CARL T. DUKES SR., and WYNELLE C. DUKES	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
COMPLAINANTS	)	IN EQUITY
VS.	)	NO. 2435
JAROSLAV FROLIK and ANNA FROLIK	)	
RESPONDENTS	)	

Now comes the Respondent, Anna Frolik, and for answer to the Complainants' bill of complaint and to each paragraph thereof, says:

1. That she denies all allegations therein contained not herein expressly admitted and demands strict proof of the same.

2. She admits the allegations contained in paragraph one.

3. She admits the allegations contained in paragraph two.

4. She knows nothing as to the allegations contained in paragraph three and neither admits nor denies the same, however, states that she is now and was at the time of the execution of the alleged contract the owner of said land; that she has not at any time authorized the Respondent Jaroslav Frolik, to sell or to enter into a contract for the sale of the said land; that she has not delivered or authorized anyone to deliver possession of the said land to the Complainants.

5. She admits that on to-wit, January 19, 1950, she came to Baldwin County, Alabama, and to the property described in this bill of complaint; that upon finding the Respondents in possession of the said property, she offered to pay them for any damages that they had suffered or any that they had expended as permanent improvements to the property; that she advised the Complainants that she had not signed a contract for the sale of the property and that she had not authorized the said Jaroslav Frolik, to enter into a contract for the sale of said property.

6. She admits the allegations contained in paragraph five, that the property described in the bill of complaint does not constitute the homestead of the Respondents or either of them.

7. She admits that on to-wit, February 7, 1950, she filed for record in the office of the Judge of Probate of Baldwin County, Alabama, a deed from the Respondent, Jaroslav Frolik, to her, conveying the property herein described. Further answering the said paragraph, she says that the Respondent, Jaroslav Frolik, on the date thereof,

August 22, 1923, the Respondent Jaroslav Frolik, executed and delivered to her a conveyance of the property herein described; that she is now and has been at all times continuously since the date of the date of the execution thereof in possession of the said deed that a copy of said deed is hereto attached marked exhibit "A", and asked to be taken as a part hereof as though herein fully set out.

8. And further answering the bill of complaint this Respondent says that she is the owner of the property involved in this suit, to-wit, the Northwest quarter of Northwest quarter of Section 25, Township 5 South, Range 3 East, Baldwin County, Alabama; that she has been the sole owner thereof, since August 22, 1923, when the Respondent, Jaroslav Frolik, executed and delivered to her a conveyance to said property, a copy of which is hereto attached, marked exhibit "A"; that the said conveyance is now and has been continuously since the date of execution thereof in her possession; that she has not at any time authorized the Respondent, Jaroslav Frolik, to sell or to enter into any contract for the sale of said property and that any agreement that may have been entered into by the said Jaroslav Frolik, was without her knowledge or consent and has not approved the same. And this Respondent further answering the bill of complaint says that when she learned that the Respondents were in possession of the said land she demanded possession of the said property, advising them that she was the owner thereof and offered and tended to them the money that they had to that time expended as permanent improvements to said property; that she is now entitled to the possession of said property, as the owner thereof. That the Respondent offers to do equity and to comply with any decree of this court.

WHEREFORE this Respondent, Anna Frolik, prays that this be taken as her answer and cross bill and that the Complainants, Carl T. Dukes Sr., and Wynelle C. Dukes, be made parties cross-respondent hereto and required to plead, answer or demur to this cross bill within the time and under the penalties prescribed by law and the practice of this Honorable Court.

This Respondent, Anna Frolik, prays that upon a final hearing hereof this court will determine that she is the owner of said property involved in this suit, to-wit, Northwest quarter of Northwest quarter of Section 25, Township 5 South, Range 3 East, Baldwin County, Alabama; that she is entitled to the possession thereof; that be a proper proceeding this court will ascertain and determine such amount as she may be entitled to as rental and damges and that a proper decree be made and entered against the said Carl T. Dukes Sr., and Wynelle C. Dukes, requiring them to deliver possession of said property to this Respondent and cross-complainant and to pay to her such amount

as the court may deem proper in the premises.

Solicitor for the Respondent, Anna Frolik.

RECORDED

Answer

CARL T. DUKES SR., and
WYNELLE C. DUKES

COMPLAINANTS

VS.

JAROSLAV FROLIK and ANNA
FROLIK

RESPONDENTS

NO. 2435

FILED
MAR 27 1950
ALICE L. DUCK, Register

CARL T. DUKE, SR., and WYNELLE C. DUKE, Complainants,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA.
JAROSLAV FROLIK and ANNA FROLIK, Respondents.	)	IN EQUITY. NO. 2435.

DEMURRER AND ANSWER TO CROSS BILL

Now come the Complainants and Cross Respondents, each separately and severally, and demur to the cross bill filed in this cause by Anna Frolik and as grounds therefor, set down and assign, separately and severally, the following:

1. There is no equity in the cross bill.

2. No facts are alleged to show that the Respondent and Cross Complainant, Anna Frolik, is in possession of the property involved in this proceeding.

3. It affirmatively appears that the Complainants and Cross Respondents are in the actual possession of the property involved in this suit.

4. The allegations of the cross bill are vague, indefinite and uncertain.

5. No facts are alleged to show that the Respondent and Cross Complainant is entitled to possession of the property involved in this suit.

6. No facts are alleged to show that the Respondent and Cross Complainant is entitled to damages for the detention of the property described in the cross bill.

7. No facts are alleged to show that the Respondent and Cross Complainant was in possession of the property involved in this suit at the time the said contract of sale was made.

8. No facts are alleged to show that the Respondent and Cross Complainant, Anna Frolik, had filed the deed under which she claims title for record prior to the time that the Complainants and Cross Respondents took possession of the property involved in this suit or allege any facts to excuse any failure to so record the said deed.

Now come the Complainants and Cross Respondents, each separately and severally, and demur to Paragraph 8 of the said cross bill and as grounds therefor set down, separately and severally, the following:

1. There is no equity in the cross bill.

2. No facts are alleged to show that the Respondent and Cross Complainant, Anna Frolik, is in possession of the property involved in this proceeding.

3. It affirmatively appears that the Complainants and Cross Respondents are in the actual possession of the property involved in this suit.

4. The allegations of the cross bill are vague, indefinite and uncertain.

5. No facts are alleged to show that the Respondent and Cross Complainant is entitled to possession of the property involved in this suit.

6. No facts are alleged to show that the Respondent and Cross Complainant is entitled to damages for the detention of the property described in the cross bill.

7. No facts are alleged to show that the Respondent and Cross Complainant was in possession of the property involved in this suit at the time the said contract of sale was made.

8. No facts are alleged to show that the Respondent and Cross Complainant, Anna Frolik, had filed the deed under which she claims title for record prior to the time that the Complainants and Cross Respondents took possession of the property involved in this suit or allege any facts to excuse any failure to so record the said deed.

9. The facts alleged therein are conclusions of the pleader.

Now come the Complainants and Cross Respondents, each separately and severally, and demur to the Prayer for Relief contained in the said cross bill and as grounds therefor set down, separately and severally, the following:

1. There is no equity in the cross bill.

2. No facts are alleged to show that the Respondent and Cross Complainant, Anna Frolik, is in possession of the property involved in this proceeding.

3. It affirmatively appears that the Complainants and Cross Respondents are in the actual possession of the property involved in this suit.

4. The allegations of the cross bill are vague, indefinite and uncertain.

5. No facts are alleged to show that the Respondent and Cross Complainant is entitled to possession of the property involved in this suit.

6. No facts are alleged to show that the Respondent and Cross Complainant is entitled to damages for the detention of the property described in the cross bill.

7. No facts are alleged to show that the Respondent and Cross Complainant was in possession of the property involved in this suit at the time the said contract of sale was made.

8. No facts are alleged to show that the Respondent and Cross Complainant, Anna Frolik, had filed the deed under which she claims title for record prior to the time that the Complainants and Cross Respondents took possession of the property involved in this suit or allege any facts to excuse any failure to so record the said deed.

Now come the Complainants and Cross Respondents, each separately and severally, and without waiving the above demurrer but insisting thereon, for answer to the cross bill say:

1. The Complainants and Cross Respondents deny each and all of the allegations of Paragraph 4 of the said cross bill.

2. The Complainants and Cross Respondents deny each and all of the allegations of Paragraph 5 of the said cross bill and for further answer to the said Paragraph 5 allege that the said Respondent and Cross Complainant did not do or say anything in any

conversation with the Complainants and Cross Respondents, or either of them, or to any other person or persons in their presence, or either of them, to indicate that she owned or claimed the property involved in this suit.

3. The Complainants and Cross Respondents admit that the Respondent and Cross Complainant filed a deed for record in the office of the Judge of Probate of Baldwin County, Alabama on February 7, 1950, but deny each and all of the other allegations of Paragraph 7 of the cross bill. For further answer to the said Paragraph 7 of the said cross bill, the Complainants and Cross Respondents allege that the property involved in this suit was mortgaged by the Respondent, Jaroslav Frolik, and by the Respondent and Cross Complainant, Anna Frolik, as though it were the property of the said Jaroslav Frolik after the date on which she claims that her deed to the said property was executed and delivered. For further answer to the said Paragraph 7 of the said cross bill, the Complainants and Cross Respondents allege that the property has been regularly assessed for taxation in Baldwin County, Alabama for the past ten (10) years by the Respondent, Jaroslav Frolik, and that it has not, at any time up to the time of the filing of this suit, been assessed by the Respondent and Cross Complainant, Anna Frolik.

4. The Complainants and Cross Respondents deny that the Respondent and Cross Complainant is the owner of the property involved in this suit and that she has been the owner of the said property since August 22, 1923. For further answer to the Paragraph 8 of the said cross bill, the Complainants and Cross Respondents allege that at the time the Respondent, Jaroslav Frolik, entered into the written contract to sell and convey the said property to the Complainants and Cross Respondents, he was, according to the public records of Baldwin County, Alabama, the owner thereof; that they entered into the said contract to purchase the said property from him for a valuable consideration in good faith and without any

notice whatever that it was owned or claimed by the said Respondent and Cross Complainant, Anna Frolik. The Complainants and Cross Respondents further allege that they had no knowledge whatever that the said Respondent and Cross Complainant was claiming the said property until they were advised sometime after February 7, 1950 that she had filed a deed for record in the office of the Judge of Probate of Baldwin County, Alabama, purporting to be dated August 22, 1923. When the said deed was filed for record and for more than thirty days prior thereto the Complainants and Cross Respondents were in the actual possession of the said property, which possession was open and visible to any person. Complainants and Cross Respondents deny each and all of the allegations of the said Cross Bill which have not been specifically answered herein.

Having fully answered the said cross bill, Complainants and Cross Respondents pray that it be dismissed.

J. B. Blackburn

Solicitors for Complainants and Cross Respondents.

STATE OF ALABAMA)
)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon JAROSLAV FROLIK and ANNA FROLIK to appear within thirty days from the service of this writ in the Circuit Court to be held for said County, Equity Side, at the place of holding same, and then and there plead to, answer or demur to the Bill of Complaint filed against them by CARL T. DUKE, SR., who is also known as C. T. Duke, Sr., and WYNELLE C. DUKE.

WITNESS my hand on this the 27th day of February, 1950.

Register.

The Respondents named above are each non-residents of the State of Alabama, whose places of residence and post office address appear in the Complaint. They should be served by registered mail with return receipt requested, in the form and manner prescribed by law.

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

Your Orators, Carl T. Duke, Sr., who is also known as C. T. Duke, Sr., and Wynelle C. Duke, present this Bill of Complaint against Jaroslav Frolik and Anna Frolik and thereupon your Orators complain and show unto the Court and your Honor as follows:

1. Your Orators are each over twenty-one years of age and residents of Baldwin County, Alabama.

2. The Respondents, Jaroslav Frolik and Anna Frolik, are each over twenty-one years of age and are each non-residents of the State of Alabama, whose residence and post office address is 1244 West Florence Avenue, Los Angeles 44, California.

3. On, to-wit, December 29, 1949 the Respondent, Jaroslav Frolik, came to Carl T. Duke, Sr., one of your Orators, and represented to him that he owned the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama and offered the said property for sale. Subsequent thereto and on, to-wit, the 31st day of December, 1949, your Orators entered into a written contract with the Respondent, Jaroslav Frolik, by which your Orators agreed to buy and the said Jaroslav Frolik agreed to sell the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama, a copy of which contract is hereto attached, marked "Exhibit A" and by reference made a part hereof as though fully incorporated herein. Your Orators complied in all respects with the said contract, made the deposit provided for therein with the Farmers and Merchants Bank, which was designated in the said agreement to receive the said deposit. At the time of the execution of the said written contract, the Respondent, Jaroslav Frolik, had a warranty deed prepared from Jaroslav Frolik and Anna Frolik, his wife, to Carl T. Duke, Sr. and Wynelle C. Duke, which deed, when executed, would convey the said property described in the said contract. The said deed was executed by the said Jaroslav Frolik in

Foley, Alabama on, to-wit, December 31, 1949, at which time he stated that he would carry it with him to California, have it signed by his wife and return it to the Farmers and Merchants Bank within approximately ten days. Your Orators were placed in possession of the said property at the time the said agreement was made and they took actual possession of the said property immediately after the said agreement was signed, on, to-wit, January 2, 1950, and have remained in possession of the said property continuously up to this time. At the time the said written contract was made and at the time your Orators took possession of the property described in the said contract, it was owned by the Respondent, Jaroslav Frolik, and was, at that time, free of and from all liens and encumbrances, except for the mortgage which is referred to in the said written contract, according to the public records of Baldwin County, Alabama.

4. On, to-wit, January 19, 1950 the Respondent, Anna Frolik, came to Baldwin County, Alabama and to the property described in the said written agreement while Emmie Duke, the wife of your Orator, Carl T. Duke, Sr., was planting flowers on a part of the property described in the said agreement and after approximately eight acres of the said property had been plowed for planting, and inquired about the said Carl T. Duke, Sr. On the early evening of the said date the said Respondent, Anna Frolik, saw the said Carl T. Duke, Sr. and told him, in substance, at that time that she would not sign a deed to the property. Subsequent to the said statement she then offered the said Carl T. Duke, Sr. One Hundred Fifty Dollars ($150.00) in cash for the said contract and upon this offer being refused by the said Carl T. Duke, Sr., she then stated, in substance, that she would sign a deed to the said property for Eight Thousand Dollars ($8,000.00), which offer was refused by the said Carl T. Duke, Sr. Subsequent thereto and by letter dated January 23, 1950, a copy of which is hereto attached, marked "Exhibit B" and by refer-

ence made a part hereof as though fully incorporated herein, the Respondent, Jaroslav Frolik, notified Forest A. Christian, an agent and attorney for your Orators, that the written contract referred to above does not come into effect until it is signed by both Jaroslav Frolik and Anna Frolik, his wife.

5. The above described property, namely, the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama, does not constitute the homestead of the Respondents or either of them, both of whom are non-residents of the State of Alabama.

6. On February 7, 1950 there was filed for record in the office of the Judge of Probate of Baldwin County, Alabama, a deed from the Respondent, Jaroslav Frolik, to the Respondent, Anna Frolik. Your Orators allege on information and belief that the said deed had not been delivered on December 31, 1949, at which time the written agreement referred to above was made, or if it had been delivered it had not been filed for record in the office of the Judge of Probate of Baldwin County, Alabama at the time of the making of the said written agreement and at the time your Orators were placed in possession of the said property.

7. Your Orators offer to do equity and are ready, able and willing to pay such amount as may be decreed by the Court to be due to the Respondents.

PRAYER FOR PROCESS

Your Orators pray that the Court will take jurisdiction of the cause made by this Bill of Complaint and that due notice thereof be given to the Respondents, Jaroslav Frolik and Anna Frolik, in the form and manner prescribed by law, requiring them to appear and plead to, answer or demur to the said Bill of Complaint within the time and under the pains and penalties prescribed by law and the rules of this honorable Court.

PRAYER FOR RELIEF

THE PREMISES CONSIDERED, your Orators pray for the following separate and several relief:

1. That the Respondent, Jaroslav Frolik, be required to specifically perform the said contract with your Orators and convey the above described property to your Orators free of and from all liens and encumbrances, except the mortgage described in the written contract referred to above, and require the indebtedness secured by this mortgage to be paid from the proceeds of the said sale.

2. In the event the Respondent, Jaroslav Frolik, is unable to obtain the signature of his wife to a deed conveying the said property or in the event a release of Anna Frolik's dower interest in the property cannot be procured, that the conveyance from the Respondent, Jaroslav Frolik, to your Orators be made subject to the said dower right with an equitable abatement of the purchase price to the extent of the value of such interest or encumbrance or give your Orators indemnity against the said dower interest.

3. Your Orator further prays that it be adjudged and decreed that the Respondent, Jaroslav Frolik, was the owner of the said property at the time he made the said written agreement with your Orators and placed them in possession of the said property and that the deed from Jaroslav Frolik to Anna Frolik, which was filed for record in the office of the Judge of Probate of Baldwin County, Alabama on, to-wit, February 7, 1950, is subject to all of the terms and provisions of the said contract.

4. Your Orators further pray for such other, further and general relief as they may be equitably entitled to, the premises considered.

J. B. Blasingim

Forest A. Christian

Solicitors for Complainants.

STATE OF ALABAMA)
)
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared Carl T. Duke, Sr., who is also known as C. T. Duke, Sr., who, after being by me first duly and legally sworn, deposes and says: That he is one of the Complainants named in the foregoing Bill of Complaint; that he has read over the said Bill of Complaint and that the facts stated therein are true.

C. T. Duke Sr.

Sworn to and subscribed before me on
this the 23rd day of February, 1950.

Mary Lee Blackburn
Notary Public, Baldwin County, Alabama.

EXHIBIT "A"

FOREST A. CHRISTIAN,
Attorney at Law,
Foley, Alabama.

December 31, 1949

Farmers & Merchants Bank
Foley, Alabama.

Gentlemen:

Jaroslav Frolik, Seller, has agreed to bargain and sell a certain 40 acre tract of land described as NW¼ of the NW¼, Sec. 25, T 5 S, R 3 E, in Baldwin County, Alabama, to Carl T. Duke, Sr. and Wynell C. Duke, for and in consideration of the sum of $5,000.00.

There is delivered to the bank, a certain check dated December 31, 1949, drawn on the Merchants National Bank of Mobile, Alabama, payable to the order of C. T. Duke, drawn by Henry W. Sweet, and which check is endorsed by C. T. Duke. The bank is to send this check through for collection and is to hold the $100.00 proceeds from this check in escrow until the said Seller delivers a warranty deed executed by him and his wife, who is now in the State of California. Upon the receipt of a warranty deed and abstract of title, brought to date, showing a good merchantable title, the said Bank is authorized by the Seller to deliver the warranty deed and abstract of title to the purchasers, upon the receipt of $5,000.00 cash, of which the check referred to above shall be deemed as partial payment.

The said Bank is also authorized to pay off the mortgage on the property and forward the balance to the Seller.

This transaction shall be closed within 60 days from date.

/Signed/ Jaroslav Frolik,
Seller

/Signed/ C. T. Duke, Sr.,
Purchaser.

Accepted by the Farmers & Merchants
Bank, this the 31st day of December, 1949.

/Signed/ Gus Shultz.

EXHIBIT B

Jan 23 - 1950
Los Angeles Calif

Mr. Forest A. Christian

Dear Sir -

I received your letter Sunday concerning the sale of mine and my wife property. I understand that before this contract become valid bots myself and my wife must sing.

As the contract does not come in effect until it is singned by both - they have no rights to proceed to protect their rights under the same contract. If my wife does not wish to sing thoes terms then we will not sell until we can come to an agreement.

Yours truly

/S/ JAROSLAV FROLIK

1244 W Florence Ave

LA - 44

W. R. STUART

Probate Judge

Bay Minette, Ala., 6-6, 1950

No. 9943

Received of Mrs. Ruth Drucker

No.		Deed Tax $	Deed Tax Cts.	Mortgage Tax $	Mortgage Tax Cts.	Recording Fees $	Recording Fees Cts.	Total $	Total Cts.
						2	25	2	25
						1	50	1	50
							25		

TOTAL $2

W R Stuart

Judge of Probate.

FOR RECORD

FOR REC...

CARL T. DUKE, SR., and WYNELLE C. DUKE, Complainants,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA.
JAROSLAV FROLIK and ANNA FROLIK, Respondents.	)	IN EQUITY. NO. 2435.

ORDER SETTING DAY FOR HEARING CAUSE

The parties to this cause having agreed that this cause be set for trial on the date mentioned below, it is Ordered, Adjudged and Decreed by the Court that this cause be and it is hereby set for trial at 9:30 A. M. on Tuesday, May 16, 1950.

ORDERED, ADJUDGED AND DECREED on this the 4th day of May, 1950.

Telfair J. Mashburn, Jr.
Judge.

RECORDED

ORDER SETTING DAY FOR HEARING CAUSE.

CARL T. DUKE, SR., and WYNELLE C. DUKE,

Complainants,

VS.

JAROSLAV FROLIK and ANNA FROLIK,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 2435.

Filed
5-5-80
Reice Frenick
Register

BOOK 002 PAGE 289

CARL T. DUKE, SR. and WYNELLE C. DUKE, Complainants, VS. JAROSLAV FROLIK and ANNA FROLIK, Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY.

LIS PENDENS NOTICE

Notice is hereby given that the said Complainants have this day filed in the Circuit Court of Baldwin County, Alabama, in Equity, a suit against the said Respondents to require specific performance of a written contract made by the Respondent, Jaroslav Frolik, in which he agreed to sell and convey to the Complainants the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama. The said Complainants in the said suit further pray that in the event the Respondent, Anna Frolik, will not execute a deed to the said Complainants, that the purchase price of the said property be abated or that the Respondent, Jaroslav Frolik, be required to indemnify the Complainants against the outstanding dower interest, that the deed from Jaroslav Frolik to Anna Frolik, which was filed for record in the office of the Judge of Probate of Baldwin County, Alabama on February 7, 1950, be decreed to be subject to the said contract and for general relief.

All persons are cautioned against purchasing the said property or acquiring any interest therein, except subject to the rights of the Complainants in this suit.

DATED this the 27th day of February, 1950.

STATE OF ALABAMA, BALDWIN COUNTY
Filed 2/27/50 11 a M
Recorded Lis Pendens book 2 page 289
W. R. Stewart
Judge of Probate

CARL T. DUKE, SR. and
WYNELLE C. DUKE

By J. B. Blackburn
As their Solicitor.

27

LIS PENDENS NOTICE

75 2-27-50

CARL T. DUKE, SR., and
WYNELLE C. DUKE,

Complainants

VS.

27

JAROSLAV FROLIK and ANNA
FROLIK,

Respondents.

