

State of Alabama, BALDWIN County

I, Walter M. Lindsey, a Notary Public  
in and for said County and State, hereby certify that Will Gulley and Corine  
Gulley, his wife whose names are signed to the foregoing conveyance and who  
are known to me, acknowledged before me, on this day, that being informed of the contents of the  
conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of March, A. D. 1950

*Walter M. Lindsey*

State of Alabama, BALDWIN County

I, Walter M. Lindsey, a Notary Public  
in and for said County and State, do hereby certify that on the March day of 1950  
came before me the within-named Corine Gulley  
known to me to be the wife of the within-named Will Gulley  
who, being examined separate and apart from her husband, touching her signature to the within conveyance,  
acknowledged that she signed the same of her own free will and accord, and without fear, constraint or  
threats on the part of the husband

In Witness Whereof, I hereunto set my hand and official seal this 28 day of  
March, 1950

*Walter M. Lindsey*

STATE OF ALABAMA, BALDWIN COUNTY  
Filed 3/28/50 1:30 P.M.  
Recorded hook page  
and I certify that the following Privilege Tax  
has been paid.  
Deed Tax 50  
Mortgage Tax ---  
*J. H. Stuart*  
Judge of Probate  
By ---

WARRANTY DEED

FROM

3-27-50  
Willie Gulley 49

Corine Gulley

TO

W. H. Jackson 63

THE STATE OF ALABAMA

County

OFFICE OF JUDGE OF PROBATE

I hereby certify that the within deed was filed  
in this office for record on the --- day  
of ---, A. D. 19---  
at --- o'clock, --- M., and  
duly recorded in Book --- of Mortgages,  
page ---, and examined.

Judge of Probate.

Moore Printing Co.  
10-50 W. H. Jackson  
R. 105 13.7m.



WARRANTY DEED

Moore Printing Co., Bay Minette, Ala.

THE STATE OF ALABAMA  
Baldwin County

BOOK 150 PAGE 333

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of  
TEN DOLLARS (\$10.00) and other good and valuable considerations

to us in hand paid by W. W. Davison

the receipt whereof is hereby acknowledged, we, Will Gulley and Corine Gulley  
his wife

do grant, bargain, sell and convey unto the said

W. W. Davison

the following described lands situated in Baldwin County, Alabama, to-wit:

All that certain lot, parcel and piece of land situate, lying and being in the northwest quarter of the northwest quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of section twenty (20), township two south (T2S), range three east (3E), Baldwin County, Alabama, bounded and described as follows:

Commence at the northwest corner of section 20, T 2 S, R 3 E and run south along the west line of said section a distance of 266 feet to the point of beginning;

Run then east parallel to the north line of said section a distance of 655 feet;

Run thence south parallel to the west line of said section a distance of 133 feet;

Run thence west parallel to the north line of said section a distance of 655 feet to a point in the west line of said section;

Run thence north along said west line of said section a distance of 133 feet to the place and point of beginning; said tract of land above described and hereby conveyed having an area of approximately two (2) acres be the same more or less.

Will Gulley and Willie Gulley are the same person. Deed from Bay Minette Land Company showing grantee as Will Gulley, however, Willie Gulley is his correct name.



TO HAVE AND TO HOLD to the said W. W. Davison, his

heirs and assigns forever.

And we do covenant with the said W. W. Davison

that we are seized in fee of the above described premises; that we have the right to sell and convey the same; that the said premises are free from all incumbrances, and that we will, and our heirs executors and administrators shall forever WARRANT AND DEFEND the same to the said

W. W. Davison, his

heirs and assigns against the lawful claims of all persons whomsoever.

Witness our hand and seal this 27th day of March 1950

WITNESS:

Will Gulley L. S.

Corine Gulley L. S.

L. S.



THE STATE OF ALABAMA, { PROBATE COURT  
Baldwin County

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

that the within and foregoing Two pages

contain a full, true and complete copy of the Deed from

Will Gulley And Corine Gulley to W. W. Davison

as the same appears of record in my office in Deed Book No. 150

Page 333-4

Given under my hand and seal of office, this 18 day of April, 1951.

