

LORENE OWENS,

Plaintiff,

Vs.

SAM CHILDRESS and  
CAROL CHILDRESS,

Defendants.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. \_\_\_\_\_

ANSWER

Comes now the Defendants Sam Childress and Carol Childress, by their attorney, Kenneth Cooper, Esquire, and for Answer to the Complaint heretofore filed in this cause, and to each and every count thereof, saith that the allegations contained, are untrue.

*Kenneth Cooper*  
ATTORNEY FOR DEFENDANTS

I hereby certify that I have served a copy of the foregoing Answer to Wilters, Brantley and Nesbit, Attorneys At Law, Roberts-dale, Alabama, by depositing a copy of same in United States mail, postage prepaid, at Bay Minette, Alabama, on this 25 day of October, 1966.

*Kenneth Cooper*  
ATTORNEY FOR DEFENDANTS

FILED

25 1966

ALICE J. NUCK, CLERK  
REGISTER

LORENE OWENS,	I	IN THE CIRCUIT COURT OF
Plaintiff	I	BALDWIN COUNTY, ALABAMA
VS	I	AT LAW
SAM CHILDRESS and	I	
CAROL CHILDRESS,	I	NO. <u>7080</u>
Defendants		

1.

The Plaintiff claims of the Defendants the sum of \$2500.00 as damages for and on account of the breach by Defendants of a certain covenant of warranty contained and embraced in a deed executed by the Defendants to the Plaintiff on the 16th day of February, 1966, acknowledged by Phyllis S. Nesbit, Notary Public, on the 16th day of February, 1966, and conveyed to the Plaintiff the following described property:

Beginning at the Southwest corner of the Southeast quarter of the Northeast quarter, Section 36, Township 5 South, Range 3 East, thence run East along the South line of said Southeast quarter of the Northeast quarter 270 feet to the point or place of beginning; thence continue East along said line 380 feet, more or less, to the West right-of-way of U.S. Highway #90, thence run North along the West right-of-way of U.S. Highway #90 235 feet to a point, thence run West 380 feet to a point, thence South 235 feet, more or less, to the point or place of beginning.

The Plaintiff avers that in and as a part of said deed the Defendants did covenant with Plaintiff that they were lawfully seized in fee simple of said premises, and that they had a good right to sell and convey the same to the Plaintiff, and did warrant to defend the title to the Plaintiff, her heirs and assigns, which warranty, covenant and agreement is breached by Defendants in that at the time of said conveyance the said Defendants did not hold the title or right in and to all of the above described land, and by reason of which the Plaintiff has been damaged in the sum of \$2500.00.

2.

The Plaintiff claims of the Defendants the sum of \$2500.00 as damages for and on account of the breach by Defendants of a certain covenant of warranty contained and embraced in a deed

executed by the Defendants to the Plaintiff on the 16th day of February, 1966, and acknowledged by Phyllis S. Nesbitt, Notary Public, on the 16th day of February, 1966, and conveying to the Plaintiff the following described land:

Beginning at the Southwest corner of the Southeast quarter of the Northeast quarter, Section 36, Township 5 South, Range 3 East, thence run East along the South line of said Southeast quarter of the Northeast quarter 270 feet to the point or place of beginning; thence continue East along said line 380 feet, more or less, to the West right-of-way of U.S. Highway #90, thence run North along the West right-of-way of U.S. Highway #90 235 feet to a point, thence run West 380 feet to a point, thence South 235 feet, more or less, to the point or place of beginning.

The Plaintiff avers that the said warranty, covenant and agreements have been broken in that the Defendants at the time of such conveyance were not in possession of, to-wit: the North 74 feet of the above described land and did not put the Plaintiff in possession of said land, to the damage of the Plaintiff in the aforesaid amount.

WILTERS, BRANTLEY & NESBITT

By: Phyllis S. Nesbitt  
Attorney for Plaintiff

Executed 8-1-66  
82.66

Layton Wilkins-Sher  
by H. F. Hall - REC

FILED

JUL 21 1966

ALICE L. DICK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon SAM CHILDRESS and CAROL CHILDRESS

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.....

SAM CHILDRESS and CAROL CHILDRESS....., Defendant.....

by .....

LORENE OWENS....., Plaintiff.....

Witness my hand this 21.....day of July.....19 66

Barbara J. Leuch....., Clerk

No. 7250 Page.....

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

LORENE OWENS

Plaintiffs

vs.

SAM CHILDRESS and

CAROL CHILDRESS

Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

JUL 21 1966

Clerk

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Rural Route  
Robertsville, Ala.

Received In Office

JUL 21 1966

19.....