2-289

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

R-50

Mrs. Duke

CARL T. DUKES, SR., and WYNELLE C. DUKES	)	IN THE CIRCUIT COURT OF
COMPLAINANTS	)	BALDWIN COUNTY, ALABAMA
VS.	)	IN EQUITY
JAROSLAV FROLIK and ANNA FROLIK.	)	NO. 2435
RESPONDENTS	)	

Now comes the Respondent Jaroslav Frolik, and for answer to the Complainants' bill of complaint and to each paragraph thereof, separately and severally says:

1. That he denies all the allegations therein contained, not herein expressly admitted and demands strict proof of the same.

2. The Respondent admits the allegations contained in paragraph one.

3. The Respondent admits the allegations contained in paragraph two.

4. The Respondent denies the allegations contained in paragraph three and demands strict proof thereof. Further answering paragraph three he says that he was not the owner of the said land at the time of the entering into the alleged contract; that he had no authority from Anna Frolik the owner thereof; that the said land did not constitute any part of a homestead.

5. That he knows nothing as to the allegations contained in paragraph four and therefore neither admits nor denies the same.

6. He admits the allegations contained in paragraph five.

7. He admits the allegations contained in paragraph six, as to the filing of the deed from Jaroslav Frolik to the other Respondent, Anna Frolik; and further says that the deed was executed and delivered on the date thereof and that the said Anna Frolik, has had the said deed in her possession at all times since the execution thereof, and that she is the owner thereof.

Solicitor for the Respondent, Jaroslav Frolik,

RECORDED

Answer

CARL T. DUKES SR., and
WYNELL C. DUKES

COMPLAINANTS

VS.

JAROSLAV FROLIK and ANNA
FROLIK

RESPONDENTS

NO. 2435

FILED
MAR 27 1950
ALICE J. DUCK, Register

CARL T. DUKE, SR., and WYNELLE C. DUKE, Complainants,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA.
JAROSLAV FROLIK and ANNA FROLIK, Respondents.	)	IN EQUITY. NO. 2435.

FINAL DECREE

This cause coming on to be heard on this date is submitted on the original Bill of Complaint, Answer of the Respondent, Jaroslav Frolik, Answer and Cross Bill of the Respondent, Anna Frolik, Demurrer and Answer of the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, to the Cross Bill, the testimony of the witnesses for the parties to this cause taken in open court on this date and taken down by the Court Reporter as delivered, in the manner provided by Equity Rule 56, as amended, upon consideration of all of which it appears to the Court and it finds that the deed from the Respondent, Jaroslav Frolik, to the Respondent, Anna Frolik, dated August 22, 1923 and filed for record on February 7, 1950 in the office of the Judge of Probate of Baldwin County, Alabama, is void as to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, who are purchasers for value, because it was not recorded prior to December 31, 1949, at which time the Respondent, Jaroslav Frolik, agreed to sell and convey the property involved in this suit to them, because it was not recorded when the said Carl T. Duke, Sr., and Wynelle C. Duke were placed in possession of the said property and because the said Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, had no notice of the said deed or of the claim of the Respondent and Cross Complainant, Anna Frolik, until after the deed to her was filed for record on February 7, 1950; that the agreement between the Respondent, Jaroslav Frolik, and the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, dated December 31, 1949, is valid as between the said parties and binding

on them and that the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, are entitled to specific performance of the said contract; that the Respondent, Jaroslav Frolik, and the Respondent and Cross Complainant, Anna Frolik, are husband and wife; that they have no children and that the dower interest of the doweress expectant, Anna Frolik, is one-half of the agreed purchase price of $5,000.00. The Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, being entitled to the relief prayed for by them in their said Bill of Complaint, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. The demurrer of the Complainants and Cross Respondents to the cross bill in this cause shall be and it is hereby overruled.

2. The relief prayed for by the said Respondent and Cross Complainant, Anna Frolik, in the cross bill filed by her in this cause shall be and it is hereby denied.

3. The deed from the Respondent, Jaroslav Frolik, to the Respondent and Cross Complainant, Anna Frolik, dated August 22, 1923, which was filed for record in the office of the Judge of Probate of Baldwin County, Alabama on February 7, 1950, is void as to the rights of the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, and subject to all of the terms and provisions of the said written contract between the Respondent, Jaroslav Frolik, and the Complainants and Cross Respondents, Carl T. Duke, Sr. and Wynelle C. Duke, dated December 31, 1949.

4. The Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, are entitled to specific performance as against the Respondent, Jaroslav Frolik, of the terms of the said written contract dated December 31, 1949 and as this said contract requires that the mortgage from Jaroslav Frolik and Anna Frolik, his wife, to the First Joint Stock Land Bank of Montgomery, Alabama, dated June 1, 1925 and recorded in Book 33 of Mortgages at pages 429-31, Baldwin County, Alabama Records, which was assigned by the

First Joint Stock Land Bank of Montgomery, Alabama to the Farmers and Merchants Bank, Foley, Alabama, by written assignment dated August 22, 1941 and recorded in Book 90 of Mortgages at page 218, Baldwin County, Alabama Records, be paid by the Respondent, Jaroslav Frolik, from the proceeds of the sale of the said property, the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, shall pay to the Farmers and Merchants Bank of Foley, Alabama the balance due on the said mortgage, take a receipt from the said Farmers and Merchants Bank and file it in this cause. Upon payment of the balance due on the said mortgage, the Complainants and Cross Respondents, Carl T. Duke, Sr. and Wynelle C. Duke, shall be entitled to the abstract covering the property involved in this suit, which is now held by the Farmers and Merchants Bank, Foley, Alabama.

5. The costs of this proceeding are hereby taxed against the Respondent, Jaroslav Frolik, and the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, shall, after paying the amount due on the above described mortgage, pay the costs of this proceeding from the purchase price of the said property, which is to be paid to the Respondent, Jaroslav Frolik.

6. The Respondent, Jaroslav Frolik, shall, within thirty (30) days from the date of this decree, make, execute and deliver to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, a full warranty deed in Alabama form, conveying the property described in this suit, which is the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama, to the said Carl T. Duke, Sr., and Wynelle C. Duke, free of and from all liens and encumbrances, except taxes for 1950 and the dower right of Anna Frolik, wife of the said Jaroslav Frolik. On delivery of the said deed to the said Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, they shall pay to the said Jaroslav Frolik the difference between the balance due on the above described mortgage, which is now held by the Farmers and Merchants Bank of Foley, Alabama, the

court costs paid as provided in Paragraph 5 of this decree and the sum of $2500.00. In the event the said Jaroslav Frolik does not make, execute and deliver such deed to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, within thirty (30) days from the date of this decree, the Register of this Court is hereby instructed and directed to make, execute and deliver such deed to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, on delivery of which the said Carl T. Duke, Sr., and Wynelle C. Duke shall pay into the REgistry of this Court for the use and benefit of the said Jaroslav Frolik the said balance due him as provided in this paragraph of this decree, which is $2500.00 less the amount paid in satisfaction of the said mortgage and for the costs of this proceeding.

7. In the event the said Jaroslav Frolik and his wife, Anna Frolik, shall deliver to the said Carl T. Duke, Sr., and Wynelle C. Duke a full warranty deed in Alabama form conveying the above described property free from all liens and encumbrances, except taxes for 1950, the said Carl T. Duke, Sr., and Wynelle C. Duke shall, on delivery of the said deed, pay to the said Jaroslav Frolik any balance that shall then remain due for the said property, as provided in this decree, and upon receipt of such payment the said Jaroslav Frolik shall then immediately cancel the lien hereinafter reserved.

8. The Respondent and Cross Complainant, Anna Frolik, not being a party to the contract between the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, and the Respondent, Jaroslav Frolik, dated December 31, 1949, any conveyance from the Respondent, Jaroslav Frolik, to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, will be subject to the contingent future assertion of the dower right of the said Anna Frolik in and to the said property, namely, the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama, which is one-half of the agreed purchase price of the said property of $5,000.00, or $2500.00,

which is the amount the said Anna Frolik presently appears to be entitled under and because of the provisions of Title 34, Section 41 of the 1940 Code of Alabama, which prescribes the quantum of the said dower estate. The Vendees, Carl T. Duke, Sr., and Wynelle C. Duke, are hereby allowed indemnity against loss from and because of the said outstanding dower interest in the amount of $2500.00, for which amount and interest thereon from the date of this decree at six percent (6%) to the death of the doweress expectant, Anna Frolik, or the death of the said Jaroslav Frolik, whichever shall first occur, for which amount, both principal and interest, the parties entitled to payment thereof shall have and they are hereby given a lien on the property involved in this suit, namely, the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama, which amount is payable in the following manner:

A. If the doweress expectant, Anna Frolik, dies before her husband, Jaroslav Frolik, the said amount of $2500.00, with legal interest to the date of her death shall forthwith be paid to Jaroslav Frolik.

B. If the doweress expectant, Anna Frolik, shall survive her husband, Jaroslav Frolik, the said amount of $2500.00, with interest at six percent (6%) from the date of this decree to the date of his death, shall be paid on her death to the heirs at law or assigns of Jaroslav Frolik.

C. Upon ultimate payment of the said amount of $2500.00 and interest as provided in this decree, the lien reserved in this decree shall be cancelled by the party or parties receiving payment or making conveyance.

9. 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 within thirty (30) days from the date hereof 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 June, 1950.

Telfair J. Mashburn, Jr.
Judge.

CARL T. DUKE, SR., and WYNELLE C. DUKE, Complainants,	IN THE CIRCUIT COURT OF
VS.	BALDWIN COUNTY, ALABAMA.
JAROSLAV FROLIK and ANNA FROLIK, Respondents.	IN EQUITY. NO. 2435.

FINAL DECREE

This cause coming on to be heard on this date is submitted on the original Bill of Complaint, Answer of the Respondent, Jaroslav Frolik, Answer and Cross Bill of the Respondent, Anna Frolik, Demurrer and Answer of the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, to the Cross Bill, the testimony of the witnesses for the parties to this cause taken in open court on this date and taken down by the Court Reporter as delivered, in the manner provided by Equity Rule 56, as amended, upon consideration of all of which it appears to the Court and it finds that the deed from the Respondent, Jaroslav Frolik, to the Respondent, Anna Frolik, dated August 22, 1923 and filed for record on February 7, 1950 in the office of the Judge of Probate of Baldwin County, Alabama, is void as to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, who are purchasers for value, because it was not recorded prior to December 31, 1949, at which time the Respondent, Jaroslav Frolik, agreed to sell and convey the property involved in this suit to them, because it was not recorded when the said Carl T. Duke, Sr., and Wynelle C. Duke were placed in possession of the said property and because the said Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, had no notice of the said deed or of the claim of the Respondent and Cross Complainant, Anna Frolik, until after the deed to her was filed for record on February 7, 1950; that the agreement between the Respondent, Jaroslav Frolik, and the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, dated December 31, 1949, is valid as between the said parties and binding

on them and that the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, are entitled to specific performance of the said contract; that the Respondent, Jaroslav Frolik, and the Respondent and Cross Complainant, Anna Frolik, are husband and wife; that they have no children and that the dower interest of the doweress expectant, Anna Frolik, is one-half of the agreed purchase price of $5,000.00. The Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, being entitled to the relief prayed for by them in their said Bill of Complaint, it is, therefore, Ordered, Adjudged and Decreed by the Court as follows:

1. The demurrer of the Complainants and Cross Respondents to the cross bill in this cause shall be and it is hereby overruled.

2. The relief prayed for by the said Respondent and Cross Complainant, Anna Frolik, in the cross bill filed by her in this cause shall be and it is hereby denied.

3. The deed from the Respondent, Jaroslav Frolik, to the Respondent and Cross Complainant, Anna Frolik, dated August 22, 1923, which was filed for record in the office of the Judge of Probate of Baldwin County, Alabama on February 7, 1950, is void as to the rights of the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, and subject to all of the terms and provisions of the said written contract between the Respondent, Jaroslav Frolik, and the Complainants and Cross Respondents, Carl T. Duke, Sr. and Wynelle C. Duke, dated December 31, 1949.

4. The Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, are entitled to specific performance as against the Respondent, Jaroslav Frolik, of the terms of the said written contract dated December 31, 1949 and as this said contract requires that the mortgage from Jaroslav Frolik and Anna Frolik, his wife, to the First Joint Stock Land Bank of Montgomery, Alabama, dated June 1, 1925 and recorded in Book 33 of Mortgages at pages 429-31, Baldwin County, Alabama Records, which was assigned by the

First Joint Stock Land Bank of Montgomery, Alabama to the Farmers and Merchants Bank, Foley, Alabama, by written assignment dated August 22, 1941 and recorded in Book 90 of Mortgages at page 218, Baldwin County, Alabama Records, be paid by the Respondent, Jaroslav Frolik, from the proceeds of the sale of the said property, the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, shall pay to the Farmers and Merchants Bank of Foley, Alabama the balance due on the said mortgage, take a receipt from the said Farmers and Merchants Bank and file it in this cause. Upon payment of the balance due on the said mortgage, the Complainants and Cross Respondents, Carl T. Duke, Sr. and Wynelle C. Duke, shall be entitled to the abstract covering the property involved in this suit, which is now held by the Farmers and Merchants Bank, Foley, Alabama.

5. The costs of this proceeding are hereby taxed against the Respondent, Jaroslav Frolik, and the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, shall, after paying the amount due on the above described mortgage, pay the costs of this proceeding from the purchase price of the said property, which is to be paid to the Respondent, Jaroslav Frolik.

6. The Respondent, Jaroslav Frolik, shall, within thirty (30) days from the date of this decree, make, execute and deliver to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, a full warranty deed in Alabama form, conveying the property described in this suit, which is the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama, to the said Carl T. Duke, Sr., and Wynelle C. Duke, free of and from all liens and encumbrances, except taxes for 1950 and the dower right of Anna Frolik, wife of the said Jaroslav Frolik. On delivery of the said deed to the said Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, they shall pay to the said Jaroslav Frolik the difference between the balance due on the above described mortgage, which is now held by the Farmers and Merchants Bank of Foley, Alabama, the

court costs paid as provided in Paragraph 5 of this decree and the sum of $2500.00. In the event the said Jaroslav Frolik does not make, execute and deliver such deed to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, within thirty (30) days from the date of this decree, the Register of this Court is hereby instructed and directed to make, execute and deliver such deed to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, on delivery of which the said Carl T. Duke, Sr., and Wynelle C. Duke shall pay into the Registry of this Court for the use and benefit of the said Jaroslav Frolik the said balance due him as provided in this paragraph of this decree, which is $2500.00 less the amount paid in satisfaction of the said mortgage and for the costs of this proceeding.

7. In the event the said Jaroslav Frolik and his wife, Anna Frolik, shall deliver to the said Carl T. Duke, Sr., and Wynelle C. Duke a full warranty deed in Alabama form conveying the above described property free from all liens and encumbrances, except taxes for 1950, the said Carl T. Duke, Sr., and Wynelle C. Duke shall, on delivery of the said deed, pay to the said Jaroslav Frolik any balance that shall then remain due for the said property, as provided in this decree, and upon receipt of such payment the said Jaroslav Frolik shall then immediately cancel the lien hereinafter reserved.

8. The Respondent and Cross Complainant, Anna Frolik, not being a party to the contract between the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, and the Respondent, Jaroslav Frolik, dated December 31, 1949, any conveyance from the Respondent, Jaroslav Frolik, to the Complainants and Cross Respondents, Carl T. Duke, Sr., and Wynelle C. Duke, will be subject to the contingent future assertion of the dower right of the said Anna Frolik in and to the said property, namely, the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama, which is one-half of the agreed purchase price of the said property of $5,000.00, or $2500.00,

which is the amount the said Anna Frolik presently appears to be entitled under and because of the provisions of Title 34, Section 41 of the 1940 Code of Alabama, which prescribes the quantum of the said dower estate. The Vendees, Carl T. Duke, Sr., and Wynelle C. Duke, are hereby allowed indemnity against loss from and because of the said outstanding dower interest in the amount of $2500.00, for which amount and interest thereon from the date of this decree at six percent (6%) to the death of the doweress expectant, Anna Frolik, or the death of the said Jaroslav Frolik, whichever shall first occur, for which amount, both principal and interest, the parties entitled to payment thereof shall have and they are hereby given a lien on the property involved in this suit, namely, the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South, Range 3 East in Baldwin County, Alabama, which amount is payable in the following manner:

A. If the doweress expectant, Anna Frolik, dies before her husband, Jaroslav Frolik, the said amount of $2500.00, with legal interest to the date of her death shall forthwith be paid to Jaroslav Frolik.

B. If the doweress expectant, Anna Frolik, shall survive her husband, Jaroslav Frolik, the said amount of $2500.00, with interest at six percent (6%) from the date of this decree to the date of his death, shall be paid on her death to the heirs at law or assigns of Jaroslav Frolik.

C. Upon ultimate payment of the said amount of $2500.00 and interest as provided in this decree, the lien reserved in this decree shall be cancelled by the party or parties receiving payment or making conveyance.

9. 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 within thirty (30) days from the date hereof 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 June, 1950.

TELFAIR J MASHBURN, JR.
Judge.

BOOK 154 PAGE 200

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~~ order rendered by the Judge of the Circuit C Court in the above stated cause, which said decree is on file and enrolled in my office.

Witness my hand and seal this the 2nd day of June, 19 50

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

STATE OF ALABAMA, BALDWIN COUNTY
Filed 6-6-50 8:00 A.M.
Recorded Decree book 154 page 195-200
W. R. Stuart
Judge of Probate

BOOK 134 PAGE 200

I, Alice G. Brock, 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 styled cause, which said decree is on file and enrolled in my office.

Given under my hand and seal this the 2nd day of June, 19 57.

Register of Circuit Court, Baldwin County, Alabama.

STATE OF ALABAMA, BALDWIN COUNTY

Filed 6-6-57 ..... 19 ..... M

Recorded ..... Book ..... Page .....

Judge of Probate

Decree
6-2-57
Carl F. Decker 75
vs
Lynella C. Decker
G.
Personal Trailer
Owner Mobile 27

134-1985-200

B 2.25
Mrs. Decker

CARL T. DUKE, SR., et als Complainants, VS. JAROSLAV FROLIK, et als, Respondents.	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 2435.

TESTIMONY TAKEN IN OPEN COURT ON MAY 23.1950

APPEARED: For Complainants, Hon. J. B. Blackburn

For Respondents, Hon. H. M. Hall

Mr. Carl T. Duke, having been first duly and legally sworn testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

MR. BLACKBURN: We offer in evidence and ask that it be identified as the Complainant and Cross Respondents' Exhibit "1", a certified copy of a deed from William A. Peterson and Anna E. Peterson, his wife, to Jaroslav Frolick, dated November 16, 1922 and recorded in Deed Book 33 at Page 107, Baldwin County Records.

MR. HALL: We object to the introduction of the deed. It is irrelevant and incompetent.

THE COURT: Overrule the objection.

MR. HALL: Except.

(Deed admitted in evidence and set out below)

Complainants & Cross Respondents Exhibit "1"

"This Indenture, Made the 16th day of November 1922, between William A. Peterson and Anna E. Peterson his wife of the first part and J. Frolick of the second part: Witnesseth, that the party of the first part in consideration of Ten Dollars and other good and valuable considerations hereby acknoledges to have been paid the party of the first part by the party of the second part, do grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the real property in Baldwin County, Ala. described as follows:
Northwest quarter of north-west quarter (NW¼ of NW¼) Section twenty five (25) Township Five south, Range Three (3) east of St. Stephen's Meridian in Alabama, containing forty (40) acres more or less.

Together with all the rights and appurtenances to said described premises in anywise belonging: To have and to hold the same forever:

And Wm. A. Peterson for self and his heirs the said described premises and appurtenances will forever Warrant and defend unto the said party of the second part, his heirs and assigns against the lawful claims of all persons whatsoever.

In witness whereof, The said party of the first part have hereunto set their hand and seal the day and year above written.

Signed, sealed and delivered in the presence of

M. Baker
R. Krumutede
($1/50 U.S.I. R .Stamp attached)

William A. Peterson (Seal)
Anna E. Peterson (Seal)

State of Illinois, Cook County)

I, E. A. Isaacson a Notary Public in and for said County and State do hereby certify that William A. Peterson and Anna E. Peterson 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 said conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 16 day of November 1922.

My commission expires Mar. 26, 1926. E. A. Isaacson (Notary Public)
(Seal)

State of Illinois, Cook County)

I, E. A. Isaacson a Notary Public in and for said County and State do hereby certify that on the day of November 1922, came before me the within named Anna E. Peterson known to me to be the wife of the within named William A. Peterson, who, being examined separate and apart from her husband in reference to her signature to the within conveyance acknowledged that she signed the same of her own free will and accord and without fear constraint or threats on the part ofthe husband.

In witness whereof, I have hereunto set my hand and official seal, this 16 day of November 1922.

(Seal)

E. A. Isaacson, Notary Public

Filed for record Dec. 29, 1922 at 10:30 A. M.
Recorded Jan. 6, 1923. Jas. M. Voltz, Judge of Probate

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I, W. R. STUART, Judge of the Probate Court in and for said State and County, hereby certify that the within and foregoing One pages contain a full, true and complete copy of the Deed as the same appears of record in my office in Deed Book No. 33 Page 107.

Given under my hand and seal of office, this 13 day of May,1950.

/s/ W. R. Stuart
Judge of Probate

(Seal)

- - - - - - - - - -

MR. BLACKBURN: If the Court please, we offer in evidence certified copy of Mortgage from Jaroslav Frolick and wife to The First Joint Stock Land Bank of Montgomery, Alabama, dated June 1, 1925 and recorded in Book 33 of Mortgages at pages 429-31, Baldwin County, Alabama Records.

MR. HALL: We wish to object on the ground that it is immaterial, incompetent, illegal and on the further ground it has absolutely no bearing or covers no issues involved in this suit.

THE COURT: Overrule the objection.

MR. HALL: I except.

MR. BLACKBURN: I ask that it be identified as Complainants and Cross Respondents' Exhibit "2".

(Instrument admitted and set out below)

Complainants and Cross Respondents' Exhibit "2"

"STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS:
BALDWIN COUNTY)

THAT, WHEREAS Jaroslav Frolik is indebted to THE FIRST JOINT STOCK LAND BANK OF MONTGOMERY, of Montgomery, Alabama, hereinafter called the Mortgagee", in the sum of One Thousand and no-100 ($1,000.00) DOLLARS, which indebtedness with the interest accruing thereon is repayable in Gold or Lawful Money of the United States in sixty-six fixed semi-annual installments, according to amortization tables adopted by the FEDERAL FARM LOAN BOARD and now in force, the terms of which are agreed to, of which the first and the next succeeding sixty-four installments are for the sum of Thirty-five and no-100 ($35.00) Dollars, and the last installment is for the sum of Twenty-nine and 24-100 ($29.24) Dollars, the first thereof being due on the first day of December 1925, and the remaining installments being due on the first day of June and December of each year thereafter, until all are paid. Said indebtedness so repayable is evidenced by a Note of even date herewith for said principal sum, which, with interest thereon at the rate of six per centum per annum is repayable in the amount and at the time as aforesaid at the office of THE FIRST JOINT STOCK LAND BANK OF MONTGOMERY in the City of Montgomery, Alabama.

