

LONNIE GREEN

COMPLAINANT

VS

W. W. DAVISON

RESPONDENT

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

NOTICE OF PENDENCY OF
BILL OF COMPLAINT

Notice is hereby given to W. W. Davison and to any and all persons having interest in the property hereinafter described, that on the 26th day of January, 1951, the said Complainant, Lonnie Green, filed in the Circuit Court of Baldwin County, Alabama, Equity side, a Bill of Complaint which is as follows:

"Your Complainant, Lonnie Green, respectfully represents and shows unto your Honor and this Honorable Court as follows:

1.

That your Complainant and the Respondent are both bona fide residents of Baldwin County, Alabama, and over twenty-one years of age.

2.

Comes your Complainant and showeth unto this Honorable Court that the Complainant was the owner in fee simple of the following described property:

Lot 5 of East Douglasville, an Addition to Bay Minette, Alabama, as recorded in Map Book 1, page 69, Baldwin County Records.

That it became necessary for the complaint to obtain a loan and that he did so with one J. R. Brooks giving him a warranty deed in lieu of a mortgage and that not being able to pay said loan when it became due that on January 17, 1950, your Complainant arranged with the said Respondent, W. W. Davison, to take up said unpaid loan from the J. R. Brooks aforesaid under the following arrangement: That the said Respondent would pay at the instance and for the benefit of your complainant the sum of \$814.00 to the said J. R. Brooks and would take title to said property in the said respondent's name which was done with the understanding that the loan would be repaid on or before January 18, 1951, and as evidence of said agreement your Complainant and the Respondent entered into a lease-sale agreement, which in words and figures is as follows:

STATE OF ALABAMA
BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That W. W. Davison as party of the first part and Lonnie Green, as party of the second part do hereby covenant and agree, as follows: That the party of the first part agrees to sell to the party of the second part the following described property:

Lot 5 of East Douglasville, an addition to Bay Minette, Alabama, as recorded in Map Book 1, page 69, Baldwin County, Records.

and the party of the second part agrees to buy said property at the convenience of the party of the second part provided the party of the second part pays the full and complete sum within a period twelve months from date at a price of \$814.00.

IT IS FURTHER agreed that if such option is not exercised within a twelve months period, the party of the second part waives his right to exercise this option, thereby releasing and quit claiming any interest in said property by way of purchase, redemption or verbal agreement of any kind whatsoever.

IT IS FURTHER agreed that the party of the first part shall rent to the party of the second part said premises for the sum of \$12.50 a month which shall be accepted by the party of the first part as rent on said premises and in lieu of interest on said purchase price and it is further agreed that should the party of the second part become delinquent in the payment of such rent and interest as stated for a period of more than thirty days the party of the first part may by proper notice to the party of the second part void said said agreement thereby cancelling the option of purchase.

WITNESS our hands and seals this 18 day of January, 1950.

(SIGNED) W. W. DAVISON

(SIGNED) LONNIE GREEN

Before me, C. LeNoir Thompson, a Notary Public in and for said County and said State personally appeared W. W. Davison and Lonnie Green, who being informed of the contents of the above instrument voluntarily executed same the day it bears date.

(SIGNED) C. LeNOIR THOMPSON
Notary Public

3.

That your Complainant did pay to the Respondent \$12.50 a month as provided in said agreement and that on December 30th your Complainant by his attorney, C. LeNoir Thompson, Bay Minette, Alabama, did notify the said Respondent by United States mail postage paid, that your Complainant was ready, willing and able to pay the required amount set forth in the lease-sale agreement and that the Respondent failed or refused to accept said purchase price set forth in said agreement.

PRAYER

Wherefore your Complainant prays that this Honorable Court will declare the said deed and purchase agreement to be a mortgage and will grant unto your Complainant, the right of redemption, the right to pay into this court for the account of respondent such money as this Honorable Court shall determine to be adequate and proper together with a lawful interest and if your Complainant is mistaken in the relief prayed for, then he prays for such other further or general relief to which he may be in equity and good conscience entitled and your Complainant will ever pray, etc.

(SIGNED) C. LeNOIR THOMPSON
Attorney for Complainant

WITNESS My hand and seal of this court this 29th day of January, 1951.

