

PLEA IN ABATEMENT

JOE SCHNEIDER

COMPLAINANT

VS

H. C. JORDON AND FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION,  
OF Mobile, a corporation,

RESPONDENTS

Q

Q

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Q

Q

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 3225

Comes now the Respondent, H. C. Jordan in the above styled cause and files this his plea in abatement to the Complainant's complaint and for grounds thereof shows unto your Honor as follows:

1.

The bill of complaint sets out the Respondent's name as H. C. Jordan wherein truth and fact his name is H. C. Jordan; that he has always been known by the name of H. C. Jordan and never been known by the name of H. C. Jordon: for this mis nomer your Respondent prays that this suit be atated.

H. C. Jordan  
H. C. Jordan

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me the undersigned authority, H. C. Jordan who being by me first duly sworn, deposes and says that he has read the foregoing petition; that it is true and correct.

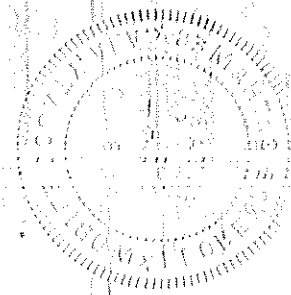
Florence G. James

Sworn to and subscribed before me on this the 8 day of June, 1954.

Florence G. James  
Notary Public, Baldwin County, Alabama  
and State of Ala  
Com. Expires May 1955

3220

FILED  
JUN 10 1954  
U.S. DEPT. OF JUSTICE, Register



JOE SCHNEIDER,

Complainant

vs.

H. C. JORDON and FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION,  
of Mobile, a corporation,

Respondents

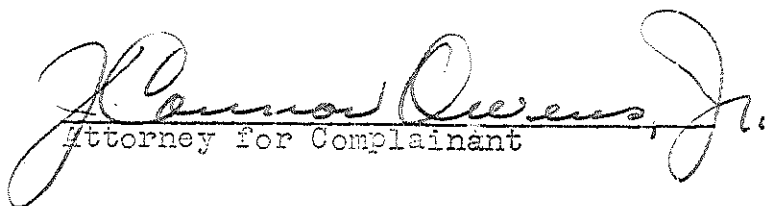
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 3225

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY  
AND TO THE HONORABLE H. M. HALL, JUDGE THEREOF.

Now comes the Complainant, Joe Schneider, by his attorney, and amends his bill of complaint in the above styled cause so that the name of the Respondent, H. C. Jordon shall read H. C. Jordan, and alleges that the true and correct name of the Respondent is H. C. Jordan. Further that this bill of complaint be amended so that the same shall read H. C. Jordan wherever H. C. Jordon appears.

  
Attorney for Complainant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY            NO, 3225

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JOE SCHNEIDER,

Complainant

vs.

H. C. JORDON and FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION,  
of Mobile, a corporation,

Respondents

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AMENDMENT OF COMPLAINT

**FILED**

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JUL 15 1954

FILED

~~ALICE J. DUCK, Register~~

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J. CONNOR OWENS, JR.  
ATTORNEY AT LAW  
BAY MINETTE, ALABAMA

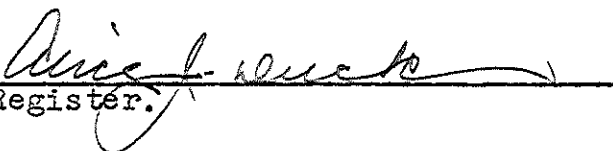
STATE OF ALABAMA  
BALDWIN COUNTY

IN THE CIRCUIT COURT - IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon H. C. Jordon and the First Federal Savings and Loan Association of Mobile, a corporation, 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 Joe Schneider as complainant, against H. C. Jordon and the First Federal Savings and Loan Association of Mobile, a corporation, as Respondents.

Witness my hand this 29<sup>th</sup> day of March, 1954.

  
Register.

JOE SCHNEIDER,

Complainant

vs.

H. C. JORDON AND FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION,  
of Mobile, A Corporation,

Respondents

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY NO. \_\_\_\_\_.

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY,  
AND TO THE HONORABLE H. M. HALL, JUDGE THEREOF.

Now comes the Complainant, Joe Schneider, by his attorney, and respectfully shows unto Your Honor and unto this Honorable Court the following:

ONE:

That your Complainant is over the age of 21 years and is a citizen of Baldwin County, Alabama, his more particular address being Fairhope, Alabama, and that he has been a bulldozing contractor in said County for more than a year before the filing of this Bill of Complaint; that the residence of the Respondent, H. C. Jordon, is Fairhope, Alabama, and that the address of the Respondent, First Federal Savings and Loan Association of Mobile, a Corporation, is Mobile, Alabama.

TWO:

That during the month of to-wit, August, 1953, the Complainant and Respondent, H. C. Jordon, entered an agreement whereby the Complainant was to clear certain lands belonging to the Respondent for \$12.50 an hour; that the Complainant in accordance with the terms of said agreement did clear the lands hereinafter described in Paragraph Three of trees, stumps, undergrowth, and other vegetation and do all those things agreed upon; that the total time expended by the Complainant in the clearing of said land was 174 hours and that said work and labor was completed on September 30, 1953; that there was then and there due to the Complainant from the Respondent the total sum of \$2175.00; that since the last mentioned date the Respondent, H. C. Jordon, has paid to the Complainant the sum of \$175 under the terms of the contract aforesaid, leaving a balance due to the Complainant of \$2000.00; that although your Complainant has in all respect complied with the terms of the contract referred to above, the Respondent has refused and continues to refuse to pay to the Complainant the amount due him and agreed upon under

the said contract.

