

CIRCUIT COURT OF BALDWIN COUNTY

WRIT OF POSSESSION

JIM WALTER CORPORATION vs. FRANK CURRY and EARNESTINE CURRY,
CASE NO. 7216

STATE OF ALABAMA)

BALDWIN COUNTY)

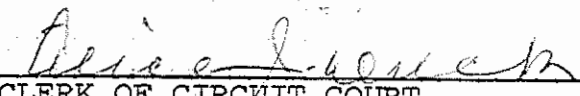
TO ANY SHERIFF OF SAID STATE - Greetings:

You are hereby commanded to deliver to Jim Walter Corporation possession of the lands and tenements which the said Jim Walter Corporation recovered of Frank Curry and Earnestine Curry by the judgment of our Circuit Court, held for the County of Baldwin on the 17th day of May, 1967 to-wit:

"The one acre joining on the West of the acre in the SE corner of the S 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 5 South, Range 3 East."

You are further commanded to make return of this writ and the execution thereof according to Law.

Witness my hand, this 12 day of July, 1967.


CLERK OF CIRCUIT COURT

NO. 7216 ✓ N.P.

Received 12 day of July 1967
and on 14 day of July 1967
I received a copy of the within writ of Poss.
on Frank Curry

My service on _____

TAYLOR WILKINS, Sheriff
By *Charles Childers*

Dept. moved 7/21/67

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
By *Charles Childers*
DEPUTY SHERIFF

cost \$5.50
Gibbons + Stokes

Jim Walter Corp

VS

Frank Curry
Leslie

Writ of Possession

MID-STATE HOMES, INC.)	IN THE CIRCUIT COURT OF
A Corporation,)	
)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	
)	AT LAW
VS.)	
)	
FRANK CURRY AND)	
EARNESTINE CURRY,)	
Jointly and Individually,)	
)	
Defendants.)	CASE NO. <u>7216</u>

C O M P L A I N T

COUNT ONE

The plaintiff sues to recover possession of the following tract of land in Baldwin County, Alabama:

The one acre joining on the West of the acre in the SE corner of the S 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 5 South, Range 3 East.

of which the plaintiff was in possession and upon which, pending such possession and before the commencement of this suit, the defendants entered and unlawfully withheld, together with \$1,000.00 for the detention thereof.

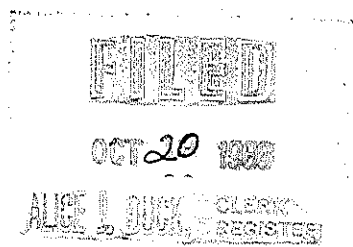
COUNT TWO

The plaintiff sues to recover the possession of the following tract of land in Baldwin County, Alabama:

The one acre joining on the West of the acre in the SE corner of the S 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 5 South, Range 3 East.

to which said tract of land the plaintiff has the legal title, and upon which tract of land, before the commencement of this suit the defendants entered and unlawfully withheld, together with \$1,000.00 for detention thereof.

GIBBONS & STOKES



BY E. Graham Gibbons
E. Graham Gibbons
Attorney for the Plaintiff

Since the plaintiff is a non-resident corporation, I
hereby hold myself liable for costs.

E. Graham Gibbons
E. Graham Gibbons
Attorney for the Plaintiff

Serve the defendants at:
General Delivery, Loxley, Alabama

FILED

JUL 20 1966

ALICE L. DUCK, CLERK
RECEIVED

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7216

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Frank Curry & Earnestine Curry, Jointly
& Individually

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 Frank Curry
and Earnestine Curry, Jointly & Individually, Defendant

by Mid-State Homes, Inc., a Corporation
Plaintiff

Witness my hand this 20th day of October 1966

Oliver J. Luck Clerk

Executed
Oct 21, 1966
Jas. Lee Williams Jr.
30 Harveys

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MID STATE HOMES, INC., A Corp.,

Plaintiffs

vs.

FRANK CURRY & EARNESTINE CURRY,

Jointly & Ind.