Reese J. Smith
Register of Circuit Court of
Baldwin County, Alabama.

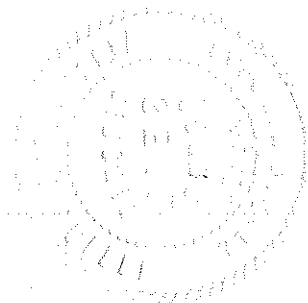
STATE OF ALABAMA, BALDWIN COUNTY

Filed 2-10-51..... 9A..M

Recorded Feb. 9..... book 5..... page 77-81

J. R. Smith
Judge of Probate

1-18-51



Bonnie Green,
43

N.W. Davison
63

5-28-81

P1.50

Mrs. Duck

LONNIE GREEN

COMPLAINANT

VS

W. W. DAVISON

RESPONDENT

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

~~Now comes the Respondent and for answer to the Complainant's~~
bill of complaint says:

1. He admits the allegations contained in paragraph one.
2. He admits the allegation contained in paragraph two that he is the owner in fee simple of the following described property situated in Baldwin County, Alabama, to-wit:

Lot 5 of East Douglasville an addition to Bay Minette Alabama, as recorded in Map Book one page 69, Baldwin County records.

He denies all other allegations contained in paragraph two and demands strict proof of the same, except that part thereof setting out the purchase agreement between the Complainant and the Respondent, which he admits.

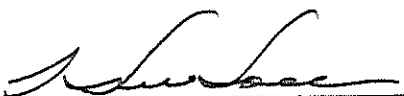
3. He admits the allegations contained in paragraph three that the Complainant rented the said property from the Respondent at TWELVE DOLLARS AND FIFTY CENTS (\$12.50) per month, but denies all other allegations contained therein.

4. And further answering the bill of complaint the Respondent says that he purchased the said property on January 17, 1950, from J. R. Brooks and Ruby Lois Brooks by warranty deed filed for record in the office of the Probate Judge of Baldwin County, Alabama, on January 17, 1950, and which is on record in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 148 pages 305-6;

That the said J. R. Brooks purchased the said property from Lonnie Green and wife by warranty deed dated August 18, 1948, and which is of record in Deed Book 133 pages 433-4 in the office of the Probate Judge of Baldwin County, Alabama.

That there was no agreement between the Respondent and the Complainant relative to said land other than the purchase agreement dated January 16, 1950, a copy of which is attached to the original bill of complaint; that the Complainant failed to comply with the

terms and conditions of the said purchase agreement, and the Respondent declared said agreement void, and cancelled the same.


Solicitor for the Respondent

2601

RECORDED

LONNIE GREEN

COMPLAINANT

VS

W. W. DAVISON

RESPONDENT

ANSWER

FILED

FEB 12 1951

MADE A DUCH, Clerk

STATE OF ALABAMA
BALDWIN COUNTY

You are hereby commanded to summon W. W. DAVISON, to appear and plead, answer or demur, within thirty days from the service hereof to the bill of complaint filed in the Circuit Court of Baldwin County, Alabama, in equity, by LONNIE GREEN, as Complainant, and against W. W. DAVISON, as Respondent.

WITNESS my hand this 26th day of January, 1951.

Alice J. French
Register

LONNIE GREEN

Complainant

VS

W. W. DAVISON

Respondent

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

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

Your Complainant, LONNIE GREEN, respectfully represents and shows unto your Honor and this Honorable Court as follows:

1.

That your Complainant and the Respondent are both bona fide residents of Baldwin County, Alabama and over twenty-one years of age.

2.

Comes your complainant and sheweth unto this honorable court that the complainant was the owner in fee simple of the following described property: Lot 5 of East Douglasville, an addition to Bay Minette, Alabama as recorded in Map Book 1, page 69, Baldwin County Records.