NOW, in order to secure the prompt payment of the indebtedness hereby secured and the performance of the covenants and agreements herein named and all obligations herein assumed, We Jaroslav Frolik and Anna Frolik, his wife, hereinafter called the Mortgagor, whether one or more, for and in consideration of the premises and the sum of Five ($5.00) Dollars to me this day in hand paid by the said Mortgagee, receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL and CONVEY, unto said Mortgagee, its successors and assigns, the following described real estate lying and being situated in the County of Baldwin and State of Alabama, to-wit:

The Northwest quarter of the Northwest quarter of Section Twenty-five (25) Township Five (5) South, Range Three (3) East of St. Stephens Meridian, containing Forty (40) acres, more or less, excepting a railroad Right-of-Way One Hundred (100) feet wide over and across said land, conveyed to Bay Minette & Fort Morgan Railroad by deed recorded in Book 7 N. S., page 526.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging or appertaining, unto the said Mortgagee, its successors and assigns forever.

The MORTGAGOR covenants with the said Mortgagee, its successors and assigns, that they are lawfully seized in fee simple of the aforegranted premises; that the same are free from all encumbrances; that Mortgagor has good right and lawful authority to sell and convey the same; that they will warrant and forever defend the said premises to the said Mortgagee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say:

1. MORTGAGOR AGREES to expend the whole of the loan hereby secured for the purposes specified in the original application.

2. MORTGAGOR FURTHER AGREES to pay promptly when due each one of the said fixed semi-annual installments and all other debts and charges hereby secured.

3. MORTGAGOR FURTHER AGREES that they will during the term of this Mortgage, duly assess said real estate for taxation at the time prescribed by law and will pay before they become delinquent, all taxes, liens, judgments or assessments lawfully levied against said real estate, and will furnish by January first, in each year to said Mortgagee, or to the holder of the indebtedness hereby secured, the tax or other receipt showing such payment, and will keep the buildings and other insurable improvements now or hereafter erected on said premises insured against loss or damage by fire and windstorm in such sums as may be required by the Mortgagee, from time to time, but not exceeding the amount of the indebtedness hereby secured, such insurance to be in responsible insurance companies approved or designated by said Mortgagee, with loss if any payable to said Mortgagee, its successors or assigns, as their interest may appear, and to deliver said policies of insurance to the said Mortgagee, its successors or assigns, and that Mortgagor will promptly pay when due all premiums for any such insurance. Should said Mortgagor fail to procure and maintain such insurance and deliver the policies to the Mortgagee, its successors or assigns, then said Mortgagee, its successors or assigns, are hereby authorized and empowered to procure such insurance, to the end that such insurance shall be and continue in force during the term of this Mortgage for the amount required by said Mortgagee, its successors or assigns. Should any loss by fire or windstorm occur to such insured improvements, the said Mortgagee, its successors or assigns, are hereby appointed attorney in fact for Mortgagor to make proof of loss if Mortgagor fails to promptly do so and to receipt for any sum so due from any insurance company, which said sums so receipted for may at the opinion of the Mortgagee, its successors or assigns be applied as payments on the indebtedness hereby secured or may be used under the direction of said Mortgagee, its successors or assigns, for constructing, repairing or rebuilding improvements on the lands hereby conveyed.

4. MORTGAGOR FURTHER AGREES to take good care of said premises and will not commit or permit waste to be committed on same, but will cause the same to be worked and cultivated in a proper and farmer-like manner at all times, and that they will not cut nor remove any timber or improvements from said land, except such as may be needed for ordinary farm purposes, and, FURTHER, will keep the houses, fences, ditches, terraces and other improvements on said land in good condition and repair at all times.

5. MORTGAGOR FURTHER AGREES that if they do not hold said premises and every part thereof by title in fee simple, or have not good right and lawful authority to convey and encumber the same, or if said premises are not free and clear of all liens and encumbrances whatsoever, or if any suit or suits have been or may be brought whereby the title of the Mortgagor to the whole or any portion of the aforesaid premises in question, then and in either event the Mortgagee, its successors or assigns, shall have the right to declare the whole indebtedness secured hereby due and collectible.

6. MORTGAGOR FURTHER AGREES that if said premises be or become encumbered by any lien or charge of any kind which is prior hereto, or if it be necessary to procure outstanding title in order to vest complete fee simple title in the Mortgagor, the Mortgagee, its successors or assigns, may at option pay off said lien or charge or acquire such outstanding title and the amounts so expended shall be due forthwith.

7. MORTGAGOR FURTHER AGREES that all costs, expenses and attorneys' fees incurred by the Mortgagee, its successors or assigns, be reason of having been made party to any suit or suits on account of being owner or holder of this Mortgage or the indebtedness secured hereby, or in any suit in any court in which it may be necessary to interplead to protect the lien hereof or its priority, shall be an additional indebtedness secured hereby.

8. MORTGAGOR FURTHER AGREES that the Mortgagee, its successors

or assigns, shall be subrogated to all the right, title, lien or equity of all persons to whom it may have paid moneys in settlement of liens. charges, or in acquisition of title of or for its benefit hereunder, or for the benefit and account of the Mortgagor at the time of making the loan evidenced by this Mortgage, or subsequently under any of the provisions herein.

9. MORTGAGOR FURTHER AGREES that any royalties or moneys coming to them, directly or indirectly, from any and all coal, oil, gas or either mineral rights, leases, granted, sold or contracted, shall belong to and be paid to the Mortgagee, its successors or assigns, at their option, and shall be applied to the reduction of the principal of the loan hereby secured.

10. MORTGAGOR FURTHER AGREES that any and all moneys due and payable to them in settlement of any and all damages accruing by reason of any and all leases now or which may be placed on the above real estate during the term of their Mortgage, shall belong to and be paid to the Mortgagee, its successors or assigns, at their option, and shall be applied to the reduction of the principal of the loan hereby secured at the next installment payment date.

11. MORTGAGOR FURTHER AGREES that should they fail to pay as herein stipulated all taxes, assessments, liens, judgments, insurance premiums, costs and attorneys' fees, then the Mortgagee, its successors and assigns, may pay any such taxes, assessments, liens, judgments, insurance premiums, costs and attorneys' fees, and without further notice, at its option, declare the whole debtsecured by this Mortgage to be due and payable and proceed to foreclose at once. All taxes assessments, liens, judgments, insurance premiums, costs and attorneys' fees and all necessary expenses incurred by Mortgagee, its successors or assigns, in connection therewith, shall constitute a part of the debt secured by this Mortgage and become immediately due and payable to the Mortgagee, its successors or assigns. In the event maturity of the unpaid portion of the debt secured hereby is declared, but no sale is made, such declaration shall be held for naught and the debts hereby secured shall be deemed to mature as provided on their face.

12. MORTGAGOR FURTHER AGREES that any failure of the Mortgagee, its successors or assigns, to take advantage of any provision in this Mortgage or the note hereinbefore mentioned, by suit or otherwise, shall not be construed as a waiver of such rights, at any subsequent time.

13. MORTGAGOR FURTHER AGREES that in case the Mortgagor or subsequent owner of said lands, or any portion thereof, should become insolvent, or apply to a bankruptcy Court to be adjudicated a voluntary bankrupt, or proceedings to be instituted against Mortgagor or subsequent owner to put any such Mortgagor or subsequent owner in bankruptcy, or should any proceedings be taken against Mortgagor or subsequent owner looking to the appointment of a receiver, assignee or trustee, that then in any such case the whole indebtedness hereby secured may, at the option of the said Mortgagee, its successors or assigns, be declared due and payable.

14. MORTGAGOR FURTHER AGREES that any installment payment or any other indebtedness hereby secured unpaid when due, shall thereafter bear interest at the rate of Eight percent per annum.

15. NOW, if said Mortgagor shall pay when due every installment or the indebtedness hereby secured and shall faithfully and promptly keep and perform each and every covenant and agreement herein made and the obligations hereby assumed, then this instrument shall become null and void, but otherwise in full force and effect. If the Mortgagor fails topay any such installment or other indebtedness when due, or fails faithfully and promptly to keep and perform any of such covenants, obligations and agreements, then the Mortgagee, its successors or assigns, may, at its option, declare the indebtedness hereby secured, together with the interest thereon, to be immediately due and payable, in which event, the said Mortgagee, its successors or assigns, agents and attorneys, are hereby authorized and empowered to sell the said property

hereby conveyed, at auction, for cash, at the Court Square Fountain in the City of Montgomery, Alabama, or at the or a Court House of the said county in which said land is situated, first having given notice thereof for three weeks by publication once a week in any newspaper then published in said county, or in Montgomery county, Alabama, and execute proper conveyance to the purchaser; and out of the proceeds of said sale they first pay all expenses incident thereto, together with attorneys' fees, then retain enough to pay said indebtedness and interest thereon, together with any other debt incurred or secured under the provisions of this instrument, and the balance, if any, pay over to Mortgagor, their heirs or assigns, Said sale may be postponed or adjourned from time to time and may be dismissed and not made without prejudice to the rights of the Mortgagee, its successors or assigns.

16. IN THE EVENT of such sale, the said Mortgagee, its successors and assigns, agents and attorneys, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in the Mortgagor's name.

17. AND THE MORTGAGOR FURTHER AGREES that in case the Mortgagee herein, its successors or assigns, or attorneys, see fit to foreclose this Mortgage in a court having jurisdiction thereof, then Mortgagor, their heirs, executors, administrators or assigns, will pay a reasonable attorneys' fee therefor, which fee shall be and constitute a part of the debt hereby secured.

18. MORTGAGOR FURTHER waives all homestead and other exemptions which such Mortgagor has or to which they may be entitled under the Constitution and Laws of Alabama or of any other State as against the collection of all indebtedness secured hereby.

19. At any payment date after five years from date of the execution hereof, the said Mortgagor, their heirs or assigns, may pay off the indebtedness hereby secured, either in whole or in part, but if in part only then it must be in the sum of Twenty-five Dollars or multiples thereof. Such partial payments or other payments thereon that may be made hereunder shall not reduce the amounts of the installments thereafter due, as fixed herein, but will be held to satisfy the loan at any earlier date by reducing the percentage of subsequent payments applicable to interest and increasing the percentage applicable to principal.

All the rights and protective conditions herein conferred upon said Mortgagee shall enure to the benefit of its successors and assigns and to the owner or holder of the indebtedness hereby secured.

IN TESTIMONY WHEREOF, the said Mortgagors have set their hands and affixed their seals, this the first day of June A. D., 1925.

Signed, sealed and delivered	Jaroslav Frolik	(SEAL)
in the presence of	Anna Frolik	(SEAL)
Henry D. Moorer		
Gladys Bush		

STATE OF ALABAMA, BALDWIN COUNTY.

I, Gladys Bush, a Notary Public in and for said County and State, hereby certify that Jaroslav Frolik and Anna Folik, his wife, whose names are signed to the foregoing Mortgage, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, they executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND this 26th day of June A. D., 1925.

Gladys Bush
Notary Public

(SEAL)
My Commission Expires Dec. 14th., 1927.

STATE OF ALABAMA, BALDWIN COUNTY.

I, Gladys Bush, a Notary Public in and for said County and State, do hereby certify that on the ____ day of June, 1925, came

befofe me the within named Anna Folik known to me to be the wife of the within named Jaroslav Frolik who being examined separate and aprt from the husband touching her signature to the within Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of the husband.

q IN WITNESS WHEREOF, I hereunto set my hand, this 25th., day of June A. D. 1925.

Gladys Bush
Notary Public

(SEAL)
My Commission expires Dec. 14th., 1927.
Filed for record June 25th., 1925, at 10 A. M.
Recorded June 26th., 1925.

W. D. Stapleton, Judge of Probate.

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STATE OF ALABAMA
BALDWIN COUNTY PROBATE COURT

I, W. R. STUART, Judge of the Probate Court in ad for said State and County, hereby certify that the within and foregoing Three pages contain a full, true and complete copy of the Mortgage as the same appears of record in my office in Mtge Book No. 33 Page 429-31.

Given under my hand and seal of office, this 13 day of May, 1950.

/s/ W. R. Stuart
Judge of Probate

(Seal)

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MR. BLACKBURN: If the Court please, we offer in evidence and ask that it be identified as Complainants and Cross Respondents' Exhibit "3" an Assignment of Mortgage from the First Joint Stock Land Bank of Montgomery, Alabama, to the Farmers and Merchants Bank of Foley, Alabama, dated August 22, 1941 and recorded in Book 90 of Mortgages at page 218, Baldwin County, Alabama Records, which transfers and assigns the mortgage from Jaroslav and Anna Frolick to The First Joint Stock Land Bank, which mortgage is recorded in Book 33 of Mortgages at pages 429-31.

MR. HALL: We wish to object to the introduction. It is irrelevant, immaterial, incompetent and has absolutely no bearing on the issues involved in this case.

THE COURT: Overrule the objection.

MR. HALL: I except.

(Instrument admitted to record and is set out below)

Complainants and Cross Respondents' Exhibit "3"

"STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

Loan No. 447

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, heretofore on to-wit: June 1st, 1925 Jaroslav Frolik secured a loan of One Thousand and no/100 ($1,000.00) Dollars from The First Joint Stock Land Bank of Montgomery and executed a note for said amount which was secured by a mortgage on certain land in Baldwin County, Alabama, which said mortgage is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Book No. 33 of Mortgages, on pages 429-31, and

NOW, THEREFORE, for andin consideration of One ($1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged by The First Joint Stock Land Bank of Montgomery, the said The First Joint Stock Land Bank of Montgomery does hereby transfer, set over and assign unto Farmers and Merchants Bank, Foley, Alabama, without recourse or warranty, the mortgage above described, together with the debt secured thereby and its right to enforce the collection of said debt; and does hereby release, remise, quit-claim and convey unto the said Farmers and Merchants Bank, Foley, Alabama, all its right, title and interest in and to the real estate described in said mortgage, a more particular descripiion of which is contained in said mortgage and is incorporated herein by reference.

IN WITNESS WHEREOF, The First Joint Stock Land Bank of Montgomery has caused this instrument to be executed in its name by its properly constituted officers and its corporate seal to be hereto affixed, this the 22nd day of August, 1941.

THE FIRST JOINT STOCK LAND BANK OF MONTGOMERY
By R. H. Hippe, Vice President and Manager

Seal.
Attest:
Frank MacPherson, Vice President

STATE OF ALABAMA)
MONTGOMERY COUNTY)
I, L. P. Kaminsky, a Notary Public, in and for said County in said State, do hereby ceetify that R. H. Hippe, whose name as Vice President and Manager of The First Joint Stock Land Bank of Montgomery, a corporation, 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 insteument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 22nd day of August,1941.

L. P. Kaminsky, Notary Public (Seal)

Seal
My Commission expires 2/7/42
STATE OF ALABAMA)
BALDWIN COUNTY)
Filed inoffice this 27th day of August, 1941 at 8 A. M., and duly recorded in Mge Book 90 at page 218.

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 One pages contain a full, true and complete copy of the Assignment as the same appears of record in my office in Mtge. Book No. 90 at page 218.
Given under my hand and seal of office, this 13 day of May, 1950.

/s/ W. R. Stuart
Judge of Probate

(Seal)

- - - - - - - - - - - - - -

MR. BLACKBURN: Are you Mr. C. T. Duke, Sr?

A. Yes sir.

Q. Mr. Duke, are you one of the Complainants and Cross-Respondents in this suit?

A. Yes sir.

Q. Who is the other Complainant in addition to you?

A. My daughter, Wynelle C. Duke.

Q. Mr. Duke, at the time this suit was filed, I will ask you whether or not you were over twenty-one years of age?

A. Yes sir, I was.

Q. Was your daughter at the time this suit was filed over twenty-one?

A. She was.

Q. Where did you and your daughter reside, what was your domicile at the time suit was filed?

A. One,two miles north of Robertsdale.

Q. In Baldwin County?

A. Yes.

Q. Did you know Mr. and Mrs. Frolick at the time suit was filed?

A. Yes sir.

Q. Were they over twenty-one years of age?

A. Yes sir.

Q. Know where they lived?

A. California.

Q. I will ask you if you saw Mr. Jaroslav Frolick, the gentleman sitting over here at any time during the last part of the year 1949?

A. Yes sir, I did.

Q. Where was that, Mr. Duke?

A. He come to my place on Thursday morning when first come on Wednesday I wasn't there and he left word with my wife he wanted - - -

Q. Confine your testimony not to what he told Mrs. Duke, but what he told you.

A. I am very sorry.

Q. Did he stop in front of the house?

A. Mr. Joe Tuma come to the house.

Q. Do you recall what he did on, Mr. Duke, on the 29th?

A. Of what month and what year?

Q. December, 1949? Did Mr. Jaroslav Frolik say anything to you about selling this property?

A. Yes sir, he did.

Q. What did he say?

A. He said he come out here to sell it and asked if I wanted to buy it and I told him I did and asked him for the price and he said five thousand and I said I'll take it.

Q. What else was said in that conversation?

A. I told him I would take it provided he would give me a few days to get up the balance of the money that I haven't got that much on hand and he said how long, thirty days, and I said sixty days I might get sick or something.

Q. Was that all he said there at that time?

A. No, he said he got a load off his shoulders. He said he come back to sell it. It hadn't made andy money, not a dime off it since he left here twenty-five years ago.

Q. Did you do anything further toward - ?

MR. HALL: We object to the testimony. Anna Frolik was owner, I don't see how he can explain -

THE COURT: I don't think he is entitled to.

MR. BLACKBURN: This suit is not filed to compel specific performance against Mrs. Frolik. The only reason Mrs. Frolik was made a party to this suit was because she put a deed on record and asserted a claim to it subsequent to the time Mr. Frolik agreed to sell and I am showing that what happened is part of the res gestae, the actual offer to sell and acceptance.

THE COURT: Probably be taken care of in the testimony.

MR. HALL: I don't want to be placed in the position of not having objected. All he says is true. At the same time Mr. Frolik had no written authority which is necessary to handle a real estate transaction, anything he may have told Mr. Duke would not be binding on Mrs. Frolik unless he had proper authority.

THE COURT: Isn't that a question to be set up in the testimony? Go ahead and object.

MR. HALL: It's a question to object to insofar as Mrs. Frolik is concerned it's irrelevant, immaterial and incompetent. There is no authority shown vested in Mr. Frolik to represent Mrs. Frolik in this transaction, and furthermore insofar as Mrs. Frolik is concerned there is nothing binding whatever as against her interest.

THE COURT: Overrule the objection.

MR. HALL: I except.

Q. Mr. Duke, did you do anything further in connection with the purchase and sale of the property?

MR. HALL: Now I wish to object to any testimony on the part of Mr. Duke involving Mrs. Anna Frolik, for the reason it is immaterial, irrelevant and incompetentand there is no authority shown in Mr. Frolik to represent Mrs. Frolik in this transaction.

THE COURT: From the pleadings I couldn't tell what was going to show. Overrule the objection.

MR. HALL: I except.

Q. Did you do anything further in regard to the purchase and sale of the property on the 29th except the things you mentioned, Mr. Duke?

A. Well, we told him to come back up to Mr. Joe Tuma at nine o'clock to go to Foley to make the deed, had the papers at the Foley Bank.

Q. What day was that?

A. The thirty-first.

Q. Of what month?

A. December, 1949.

Q. Did you go to Foley, you and Mr. Jaroslav Frolick, go to Foley on the 31st of December?

A. We did.

Q. What did you do when you got to Foley?

A. He went in and called Mr._____ president of the bank, and told him he had sold the place to me and wanted to make the deed, said "Well, we will call Mr. Christian in", told me to go to see Mr. Christian that Mr. Christian would make the papers.

Q. Did Mr. Christian prepare anything except the deed?

A. Yes sir, prepared a contract.

Q. That contract was between who?

A. Mr and Mr. Frolick.

Q. Mr. Duke, I hand you a written agreement dated December 31, 1949 which purports to be signed by Mr. Jaroslav Frolick and C. T. Duke, Jr., please examine that instrument (hands witness paper). What is that written instrument, Mr. Duke?

A. I paid a hundred dollars down.

Q. What is that instrument?

A. Contract we signed.

Q. Did Mr. Jaroslav Frolick sign that in your presence that day?

A. He did.

Q. Did you sign it in his presence?

A. I did.

Q. After it was signed, that is your copy?

A. Yes sir.

MR. BLACKBURN: If the Court please, we offer this written instrument in evidence and ask that it be identified as Complainants and Cross-Respondents' Exhibit "4".

MR. HALL: We object to the introduction of that instrument insofar as Mrs. Anna Frolick is concerned. It is irrelevant, illegal and incompetent. It is not shown in there that Mr. Jaroslav Frolick had any right to bind Mrs. Frolick, or to enter into a contract as her agent or with her approval or anything.

THE COURT: Overrule the objection.

MR. HALL: I except.

(Instrument admitted in evidence and is set out below)

Complainants and Cross-Respondents' Exhibit "4"

"FOREST A CHRISTIAN
Attorney at Law
Foley, Alabama

December 31, 1949

Farmers & Merchants Bank
Foley, Alabama

Gentlemen:

Jaroslav Frolik, Seller, has agreed to bargain and sell a certain 40 acre tract of land described as NW¼ of the NW¼, Sec. 25, T 5 S, R 3 E, in Baldwin County, Alabama, to Carl T. Duke, Sr. and Wynell C.

Duke, for and in consideration of the sum of $5,000.00.

There is delivered to the bank, a certain check dated December 31, 1949, drawn on the Merchants National Bank of Mobile, Alabama, payable to the order of C. T. Duke, drawn by Henry W. Sweet, and which check is endorced by C. T. Duke. The bank is to send this check through for collection and is to hold the $100.00 proceeds from this check in escrow until the said Seller delivers a warranty deed executed by him and his wife, who is now in the State of California. Upon the receipt of a warranty deed and abstract of title, brought to date, showing a good merchantable title, the said Bank is authorized by the Seller to deliver the warranty deed and abstract of title to the purchasers, upon the receipt of $5,000.00 cash, of which the check referred to above shall be deemed as partial payment.

The said Bank is also authorized to pay off the mortgage on the property and forward the balance to the Seller.

This transaction shall be closed within 60 days from date.

/s/ Jaroslav Frolik
Seller

/s/ C. T. Duke, Sr
Purchaser

Accepted by the Farmers & Merchants Bank, this the 31st day of December, 1949.

/s/ Gus Schultz "

- - - - - - - - - - -

Q. Mr. Duke, at the time of the execution of this agreement, I will ask you whether or not you delivered to the Farmers and Merchants Bank, a check for one hundred dollars which is the check referred to in this instrument?

A. I did.

Q. Is that money represented by that check still on deposit?

A. Yes, it is.

Q. Have you made demand on Mr. Frolik to carry out his agreement?

A. I did.

Q. Mr. Duke, at the time you and Mr. Frolik concluded this transaction relative to the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South Range 3 East, in Baldwin County, Alabama, did Mr. Frolik do anything relative to the possession of that property?