Defendants

SUMMONS AND COMPLAINT

Filed October 20, 1966

Alice J. Duck

Clerk

Gibbons & Stokes

P.O. Box 293 Plaintiff's Attorney
Mobile, Ala.

Defendant's Attorney

Defendant lives at

RECEIVED
Received In Office

OCT 20 1966 19

TAYLOR WILKINS, Sheriff

I have executed this summons

this Oct 31 1966

by leaving a copy with

Frank Curry &
Earnestine Curry

Sheriff claims 80

Ten Cents per mile Total 8.00

TAYLOR WILKINS, Sheriff

or W.D. Garner

Taylor Wilkins, Sheriff

W.D. Garner, Deputy Sheriff

Saxley

GIBBONS & STOKES

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
S. F. STOKES, III

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA, 36601

May 16, 1967

Mrs. Alice Duck, Clerk
Circuit Court
Baldwin County, Alabama
Bay Minette, Alabama

Re: Mid-State Homes, Inc. vs. Frank Curry, Case #7216

Dear Mrs. Duck:

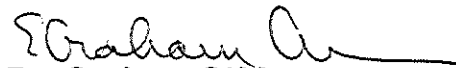
I represent Mid-State Homes, Inc. and am eligible for a default judgment against the above captioned individual in the cited case in circuit court of Baldwin County.

The only evidence necessary for judgment for the property are the three documents that I enclose herewith and it is my understanding that Judge Mashburn will render a default judgment without the necessity of my coming over there when the only evidence sufficient for judgment is documentation.

I would appreciate your bringing this case with the three exhibits I enclose to the Judge's attention and request a default judgment just for the property. I will waive all other damages and if you will forward to me the costs bill along with the judgment, I will remit the same.

If my understanding is not correct with regard to the rendering of a default judgment, then if you will let me know I will come over to Baldwin County. Thank you in advance for your attention to this matter.

Sincerely,



E. Graham Gibbons
Attorney for Mid-States Homes, Inc.

EGG:hc

EXHIBIT "A"

FOR ASSIGNMENT. SEE My BOOK 433 PAGE 301

Mobile
194

STATE OF ALABAMA

COUNTY OF Baldwin

BOOK 430 PAGE 432

Know All Men By These Presents, That FRANK CURRY AND EARNESTINE CURRY HIS WIFE

(hereinafter called "Mortgagor"), in consideration of the mutual covenants and conditions herein contained and of the indebtedness of the Mortgagor hereinafter described to JIM WALTER CORP.

(hereinafter called "Mortgagee"), does hereby grant, bargain, sell and convey unto the Mortgagee all that real property in the

LOXLEY AREA

County of BALDWIN

State of Alabama, described as follows:

The One Acre joining on the West of the Acre in the SE Corner of the S 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 5 South, Range 3 East.

STATE OF ALABAMA
BALDWIN COUNTY

I certify that this instrument was filed and the following tax collected on

SEP 23 1963 8:00

Dated \$ 8.40
430
432-33
Judge of Prob
118

Together with all buildings, structures and other improvements and all fixtures now on said land or that may hereafter be erected or placed thereon, all rents, issues, income and profits therefrom, and all and singular the rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee, its successors and assigns forever.

PROVIDING ALWAYS, and these presents are upon the express condition, that if the Mortgagor shall well and truly pay to the Mortgagee one certain promissory note, even date herewith, made by Mortgagor to Mortgagee in the principal amount of FIVE THOUSAND FIVE HUNDRED FIFTY EIGHT DOLLARS payable in monthly installments of \$ 28.60 each, the last installment being due and payable OCTOBER 15 1975, and if the Mortgagor shall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force and effect.