TAYLOR WILKINS  
SHERIFF

Sheriff

I have executed this summons

this ..... 19.....

by leaving a copy with

*Sam Childress 8-1-66*  
*Carol Childress 8-2-66*

180

Two Cents per mile Total 10.00

TAYLOR WILKINS, Sheriff

BY *H. J. Hale*  
DEPUTY SHERIFF

*Taylor Wilkins* Sheriff

*H. J. Hale* Deputy Sheriff

*R. K. Hale*

LORENE OWENS,

PLAINTIFF,

VS

SAM CHILDRESS and  
CAROL CHILDRESS,

DEFENDANTS.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

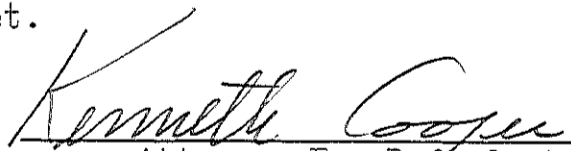
AT LAW

CASE NO. \_\_\_\_\_

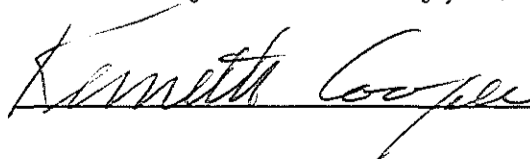
MOTION TO TRANSFER

Comes now the Defendants in above-styled cause, and respectfully makes known unto this Honorable Court that the issues involved in this proceeding involve more than a breach of covenant of warranty to that deed referred to in the Bill of Complaint in this cause; that instead, the real issue involved is the reformation of said deed referred to in said Complaint; that the discrepancies complained of in the Bill of Complaint by the Plaintiff were known of, or should have been known, by her prior to the payment of any money by Plaintiff to the Defendants; that the real issue is one which contains equity, and that this cause ought, and as a matter of right, should be transferred to the Equity Division of this Honorable Court. Wherefore, the

Premises Considered, your Defendants respectfully request that Your Honor set this motion down for hearing between the parties hereto prior to the scheduled hearing in this cause, and if sufficient cause be shown by your Defendants, then this matter be transferred to the equity docket.

  
Attorney For Defendants

I certify that I have mailed a copy of the foregoing MOTION TO TRANSFER to Wilters & Brantley, Attorneys At Law, Bay Minette, Alabama, by depositing the same in U. S. Mail, postage prepaid, at Bay Minette, Alabama, on this the 7th day of February, 1967.



LORENE OWENS,

Plaintiff,

vs.

SAM CHILDRESS and  
CAROL CHILDRESS,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7080

ORDER

The Defendants in the above styled cause made a motion to transfer this cause from the Law Side to the Equity Side of the Court and upon consideration of the same, the court is of the opinion that this matter should be tried on the Equity side of the court.

It is therefore, ORDERED, ADJUDGED and DECREED that this case be and the same is hereby transferred to the Equity side of the Court.

Done this the 14<sup>th</sup> day of February, 1967.

J. L. Fair  
Circuit Judge

FILED

FEB 16 1967

CLERK  
RECEIVED

LORENE OWENS,

Plaintiff,

Vs.

SAM CHILDRESS and  
CAROL CHILDRESS,

Defendants.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

CASE NO. \_\_\_\_\_

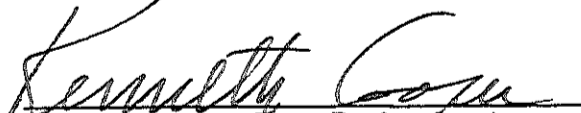
DEMURRER

Comes now the Defendants Sam Childress and Carol Childress, and demur to the complaint heretofore filed in this cause, and as grounds therefor assign the following, separately and severally, to each and every count thereof, to-wit:

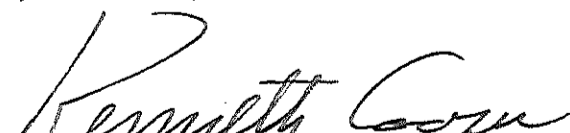
1. The Complaint is vague.
2. The Complaint is uncertain.
3. The Complaint fails to sufficiently describe how the Plaintiff has been damaged.
4. Count 2 of the Complaint fails to sufficiently describe that 74 feet portion of land allegedly not given to Plaintiff.
5. The Complaint fails to allege with certainty exactly what portion of land was not given to Plaintiff.
6. The Complaint fails to adequately describe the warranty, covenant or agreement relied upon by Plaintiff.

  
Attorney For Defendants

Defendants demand a trial by  
Jury in this cause.

  
Attorney For Defendants

I hereby certify that I have served a copy of the foregoing Demurrer to Wilters, Brantley and Nesbit, Attorneys At Law, Robertsdale, Alabama, by depositing a copy of same in United States mail, postage prepaid, at Bay Minette, Alabama, on this 4th day of August, 1966.

  
Attorney For Defendants

FILED  
SEP 6 1966  
ALICE L. DICK, CLERK  
REGISTER