That it became necessary for the complainant to obtain a loan and that he did so with one J. R. Brooks giving him a warranty deed in lieu of a mortgage and that not being able to pay said loan when it became due that on January 17, 1950 your complainant arranged with the said respondent, W. W. DAVISON to take up said unpaid loan from the J. R. Brooks aforesaid under the following arrangement: That the said

respondent would pay at the instance and for the benefit of your complainant the sum of \$814.00 to the said J. R. Brooks and would take title to said property in the said respondent's name which was done with the understanding that the loan would be repaid on or before January 18, 1951 and as evidence of said agreement your complainant and the respondent entered into a lease-sale agreement, which in words and figures is as follows:

"STATE OF ALABAMA)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That W. W. DAVISON as party of the first part and LONNIE GREEN as party of the second part do hereby covenant and agree, as follows: That the party of the first part agrees to sell to the party of the second part the following described property:

Lot 5 of East Douglasville, an addition to Bay Minette, Alabama as recorded in Map Book 1, page 69, Baldwin County Records.

and the party of the second part agrees to buy said property at the convenience of the party of the second part provided the party of the second part pays the full and complete sum within a period twelve months from date at a price of \$814.80.

IT IS FURTHER agreed that if such option is not exercised within a twelve months period, the party of the second part waives his right to exercise this option, thereby releasing and quit claiming any interest in said property by way of purchase, redemption or verbal agreement of any kind whatsoever.

IT IS FURTHER agreed that the party of the first part shall rent to the party of the second part said premises for the sum of \$12.50 a month which shall be accepted by the party of the first part as rent on said premises and in lieu of interest on said purchase price and it is further agreed that should the party of the second part become delinquent in the payment of such rent and interest as stated for a period of more than thirty days the party of the first part may by proper notice to the party of the second part void said agreement thereby cancelling the option of purchase.

WITNESS our hands and seals this 18 day of January, 1950.

(SIGNED) W. W. DAVISON

(SIGNED) LONNIE GREEN

Before me, C. LeNoir Thompson, a Notary Public in and for said County and said State personally appeared W. W. DAVISON and LONNIE GREEN, who being informed of the contents of the above instrument voluntarily executed same the day it bears date.

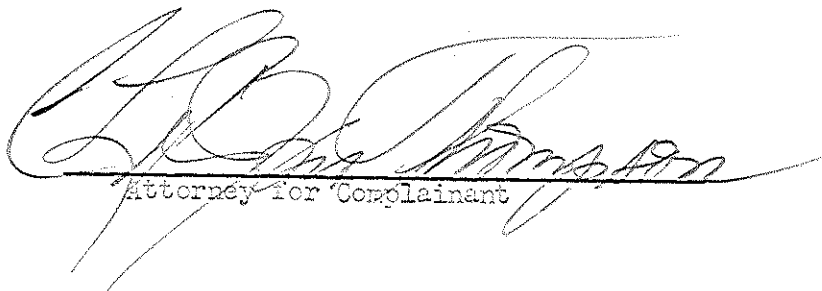
(SIGNED) C. LeNOIR THOMPSON
Notary Public "

3.

That your complainant did pay to the respondent \$12.50 a month as provided in said agreement and that on December 30th your complainant by his attorney, C. LeNoir Thompson, Bay Minette, Alabama, did notify the said respondent by United States mail postage paid, that your complainant was ready, willing and able to pay the required amount set forth in the lease-sale agreement and that the respondent failed or refused to accept said purchase price set forth in said agreement.

PRAYER

Wherefore your complainant prays that this honorable court will declare the said deed and purchase agreement to be a mortgage and will grant unto your complainant, the right of redemption, the right to pay into this court for the account of respondent such money as this honorable court shall determine to be adequate and proper together with a lawful interest and if your complainant is mistaken in the relief prayed for, then he prays for such other further or general relief to which he maybe in equity and good conscience entitled and your complainant will ever pray, etc.


Attorney for Complainant

2601
Louise Green

RECORDED

VS
W W Davidson

*Petition to have
Deed and Contract
declared a Mortgage*

FILED
JAN 26 1951
ALICE J. DUCK, Registrar

*from Law Office of
C. Lewis Thompson*

Received in Sheriff's Office
this 26 day of Jan, 1951
TAYLOR WILKINS, Sheriff

Received Jan 22 1951
by serving copy of within ^{*Petition*} Summons and
Complaint on

W. W. Davidson

Taylor Wilkins Sheriff

by H. F. Hall Deputy Sheriff

2601