Upon default in the payment of any installment of principal on said note or upon default in the performance of any of the covenants and agreements herein contained, the Mortgagee may declare the entire principal sum of said indebtedness immediately due and payable, and the Mortgagor hereby vests the Mortgagee, its successors, agents or assigns, with full power and authority, upon the happening of any such default, to take possession of the premises hereby conveyed and to sell said property at public outcry at the front door of the Court House of said County, for cash to the highest bidder, after first giving thirty days' notice of the time, place and terms of the sale, together with a description of the property to be sold, by publication once a week for four consecutive weeks in a newspaper published in said County; to make proper conveyance to the purchaser in the name of the Mortgagor; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said principal indebtedness, whether due or not, together with the unpaid interest thereon, if any, to the date of sale, and any amount that may be due the Mortgagee by virtue of any special liens herein declared; and third, the balance, if any, to pay over to the Mortgagor, his successors or assigns.

And except as herein provided, the Mortgagor hereby covenants with the Mortgagee and with the successors and assigns of the Mortgagee that the Mortgagor is seized of an indefeasible estate in fee simple in and to the above described property, is in the peaceable possession thereof, and has a good and lawful right to mortgage and convey the same; that said property is free from all encumbrances except as herein provided, and that the Mortgagor hereby warrants and will forever defend the title to said property unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

The conveyance of the above described property and all warranties of the Mortgagor hereunder (whether express or statutory) are made subject to the lien of taxes hereafter falling due. The Mortgagor hereby waives all claim to any exemption of personal property or homestead under the Laws of Alabama on the debt hereby secured, until the same is fully paid.

And the Mortgagor further expressly agrees and covenants:

To pay said note and the installments of principal thereon, when they respectively fall due;

To pay promptly all taxes, assessments, liens, or other charges which may be, or become, effective against said property regardless of whether or not the same may be excepted from the warranties hereinabove, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith;

To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire and lightning and against hazards covered by the form of insurance contract generally known as "extended coverage", and also the form of coverage known as "all physical loss" if required by the Mortgagee, by policies issued by good and solvent insurance companies approved by the Mortgagee, which policies shall be deposited with the Mortgagee and shall provide that loss, if any, shall be payable to the Mortgagee as the Mortgagee's interest may appear, such policies to be in such amounts, in an amount not less than the principal amount of the note aforesaid, as may be required by the Mortgagee.

That the Mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the Mortgagee will pay all reasonable costs, expenses, and attorney's fees thus incurred; and said costs, expenses, and attorney's fees, and any other sum or sums due the Mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.

That if the Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said property.

That in the event of litigation arising over the title to, or possession of, said property the Mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by these presents, on said property.

That at any sale under the power herein the Mortgagee may bid for and purchase said property for a cash price and in the event the Mortgagee should become the purchaser, it said sale, either the mortgagee or the Mortgagee may execute a deed to the Mortgagee in the name of the Mortgagee.

That the word "Mortgagee" whenever herein used, shall include all mortgagees herein named and their successors, executors, administrators, successors and assigns, and the word "Mortgagee" whenever herein used, shall include all persons herein named, and their respective heirs, executors, administrators, successors and assigns. The masculine gender wherever herein used, shall mean and include the appropriate feminine or neuter pronoun. Whenever herein used the singular shall include the plural, and the plural number shall include the singular.

WITNESS the hand and seals of the Mortgagee, this 3 day of September, A.D. 1966.

X Franklin
X Glenn

Signed, sealed and delivered in the presence of:

RC May

THE STATE OF ALABAMA COUNTY Baldwin

M. C. Peach a Notary Public, in and for said State At Large
certify that Franklin Curry and Ernest Curry, his wife
whose name 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 hand and seal this 3 day of Sept, A.D. 1966.

M-840
R-326
11-66

Notary and Expires
12, 1967

M. C. Peach
Notary Public, State of Alabama
County of Baldwin

STATE OF ALABAMA)
COUNTY) SS

I HEREBY CERTIFY that this instrument was filed for record on the _____ day of _____

A.D. 19____, at _____ o'clock ____ M. I FURTHER CERTIFY that the revenue tax of \$_____ has been paid.

Recorded: Mortgage Book _____ Page _____ No. _____

JUDGE OF PROBATE

RETURN TO:
JIM WALTER CORP.
P. O. BOX 9128
TAMPA 4, FLA.