A. He give me possession.

Q. Were there any keys?

A. Yes sir, he give me the keys and told me it was mine to do what I pleased with it.

Q. When did he give them to you, that day?

A. Saturday morning the thirty-first of December, 1949.

Q. After possession of that property, Mr. Duke, was delivered to the purchasers under this agreement, what did you do with the property?

A. Well, went up there and tore a little chicken house down, asked to let it stay there and tear it down later and tear it down Monday morning and I did.

Q. What else did you do?

A. Plowed eight acres, getting it ready for potatoes.

Q. When did you plow that?

A. Either the eleventh or twelfth of January, 1950.

Q. What part of the forty acres was that plowing done on?

A. Southwest side of the front.

Q. Which side is that?

A. West side.

Q. A little north on the south line of the property?

A. About the middle of it.

Q. What else did you do?

A. Plowed up the yard, cleaned up the fences and tore fences down and cleaned up the yard.

Q. Property grown up around the fence lines?

A. Yes sir, honey suckles all over it.

Q. Pulled it up and got the roots out.

Q. When did you first see Mrs. Anna Frolik after you entered into this agreement?

A. On the 19th day of January about six-thirty.

Q. Where was that, Mr. Duke?

A. At my house.

Q. Who was present?

A. My son and my wife.

Q. Your son and your wife?

A. Yes.

Q. What ones?

A. Carl Section, Duke. Junior, I mean.

Q. Did Mrs. Frolik have a conversation with you at that time?

A. Yes sir. She was waiting 'till I come in from work.

Q. What did she do and say?

A. I went in and my son introduced her. She was in the living room. She reached in her hand bag and was getting out fifteen ten dollar bills and said she was not going to sign the deed.

Q. What else was said and done?

A. I said, "You wont sign one at all?" And she said, "Yes, for eight thousand dollars", and I said, "No, five thousand is a fair price on it. That's all it's worth to me."

Q. How long did Mrs. Frolik stay there that afternoon?

A. Until about nine-thirty that night.

Q. During the conversation you had with her there, did she at any time say she owned or claimed the property?

A. No sir.

Q. After she left, when did you next see her, Mr. Duke?

A. Next day she came back.

Q. What time did she get there that day?

A. Must have been one or one-thirty.

Q. What did she do or say relative to your transaction at that time?

A. Made a proposition, said, "Tell you what I'll so. Let Jaroslav sell his half and I'll keep my half."

Q. Did you see her any more?

A. No sir.

Q. Now, at the time you all were in Foley, you and Mr. Frolik, on December 31st, did he sign any other papers in your presence there except the contract that we have introduced?

A. Signed a Warranty Deed to the land.

Q. After that deed was signed, what did he do with the deed?

A. Said he was going to take it back and let his wife sign it, that he thought it would be back in ten or twelve days.

Q. Have you seen that deed since that time?

A. No sir.

Q. Who else was present when that deed was signed?

A. Mr. Christian and the bankers there.

Q. Which ones?

A. Mr. Schultz and Mr. Sanders.

Q. I believe you stated at the time Mr. Frolik entered into this agreement they were living in California?

A. Yes sir.

Q. Not living on this property?

A. No sir.

Q. Mr. Duke, when did you first learn that Mrs. Frolik was claiming this property?

A. The day she came to the house on the 19th of January.

Q. Did she at that time tell you she had the deed?

A. No, she didn't say nothing about a deed. When abstract made, found it on record.

Q. About what time was that?

A. After the seventh of February.

Q. At that time, assuming it was the seventh of February, you had been in possession of the property how long?

A. Since the thirty-first of December.

Q. You and your daughter?

A. Yes sir.

Q. I will ask you if you are ready to comply in all respects with your contract Mr. Frolik made with you and your daughter, and if you are ready to pay the balance on the purchase price?

A. Yes sir.

Q. Provided he and his wife execute a conveyance to you?

A. Yes sir.

Q. You are ready to carry out your terms of the agreement?

A. Yes sir.

Take the witness

ON CROSS EXAMINATION

By Mr. Hall

Q. And here in this contract that you refer to dated December 31, 1941, was any amount paid over to Mr. Jaroslav Frolik on that?

A. Put it in the bank in his possession.

Q. Did he get any money at all?

A. I couldn't tell you about that.

Q. So far as you know, he didn't?

A. The check was put in the bank to his deposit.

Q. Wasn't that check on somebody else?

A. Yes sir.

Q. You know whether the check was ever cashed?

A. Yes.

Q. Who on?

A. Henry M. Sweet.

Q. How do you know the check was cashed?

A. They told me at the bank the check was good, that he had the money there.

Q. At that time when you bought you knew it was necessary for Mrs. Frolik to execute the deed?

A. He told us her name wasn't on the deed.

Q. You testified the deed was prepared for you?

A. Yes sir.

Q. You knew it was necessary for Mrs. Frolik to sign the deed before the conveyance could be made didn't you?

A. Well, he said the place belonged to him.

Q. I didn't ask you that. Did you, as a matter of fact, know whether or not it was necessary for Mrs. Frolik to join with Mr. Frolik in a conveyance of that property?

A. The banker told me she had to sign it and he said she will as soon as I get back with it.

Q. Did she ever sign the deed?

A. I don't know.

Q. Mrs. Frolik ever sign any papers so far as you know?

A. Not that I know of.

Q. Have you seen any papers Mrs. Anna Frolik signed in connection with this land?

A. No sir.

Q. When she was up there did she tell you who constituted her family, whether she had any children?

A. Just her husband.

Q. She and her husband, only two of them?

A. Yes sir.

Q. At that time, on her first trip, she told you she was not going to sign the deed, that the property belonged to her?

A. No, she didn't say it belonged to her.

Q. Didn't mention that she owned it?

A. No sir.

Q. But she said she was not going to sign the deed?

A. Unless I would give her eight thousand dollars.

Q. Eight thousand dollars? Did she ever sign any papers? Just answer the question, if you know.

A. So far as I know -

Q. You can answer. Only thing she mentioned about Mr. Frolik owning an interest in the property was that she and Mr. Frolik owned it and she had half and he had half?

A. She said let Jaroslav sell his half and she would keep her half.

Q. Immediately following then she told you she had no children, just she and her husband, just husband and wife?

A. Didn't say nothing about husband and wife.

Q. You have been on the place since January, what day was it ?

A. December thirty-first.

Q. Did you move up there?

A. No sir, I didn't.

Q. When did you move on it?

A. No sir, had balance of stuff ordered, it wasn't fit to move in like it was.

Q. Have you assessed the property since December 31, 1949?

A. I have.

Q. What is the reasonable monthly rental for the property?

A. I don't rent a house like it is.

Q. What is a reasonable rental value?

A. I don't know.

Q. Down at the bank, Mr. Duke, didn't Mr. Frolik tell you he didn't want to sell, didn't want any part of the purchase price until after his wife signed the deed and delivered it to you?

A. No sir.

Q. Didn't mention that?

A. No sir.

Q. You didn't have a conversation in substance like that?

A. No sir.

ON RE DIRECT EXAMINATION

By Mr. Blackburn

Q. Have you made any investigation to determine what an abstract would cost to this piece of property?

MR. HALL: I object.

THE COURT: Sustain the objection.

MR. BLACKBURN: The purpose of the question is that the contract with Mr. Frolick agrees to deliver an abstract.

THE COURT: Then I overrule the objection.

MR. HALL: I except.

Q. Did you say you had made an investigation?

A. I asked you what it would cost.

Q. What is the cost?

A. Approximately twenty-five to thirty dollars.

Q. Mr. Duke, Mr. Hall asked you about the rental value of this property, did Mr. Jaroslav Frolik make any statement to you about what he had been renting the property for?

A. No, not directly. Said he hadn't made a dime out of it since he left here. Mrs. Frolik said it had been renting for seventy-five dollars a year.

That's all.

Mrs. Duke, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. What is your name?

A. Emmie.

Q. Emmie what? The rest of your name?

A. Emmie Duke.

Q. You are Mrs. Emmie Duke?

A. Yes sir.

Q. What is your relation to Carl T. Duke?

A. He is my husband.

Q. What relation are you to Miss Wynelle Duke?

A. She is my daughter.

Q. Mrs. Duke, did you become acquainted with Mrs. Anna Frolik here sometime back?

A. Yes.

Q. About when was that, please ma'am?

A. On the 19th of January.

Q. Of what year.

A. This year, 1950. She came to-

Q. Where were you? Did you say Mrs. Frolik came to see you to came to your place or to the place where you were?

A. I was up at the place we bought from the Froliks setting out some flowers and she came while I was there. I was on the lawn.

Q. What date was that?

A. On the nineteenth, on Thursday, the nineteenth of January.

Q. At that time had your husband and your daughter had any plowing been done on the property?

A. Oh, yes, turned the potato ground.

Q. About how much had been plowed?

A. Eight or nine acres.

Q. Mrs. Duke, what else had the purchasers done in connection with their possession of this property?

A. Had cleaned up that place, we had all been cleaning. We had planned to move as soon as we could get the house in condition.

Q. When you say cleaning, explain what you mean.

A. Took down the fences, cleaned up the fence rows, rolled the wire up, tore down a chicken house.

Q. Prior to Mrs. Frolik's visit, you did this?

A. The chicken house hadn't. The rest had been cleanred. Tore it down the next week.

Q. What did Mrs. Frolik say relative to this property when she came there?

A. She demanded the key.

Q. She want to do anything else?

A. She wanted to know, - the flowers were blooming that I put out early, pansies already in bloom and she wanted to know who put them out and I said I did, that we had bought the place and -

Q. In that conversation, Mrs. Duke, or in any other conversation you had with Mrs. Frolik, did she ever tell you she owned that property?

A. She called it hers.

Q. Did she tell you she had a deed to it?

A. No, she didn't.

Q. She wait around there until your husband came in?

A. She did.

Q. Did you hear the conversation at the place between them?

A. I heard everything.

Q. In the conversation she had with Mr. Duke, did she claim to own that property?

A. No, I don't think she did. I didn't hear her make that statement to him.

Q. What did she say to him?

A. She wanted the contract and offered him a hundred and fifty dollars.

Q. I will ask you whether or not she had at that time she said she wouldn't sign the deed?

A. Said she wouldn't sign the deed.

Q. Did she say at what price she would sign the deed?

A. Yes, she said eight thousand dollars she would sign the deed.

Q. Did she come back to this property your husband and daughter had agreed to buy after the nineteenth?

A. Did she come back to that property or our place?

Q. Her place?

A. She came to our place the next day.

Q. Where do you live with reference to this property Mr. Frolik sold your husband and your daughter?

A. In front of the property across the road.

Q. In which direction?

A. Must be west.

Q. What did she say at that time, Mrs. Duke?

A. She wanted the key.

Q. Did your husband give it to her?

A. No, he didn't.

Q. Had you ever seen Mrs. Frolik, Mrs. Anna Frolik, prior to January 19, 1950?

A. No, I never had.

ON RE CROSS EXAMINATION

By Mr. Hall

Q. Mrs. Duke, when she first came to you on the 19th she told you that was her property, didn't she?

A. I don't remember her saying it was her property.

Q. Did she call it hers?

A. Yes, she said she wanted the key to her property.

Q. She said it was her property?

A. Yes, she made that statement.

Q. Made the statement that it was hers?

A. Yes.

Mr. Carl T. Duke, Jr., having been duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Mr. Carl T. Duke, Jr?

A. Yes.

Q. Mr. Carl T. Duke, Senior is your father and Miss Wynelle is your sister?

A. Yes.

Q. Do you know the property your father and your sister agreed to purchase from Mr. Jaroslav Frolik?

A. Yes sir.

Q. I will ask you if you were down there at that place at any time in January, of this year when Mrs. Anna Frolik came there?

A. Mrs. Anna Frolik was there at the house when I came in about four o'clock in the afternoon.

Q. Do you recall what day that was?

A. No sir, I really don't.

Q. Was your father there when you came in?

A. No sir.

Q. He came in later?

A. Yes sir, came in around six.

Q. Did you hear a conversation between your father and Mrs. Frolik at that time?

A. Yes sir.

Q. Tell the Court in substance what that conversation was?

A. Mrs. Frolik waited until Daddy came home and when he came in she asked him in a round about way to let her have the contract back and offered him one hundred and fifty dollars for the contract back and he told her no, he didn't want to get rid of the place, that he thought he had bought it through a fair and square deal and she said the only way she would sign the deed would be for eight thousand dollars.

Q. Do you know when your father and your sister took possession of this forty acres of land Mr. Frolik agreed to sell?

A. Either on the thirtieth or thirty-first of December, the last day or next to the last day. It was still in December.

Q. After they took possession of it, Mr. Duke, what and how did they make and when did they commence using it?

A. After Mr. Frolik gave Daddy the key we ~~xxxxx~~ trimmed the trees up, taken off some of the limbs.

Q. What else.

A. He taken the fences up, tore up with a disk and taken the fences down all around.

Q. What else?

A. Well, he had broke the land for potatoes.

Q. How much land did he break for potatoes?

A. About, between six and eight acres. I don't remember exactly the amount.

Q. I will ask you whether or not these things were done before Mrs. Frolik came there in the middle of January?

A. Yes.

Q. Had your mother done anything on the property?

A. She had planted a lot of flowers there.

Q. Did you see Mrs. Frolik after this first time she came there?

A. Not to speak to her, no sir.

ON CROSS EXAMINATION

By Mr. Hall

Q. Mr. Duke, on that first visit there at the place where you were, did you hear Mrs. Frolik make the statement that that property was hers?

A. No sir.

Q. Did she say anything about who owned the property?

A. Said she wouldn't sign the deed, didn't say who owned it.

Q. Any discussion between Mr. Duke and Mrs. Frolik with reference to the signing of the contract by Mrs. Frolik?

A. No sir.

Q. Was anything said about the agreement between Mr. Frolik and Mr. Duke with her?

A. No sir.

Q. Wasn't mentioned?

A. No sir.

That's all.

Mr. Joseph Tuma, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Mr. Joseph Tuma?

A. Yes sir.

Q. Mr. Tuma, do you know Mr. Jaroslav Frolik?

A. Yes sir.

Q. Do you know Mr. Duke?

A. I know him, yes sir.

Q. I will ask you whether or not you carried Mr. Frolik to see Mr. Duke sometime during the last paet of last year?

A. When he come on the farm was the first time I ever seen him.

Q. Were you with Mr. Frolik and Mr. Duke on this forty acres of land involved in this suit? Can you hear me?

A. Yes.

Q. Did Mr. Frolik offer to sell this piece of property to Mr. Duke while you were with them?

A. Yes sir.

Q. Did Mr. Duke agree to buy the property?

A. Yes sir.

Q. I will ask if you saw Mr. Frolik give Mr. Duke the key to the house?

A. Yes sir.

Q. Did Mr. Duke later clean up that property?

A. I don't know.

ON CROSS EXAMINATION

By Mr. Hall

Q. Didn't Mr. Frolik tell you, Mr. Tuma, that the property belonged to Mrs. Anna Frolik?

A. No, I didn't know anything about that.

Q. Know whether or not Mr. Swellett had that property a long time?

A. Yes, I know it belonged to him twenty-five years.

Q. You know who Mr. Swellett was?

A. Yes sir.

Q. Who?

A.___

Q. Know both of the Froliks?

A. Mr. and Mrs. Anna Frolik. yes sir.

Q. Mr. Swllett have that property for a number of years prior to his death?

A. I don't know.

Q. Where do you live?

A. Robertsdale before was at Loxley on the farm.

Q. Do you know who the property belongs to?

A. No sir.

Q. Did you hear a conversation between Mr. Frolik and Mr. Duke?

A. Some of it.

Q. Part of it?

A. Yes.

Q. Where did it take place?

A. Right on the farm. Mr. Frolik come to my place and we come up there.

Q. Did Mr. Frolik say it would be necessary to get Mrs. Anna Frolik to sign the deed?

A. No sir.

Mr. Forest A. Christian, being first duly and legally sworn, testified as follows:

ON DIREC T EXAMINATION

By Mr. Blackburn

Mr. Christian stated prior to the beginning of the trial that he was witndrawing his appearance as he was going to testify and I would like the record to show this fact.

Q. Are you Mr. Forest Christian?

A. Yes sir.

Q. What profession are you engaged in?

A. Attorney at Foley, Alabama.

Q. On or about December 31st of last year, did the gentleman over here, Mr. Jaroslav Frolik, and Mr. C. T. Duke, Sr., come to see you?

A. Yes sir.

Q. Mr. Christian, I hand you written agreement which purports to be signed by Mr. Frolik and C. T. Duke, Sr., dated December 31, 1949, identified as Complainants and Cross-Respondents' Exhibit "4" (hands witness paper), did you prepare that?

A. Yes.

Q. Was it signed by the parties to it in your presence?

A. Yes, each signature was in my presence.

Q. Do you know of your own knowledge whether Mr. Duke deposited with the Farmers and Merchants Bank the consideration set out in that agreement?

A. Yes. I delivered it.

Q. I hand you Mr. Christian, what purports to be a copy of the Warranty Deed from Jaroslav Frolik and Anna Frolik to Carl T. Duke, Sr., and Wynelle C. Duke, and ask you to examine that (hands witness paper).

A. This is the deed which I drew which was signed by Jaroslav Frolik.

Q. That is what?

A. Warranty Deed prepared in my office which was signed by Jaroslav Frolik and acknowledged by me on the 31st day of December, 1949.

Q. What became of the original of that deed, Mr. Christian?

A. The original was given to Mr. Frolik, so that he could take it to California to have it signed. I advised him that his wife had to sign the deed.

Q. Did Mr. Frolik sign the original of that instrument in your presence?

A. Yes sir, and I acknowledged it.

Q. I believe you stated you delivered it to him?

A. Yes sir.

Q. I will ask you whether or not Mr. Frolik, No, I will withdraw that. Did you hear any conversation between Mr. Duke and Mr. Frolik, did you hear Mr. Frolik say anything about the ownership of that property?

MR. HALL: I object. Irrelevant, incompetent and immaterial, not at all -

THE COURT: Overrule the objection.

MR. HALL: I except.

A. Yes.

Q. What did he say?

MR. HALL: Object on the same ground.

THE COURT: Overrule the objection.

MR. HALL: Except.

A. Mr. Schultz called me in the bank Saturday morning the 31st day of December, 1949 and said he had gotten the abstract back and the bank had a mortgage against the property. He got the papers out. Introduced me to Mr. Frolik, I already knew Mr. Duke, so there was some conversation whether or not the wife would have to sign the deed and I advised them that it was necessary to convey her dower interest, so then we went over to my office and I prepared the deed and contract and after they reached and agreement, it was set out. After this was done I acknowledged the deed and delivered the original to Mr. Frolik and took the escrow agreement as I remarked, to the bank and - - - - Mr. Gus Schultz acknowledged receipt of the hundred dollar check.

Q. In connection with Mrs. Frolik signing the deed, Mr. Frolik make any statement whether or not she would sign the deed, or about the ownership of the property?

A. No, he stated the deed would be back in a few days, as soon as he could go out to California and send it back was the impression I got.

MR. HALL: We object to his impression.

Q. Mr. Christian, - first we offer in evidence copy of deed and ask that it be identified as Complainants and Cross-Respondents' Exhibit "5".

(Instrument admitted and set out below)

Complainants and Cross Respondents' Exhibit "5"

"WARRANTY DEED

THE STATE OF ALABAMA,

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, That we, JAROSLAV FROLIK and ANNA FROLIK, his wife, GRANTORS, for and in consideration of the sum of ONE HUNDRED & 00/100 DOLLARS ($100.00) and other valuable consideration, to us in hand paid by CARL T. DUKE, SR. and WYNELL C. DUKE, father and daughter, GRANTEES, the receipt whereof is upon the delivery of these presents, hereby acknowledged, have GRANTED, BARGAINED AND DOLS and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEES their heirs and assigns, the following described real estate, situated in the County of Baldwin, State of Alabama, to-wit:

The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), Section Twenty-five (25), Township Five (5) South, Range Three (3) East of St. Stephens Meridian, containing forty acres, more or less, excepting a railroad right-of-way One Hundred Feet wide over and across said land, conveyed to Bay Minette and Fort Morgan Railroad by deed recorded in Book 7 NS, page 526.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEES, their heirs and assigns FOREVER. And we do covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that we have a good right to sell and convey the same to the said GRANTEES, their heirs and assigns, and that we will WARRANT AND DEFEND the premises to the said GRANTEES, their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 31st day of December, 1949.

_____(SEAL)
Jaroslav Frolik

_____(SEAL)
Anna Frolik

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

I, _____, a Notary Public in and for said County and State, do hereby certify that Jaroslav Frolik, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this the 31st day of December, 1949.

_____
Notary Public

(Page 1)

(On the reverse side of the above instrument appears:)

"Warranty Deed - Jaroslav Frolik and Anna Frolik to Carl T. Duke, Sr. and Wynell Duke - Page #2

THE STATE OF CALIFORNIA,)
COUNTY OF)

I, _____, a Notary Public in and for said County and State, do hereby certify that Anna Frolik, whose name is signed to the foregoing conveyance, and who is known to me to be the wife of Jaroslav Frolik, acknowledged before me on this day that, being informed of the contents of the said conveyance and being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she executed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this the ____ day of January, 1950.

_____
Notary Public

My commission expires:

Affix Seal."

ON CROSS EXAMINATION

By Mr. Hall

Q. Mr. Christian, you referred to the property there, the contract, Mrs. Anna Frolik didn't sign that contract, did she?

A. No.

Q. You ever talk to Mrs. Anna Frolik?

A. Never seen her until today.

Q. She wasn't present at the Farmers and Merchants Bank?

A. No.

Q. Do you know, as a matter of fact, she was in California?

A. I don't know. She wasn't in Foley, I didn't see her.

Q. At the time Mr. Frolick signed the copy of the deed referred to was Mrs. Frolik there?

A. When Mr. Frolik signed the deed, no sir.

Q. Insofar as you know she was out of town, is that right?

A. Yes sir.

Q. At the time Mr. Frolik signed that deed, did he show you any evidence of his authority from Mrs. Anna Frolik to sign it?

A. Just had the abstract from the bank.

Q. There was no written paper signed by Mrs. Frolik?

A. No.

ON RE DIRECT EXAMINATION

By Mr. Blackburn

Q. Did you examine the abstract?

A. Yes sir.

Q. Did it show the property to be owned by Jaroslav Frolik?

A. Yes.

Q. I will ask you, Mr. Christian, if you wrote Mr. Frolik a letter for the Dukes about this sale of this property?

A. Yes sir.

Q. Did you receive a reply?

A. Yes.

Q. I hand you, Mr. Christian, an instrument dated January 23, 1950, which purports to be signed by Mr. Jaroslav Frolik and ask you to examine that please. Mr. Christian, the instrument referred to,

did you receive that from Mr. Jaroslav Frolik, this letter (handing witness paper)?