W R Stuart

Judge of Probate

WILLIE GULLEY

PETITIONER

VS

W. W. DAVISON

RESPONDENT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY. 2429

TO THE HONORABLE TELFAIR J. MASHBURN, JR., JUDGE OF THE TWENTY-EIGHTH  
JUDICIAL CIRCUIT IN EQUITY SITTING.

Comes Willie Gulley and respectfully shows unto this Honorable Court and presents this his bill of complaint. That your Petitioner is over the age of twenty-one and a resident of Baldwin County, Alabama, and has been more than twelve months next preceding. That the Respondent is over the age of twenty-one years and has resided in Baldwin County, Alabama, more than twelve months next preceding.

That on the 27th day of March, 1950, your Petitioner entered into an agreement with the Respondent, W. W. Davison, whereby the Respondent contracted to have erected a house on property then owned by your Petitioner and described as follows:

All of that certain Lot, parcel and piece of land situate, lying and being in the Northwest quarter of the Northwest quarter of Section 20, Township 2 South Range 3 East, Baldwin County, Alabama and described as follows: Commence at the Northwest corner of section 20 Township 2 South Range 3 East and run South along the west line of said section a distance of 266 feet to point of beginning; run thence East parallel to the North line of said section a distance of 655 feet; run thence South parallel to the West line of said section a distance of 133 feet; run thence west parallel to the North line of said section a distance of 655 feet to a point on the west line of said section; run thence North along said West line of said section a distance of 133 feet to the place and point of beginning; said tract of land above described and hereby having an area of approximately 2 acres to be the same, more or less.

That said Respondent required that your Petitioner give him a warranty deed to the above described lot as security for the money loaned, and provided, that the Respondent would have said dwelling erected on said lot.

That the terms of the agreement entered into by your Petitioner and the Respondent were: That the Respondent provide the funds whereby one Rufus Hale contracted and did erect a frame dwelling on the above described real property as follows: ~~Frame~~ the dwelling, floor it, roof it with roll roofing and put drop siding on the outside with one door and one window at each end and two windows on each side of said dwelling

leaving the inside unfinished. That the said Rufus Hale was to provide a bill of the material and for the labor required to the said Respondent, and to your Plaintiff, which was done.

That the moneys so expended were to be repaid in the amount of \$30.00 per month, paying \$15.00 twice a month according to the paydays at the Newport Industries. That said unpaid principal was to draw interest at the rate of 6% per annum.

That your Petitioner moved into the house as erected aforesaid and began payments as aforesaid during to-wit: the month of June, 1950.

That your Petitioner was informed by Rufus Hale at the time he took possession that the cost of erecting said unfinished building was \$330.00.

That shortly thereafter your Petitioner was informed by the Respondent that the cost of erecting said unfinished building was \$518.00 and on to-wit April 7th, your Petitioner was informed by the said Respondent that despite the payments made regularly since during to-wit; June, 1950 in the amounts of \$30.00 monthly, your Petitioner now owed a balance due on said unfinished building \$951.00.

WHEREFORE, your Petitioner prays that the said W. W. Davison be made a party to the proceeding and that he be required to appear, plead, answer, or demur to this bill for an accounting of the moneys expended in the erection of the house herein described upon the lands of your Complainant as herein described, and to further account for the moneys received by said Respondent to the account of your Complainant, within the time required by law and the rules and practices of this Honorable Court.

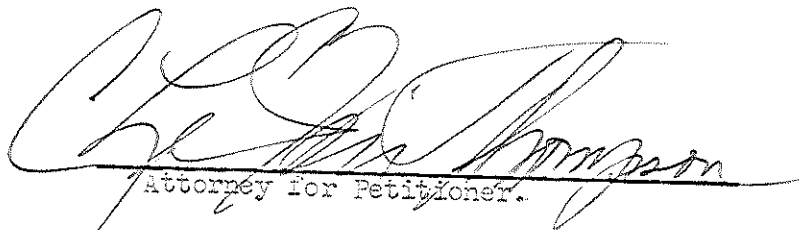
Your Petitioner further prays that the said W. W. Davison be required by order of this court to make full disclosure of the moneys expended in the erection of the dwelling house constructed by one Rufus Hale as the Agent, Contractor or Employee of said Respondent upon the lands described in this petition together with all payments received from your Complainant or on his behalf in payment of the moneys advanced or loaned by the said Respondent for the construction of said dwelling.