STATE OF ALABAMA

Baldwin County

PROBATE COURT

I, HARRY D'OLIVE, Judge of 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 Mortgage from Frank and Earnestine Curry,
to Jim Walter Corp., recorded in Mortgage Book 430, pages 432-433

as the same appears of record in my office.

Given under my hand and seal of office, this 2nd day of March, 19 67.

Harry D'Olive

Judge of Probate

By

John Allen
Chief Clerk

Mobile
Assignment of Mortgage - Alabama - Jim Walter Corporation

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH }

Know All Men By These Presents, That the undersigned JIM WALTER CORPORATION, a corporation existing under the laws of the State of Florida, in consideration of the sum of Ten Dollars and other good and valuable considerations in hand paid by MID-STATE HOMES, INC. does hereby sell, convey, transfer, assign and assign unto the said MID-STATE HOMES, INC. heirs, successors and assigns forever, that certain mortgage dated the 3rd day of September, 1963, made by Frank Curry & Earnestine Curry, his wife as mortgagor, to the said Jim Walter Corporation, as mortgagee, covering the following described real property situated in the County of Baldwin, State of Alabama, to-wit:

The One acre joining on the West of the Acre in the SE Corner of the S 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 5 South, Range 3 East.

and which said mortgage is recorded in Mortgage Book 430, page 432-433, of the Probate Court records of Baldwin County, Alabama, and is hereby expressly referred to and made a part hereof, together with the indebtedness thereby secured and all of its right, title and interest in and to the property therein described.

TO HAVE AND TO HOLD unto the said MID-STATE HOMES, INC. its heirs, successors and assigns forever.

IN WITNESS WHEREOF, the undersigned Jim Walter Corporation has caused these presents to be executed by causing its corporate name to be signed and its corporate seal affixed hereto by J. W. Walter as its President, and by causing A. F. Saraw as Secretary of the corporation, to attest the same, both said officers being hereunto duly authorized, all as of this the 23rd day of September, 1963.

Attest:

JIM WALTER CORPORATION

(CORPORATE SEAL)

STATE OF ALABAMA
BALDWIN COUNTY By:

Secretary

I certify that this instrument was filed on

President

OCT 11 1963

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH }

and that no fee was collected recorded in Book 433, Page 301, of Probate

I, Daisy B. Collins

Notary Public in and for said County in said State, do hereby certify that

J. W. Walter

and

A. F. Saraw

whose names as President and Secretary, respectively, of Jim Walter Corporation, a Florida corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full power and authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and notarial seal this 23rd day of September, 1963.

Notary Public, State of Florida at Large

My Commission Expires:
(SEAL)

Notary Public, State of Florida at Large
My Commission Expires Aug. 2, 1965
Bonded by American Surety Co. of N. Y.

EXHIBIT "B"

STATE OF ALABAMA
Baldwin County

PROBATE COURT

I, HARRY D'OLIVE, Judge of 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 from Jim Walter Corp. to
Mid-State Homes, Inc., recorded in Mortgage Book 433, page 301

as the same appears of record in my office.

Given under my hand and seal of office, this 2nd day of March, 19 67.

Harry D'Olive
Judge of Probate

By Jim Allen
Chief Clerk

EXHIBIT "C"

FORECLOSURE DEED

STATE OF ALABAMA
BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, heretofore on, to-wit: 3rd day of September 1963, FRANK CURRY AND EARNESTINE CURRY, his wife executed a certain mortgage on the property hereinafter described to Jim Walter Corporation which said mortgage is recorded in Book 430, Page 432-433, in the Probate Office of Baldwin County, Alabama; and,

WHEREAS, in and by said mortgage the mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property before the Courthouse door of said County, giving notice of the time, place, and terms of said sale in some newspaper published in said County, by publication once a week for consecutive weeks prior to said sale at public out-cry for cash, to the highest bidder, and said mortgage provided that in case of sale under the power and authority contained in same, the mortgagee or any person conducting said sale for the mortgagee was authorized to execute title to the purchaser at said sale; and it was further provided in and by said mortgage that the mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and,