A. Yes sir.

MR. BLACKBURN: We offer this in evidence and ask that it be identified as Complainants and Cross Respondents' Exhibit "6".

(Letter admitted in evidence and is set out below)

Complainants and Cross Respondents' Exhibit "6"

"Jan 23 1950
Los Angeles Calif

Mr. Forest A. Christian

Dear Sir

I received your letter Sunday concerning the sale of mine and my wife property. I understand that before this contract became valid both myself and my wife must sing.

As the contract does not come in effect until it is signed by both - they have no rights to proceed to protect their rights under the same contract.

If my wife does not wish to sign thoes terms then we will not sell until we can come to an agreement.

Yours truly
Jaroslav Frolik

1244 W Florence Ave
LA 44"

- - - - - - - - - - - - - - -

ON RE CROSS EXAMINATION

By Mr. Hall

Q. Mr. Christian, this Exhibit "6", you just identified as a letter from Mr. Jaroslav Frolik, do you, did Mrs. Frolik sign that?

A. No sir.

Q. Does her name appear on it any place?

A. It is signed Jaroslav Frolik.

Q. Mrs. Anna Frolik, her name doesn't appear on it?

A. No.

That's all

Mr. E. Frank Sanders, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Are you Mr. E. Frank Sanders?

A. Yes sir.

Q. What business are you engaged in, Mr. Sanders?

A. Vice President of the Farmers and Merchants Bank of Foley.

Q. Do you know Mr. Jaroslav Frolik and Mr. C. T. Duke, (Jr) Sr.?

A. Yes sir.

Q. I will ask if you knew those gentlemen on or about December 31, 1949?

A. Yes sir.

Q. Where?

A. Came to the bank in my office. Mr. Frolik was going to sell the property to Mr. Duke.

Q. Just what happened between them? What was said and done?

A. Mr. Frolik came in introduced Mr. Duke, I didn't know him, told me wanted to sell the place. We held the mortgage on the place, bought it from the Joint Stock Land Bank a number of years ago. In the course of the conversation he said he wanted me to fix a deed to Mr. Duke and I told him I wasn't prepared to make a deed that we didn't do that and asked Mr. Duke if he wanted an abstract and he said yes he wanted the abstract brought up to date, so I go to the file and get the papers out and Mr. Frolik wanted to know who to get to do this and I called the attorney, Mr. Christian to come over to the bank and introduced Mr. Frolik to him and give him the abstract.

Q. Did Mr. Christian fix some papers?

A. Yes sir.

Q. In the occasion relative to the sale of the property what did Mr. Frolik say relative to the ownership of the property?

A. Said he had it in his name and we told him he would have to get his wife to sign the deed to Mr. Duke and he said the deed he had was in his own name.

Q. Mr. Sanders, I hand you here agreement between Mr. Frolik and Mr. C. T. Duke, Jr., on behalf of himself and his daughter, introduced in evidence and identified (handing witness paper) as Complainants and Cross-Respondents' Exhibit "4", please examine that. Did Mr. Duke deposit the check with the Farmers and Merchants Bank referred to in that agreement?

A. Yes sir.

Q. Was that paid and credited to escrow account?

A. Yes.

Q. That money still on deposit there?

A. Yes.

ON CROSS EXAMINATION

By Mr. Hall

Q. Was any negotiation with Anna Frolik there?

A. No sir.

Q. She sign any written papers of any kind?

A. No sir. She wasn't there.

Q. Did Mr. Jaroslav Frolik have the deed there at that time, the original deed to him?

A. No. I think, the best I remember we had the deed in the file.

Q. You had the deed all the time.

A. The original deed.

Q. From Petersen to Frolik?

A. I believe that is correct, gathered all the papers in the file, of course I could have been mistaken.

Q. Did you see any papers of any kind signed by Mrs. Anna Frolik during the course or time you were involved in the transaction?

A. No sir.

Q. Do you know where she was at that time?

A. I believe he told me she was in California, that he had to take the deed out there and get it signed.

Q. He didn't have any power of attorney?

A. I didn't see any, no sir.

ON RE DIRECT EXAMINATION

By Mr. Blackburn

Q. Just this, Mr. Sanders, you say Mr. Frolik signed the deed there that day?

A. No sir.

Q. This agreement he asked you about which is identified as Exhibit "4" refers to mortgage to the Farmers and Merchants Bank, is that the mortgage made to The First Joint Stock Land Bank and later transferred to your bank?

A. Yes sir.

That's all

Mr. Grady Jackson, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. J. B. Blackburn

Q. Are you Mr. Grady Jackson?

A. Yes sir.

Q. Where do you live, Mr. Jackson?

A. Silverhill.

Q. Do you know where the property is located which is involved in this suit?

A. Yes sir.

Q. Did you see it in the early part of January of this year?

A. Yes.

Q. What, Mr. Jackson, had the Dukes done to evidence possession of this property during the first fifteen days in January, of this year?

A. Well, they began clearing it up like any person would, getting it ready to start a crop.

Q. When you say clean up, just what do you mean?

A. Right in front, you know the fence edge row, everything there, been used for pasture and grown up in weeds and they put it in shape to plant.

Q. I will ask you whether or not they trimmed the trees?

A. I don't know.

Q. Know whether or not any plowing was done there?

A. Well, he went to plowing right immediately.

Q. Immediately after he bought it?

A. Yes.

ON CROSS EXAMINATION

By Mr. Hall

Q. Were you there before January 19th, Mr. Jackson?

A. Yes. I guess I was up there two or three different times?

Q. Before January 19th?

A. Yes sir.

MR. BLACKBURN: If the Court please, we want to introduce in evidence certified copy of tax assessments covering the property involved in this suit which is the Northwest Quarter of the Northwest Quarter of Section 25, Township 5 South Range 3 East, which assessments were in the name of Jaroslav Frolik and covering that period of time commencing with the tax year 1940 and going through the tax year 1950, all of which have been identified by the Tax Assessor of Baldwin County, Alabama.

MR. HALL: We object to each of them separately and severally upon the ground they are immaterial, irrelevant, incompetent, and on the further ground that they appear to have been signed by someone other than Mr. Jaroslav Frolik. In fact they are signed by Joe Petchinski.

THE COURT: Overule the objection.

MR. HALL: I except.

MR. BLACKBURN: I ask that these be identified respectively commencing with Exhibit Number "7".

(Assessments admitted in evidence, identified as Exhibits "7" through "17" inclusive and attached to and made a part of this transcript.)

Reporter

Mr. C. T. Duke being recalled to the stand, testified as follows:

ON DIRECT EXAMINATION

By Mr. Blackburn

Q. Mr. Duke, I hand you agreement signed by you and Mr. Frolik, which is identified as Exhibit "4". In the body of that agreement the name appears Carl T. Duke, Sr., and you sign it C. T. Duke, Sr.

A. I sign it both ways sometimes.

Q. That represents one and the same person?

A. Yes sir.

That's all

MR. HALL: No question.

Mr. Jaroslav Frolik, being first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Hall

Q. This is Mr. Jaroslav Frolik?

A. Yes sir.

Q. That the same as Jerry?

A. Yes, easy to spell.

Q. Mr. Frolik, Mrs. Anna Frolik your wife?

A. Yes sir.

Q. When did you all marry?

A. Thirty-six years ago, in 1918.

Q. Mr. Frolik, did you live in Baldwin County quite a while?

A. I believe over five years.

Q. Did you move to California?

A. Yes sir.

Q. You are now a resident of California?

A. Yes sir.

Q. In December, of last year, did you come back to Alabama?

A. Yes.

Q. Mrs. Anna Frolik come at the same time?

A. No, she stay home.

Q. When you got here and met with Mr. Duke here, see him?

A. Not before went to the farm.

Q. You did go to his place and discuss about selling the place?

A. No sir. He comes himself to my place.

Q. Where were you at the time, Mr. Frolik?

A. Come with Mr. Tuma, hired man to clean place take over Mr. Duke offer himself to job let go -

Q. Any conversation between you and Mr. Duke at that time as to whether or not you wanted the place?

A. He ask. I didn't offer.

Q. What did he say?

A. Said wanted to buy it if for sale.

Q. What did you tell him?

A. Yes sir.

Q. You tell him what price?

A. Yes.

Q. Tell him whom it belonged to?

A. Told him belonged to us, my wife and me.

Q. Did you go down to the bank a few days later and sign an agreement?

A. Yes sir.

Q. Did you get any money?

A. Refused any down at the bank.

Q. What did you tell him?

A. Told him didn't want nothing down payment whatever.

Q. Tell you anything about the deed.

A. No, just tell Mr. Christian to make the papers.

Q. Did you go back - who owned this property before you got it?

A. Some party, Mr. and Mrs. Peterson.

Q. William A. Peterson?

A. Yes.

Q. You bought this land from Mr. Peterson, when?

A. First bought early in spring, must have been around March 22, the papers sent to us before went to _____ 1122 November 1922.

Q. That is your recollection of when you acquired this property?

A. Yes sir.

Q. Who furnished the money to buy the property?

A. My wife.

Q. Did you put up any part of the purchase price of your own money?

A. No.

Q. Prior to the time you married Mrs. Frolik had she been working and saving money?

A. Part of the time. I don't --

Q. She had money when you bought the place?

A. Yes.

Q. Soon after that was there any discussion as to your conveying the property to your wife, Mrs. Frolik?

A. Yes, the time, I don't know, must have been 27 August or so 1923, I give her deed to the property.

Q. Where did you sign that deed Mr. Frolik?
A. Mr. Oscar Johnson's.

Q. Will you look at that instrument?

A. I remember that. It is the original.

Q. Where was Mr. Johnson at the time you signed that?

A. Silverhill.

Q. He give you this instrument back?

A. He signed it put notary public seal on it.

Q. What did you do with this deed?

A. Give it to my wife.

Q. The deed from Jaroslav Frolik to Anna Frolik, my beloved wife, you handed it to her at that time?

A. Yes sir.

Q. Where was she?

A. On our farm.

Q. Had you had this deed?

A. No, she had it always.

Q. Mrs. Anna Frolik ever give you authority to sell this property?

A. Didn't agree. Wouldn't talk about it.

Q. Did she ever give you any writing authorizing you to convey this propertyto anyone?

A. No.

Q. So far as you are concerned Mrs. Anna Frolik has been the owner of this property at all times continually since the date you delivered the deed to her?

A. Yes sir.

ON CROSS EXAMINATION

By Mr. Blackburn

Q. Mr. Frolik, how old is your wife?

A. How old? Sixty.

Q. Do you mean she is sixty years of age?

A. Yes.

Q. Do you have any children?

A. No.

Q. You came to Baldwin County during the last part of December of last year, did you not?

A. Yes.

A. Yes.

Q. You and Mr. Duke entered into an agreement whereby you would sell and he and his daughter would buy this forty acres of land involved in this suit, didn't you?

A. Yes sir.

Q. Those negotiations extended over two or three days didn't they?

A. No sir.

Q. Let me put it this way? Didn't you say Mr. Duke went to see you about the 29th of December, on Thursday?

A. No, must have been on the thirtieth of December or the thirty-first.

Q. You went to Foley on the thirty-first?

A. On the thirty-first.

Q. You went to see Mr. Sanders in the bank?

A. Yes.

Q. Went to see about selling property to Mr. Duke?

A. Yes sir.

Q. Didn't Mr. Sanders send you to Mr. Christian, the lawyer?

A. Yes sir.

Q. Didn't Mr. Christian draw up an agreement signed by you and Mr. Duke?

A. Yes.

Q. I hand you a copy (handing witness paper) of that agreement, did you sign that?

A. Yes, that's my signature.

Q. You represented to them at that time you owned the property?

A. Probably. I don't know.

Q. You though, are how old?

A. Sixty-two.

Q. You were in possession of all of your faculties?

A. Yes sir.

Q. You were in possession of all your faculties at the time you agreed to sell the property to Mr. Duke?

A. Yes.

Q. You entered into the agreement whereby it was sold?

A. Yes, I entered in the agreement.

Q. Didn't you turn the key to that property over to Mr. Duke?

A. Just give him the key to take care of it.

Q. He didn't agree to buy?

A. Tell, until the contract is through.

Q. Now, Mr. Frolik, you had agreed to sell?

A. Yes, I agreed.

Q. You gave him the key after you signed this agreement?

A. Before.

Q. Gave him the key before?

A. Gave him the key before.

Q. What have you been renting thehproperty for each year?

A. Each year have different tenant.

Q. What did you get for it in 1949?

A. Hundred thirty dollars.

Q. Mr. Frolik, at the time you entered into this agreement we talked about with the Dukes to sell the property, it stood on the records in Baldwin County in your name, didn't it?

A. Yes, it did.

Q. You had regularly assessed and paid taxes on it for more than ten years?

A. More than ten.

Q. This deed, Mr. Hall asked you about, the deed had never been placed of record until sometime in February of this year?

A. Been placed on record.

Q. This deed you have testified about in answer to Mr. Hall's questions, was dated August 22, 1923, wasn't it?

A. Yes sir.

Q. I hand you this instrument (handing witness paper) Mr. Frolik and call your attention here to the Judge of Probate's stamp which shows filed for record in the Judge of Probate's office of Baldwin County on February 7, 1950, is that right?

A. Yes sir.

Q. That when it was filed for record?

A. Must have.

Q. At four o'clock P. M.?

A. I don't know.

Q. Before that time you had agreed to sell this property to the Dukes before the deed was put on record about a month and eight days you entered into another agreement to sell the property?

A. Yes sir.

Q. You didn't tell them about the deed?

A. I don't know if I did or not.

Q. You placed them in possession of the property, didn't you? How long after you got back to California before Mrs. Frolik came to Alabama?

A. Come a week after.

Q. When did you leave Baldwin County to go back to California?

A. Left here New Year's Eve come to Mobile just twelve o'clock.

Q. You left the thirty-first day of December, the same day you agreed to sell the property to the Dukes?

A. Yes.

Q. How long did it take you to get to California?

A. About, - to Los Angeles Tuesday morning.

Q. How long was it after that?

A. Tuesday, third of January, third or fourth.

Q. How long after that before your wife came to Alabama?

A. I don't know exactly.

Q. About a week after yoy got back?

A. About a week after, yes.

Q. Before she left to come back to Alabama?

A. Yes.

Q. How did she travel?

A. Southern Pacific train.

Q. It would have taken her approximately three days?

A. Three days, yes.

Q. You don't know of your own knowledge when she went to the place and saw the Dukes?

A. I wasn't there.

Q. You don't know of your own knowledge what was done to the property?

A. I wasn't here.

Q. Mr. Frolik, you had a letter from Mr. Christian about this thing?

A. Yes.

Q. I show you letter dated January 23, 1950 which is identified as Complainants and Cross Respondents' Exhibit "6", did you write that letter?

A. Yes, that's my signature.

Q. You didn't say anything about your wife having a deed to the property?

A. Didn't say it in that.

Q. Didn't tell Mr. Sanders down at Foley when this agreement was reduced to writing your wife's name wasn't on the deed and she didn't have to sign it?

A. I didn't say that. I was sick. I was so sick I hardly can talk.

Q. Didn't you testify in answer to my question that you were in full possession of your faculties on the thirty-first day of December? You know what that means?

A. Maybe I overheard that.

Q. Another thing, nothing wrong with your mental faculties? You knew what you were doing?

A. I know that all right.

Q. This deed you talked about to your wife which is dated August 22, 1923, I hand you here Mr. Frolik a certified copy of the mortgage from you and Mrs. Frolik to The First Joint Stock Land Bank of Montgomery which is dated June 1, 1925, almost two years after this deed was made to your wife, in the beginning of this mortgage I will ask you to examine it and see if it doesn't say "Jaroslav Frolik is indebted to The First Joint Stock Land Bank in the sum of One Thousand Dollars. . "?

A. Yes.

Q. You represented to the bank you owned that property, didn't you?

A. I don't remember.

Q. You got the thousand dollars from The First Joint Stock Land Bank?

A. As a loan, yes sir.

Q. That mortgage said you were the one who owed the money?

A. Yes sir.

Q. Didn't you know they wouldn't lend you money on your wife's property?

A. Yes, my wife, she signed it.

Q. It didn't recite in the body of the first paragraph you were the person indebted, do you understand?

A. Yes, I understand.

Q. You owed the thousand dollars?

A. Yes.

Q. That was paid down and the mortgage was finally transferred to Mr. Sanders' bank, The Farmers and Merchants Bank of Foley?

A. Yes.

Q. You still owe a balance on that mortgage?

A. I still owe.

Q. Didn't Mr. Sanders have an abstract of title prepared?

A. I got one prepared.

Q. Didn't the abstract show you were the owner?

A. Yes sir.

Q. Isn't it a fact nothing is recorded in Baldwin County at all until your wife put this deed on record on February 7, 1950 at four o'clock in the afternoon?

A. Still she the owner.

Q. Just answer my question. Was anything on Baldwin County Records to show she owned or claimed the property until the deed was put on record?

A. No.

Q. At the time the deed was put on record the Dukes had been in possession over a month?

A. I didn't give possession.

Q. Hadn't more than a month gone by after you gave him the key?

A. Just gave him the key to take care of the house.

Q. Answer my question. Hadn't more than a month expired between the time you gave Mr. Duke the key and the time your wife put the deed on record?

A. Yes.

Q. Hadn't more than a month expired since you entered into an agreement

to sell?

A. Yes.

That's all.

ON RE DIRECT EXAMINATION

By Mr. Hall

Q. Mr. Frolik, on the date of the execution of these papers referred to here, were you the owner of the land involved in this suit?

A. No, she was the owner.

Q. Anna Frolik?

A. Anna Frolik.

Q. At the time of this alleged agreement which was entered into between you and Mr. Duke, did you have any authority from Anna Frolik to execute any papers in her name or for her?

A. No.

Q. Was this deed I have shown you there from Jaroslav Frolik to Anna Frolik dated August 22, 1923 delivered on the same date to Anna Frolik?

A. Same date.

Q. Has Mrs. Anna Frolik had possession of that deed at all times since you delivered it to her?

A. Yes sir.

Q. Is she the owner of that land and was she the owner of that land since the execution and delivery of that deed?

A. Yes sir.

ON RE CROSS EXAMINATION

By Mr. Blackburn

Q. I believe you said your wife didn't assess the taxes, that it was assessed in your name?

A. I thought it wouldn't make any difference.

Q. It was assessed in your name, was it not?

A. Yes.

ON RE DIRECT EXAMINATION

By Mr. Hall

Q. When did you move to California?

A. In 1929, September.

Q. After that time who took care of the assessing and paying taxes on it?

A. John Svetlik.

Q. Your wife's, Mrs. Anna Frolik's brother?

A. Yes.

Q. Mr. Svetlik living now?

A. No.

Q. He died in 1936?

A. Yes.

Q. After 1936 who took care of assessing and paying taxes on this property?

A. Mr. Joe Petchinski.

Mrs. Elvera Armstrong, having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Hall

Q. This Mrs. Elvera Armstrong?

A. Yes sir.

Q. Do you know Mr. Oscar Johnson?

A. Yes.

Q. What relation was he to you?

A. My father.

Q. When did Mr. Johnson die?

A. September 13, 1929.

Q. I will ask you to look at this deed which is the deed from Jaroslav Frolik to Anna Frolik dated August 22, 1923 (handing witness paper) notice the name Oscar Johnson as witness, do you know your father's signature?

A. Yes sir.

Q. Is that your father's genuine signature?

A. Yes sir, it is.

Q. On the reverse side you see the acknowledgment, does his name appear on that as a notary?

A. Yes.

Q. Is that his genuine signature?

A. Yes, that is his signature.

Take the witness

MR. BLACKBURN: No question

Joe Pelinski (or Petchinski) having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION

By Mr. Hall

Q. This Joe Pelinski, is that your name?

A. Yes sir.

Q. Mr. Pelinski, do you know Jaroslav Frolik?

A. Yes.

Q. Do you know Mrs. Frolik?

A. Yes.

Q. How long have you known Jaroslav Frolik?

A. Seen him down here when her daddy died, I mean her brother.

Q. Never known him personally?

A. No, didn't have no dealings with him, no.

Q. Do you know the lands described as the Northwest Quarter of the Northwest Quarter of Section Twenty-five, Township Five South Range Three East?

A. Don't know exactly the description, paid the taxes.

Q. On Mr. Frolik's land?

A. Yes.

Q. During the past ten years have you had any connection with that property rented it or anything?

A. Rented it, yes.

Q. During that time who assessed it?

A. I have been assessing it since 1936.

Q. Prior to that time do you know who assessed it?

A. John Svetlik.

Q. Brother in law of Mrs. Frolik?

A. Brother.

Q. During the time when you have handled the assessing and paying taxes on this land-

A. Each November assessed and paid taxes and sent her the rent money.

Q. You deducted the taxes from the rent and sent her the money and tax receipts for the entire rent?

A. Right.

Q. You have been doing that continually since 1936?

A. Since 1936.

ON CROSS EXAMINATION

By Mr. Blackburn

Q. Do you know anything about a transaction between Mr. Frolik and the Dukes?

A. No sir.

Q. Do you know when the Dukes took possession?

A. No.

Q. Know what that date is?

A. No sir.

Q. Do you know when Mrs. Frolik first came back to Alabama during January of this year?

A. No sir, only thing she come to see me to collect the last tax receipt and assessment.

Q. That wasn't in the presence of the Dukes?

A. They were not there.

Q. Just between you and her?

A. Right.

Q. The Dukes had no knowledge of that?

A. Had no knowledge.

That's all

Mrs. Anna Frolik having been first duly and legally sworn, testified as follows:

ON DIRECT EXAMINATION by Mr. Hall

Q. This is Mrs. Anna Frolik?

A. Yes.

Q. mMrs. Frolik, is Jaroslav Frolik your husband?

A. Yes.

Q. Did you formerly live in Baldwin County, Alabama?

A. I have.

Q. When did you leave Alabama?

A. Nineteen twenty-seven.

Q. You moved to California?

A. In nineteen twenty-seven.

Q. Lived there continually?

A. Yes.

Q. Do you know the land involved in this suit?

A. Yes.

Q. Forty acres?

A. Yes sir.

Q. Do you remember when Mr. Petersen owned it, you bought it from Petersen, you remember the occasion?

A. Yes sir.

Q. Your money paid for it?

A. I did.

Q. Do you know how the deed was taken from Mr. Petersen and Mrs. Petersen?

A. I don't know for which.

Q. Then later on did some question arise between you and Mr. Frolik as to the ownership of the land?

A. Yes sir.

Q. When was that?

A. In March when come back boughtthat place.

Q. Did Mr. Frolik later execute a deed to you?

A. Yes sir.

Q. Look at that deed (handing witness paper), is that the original deed from Jaroslav Frolik to you?

A. Yes.

Q. Know where that deed was signed of your own personal knowledge?

A. I wasn't with him.

Q. When was that deed delivered to you?

A. Right that day when he come home he give it to me.

Q. Come home and gave you the deed?

A. Yes.

Q. And you have had the deed since that time?

A. I have.

Q. Where did you place that deed when you got it?

A. With my papers.

Q. Has the deed been with your papers continually from the date it was delivered to you until just a few days ago?

A. Yes sir.

Q. Any part of that property belong to Mr. Frolik now?

A. Not now, have it in my possession.

Q. It belongs to you?

A. Yes.

Q. Are you the owner of that land at this time?

A. I am.

Q. You know about the time the contract was entered into between Mr. Frolik and Mr. Duke in December or the first of January of this year?

