wit, the 11th day of June, 1950, the Respondent, while in the curtilage of the home of the mother of the Complainant, did beat the Complainant about her head, face, and body and that the Complainant was forced to retreat into the home of her mother to escape further violence from the Respondent.

4. Complainant further shows that on, to-wit, the 11th day of June, 1950, the Complainant ceased to live with the Respondent as his wife and that she has never lived with the Respondent as his wife since that date.

THE PREMISES CONSIDERED, the Complainant prays that this Court will take jurisdiction of her cause, and that the said Robert D. Jernigan be made a party Respondent thereto by appropriate legal process and that he be required to plead, answer or demur thereto

within the time prescribed by law. And that upon a final hearing, your Honor, will order, adjudge and decree that the bonds of matrimony existing between the Complainant and Respondent be forever severed for and on account of the Respondent's committing actual violence upon the person of the Complainant, attended with danger to her life or health, or that from his conduct there is reasonable apprehension of such violence, and Complainant submits herself to the jurisdiction of the Court and offers to do equity toward all parties to the Bill and if she has not asked for the proper relief, she now asks for such other, further, general and special relief as the nature of her cause in equity and good conscience, shows her to be entitled to.


Solicitor for Complainant

2500 RECORDED

William J. Jernigan
vs.
Robert A. Jernigan

Bill of Complaint

FILED

JUN 30 1950

ALICE L. DUCK, Register

J. JEFFERSON BENNETT

Attorney at Law

Pitman Building

FAIRHOPE, ALABAMA

August 17, 1950.

Mrs. Alice J. Duck, Register,
Circuit Court,
Bay Minette, Alabama.

Re: Jernigan vs. Jernigan, #2500, in Equity.


Dear Mrs. Duck:

I am very happy to inform you that a reconciliation has been worked out in this case and they are once more living together as husband and wife.

Will you, therefore, withdraw the file in this case, on Motion of the Complainant? Mail me a cost bill for the costs to date and I will forward you a check by return mail.

I hope to see you during the first part of next week.

Very truly yours,


J. Jefferson Bennett,
Solicitor for Complainant.

JJB/me