WHEREAS, said mortgage with the powers therein contained was duly assigned to Mid-State Homes, Inc. on the 23rd day of September, 1963; and,

WHEREAS, default was made in the payment of the indebtedness secured by said mortgage, and the said assignee did declare all of the indebtedness secured by said mortgage due and payable and said mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said mortgage by publication in the The Baldwin Times, a newspaper published in Baldwin County, Alabama, and of general circulation in Baldwin County, Alabama, in its issues of August 18, 1966; August 25, 1966, September 1, 1966 and September 8, 1966

WHEREAS, on September 16, 1966, the day on which the foreclosure was due to be held under the terms of said notice, between the legal hours of sale, said foreclosure was duly and properly conducted, and Mid-State Homes, Inc., as assignee of said mortgage, did offer for sale and sell at public outcry in front of the door of the Courthouse in Baldwin County, Alabama, the property hereinafter described; and,

WHEREAS, E. Graham Gibbons was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the Mid-State Homes, Inc.; and,

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Mid-State Homes, Inc., in the amount of Four Thousand Six Hundred Forty Seven and 55/100 --Dollars, which sum of money offered to credit on the indebtedness secured by said mortgage and said property was thereupon sold to Mid-State Homes, Inc.

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of \$4,647.55 on the indebtedness secured by said mortgage, the said Mid-State Homes, Inc. by and through E. Graham Gibbons as Auctioneer conducting said sale and as attorney in fact for Mid-State Homes, Inc. and the said E. Graham Gibbons as Auctioneer conducting said sale, do hereby GRANT, BARGAIN, SELL, AND CONVEY unto the said Mid-State Homes, Inc., the following described property situated in Baldwin County, Alabama, to-wit:

The One Acre joining on the West of the Acre in the SE Corner of the S 1/2 of the NW 1/4 of the SE 1/4 of the SE 1/4 of Section 8, Township 5 South, Range 3 East.

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

SEP 16 1966 3PM

and that no tax was collected. Recorded in

Book 320
Page 227
Judge of Probate
By

TO HAVE AND TO HOLD THE above described property unto Mid-State Homes, Inc., its heirs and assigns forever, subject however, to the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama.

BOOK 370 PAGE 222

IN WITNESS WHEREOF Mid-State Homes, Inc. has caused this instrument
to be executed by and through E. Graham Gibbons as Auctioneer conducting this said sale, and
as attorney in fact, and E. Graham Gibbons as Auctioneer conducting said sale has hereto set his hand
and seal on this the 16th day of September, 1966.

BY

E. Graham Gibbons
E. Graham Gibbons as Auctioneer

and Attorney in Fact

E. Graham Gibbons
E. Graham Gibbons as Auctioneer

conducting said sale.

STATE OF ALABAMA

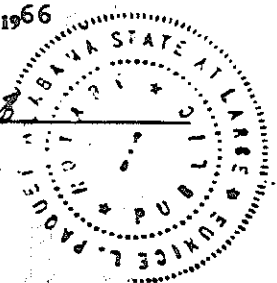
Mobile COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that E. Graham
Gibbons, whose name as Auctioneer and Attorney in Fact for Mid-State Homes, Inc.
is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed
of the contents of the conveyance, he, in his capacity as said Auctioneer and Attorney in Fact, with full authority, exe-
cuted the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 16th day of September

1966

Emice L. Paget
Notary Public
State at Large



R-1-50

Return To:

Gibbons & Stokes
PO Box 293
Mobile

BACK 370 PAGE 223

STATE OF ALABAMA }

Baldwin County

PROBATE COURT

I, HARRY D'OLIVE, Judge of 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 Foreclosure Deed from Frank and
Earnestine Curry to Mid-State Homes, Inc., recorded in Deed Book 370,
pages 222-223

as the same appears of record in my office.

Given under my hand and seal of office, this 2nd day of March, 1967.

Harry D'Olive
Judge of Probate

By [Signature]
Chief Clerk