A. I don't know.

Q. Were you the owner of that land at that time?

A. Yes sir.

Q. Did you at any time give any written authority or any authority of any kind to sell the property?

A. No sir.

Q. Did you know he was going to sell it?

A. No.

Q. When did you first learn he had sold it?

A. When he come back from Alabama to Los Angeles.

Q. When he got back to California he told you, what did he tell you?

A. Told me he was in Alabama and sold the property.

Q. What did you do then?

A. I said it was not his property it was my property.

Q. What did you do, come to Alabama?

A. I did.

Q. When you came to Alabama where did you go?

A. Went to Mr. Duke. Went on my farm.

Q. Did you see Mr. Duke?

A. Mr. Duke on my farm.

Q. Did you tell him anything about whether or not you owned the property?

A. I own the property and will not sign papers. I want key from my

house I want to go in.

Q. You wouldn't sign the deed and wanted the key you wanted to go in?

A. Yes.

Q. You agree to sign a deed for eight thousand dollars?

A. That was day we were over there he say to me the bank, you have it back from me/for $1000.00 and I told him I would like to have $8,000.00 and I will sell to him and sign the papers.

Q. He told you then you could have the property back if you would give him one thousand dollars?

A. Yes.

Q. Did you offer him any money?

A. I offer him one hundred fifty dollars.

Q. At that time had he made any improvements?

A. Had plowed eight acres like to take possession.

Q. At that time did you tell him whether or not you signed the contract or agreed to sell the property?

A. Yes, I said I will not sign it.

Q. Now, fater you came back to Alabama did you bring the deed with you?

A. Yes sir.

Q. After you got here did you file the deed fro recoed?

A. Yes, right away. I couldn't get to Bay Minette, like to be here presently.

Q. You brought it on February 7, 1950?

A. Yes sir.

Q. Is this the deed (handing witness paper)?

A. Yes.

MR. HALL: We at this time we offer in evidence original deed from Jaroslav Frolik dated August 22, 1923 witnessed by Oscar Johnson and acknowledged by Oscar Johnson, Notary Public, and which has been identified by Mr. Jaroslav Frolik and the signature of Mr. Oscar Johnson has been identified by Mrs. Elvera Armstrong, the deed also been identified by Mrs. Anna Frolik, and ask it be identified as Respondents' Exhibit "1".

Q. This deed which is offered in evidence as Exhibit "1" and that is the original deed from Mr. Jaroslav Frolik to you?

A. Yes sir.

(Deed admitted in evidence and is set out below)

Respondents & Cross Complainants' Exhibit "1"

"DEED WITH WARRANTY
Book 149 page 97
Sold by Bidgood Stationery Co.
Mobile, Ala

"THIS INDENTURE, Made the 22nd. day of August, 1923, between Jaroslav Frolik of the first part, and Anna Frolik my beloved wife, of the second part: Witnesseth, that the part__ of the first part in consideration of One Dollar Love and affection, DOLLARS, hereby acknowledged to have been paid the party of the first part by the party of the second part, do grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the real property in Baldwin County, Ala. described as follows:

Northwest quarter of North-west quarter, (NW¼ of NW¼) ., Section Twenty-five (25)., Township Five (5), south, Range Three (3) east, of St Stephens Meridian in Alabama, containing Forty (40) acres more or less, - - - - -

STATE OF ALABAMA, BALDWIN COUNTY
Filed 2-7-50 4 P. M.
Recorded Deed Book 149 Page 97-98
and I certify that the following
privilege tax has been paid
Deed Tax 1.50
Mortgage Tax
W. R. Stuart
Judge of Probate
By H

Together with all the rights and appurtenances to said described premises in anywise belonging: To have and to hold the same forever.

And Jaroslav Frolik, for self and his heirs, the said described premises and appurtenances, will forever Warrant and Defend unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, The said party of the first part have hereunto set his hand and seal the day and year above written.

/s/ Jaroslav Frolik (SEAL)

Signed, sealed and delivered in the presence of
/s/ Oscar Johnson

_____(SEAL)

STATE OF ALABAMA)
)
BALDWIN COUNTY)

I, Oscar Johnson, a Notary Public, in and for said County and State, do hereby certify that Jaroslav Frolik, husband of Anna Frolik, 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 said conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 22nd, day of August, 1923.

/s/ Oscar Johnson
Notary Public

Book 149 page 98

STATE OF ALABAMA)
)
_____COUNTY)

I, _____ in and for said County and State, do hereby certify that on the ___ day of _____ 192___, came before me the within named _____, known to me to be the wife of the within named_____ who being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this ____ day of _____, 192__.

_____

- - - - - - - - - -

Q. Has that deed, Mrs. Frolik, continually since the date thereof been in your possession?

A. Yes sir.

Q. Have you at any time authorized Jaroslav Frolik to seel or enter into any agreement or conveyance for the sale of the said property?

A. No sir.

Q. When did you first learn that Mr. Frolik had enterdd into the agreement with Mr. Duke?

A. When he come back from Alabama to Los Angeles.

Q. You say immediately or soon after you found the contract was entered into you came to Alabama?

A. Yes sir.

Q. Did you at that time call upon the Dukes and demand possession of the property?

A. Yes sir.

Q. Did you at that time offer and tender to them money for any permanent improvements which might have been put on the property?

A. Give hundred fifty dollars.

Q. And you are now the owner of that property?

A. Yes sir.

Q. Are you now entitled to possession of that property?

A. Yes sir.

ON CROSS EXAMINATION

By Mr. Blackburn

Q. Mrs. Frolik, how old are you?

A. Sixty years.

Q. What is your birthday?

A. May twelve.

Q. On the past May 12th you became sixty years old?

A. Yes.

Q. You and Mr. Frolik have any children?

A. No.

Q. When Mr. Frolik came back to California in the early part of this year didn't he have a deed that had been signed by him conveying this peice of land to Mr. Duke and his daughter?

A. Yes, he had it.

Q. Did he show you that deed?

A. Yes sir.

Q. God back to California sometime about the third or fourth of January?

A. I think Thursday evening or Wednesday morning.

Q. Now then, how much time elapsed between the time he got back to California and the time you left California to come to Alabama? How many days, I mean?

A. I left there the sixteenth of January.

Q. The Sixteenth of January, 1950?

A. Sixteenth of January, 1950.

Q. Do you recall when you got to Alabama?

A. On the nineteenth.

Q. On the afternoon of the nineteenth you went down to the property?

A. Yes sir, my property.

Q. Wasn't Mrs. Duke planting flowers?

A. Yes sir.

Q. Hadn't the fences been moved?

A. Yes sir.

Q. Some trees had been trimmed?

A. I didn't see any trees trimmed.

Q. Some land plowed for cultivation?

A. Yes sir.

Q. When you got there Mr. Duke, the gentleman here, the old gentleman, Mr. C. T. Duke, Sr., wasn't at home?

A. No sir, he wasn't.

Q. Who was the first member of the family you saw, didn't the son come in first?

A. Yes, about four o'clock in the afternoon.

Q. The afternoon Mr. Duke Senior came in?

A. About six o'clock.

Q. You and Mr. Duke had a conversation about the sale of the property?

A. Yes sir.

Q. You offered him one hundred fifty dollars for the contract?

A. Yes sir.

Q. He told you at that time he bought it from your husband?

A. Yes sir.

Q. Mrs. Frolik, until you put that deed on record from your husband to you on the seventh of February, isn't it a fact that there was nothing on the public records in Baldwin County, Alabama to show that you owned or claimed that property?

A. What do you mean? I don't understand.

Q. I mean did you put any deed to you from anybody on record in Baldwin County before the seventh of February, 1950?

A. No sir.

Q. You didn't assess this property in your name for taxation?

A. No I didn't.

Q. Mr. Frolik, when you came here, you don't know of your own knowledge when the Dukes took possession?

A. No.

Q. When you went there Mrs. Duke was planting flowers. Some of the land had been plowed and some cleaned up, is that right?

A. Yes sir.

Q. Mrs. Frolik, you remember when you and your husband executed a mortgage to the First Joint Stock Land Bank of Montgomery, Alabama, which is dated June 1, 1925 on which your husband borrowed one thousand dollars?

A. Yes sir.

Q. Are you familiar with that transaction?

A. Yes sir.

Q. At that time the property stood on the records in your husband's name?

A. Yes sir.

Q. Still remained in your husband's name until you put a deed on recoed on the seventh of February?

A. Yes sir.

Q. You hadn't seen the Dukes at all until January nineteenth of this year?

A. No.

Q. You were not acquainted with them?

A. No.

Q. You told, - who have you talked to about this case?

A. What do you mean?

Q? Who Did you discuss this case with, Mrs. Duke, who told you to put the deed on record?

A. Nobody.

Q. You brought it to Bay Minette?

A. Yes.

Q. That was during the afternoon about four o'clock on February 7th?

A. Yes sir.

That's all

ON RE DIRECT EXAMINATION

By Mr. Hall

Q. Mrs. Frolik, he mentioned a mortgage to The First Joint Stock Land Bank dated nineteen twenty-five. At that time did you have the deed which I have offered in evidence as Respondent's Exhibit "1" in your possession?

A. Yes sir.

Q. Among your papers?

A. Yes sir.

Q. Mrs. Frolik, Mr. Blackburn quastioned, mentioned about the original deed which was signed by Mr. Jaroslav Frolik, when was the first knowledge you had of that instrument?

A. When he come home.

Q. To California?

A. Yes.

Q. When you refused to sign it?

A. Yes.

Q. Soon after that you came to Alabama?

A. Yes.

ON RECROSS EXAMINATION

By Mr. Blackburn

Q. Mrs. Frolik, I hand you the original Warranty Deed drafted to be signed by you and your husband, Jaroslav Frolik, and by you dated the 31st day of December, 1949, which purports to be signed by your husband and acknowledged before Forrest Christian, is that the deed your husband brought back to California early in this year?

A. Yes, sir.

Q. Is that the deed you refused to sign?

A. Yes.

MR. BLACKBURN: We offer in evidence this deed and ask that it be identified as Complainants and Cross Respondents' Exhibit "18".

(Deed admitted in evidence, identified and set out below)

"Complainants and Cross Respondents' Exhibit "18"

WARRANTY DEED

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, That we, JAROSLAV FROLIK and ANNA FROLIK, his wife, GRANTORS, for and in consideration of the sum of ONE HUNDRED & 00/100 DOLLARS ($100.00) and other valuable consideration, to us in hand paid by CARL T. DUKE, SR. and WYNELL C. DUKE, father and daughter, GRANTEES, the receipt whereof is, upon the delivery of these presents, hereby acknowledged, have GRANTED, BARGAINED and SOLD and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE, their heirs and assigns, the following described real estate, situated in the County of Baldwin, State of Alabama, to-wit:

> The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼), Section Twenty-five (25), Township Five (5) South, Range Three (3) East of St. Stephens Meridian, containing forty acres, more or less, excepting a railroad right-of-way One Hundred Feet wide over and across said land, conveyed to Bay Minette and Fort Mortgagx Railroad by deed recorded in Book & NS, page 526.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEES, their heirs and assigns FOREVER. And we do covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that we have a good right to sell and convey the same to the said GRANTEES, their

heirs and assigns, and that we will WARRANT AND DEFEND the premises to the said GRANTEES, their heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 31st day of December, 1949.

/s/ Jaroslav Frolik (SEAL)
Jaroslav Frolik

(SEAL)
Anna Frolik

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

I, I, /s/ Forest Christian, a Notary Public in and for said County and State, do hereby certify that Jaroslav Frolik, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this the 31st day of December, 1949.

/s/ Forest Christian
Notary Public

(Seal)

(page 1)

Warranty Deed - Jaroslav Frolik and Anna Frolik to Carl T. Duke, Sr. and Wynell Duke - Page #2.

THE STATE OF CALIFORNIA,)
COUNTY OF)

I, _____, a Notary Public in and for said County and State, do hereby certify that Anna Frolik, whose name is signed to the foregoing conveyance, and who is known to me to be the wife of Jaroslav Frolik, acknowledged before me on this day that, being informed of the contents of the said conveyance and being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she executed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this the ____ day of January, 1950.

Notary Public

My commission expires:

Affix Seal.

- - - - - - - - -

Q. Mrs. Frolik, asked you about the mortgage to The First Joint Stock Land Bank?

A. Yes sir.

Q. When that loan was closed did you tell the representatives of the bank or their attorney that you had a deed to that piece of property?

A. No, I didn't.

Q. They made this loan of one thousand dollars?

A. Ask my husband, he can remember it.

Q. You sign the mortgage?

A. Yes sir.

ON RE DIRECT EXAMINATION

By Mr. Hall

Q. Mrs. Frolik, one question. Have you at any time attended personally to the assessment of this property, paying taxes?

A. I did about two years before went to California.

Q. After that you left it to Mr. John Svetlak?

A. My brother.

Q. After that to Mr. Pelinski?

A. Yes.

Q. They each year assessed and paid the taxes and sent you the money after deducting the taxes.

A. They each year assessed and paid taxes and sent money after.

Q. How were those rent payments made, know who made the payments for the taxes?

A. I did. I sign my husband's name. I always pay.

ON RE CROSS EXAMINATION

By Mr. Blackburn

Q. You say the payments were made by check?

A. By me is what I said.

Q. You signed your husband's name?

A. Yes sir.

That's all

Mr. Forest Christian was recalled and testified as follows:

ON DIRECT EXAMINATION by Mr. Blackburn

Q. This is Mr. Forest Christian?

A. Yes sir.

Q. Mr. Christian, on the thirty-first day of December, 1949 when Mr. Jaroslav Frolik and Mr. Duke were in your office in connection with the papers you testified about, I will ask you whether or nor Mr. Jaroslav Frolik was sick or a well man?

MR. HALL: I object, he can't qualify as an expert.

THE COURT: Sustain the objection.

Q. Did he do anything or say anything in your presence, Mr. Crhistian, to indicate he was a sick man?

A. No.

MR. HALL: I object.

THE COURT: Sustain the objection.

Q. Did he conduct himself in a normal manner in every way?

MR. HALL: I object. It is assumed that he did.

THE COURT: Sustain the objection.

Come down.

- - - - - - - - - -

I hereby certify that the above is a true and correct copy of the evidence as taken and transcribed by me on this date.

This 23rd day of May, 1950.

Ora S. Nesson
Reporter

STATE OF ALABAMA,
BALDWIN COUNTY.

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of the 1940 tax assessment sheet, as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E S Tunstall

E. S. TUNSTALL, Tax Assessor.

All questions on this retu[illegible] must be asked and answers noted hereon.
Were you on the first day [illegible] October of the present year an executor, administrator, curator, guardian, committee, assignee, commissioner, receiver or trustee of any person? _____

Give name _____

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation? _____

Give name of owner _____

Do you have an infant son or daughter who is a member of your family and who owns property? _____

Does your wife own property? _____

Has it been assessed for taxation? _____

Does and other member of your family who resides with you own property? _____

Give name _____

HOMESTEAD EXEMPTION VALUE

$ _____

Value R. E.	
Total State and County Taxes	
Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ..... R. E. ..... P. P. ..... Total	
City of ..... R. E. ..... P. P. ..... Total	
Total Amount of Taxes	

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value	No.	No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization	Insurance
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1						
	2. Hogs	Ten (10) in Number			2						
	3. Sheep	Twenty (20) in Number			3						
	4. Goats	Twenty (20) in Number			4						
	5. Cows	Two (2) in Number			5						
	6. Calves	Two (2) in Number			6						
	7. Sewing Machines	One (1) in Number			7						
	8. Farming tools	Aggregate 100% Value $500			8						
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9						
	10. Poultry	Aggregate 100% Value $100			10						
	11. Horses and mares	Two (2) Horses OR Two (2) Mules			11						
	12. Mules				12						
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13						
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14						
	15. Cotton and other agricultural products				15						
	16. Cattle				16						
	17. Studs, jacks, jennets				17						
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18						
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19						
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20						
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21						
	22. All investments in bonds not exempt from taxation				22						
	23. Printing presses, equipment and materials				23						
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24						
	25. Steamboats, barges, vessels and water-craft of every name and kind				25						
	26. Outboard motors				26						
	27. Airplanes, airships and other aircraft				27						
	28. Radios, (except those owned by individuals for personal use in homes				28						
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29						
					30						

Address

Insurance must be given.

Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance MUST BE SHOWN.

Address

Insurance must be given.

List of Property Returned by Jaroslav [illegible]

P. O. Address 1244 W. Florence Ave Los Angeles Cal

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year ~~1950~~ 1940

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 392. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD	25	6	3	40	800			
Nofsue Imp					500			
Farm To Use Barn								
Number of acres improved								
Number of acres unimproved								
Assessor's Fee $; 10% Penalty								$

Real Estate bought from whom? _____ Price paid $ _____

Real Estate sold to whom? _____ Price paid $ _____

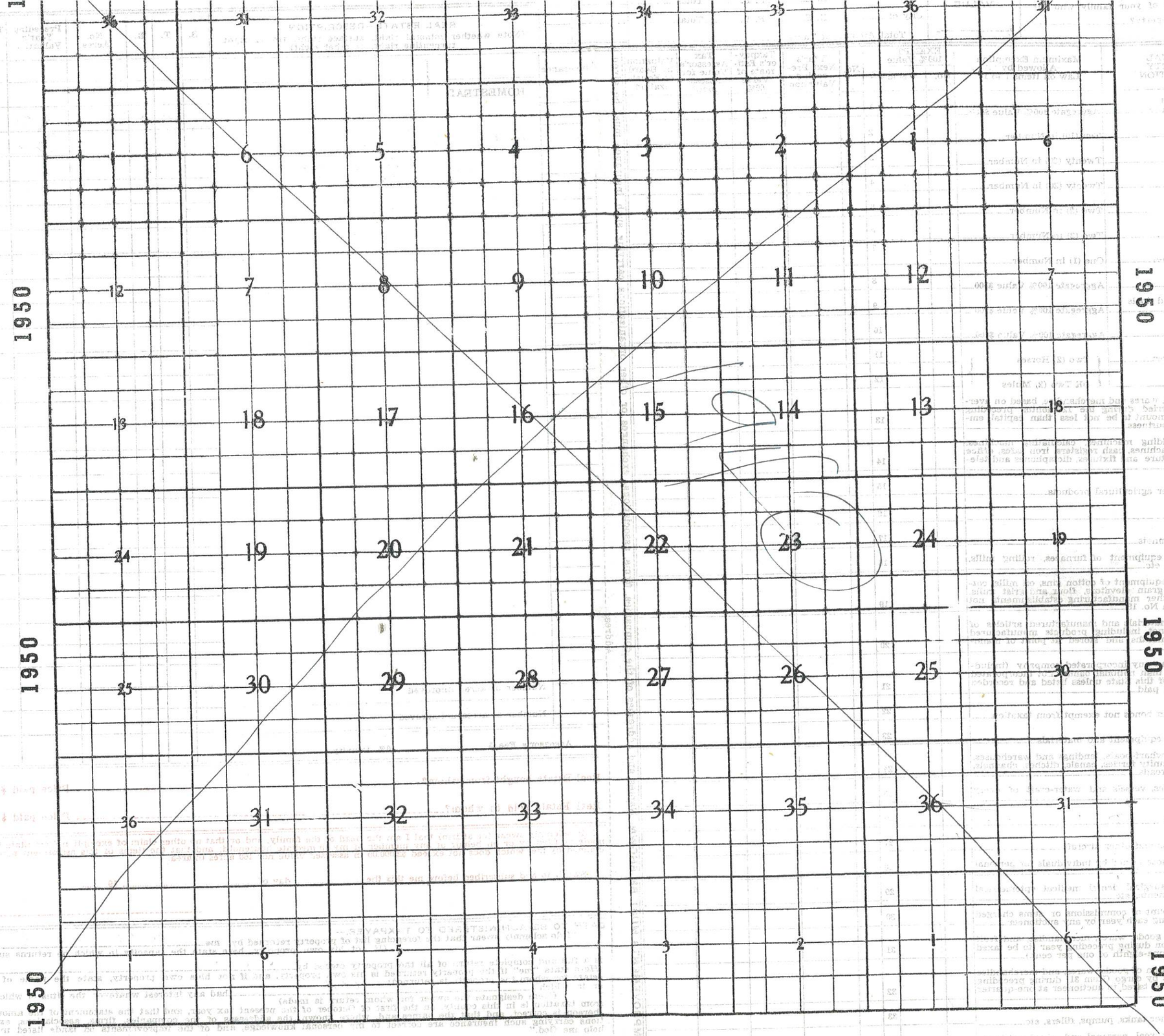
I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the ..... day of ....., 19.....

_____ Taxpayer.

OATH TO BE ADMINISTERED TO TAXPAYER.—

"I do solemnly swear that the foregoing list of property returned by me Jar Polzrake (state the capacity in which he returns such property for assessment) [illegible]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25 30 29 28 27 26 25 30
36 31 32 33 34 35 36 31
1 6 5 4 3 2 1 6

STATE OF ALABAMA,
BALDWIN COUNTY.