Your Petitioner further prays that this Honorable Court will declare the said conveyance copy of which is hereto attached to be a deed of

Trust or mortgage from your Petitioner to the Respondent and will decree that your Petitioner is, within a time stipulated by this Honorable Court, be entitled to redeem said property by paying into this Court an amount determined by this Honorable Court as due and payable to said Respondent.

Your Petitioner further prays that this Honorable Court may proceed to determine the rights or interest of a cestui qui trust whether express or implied, whether resulting or constructive arising out of the actions or transactions of the parties hereto.

Your Petitioner offers to do equity and prays for such other or different relief as in equity or good conscience he may be entitled to, and your Petitioner ever prays, etc.

  
Attorney for Petitioner.

Certified copy of said conveyance being hereto attached as  
"Exhibit A."

STATE OF ALABAMA  
BALDWIN COUNTY

Before me, Chas. W. Thompson, a Notary Public in and for said County in said State, personally appeared Willie Gulley, who is known to me, who being by me first duly sworn deposes and says that he is the Petitioner in the above and foregoing petition, that he is informed as to the allegations of the foregoing bill of complaint, and the allegations thereof wherever made as true are true.

Willie Gulley

Subscribed and sworn to before me this  
10th day of April, 1951.

Chas. W. Thompson  
Notary Public, Baldwin County, Alabama.

70 2629

WILLIE GULLEY

PETITIONER

VS

W. W. DAVISON

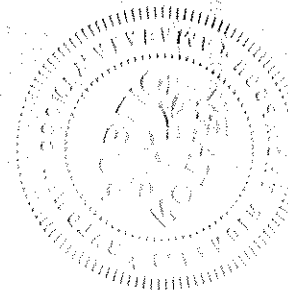
RESPONDENT

From the law offices of  
C. LeNoir Thompson  
Bay Minette, Alabama

FILED

APR 18 1951

ALICE A. BUCK, Register





SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

CIRCUIT COURT, BALDWIN COUNTY

BALDWIN COUNTY

No. 2629

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

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 complaint filed in  
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

W. W. DAVISON

, Defendant .....

by WILLIE GULLEY

, Plaintiff.....

Witness my hand this 18th day of April 1951

*Alvin J. ...*, Clerk

RECORDED

No. 2629 Page

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

WILLIE GULLEY

Plaintiffs

vs.

W. W. DAVISON

Defendants

SUMMONS and COMPLAINT

Filed 18th, April, 19 51

*Alvin H. Hensley* Clerk

C. LE NOIR THOMPSON

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

*April 19*, 19 *51*

*Taylor Walhins*, Sheriff

I have executed this summons

this *April 20*, 19 *51*

by leaving a copy with

*W. W. Davison*

*Taylor Walhins* Sheriff

*W. F. Hall* Deputy Sheriff

WILLIE GULLEY

COMPLAINANT

VS

W. W. DAVISON

RESPONDENT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 2629

Now comes the Complainant and demurs to the Complainant's bill of complaint, and for grounds thereof says:

1.


The Respondent demurs to that aspect of the complainant's bill in which he alleges that he entered into an agreement with the Respondent relative to the property therein, in that the complaint does not allege whether the agreement was oral or in writing.

2.

The Respondent demurs to that aspect of the bill relative to a contract involving the erection of a frame dwelling on the property in that the complaint does not allege whether the agreement was oral or in writing.

3.

That there is no equity in the bill.

  
Solicitor for the Respondent



2629

RECORDED

WILLIE GULLEY

COMPLAINANT

VS.

W. W. DAVISON

RESPONDENT

DEMURRERS

FILED

MAY 5 1954

ALICE H. DICK, Magistrate

2629