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of a tax assessment ~~direct~~ roll, as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E. S. Tunstall

E. S. TUNSTALL, Tax Assessor.

Were you on the first day of October of the present year an executor, administrator, curator, guardian, committee, assignee, commissioner, receiver or trustee of any person? _____

Give name _____

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation? _____

Give name of owner _____

Do you have an infant son or daughter who is a member of your family and who owns property? _____

Does your wife own property? _____

Has it been assessed for taxation? _____

Does and other member of your family who resides with you own property? _____

Give name _____

HOMESTEAD EXEMPTION VALUE

$ _____

Total State and County Taxes	
Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ..... R. E. ..... P. P. ..... Total	
City of ..... R. E. ..... P. P. ..... Total	
Total Amount of Taxes	

List of Property Returned by Jarvis Spring **Beat No.** 9

P. O. Address 1244 W Florence ave Los Angeles Calif

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year ~~1950~~ 1941

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 392. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value		No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1					
	2. Hogs	Ten (10) in Number			2					
	3. Sheep	Twenty (20) in Number			3					
	4. Goats	Twenty (20) in Number			4					
	5. Cows	Two (2) in Number			5					
	6. Calves	Two (2) in Number			6					
	7. Sewing Machines	One (1) in Number			7					
	8. Farming tools	Aggregate 100% Value $500			8					
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9					
	10. Poultry	Aggregate 100% Value $100			10					
	11. Horses and mares	Two (2) Horses OR Two (2) Mules			11					
	12. Mules				12					
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13					
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14					
	15. Cotton and other agricultural products				15					
	16. Cattle				16					
	17. Studs, jacks, jennets				17					
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18					
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19					
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20					
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21					
	22. All investments in bonds not exempt from taxation				22					
	23. Printing presses, equipment and materials				23					
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24					
	25. Steamboats, barges, vessels and water-craft of every name and kind				25					
	26. Outboard motors				26					
	27. Airplanes, airships and other aircraft				27					
	28. Radios, (except those owned by individuals for personal use in homes				28					
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29					
	30. On the gross amount of commissions or sums charged				30					

Address _____

MUST BE SHOWN. Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

Insurance

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD								
Wolfner & Rand Hall + Bar	25	5S	3	Ho	150			
					500			

Number of acres improved _____

Number of acres unimproved _____

Assessor's Fee $ _____ 10% Penalty _____ $ _____

Real Estate bought from whom? _____ Price paid $ _____

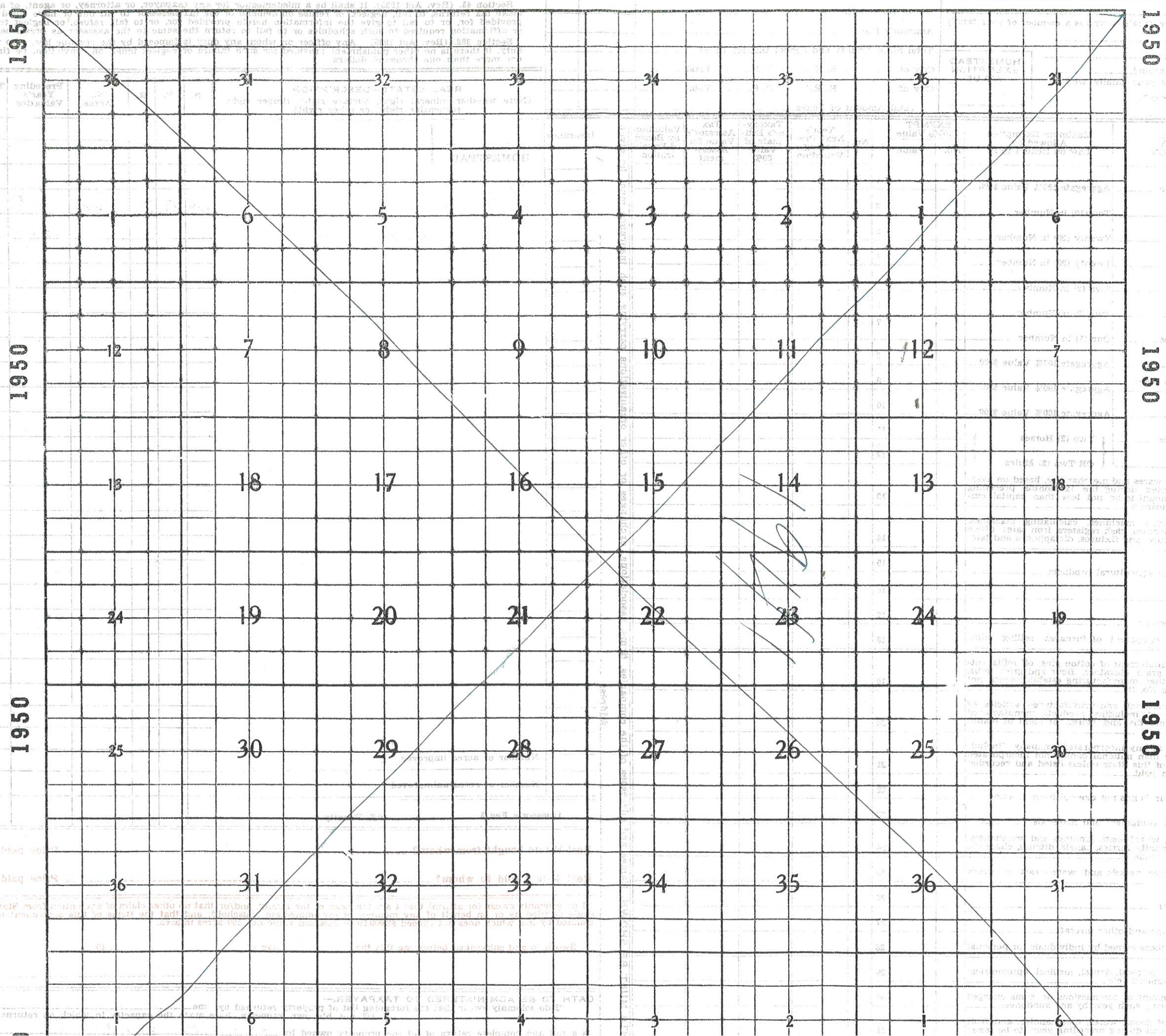
Real Estate sold to whom? _____ Price paid $ _____

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the ..... day of ....., 19.....

_____ Taxpayer.

OATH TO BE ADMINISTERED TO TAXPAYER.— Dae Schwartz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25 30 29 28 27 26 25 30
36 31 32 33 34 35 36 31
1 6 5 4 3 2 1 6

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of a tax assessment sheet, as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E. S. Tunstall

E. S. TUNSTALL, Tax Assessor.

Does and other member of your family who resides with you own property?.....
Give name.....

VALUE
$.....

City of.....R. E.....P. P.....Total.....
Total Amount of Taxes.....

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value		No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1					
	2. Hogs	Ten (10) in Number			2					
	3. Sheep	Twenty (20) in Number			3					
	4. Goats	Twenty (20) in Number			4					
	5. Cows	Two (2) in Number			5					
	6. Calves	Two (2) in Number			6					
	7. Sewing Machines	One (1) in Number			7					
	8. Farming tools	Aggregate 100% Value $500			8					
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9					
	10. Poultry	Aggregate 100% Value $100			10					
	11. Horses and mares	Two (2) Horses			11					
	12. Mules	OR Two (2) Mules			12					
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13					
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14					
	15. Cotton and other agricultural products				15					
	16. Cattle				16					
	17. Studs, jacks, jennets				17					
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18					
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19					
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20					
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21					
	22. All investments in bonds not exempt from taxation				22					
	23. Printing presses, equipment and materials				23					
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24					
	25. Steamboats, barges, vessels and water-craft of every name and kind				25					
	26. Outboard motors				26					
	27. Airplanes, airships and other aircraft				27					
	28. Radios, (except those owned by individuals for personal use in homes				28					
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29					
	30. On the gross amount of commissions or sums charged and received during each year by any auctioneer				30					
	31. On gross sales of goods, wares, merchandise, and fruit by cargo at auction during preceding year (to be taxed to auctioneers at one-eighth of one per cent.)				31					
	32. Gross sales at auction of goods, wares, and merchandise except cargo sales by cargo (Item 31) during preceding twelve months to be taxed to auctioneer at one-quarter of 1%				32					
	33. Gasoline, oil or other tanks, pumps, fillers, etc.				33					
	34. All other property, real, personal and mixed not hereinfore specified; DESCRIBE SPECIFICALLY				34					

Address

Insurance

Address

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD								
89								
Me & Sue	25	55	3	40	850			
4 Room 2 Story & Barn					500			

Number of acres improved

Number of acres unimproved

Assessor's Fee $ | 10% Penalty | $

Real Estate bought from whom?..... Price paid $.....

Real Estate sold to whom?..... Price paid $.....

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the.....day of....., 19.....

.....Taxpayer.

OATH TO BE ADMINISTERED TO TAXPAYER.—
"I do solemnly swear that the foregoing list of property returned by me Joe Petkiewicz
(If not his own property, here state the capacity in which he returns such property for assessment)
is a full and complete return of all the property owned by Samuel Frolo
(Here state "me" if the property returned is his own property, and if not his own property, state the name of the person, corporation or estate for whom the property is returned)
or in which .....had any interest whatever, the situs of which for taxation, or exemption
(Here designate the owner for whom return is made)
from taxation is in this county, on the first of October of the present tax year, and that the statement of the amount of fire insurance carried thereon is correct, and that the names and, where known, the addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance are correct to my personal knowledge, and of the improvements on lands listed in the foregoing schedule, so help me God."

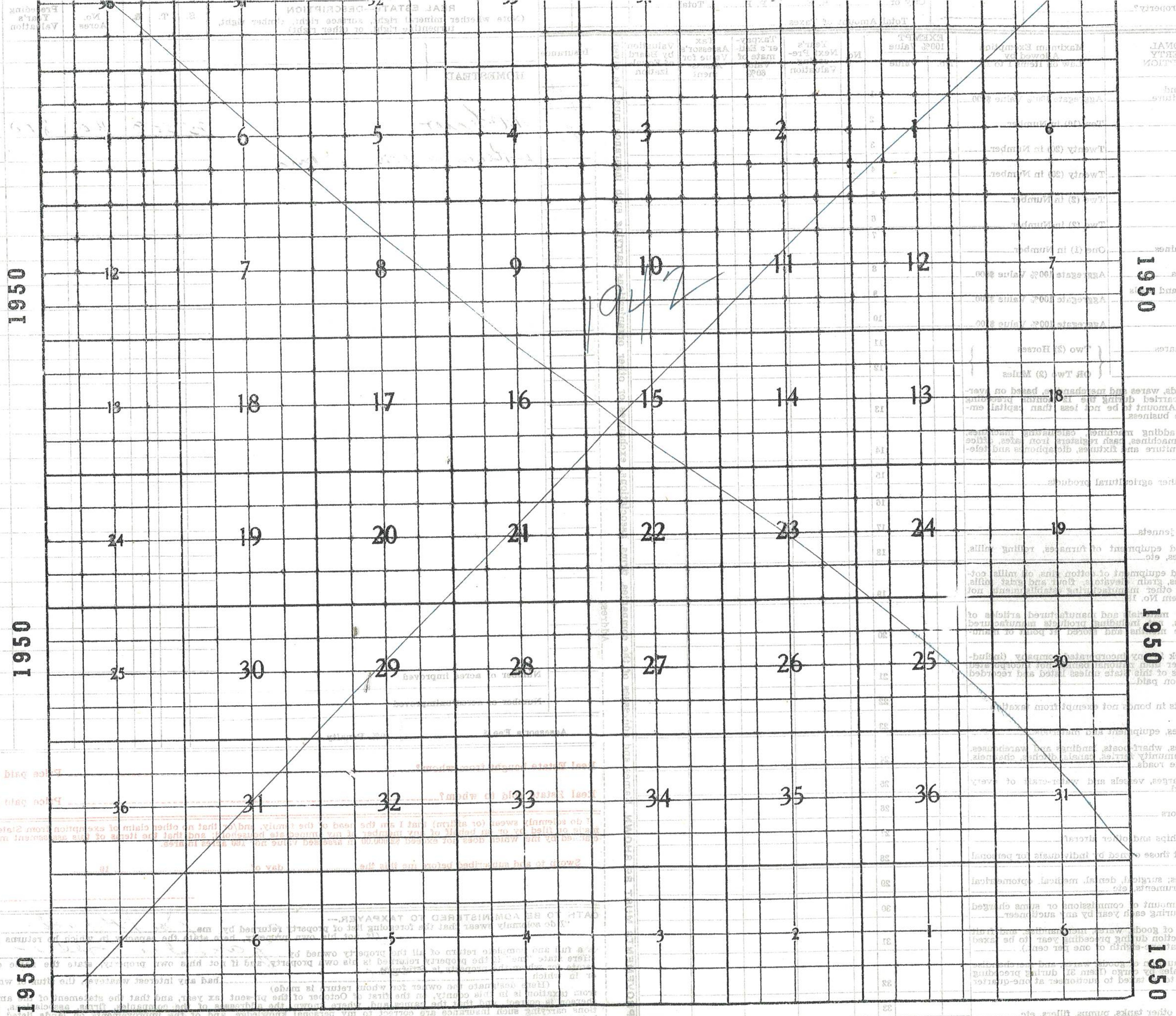
Subscribed and sworn to before me this the 13 day of Nov, 19 41

X Joe Petkiewicz (Person giving in return)

Ore D (Officer will sign here) (Give name and style of office here)

Address of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

NOTICE ON IMPROVEMENTS MUST BE SHOWN. Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.



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1942

STATE OF ALABAMA,
BALDWIN COUNTY.

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of a tax assessment sheet, as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E. S. Tunstall

E. S. TUNSTALL, Tax Assessor.

All questions on this return must be asked and answers noted hereon.
Were you on the first day of October of the present year an executor, administrator, curator, guardian, committee, assignee, commissioner,

receiver or trustee of any person? ----------

Give name ----------

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation?

Give name of owner ----------

Do you have an infant son or daughter who is a member of your family

and who owns property? ----------

Does your wife own property? ----------

Has it been assessed for taxation? ----------

Does and other member of your family who re-

sides with you own property? ----------

Give name ----------

HOMESTEAD EXEMPTION VALUE

$ ----------

Value R. E. ..... P. P.	
Total State and County Taxes	
Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ..... R. E. ..... P. P. ..... Total	
City of ..... R. E. ..... P. P. ..... Total	
Total Amount of Taxes	

Complainant v Corp Co Product & Pub '10 -

517

List of Property Returned by Jordan Frazier

Beat No. 9

P. O. Address 745 W. Florence Ave Los Angeles Calif

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year ~~1950~~ 1943

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 392. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value		No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1					
	2. Hogs	Ten (10) in Number			2					
	3. Sheep	Twenty (20) in Number			3					
	4. Goats	Twenty (20) in Number			4					
	5. Cows	Two (2) in Number			5					
	6. Calves	Two (2) in Number			6					
	7. Sewing Machines	One (1) in Number			7					
	8. Farming tools	Aggregate 100% Value $500			8					
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9					
	10. Poultry	Aggregate 100% Value $100			10					
	11. Horses and mares	Two (2) Horses			11					
	12. Mules	OR Two (2) Mules			12					
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13					
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14					
	15. Cotton and other agricultural products				15					
	16. Cattle				16					
	17. Studs, jacks, jennets				17					
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18					
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19					
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20					
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21					
	22. All investments in bonds not exempt from taxation				22					
	23. Printing presses, equipment and materials				23					
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24					
	25. Steamboats, barges, vessels and water-craft of every name and kind				25					
	26. Outboard motors				26					
	27. Airplanes, airships and other aircraft				27					
	28. Radios, (except those owned by individuals for personal use in homes				28					
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29					

Insurance

Address

MUST BE SHOWN. Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD								
NW/4 NW/4	25	5S	3	40	850	850	850	850
1-4 Room Frame - 1 Barn					500	500	500	500

Number of acres improved

Number of acres unimproved

Assessor's Fee $ | 10% Penalty | $

Real Estate bought from whom? ---------- Price paid $ ----------

Real Estate sold to whom? ---------- Price paid $ ----------

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the ..... day of ....., 19.....

---------- Taxpayer.

1950

36	31	32	33	34	35	36	31	1950
1	6	5	4	3	2	1	6	
12	7	8	9	10	11	12	7	1950
13	18	17	16	15	14	13	18	
24	19	20	21	22	23	24	19	
25	30	29	28	27	26	25	30	1950
36	31	32	33	34	35	36	31	

1950

1945

STATE OF ALABAMA,
BALDWIN COUNTY.

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of a tax assessment sheet, as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E. S. TUNSTALL, Tax Assessor.

Give name _____

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation?

_____

Give name of owner _____

Do you have an infant son or daughter who is a member of your family and who owns property? _____

Does your wife own property? _____

Has it been assessed for taxation? _____

Does and other member of your family who resides with you own property? _____

Give name _____

HOMESTEAD EXEMPTION VALUE

$ _____

Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ..... R. E. ..... P. P. ..... Total	
City of ..... R. E. ..... P. P. ..... Total	
Total Amount of Taxes	

P. O. Address 1344 10 - Florence Ave Los Angeles Calif

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year ~~1950~~ 1944

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 392. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value		No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization	Insurance
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1						
	2. Hogs	Ten (10) in Number			2						
	3. Sheep	Twenty (20) in Number			3						
	4. Goats	Twenty (20) in Number			4						
	5. Cows	Two (2) in Number			5						
	6. Calves	Two (2) in Number			6						
	7. Sewing Machines	One (1) in Number			7						
	8. Farming tools	Aggregate 100% Value $500			8						
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9						
	10. Poultry	Aggregate 100% Value $100			10						
	11. Horses and mares	Two (2) Horses OR Two (2) Mules			11						
	12. Mules				12						
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13						
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14						
	15. Cotton and other agricultural products				15						
	16. Cattle				16						
	17. Studs, jacks, jennets				17						
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18						
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19						
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20						
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21						
	22. All investments in bonds not exempt from taxation				22						
	23. Printing presses, equipment and materials				23						
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24						
	25. Steamboats, barges, vessels and water-craft of every name and kind				25						
	26. Outboard motors				26						
	27. Airplanes, airships and other aircraft				27						
	28. Radios, (except those owned by individuals for personal use in homes				28						
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29						
	30. On the gross amount of commissions or sums charged and received during each year by any auctioneer				30						
	31. On gross sales of goods, wares, merchandise, and fruit by cargo at auction during preceding year (to be taxed to auctioneers at one-eighth of one per cent)				31						

Address

NOTE: ALL INSURANCE MUST BE SHOWN. Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

Address

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD								
Not used	25	5S	3	40	800	800	800	800
H Rance & Hee Bow	9				500	500	500	500

Number of acres improved

Number of acres unimproved

Assessor's Fee $ _____ 10% Penalty _____ $ _____

Real Estate bought from whom? _____ Price paid $ _____

Real Estate sold to whom? _____ Price paid $ _____

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the _____ day of _____, 19____

_____ Taxpayer.

OATH TO BE ADMINISTERED TO TAXPAYER.—

"I do solemnly swear that the foregoing list of property returned by me Del Patterson

(If not his own property, here state the capacity in which he returns such property for assessment)

is a full and complete return of all the property owned by Kenneth Tolleet

1950

36 31 32 33 34 35 36 31

1 6 5 4 3 2 1 6

12 7 8 9 10 11 12 7

13 18 17 16 15 14 13 18

24 19 20 21 22 23 24 19

25 30 29 28 27 26 25 30

36 31 32 33 34 35 36 31

1950

1950

1950

1950

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of a tax assessment sheet, as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E. S. Tunstall

E. S. TUNSTALL, Tax Assessor.

administrator, curator, guardian, committee, or other

receiver or trustee of any person? _____

Give name _____

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation?

_____

Give name of owner _____

Do you have an infant son or daughter who is a member of your family and who owns property? _____

Does your wife own property? _____

Has it been assessed for taxation? _____

Does and other member of your family who resides with you own property? _____

Give name _____

HOMESTEAD EXEMPTION VALUE

$ _____

Total State and County Taxes	
Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ..... R. E. ..... P. P. ..... Total	
City of ..... R. E. ..... P. P. ..... Total	
Total Amount of Taxes	

List of Property Returned by _____

P. O. Address 1744 W. Florence Ave Los Angeles Calif

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year ~~1950~~ 1945

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 392. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value		No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization	Insurance
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1						
	2. Hogs	Ten (10) in Number			2						
	3. Sheep	Twenty (20) in Number			3						
	4. Goats	Twenty (20) in Number			4						
	5. Cows	Two (2) in Number			5						
	6. Calves	Two (2) in Number			6						
	7. Sewing Machines	One (1) in Number			7						
	8. Farming tools	Aggregate 100% Value $500			8						
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9						
	10. Poultry	Aggregate 100% Value $100			10						
	11. Horses and mares	Two (2) Horses			11						
	12. Mules	OR Two (2) Mules			12						
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13						
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14						
	15. Cotton and other agricultural products				15						
	16. Cattle				16						
	17. Studs, jacks, jennets				17						
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18						
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19						
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20						
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21						
	22. All investments in bonds not exempt from taxation				22						
	23. Printing presses, equipment and materials				23						
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24						
	25. Steamboats, barges, vessels and water-craft of every name and kind				25						
	26. Outboard motors				26						
	27. Airplanes, airships and other aircraft				27						
	28. Radios, (except those owned by individuals for personal use in homes				28						
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29						
	30. On the gross amount of commissions or sums charged and received during each year by any auctioneer				30						

Address _____

NAMES MUST BE SHOWN. Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD								
Residence	75	5S	3	40	850	850	850	850
4 Room Frame House					500	500	500	500
Number of acres improved								
Number of acres unimproved								
Assessor's Fee $ ..... 10% Penalty								$

Real Estate bought from whom? _____ Price paid $ _____

Real Estate sold to whom? _____ Price paid $ _____

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

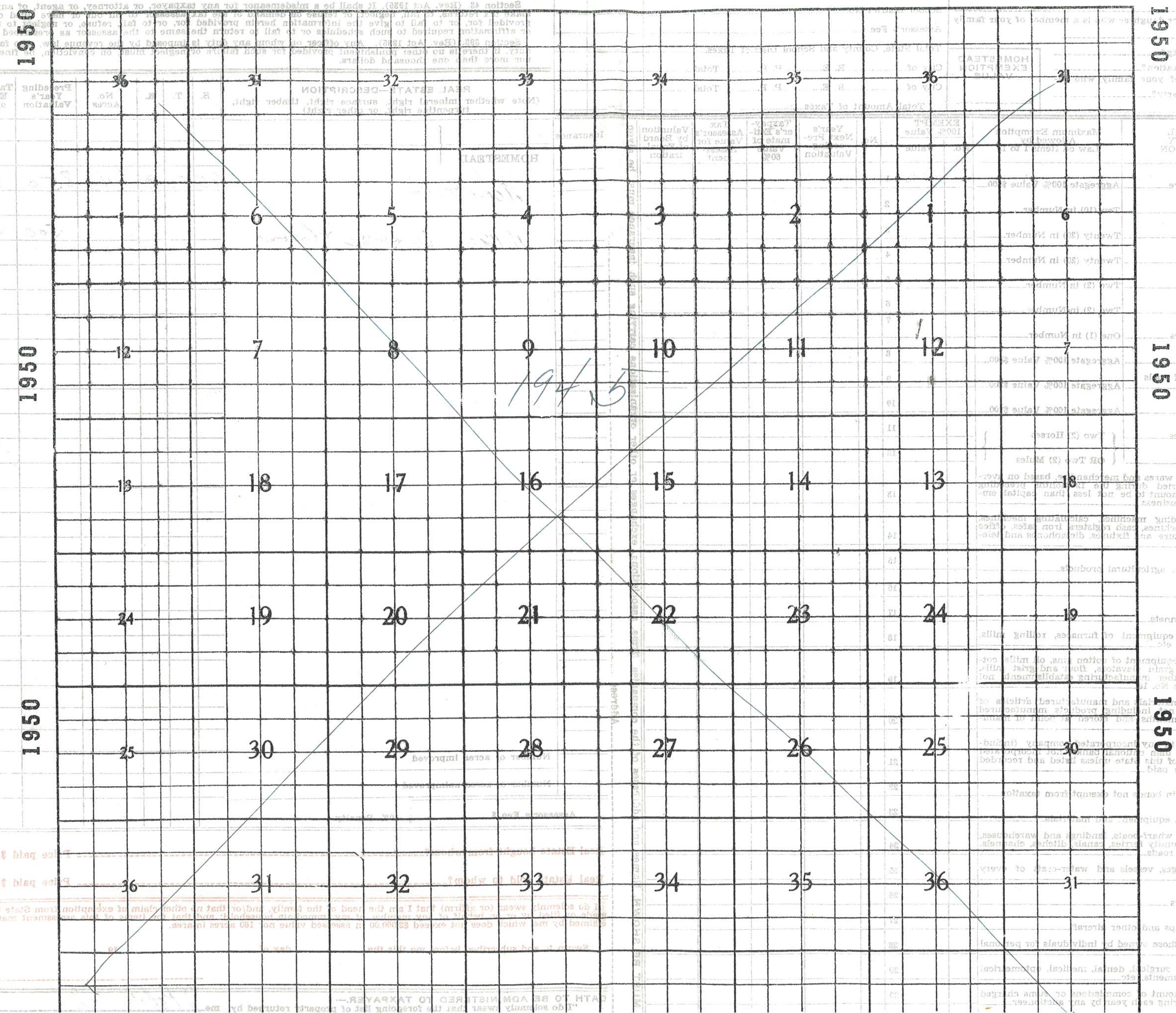
Sworn to and subscribed before me this the ..... day of ....., 19.....

_____ Taxpayer.

OATH TO BE ADMINISTERED TO TAXPAYER.—

"I do solemnly swear that the foregoing list of property returned by me J. Robinson

(If not his own property, here state the capacity in which he returns such property for assessment)


1950
1950
1950
1950
1950
1950
36 31 32 33 34 35 36 31
1 6 5 4 3 2 1 6
12 7 8 9 10 11 12 7
13 18 17 16 15 14 13 18
24 19 20 21 22 23 24 19
25 30 29 28 27 26 25 30
36 31 32 33 34 35 36 31
1945

STATE OF ALABAMA,
BALDWIN COUNTY.

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of the 1946 of a tax assessment sheet of Violet Pollich, as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E. S. Tunstall

E. S. TUNSTALL, Tax Assessor.

administrator, curator, guardian, committee, assignee, commissioner, receiver or trustee of any person? _____

Give name _____

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation? _____

Give name of owner _____

Do you have an infant son or daughter who is a member of your family and who owns property? _____

Does your wife own property? _____

Has it been assessed for taxation? _____

Does and other member of your family who resides with you own property? _____

Give name _____

HOMESTEAD EXEMPTION VALUE

$ _____

Total State and County Taxes	
Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ..... R. E. ..... P. P. ..... Total	
City of ..... R. E. ..... P. P. ..... Total	
Total Amount of Taxes	

List of Property Returned by Jennie Tolleas **Beat No.** 4

P. O. Address 244 W. Florence, Los Angeles

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year ~~1950~~ 1946

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 392. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value	No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1				
	2. Hogs	Ten (10) in Number			2				
	3. Sheep	Twenty (20) in Number			3				
	4. Goats	Twenty (20) in Number			4				
	5. Cows	Two (2) in Number			5				
	6. Calves	Two (2) in Number			6				
	7. Sewing Machines	One (1) in Number			7				
	8. Farming tools	Aggregate 100% Value $500			8				
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9				
	10. Poultry	Aggregate 100% Value $100			10				
	11. Horses and mares	Two (2) Horses OR Two (2) Mules			11				
	12. Mules				12				
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13				
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14				
	15. Cotton and other agricultural products				15				
	16. Cattle				16				
	17. Studs, jacks, jennets				17				
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18				
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19				
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20				
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21				
	22. All investments in bonds not exempt from taxation				22				
	23. Printing presses, equipment and materials				23				
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24				
	25. Steamboats, barges, vessels and water-craft of every name and kind				25				
	26. Outboard motors				26				
	27. Airplanes, airships and other aircraft				27				
	28. Radios, (except those owned by individuals for personal use in homes				28				
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29				
	30. On the gross amount of commissions or sums charged and received during each year by any auctioneer				30				

Address

Insurance

MUST BE SHOWN. Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

Insurance

Address

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD								
Lot 9 new 4	25	5S	3	40	850	850	850	850
4 Rm. F. Store Barn					500	500	500	500

Number of acres improved _____

Number of acres unimproved _____

Assessor's Fee $ _____ 10% Penalty _____ $ _____

Real Estate bought from whom? _____ Price paid $ _____

Real Estate sold to whom? _____ Price paid $ _____

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the ..... day of ....., 19.....

_____ Taxpayer.

OATH TO BE ADMINISTERED TO TAXPAYER.—

"I do solemnly swear that the foregoing list of property returned by me Joe Tolleas

(If not his own property, here state the capacity in which he returns such property for assessment)

1950

36 31 32 33 34 35 36 31

1 6 5 4 3 2 1 6

12 7 8 9 10 11 12 7

13 18 17 16 15 14 13 18

24 19 20 21 22 23 24 19

25 30 29 28 27 26 25 30

36 31 32 33 34 35 36 31

1950

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of a of 1947 tax assessment sheet, of Jarrell Foelich as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E. S. Tunstall

E. S. TUNSTALL, Tax Assessor.

administrator, curator, guardian, committee, assignee, commissioner, receiver or trustee of any person? _____

Give name _____

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation? _____

Give name of owner _____

Do you have an infant son or daughter who is a member of your family and who owns property? _____

Does your wife own property? _____

Has it been assessed for taxation? _____

Does and other member of your family who resides with you own property? _____

Give name _____

HOMESTEAD EXEMPTION VALUE

$ _____

Total State and County Taxes	
Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ..... R. E. ..... P. P. ..... Total	
City of ..... R. E. ..... P. P. ..... Total	
Total Amount of Taxes	

List of Property Returned by Jarvis Tolliver — Beat No. 9

P. O. Address 1244 W Florence Los Angeles

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year ~~1950~~ 1947

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 392. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value		No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization	Insurance
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1						
	2. Hogs	Ten (10) in Number			2						
	3. Sheep	Twenty (20) in Number			3						
	4. Goats	Twenty (20) in Number			4						
	5. Cows	Two (2) in Number			5						
	6. Calves	Two (2) in Number			6						
	7. Sewing Machines	One (1) in Number			7						
	8. Farming tools	Aggregate 100% Value $500			8						
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9						
	10. Poultry	Aggregate 100% Value $100			10						
	11. Horses and mares	Two (2) Horses OR Two (2) Mules			11						
	12. Mules				12						
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13						
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14						
	15. Cotton and other agricultural products				15						
	16. Cattle				16						
	17. Studs, jacks, jennets				17						
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18						
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19						
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20						
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21						
	22. All investments in bonds not exempt from taxation				22						
	23. Printing presses, equipment and materials				23						
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24						
	25. Steamboats, barges, vessels and water-craft of every name and kind				25						
	26. Outboard motors				26						
	27. Airplanes, airships and other aircraft				27						
	28. Radios, (except those owned by individuals for personal use in homes				28						
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29						
	30. On the gross amount of commissions or sums charged and received during each year by any auctioneer				30						

Address _____

MUST BE SHOWN. Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD — Vacant	25	6S	3	40	850	850	850	850
4 Room House + barn					500	500	500	500
								1350
Number of acres improved								
Number of acres unimproved								
Assessor's Fee $; 10% Penalty								$

Address _____

Real Estate bought from whom? _____ Price paid $ _____

Real Estate sold to whom? _____ Price paid $ _____

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the ..... day of ..... 19.....

_____ Taxpayer.

OATH TO BE ADMINISTERED TO TAXPAYER.—

"I do solemnly swear that the foregoing list of property returned by me Joe Petkovich

1950

36 31 32 33 34 35 36 31

1 6 5 4 3 2 1 6

1950

12 7 8 9 10 11 12 7

1947

13 18 17 16 15 14 13 18

24 19 20 21 22 23 24 19

1950

25 30 29 28 27 26 25 30

36 31 32 33 34 35 36 31

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of the 1948 of a tax assessment sheet, Lucian Frolich as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E. S. Tunstall

E. S. TUNSTALL, Tax Assessor.

Were you on the first day of October of the present year an executor, administrator, curator, guardian, committee, assignee, commissioner, receiver or trustee of any person? _____

Give name _____

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation? _____

Give name of owner _____

Do you have an infant son or daughter who is a member of your family and who owns property? _____

Does your wife own property? _____

Has it been assessed for taxation? _____

Does and other member of your family who resides with you own property? _____

Give name _____

HOMESTEAD EXEMPTION VALUE

$ _____

Total State and County Taxes	
Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ..... R. E. ..... P. P. ..... Total	
City of ..... R. E. ..... P. P. ..... Total	
Total Amount of Taxes	

List of Property Returned by Parallax Studios

P. O. Address 1545 W Florence Los Angeles, Calif

Boat No. 1

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year ~~1950~~ 1948

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 392. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value	No.	No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1					
	2. Hogs	Ten (10) in Number			2					
	3. Sheep	Twenty (20) in Number			3					
	4. Goats	Twenty (20) in Number			4					
	5. Cows	Two (2) in Number			5					
	6. Calves	Two (2) in Number			6					
	7. Sewing Machines	One (1) in Number			7					
	8. Farming tools	Aggregate 100% Value $500			8					
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9					
	10. Poultry	Aggregate 100% Value $100			10					
	11. Horses and mares	Two (2) Horses OR Two (2) Mules			11					
	12. Mules				12					
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13					
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14					
	15. Cotton and other agricultural products				15					
	16. Cattle				16					
	17. Studs, jacks, jennets				17					
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18					
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19					
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20					
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21					
	22. All investments in bonds not exempt from taxation				22					
	23. Printing presses, equipment and materials				23					
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24					
	25. Steamboats, barges, vessels and water-craft of every name and kind				25					
	26. Outboard motors				26					
	27. Airplanes, airships and other aircraft				27					
	28. Radios, (except those owned by individuals for personal use in homes				28					
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29					
	30. On the gross amount of commissions or sums charged				30					

Address

MUST BE SHOWN. Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

Insurance

Address

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD								
New Home	25	5s	3	40	850	850	850	850
4 Room Frame Store & Barn					500	500	500	500
Number of acres improved								
Number of acres unimproved								
Assessor's Fee $ / 10% Penalty								$

Real Estate bought from whom? _____ Price paid $ _____

Real Estate sold to whom? _____ Price paid $ _____

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the ..... day of ..... 19.....

_____ Taxpayer.

OATH TO BE ADMINISTERED TO TAXPAYER.—

"I do solemnly swear that the foregoing list of property returned by me A Petelinsse (if not his own property, here state the capacity in which he returns such property for assessment)

1950

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

1950

1950

1950

1950

1950

1948

STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

I, E. S. Tunstall, Tax Assessor, within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of the 1949 ~~a~~ tax assessment sheet of Jackson Dodlick, as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal this 15 day of May, 1950.

E S Tunstall

E. S. TUNSTALL, Tax Assessor.

Were you on the first day of October of the present year an executor, administrator, curator, guardian, committee, assignee, commissioner, receiver or trustee of any person? _____

Give name _____

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation? _____

Give name of owner _____

Do you have an infant son or daughter who is a member of your family and who owns property? _____

Does your wife own property? _____

Has it been assessed for taxation? _____

Does and other member of your family who resides with you own property? _____

Give name _____

HOMESTEAD EXEMPTION VALUE

$ _____

Total State and County Taxes	
Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ..... R. E. ..... P. P. ..... Total	
City of ..... R. E. ..... P. P. ..... Total	
Total Amount of Taxes	

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value		No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization	Insurance
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1						
	2. Hogs	Ten (10) in Number			2						
	3. Sheep	Twenty (20) in Number			3						
	4. Goats	Twenty (20) in Number			4						
	5. Cows	Two (2) in Number			5						
	6. Calves	Two (2) in Number			6						
	7. Sewing Machines	One (1) in Number			7						
	8. Farming tools	Aggregate 100% Value $500			8						
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9						
	10. Poultry	Aggregate 100% Value $100			10						
	11. Horses and mares	Two (2) Horses OR Two (2) Mules			11						
	12. Mules				12						
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13						
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14						
	15. Cotton and other agricultural products				15						
	16. Cattle				16						
	17. Studs, jacks, jennets				17						
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18						
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19						
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20						
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21						
	22. All investments in bonds not exempt from taxation				22						
	23. Printing presses, equipment and materials				23						
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24						
	25. Steamboats, barges, vessels and water-craft of every name and kind				25						
	26. Outboard motors				26						
	27. Airplanes, airships and other aircraft				27						
	28. Radios, (except those owned by individuals for personal use in homes				28						
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29						
	30. On the gross amount of commissions or sums charged				30						

Address _____

MUST BE SHOWN. Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

Address _____

List of Property Returned by Harosen Construction

P. O. Address 1144 W. Jemina Los Angeles Calif

Beat No. 1

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year ~~1950~~ 1949

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 392. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD								
Res/Bldg	25	5	3	40	850	850	850	850
4 Rooms Frame & bath					500	500	500	500
Number of acres improved								
Number of acres unimproved								
Assessor's Fee $; 10% Penalty								$

Real Estate bought from whom? _____ Price paid $ _____

Real Estate sold to whom? _____ Price paid $ _____

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the ..... day of ....., 19.....

_____ Taxpayer.

OATH TO BE ADMINISTERED TO TAXPAYER.—

"I do solemnly swear that the foregoing list of property returned by me Joe Palermetto

(If not his own property, here state the capacity in which he returns such property for assessment)

1950
1950
1950
1950
1950
1950
36 31 32 33 34 35 36 31
1 6 5 4 3 2 1 6
12 7 8 9 10 11 12 7
13 18 17 16 15 14 13 18
24 19 20 21 22 23 24 19
25 30 29 28 27 26 25 30
36 31 32 33 34 35 36 31
1 6 5 4 3 2 1 6

STATE OF ALABAMA)
)
BALDWIN COUNTY)

I, E. S. Tunstall, Tax Assessor within and for said County in said State, hereby certify that the above and foregoing is a true, correct and complete copy of the 1950 tax assessment sheet of Jaroslav Frolich, as the same appears of record in the office of the Tax Assessor of Baldwin County, Alabama.

WITNESS my hand and seal on this the 23rd day of May, 1950.

E S Tunstall

Tax Assessor.

All questions on this return must be asked and answers noted hereon. Were you on the first day of October of the present year an executor, administrator, curator, guardian, committee, assignee, commissioner, receiver or trustee of any person? _____

Give name _____

Have you in your possession or under your control any property or other thing of value belonging to any other person or corporation? _____

Give name of owner _____

Do you have an infant son or daughter who is a member of your family and who owns property? _____

Does your wife own property? _____

Has it been assessed for taxation? _____

Does and other member of your family who resides with you own property? _____

Give name _____

HOMESTEAD EXEMPTION VALUE

$ _____

Value R. E. 1350 P. P.	
Total State and County Taxes	
Less: Homestead Exemption	
Net State and County Taxes	
School District No.	
School District No.	
Assessor's Fee	
Total State, County and School District Taxes	
City of ... R. E. ... P. P. ... Total	
City of ... R. E. ... P. P. ... Total	
Total Amount of Taxes	

Insurance	PERSONAL PROPERTY DESCRIPTION	Maximum Exemption Allowed by Law on Items 1 to 12	EXEMPT 100% Value No.	EXEMPT 100% Value Value	No.	Year's Next Preceding Valuation	Taxpayer's Estimate of Value 60%	Tax Assessor's Value for Assessment	Valuation by Board of Equalization	Insurance
$	1. Household and kitchen furniture	Aggregate 100% Value $500			1					
	2. Hogs	Ten (10) in Number			2					
	3. Sheep	Twenty (20) in Number			3					
	4. Goats	Twenty (20) in Number			4					
	5. Cows	Two (2) in Number			5					
	6. Calves	Two (2) in Number			6					
	7. Sewing Machines	One (1) in Number			7					
	8. Farming tools	Aggregate 100% Value $500			8					
	9. Implements and tools of mechanics	Aggregate 100% Value $200			9					
	10. Poultry	Aggregate 100% Value $100			10					
	11. Horses and mares	Two (2) Horses OR Two (2) Mules			11					
	12. Mules				12					
	13. Stocks of goods, wares and merchandise, based on average amount carried during the 12 months preceding October 1st. Amount to be not less than capital employed in the business				13					
	14. Typewriters, adding machines, calculating machines, bookkeeping machines, cash registers, iron safes, office and store furniture and fixtures, dictaphones and teletypes				14					
	15. Cotton and other agricultural products				15					
	16. Cattle				16					
	17. Studs, jacks, jennets				17					
	18. Machinery and equipment of furnaces, rolling mills, mines, quarries, etc.				18					
	19. Machinery and equipment of cotton gins, oil mills, cotton compresses, grain elevators, flour and grist mills, saw mills and other manufacturing establishments not included in Item No. 18				19					
	20. Supplies, raw materials and manufactured articles of manufacturers, not including products manufactured within twelve months and stored at point of manufacture				20					
	21. Shares of stock in any incorporated company (including banks other than national banks) not incorporated under the laws of this State unless listed and recorded and tax thereon paid				21					
	22. All investments in bonds not exempt from taxation				22					
	23. Printing presses, equipment and materials				23					
	24. Docks, wharves, wharf-boats, landings and warehouses, private or community ferries, canals, ditches, channels, tramroads, pole roads				24					
	25. Steamboats, barges, vessels and water-craft of every name and kind				25					
	26. Outboard motors				26					
	27. Airplanes, airships and other aircraft				27					
	28. Radios, (except those owned by individuals for personal use in homes				28					
	29. X-ray machines; surgical, dental, medical, optometrical and other instruments, etc.				29					

Address

Insurance must be given.

Names and addresses of the companies, firms, associations, exchanges or other organizations carrying such insurance must be given.

Address

Complainant & Complainant Jaroslav Frolich and S. Meyer Consolidated

List of Property Returned by _____ **Beat No.** 9

P. O. Address 1244 W. Florence, Los Angeles, Calif

To E. S. TUNSTALL, Tax Assessor of Baldwin County, Alabama, for the year 1950

Section 43. (Rev. Act 1935). It shall be a misdemeanor for any taxpayer, or attorney, or agent, of any taxpayer having authority to make tax returns, to fail, neglect, or refuse on demand of the tax assessor to fill out or have filled out the schedule or list herein provided for, or to fail to give the information herein provided for, or to fail, refuse, or neglect to take and subscribe to the oath or affirmation required to such schedules or to fail to return the same to the assessor as prescribed by law.

Section 892. (Rev. Act 1935). Any officer on whom any duty is imposed by the revenue law, who fails or neglects to perform such duty, if there is no other punishment provided for such failure or neglect must, on conviction, be fined not less than twenty dollars nor more than one thousand dollars.

REAL ESTATE—DESCRIPTION (Note whether mineral right, surface right, timber right, turpentine right, or other right)	S.	T.	R.	No. Acres	Preceding Year's Valuation	Taxpayer's Estimate of Value (60%)	Tax Assessor's Value for Assessment	Valuation by Board of Equalization
HOMESTEAD								
NW¼ of NW¼	25	5	3	40	850	850	850	850
4 R. fr. House & barn					500	500	500	500
					1350		13	50
Number of acres improved								
Number of acres unimproved								
Assessor's Fee $ / 10% Penalty								$

Real Estate bought from whom? _____ Price paid $ _____

Real Estate sold to whom? _____ Price paid $ _____

I do solemnly swear (or affirm) that I am the head of the family, and/or that no other claim of exemption from State taxes for Homestead has been made or filed by or on behalf of any member of my immediate household; and that the items of this assessment marked above is the Homestead claimed by me, which does not exceed $2,000.00 in assessed value nor 160 acres in area.

Sworn to and subscribed before me this the _____ day of _____, 19____

_____ Taxpayer.

1950

36			31			32			33			34			35			36			31		
1			6			5			4			3			2			1			6		
12			7			8			9			10			11			12			7		
13			18			17			16			15			14			13			18		
24			19			20			21			22			23			24			19		
25			30			29			28			27			26			25			30		
36			31			32			33			34			35			36			31		
1			6			5			4			3			2			1			6		

1950

1950

1950

1950

RECEIPT FOR REGISTERED ARTICLE No. 701

25 fee paid. 1 class postage paid. 2-27-50 (Date), 19

Declared value, $ Papers Surcharge paid, $

From Alex J Deuck
B.M. Ala
(Sender)

Addressed to Jaroslav Trolich
(Addressee)
1244 West Florence Ave. La. 44 Calif
(Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee — Delivery restricted to addressee { in person 3 / or order / Fee paid 25 } — Special delivery fee — Postmaster, per M.R.

GPO 16—12666

POSTMARK

RECEIPT FOR REGISTERED ARTICLE No. 702

25 fee paid. 1 class postage paid. 2-27-50, 19 (Date)

Declared value, $ Papers Surcharge paid, $

From Alex J Deuck
B.M. Ala
(Sender)

Addressed to Lenna Trolich
(Addressee)
1244 W. Florence Ave. La. 44 Calif
(Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee — Delivery restricted to addressee { in person / or order / Fee paid 3 } — Special delivery fee — Postmaster, per M.R.

GPO 16—12666

POSTMARK

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300
(GPO)

POSTMARK OF DELIVERING OFFICE

LOXLEY MAR 11 1950 ALA.

Return to Alex J Deuck
(NAME OF SENDER)

Street and Number, or Post Office Box,

REGISTERED ARTICLE
No. 702 Post Office Bay Minette

INSURED PARCEL
No. State Alabama

16—12421

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300
(GPO)

POSTMARK OF DELIVERING OFFICE

MAR 6 1950 5:00PM

Return to Alex J Deuck
(NAME OF SENDER)

Street and Number, or Post Office Box,

REGISTERED ARTICLE
No. 701 Post Office Bay Minette

INSURED PARCEL
No. State Alabama

16—12421

2435

Form 3811
Rev. 1-4-40

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 Anna Frolik
(Signature or name of addressee)

2 Deliver to addressee only.
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 3-11-50, 194

U. S. GOVERNMENT PRINTING OFFICE 16—12421

2435

Form 3811
Rev. 1-4-40

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 Marlen Frolik
(Signature or name of addressee)

2 Deliver to addressee only.
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 3-6, 194

U. S. GOVERNMENT PRINTING OFFICE 16—12421

W. R. STUART

Probate Judge

No. 9943

Bay Minette, Ala., 6-6, 1950

Received of [illegible]

No.		Deed Tax		Mortgage Tax		Recording Fees		Total	
		$	Cts.	$	Cts.	$	Cts.	$	Cts.
[illegible]	[illegible]					[illegible]	[illegible]	[illegible]	[illegible]

FOR RECORD

TOTAL $2.25

[illegible]

Judge of Probate.

19931 MARSHALL & BRUCE-BIRMINGHAM