THREE:

That said improvements were made by your Complainant, as original contractor, upon the following described parcels of land situated in Baldwin County, Alabama, to-wit:

Parcel "A"

From the SE corner of the SW $\frac{1}{4}$  of Section 30, T6S, R2E, run thence West 10 chains to the SE corner of a tract of land known as Lot No. 6, N. A. YUILLE survey and north 12 chains 8 links to a fence corner for a point of beginning, thence north 7.84 chains to a stake, thence West 10 chains to a stake, thence South 11.70 chains to the other end of the aforesaid fence, thence North 69° East 10.69 chains along the fence to the point of beginning, containing 9.77 acres.

Parcel "B"

Beginning at the SE corner of the SW quarter of Sec. 30, T6S, R2E, run thence West 20 chains, thence North 8.22 chains, thence North 69° East 10.60 chains, thence North 7.84 chains, thence East 10 chains, thence South 19.92 chains to a place of beginning in Sec. 30, T6S, R2E, and containing 30.07 acres, more or less.

Parcel "C"

Begin at center of Sec. 30, T6S, R2E, run east 1050.7 feet; thence South 296 feet; thence East 296 feet; thence north 296 feet; thence east 671.8 feet; thence South 2646.2 feet; thence West 671 feet; thence North 418 feet; thence West 627 feet; thence South 418 feet; thence West 420.5 feet; thence North 296 feet; thence West 296 feet; thence North 1614.7 feet to a point of beginning, being in the SE $\frac{1}{4}$  of Sec. 30, T6S, R2E, and containing 110 acres, more or less.

That said parcels of land described herein are owned by H. C. Jordon of Fairhope, Alabama, the Respondent herein.

FOUR:

That subsequently, to-wit: October 16, 1953, the Respondent executed a mortgage, said mortgage being recorded in Mortgage Book 228, P.P. 593-6, in the Office of the Judge of Probate, Baldwin County, Alabama, by which he pledged the parcels of land so described in this bill, with other property belonging to the Respondent, to the First Federal Savings and Loan Association of Mobile, Alabama, a corporation, for the sum of \$36,000.00; that said improvements made by your Complainant at the request of the Respondent upon the said land were completed prior to the execution of said mortgage.

FIVE:

That on the 20th day of March, your Complainant, by and through his attorney, J. Connor Owens, Jr., filed the following statement in writing which is filed in Lien Book 5, pp. 21-22, in the Office of the Judge of Probate of Baldwin County, Alabama:

Now comes Joe Schneider, by his attorney, and files this statement in writing verified by the oath of J. Connor Owens, Jr., attorney for Joe Schneider, who has personal knowledge of the facts herein set forth:

That the said Joe Schneider claims a lien upon the following property situated in Baldwin County, Alabama, to-wit:

Parcel "A"

From the SE corner of the SW $\frac{1}{4}$  of Section 30, T6S, R2E, run thence West 10 chains to the SE corner of a tract of land known as Lot No. 6, N. A. YUILLE survey and north 12 chains 8 links to a fence corner for a point of beginning, thence North 7.84 chains to a stake, thence West 10 chains to a stake, thence South 11.70 chains to the other end of the aforesaid fence, thence North 69° East, 10.69 chains along the fence to the point of beginning, containing 9.77 acres.

Parcel "B"

Beginning at the SE corner of the SW quarter of Sec. 30, T6S, R2E, run thence West 20 chains, thence North 8.22 chains, thence North 69° East 10.60 chains, thence North 7.84 chains, thence East 10 chains, thence South 19.92 chains to a place of beginning in Sec. 30, T6S, R2E, and containing 30.07 acres, more or less.

Parcel "C"

Begin at center of Sec. 30, T6S, R2E, run east 1050.7 feet; thence South 296 feet; thence East 296 feet; thence North 296 feet; thence East 671.8 feet; thence South 2646.2 feet; thence West 671 feet; thence North 418 feet; thence West 627 feet; thence South 418 feet; thence West 420.5 feet; thence North 296 feet; thence West 296 feet; thence North 1614.7 feet to the point of beginning, being in the SE $\frac{1}{4}$  of Sec. 30, T6S, R2E, and containing 110 acres, more or less.

That this lien is claimed, separately and severally, as to all parcels for improvements on the said land.

That said lien is claimed to secure an indebtedness of \$2000.00, after deducting all just credits, with interest, from to-wit: the 30th day of September, 1953, for the improving of said lands described by stumping, raking, and doing all things necessary to clear said land of trees, stumps, brush and undergrowth and other vegetation.

The name of the owner or proprietor of the said property is H. C. Jordon of Fairhope, Alabama.

Joe Schneider

By. J. Connor Owens, Jr.  
Attorney



Before me, Lila S. Glover, a Notary Public in and for Baldwin County, State of Alabama, personally appears J. Connor Owens, Jr., who being duly sworn doth depose and say, that he has personal knowledge of the facts and foregoing statement of lien and that the same are true and correct to the best of his knowledge and belief.

J. Connor Owens, Jr.

Subscribed and sworn to before me on this 20th day of March, 1954.

Lila S. Glover  
Notary Public, Baldwin Co., Ala.

SIX:

The Complainant claims of the Respondent, H. C. Jordon, \$2000.00 due from him by account on the 30th day of September, 1953, which sum of money with interest thereon is still unpaid.

SEVEN:

The Complainant claims of the Respondent, H. C. Jordon, the sum of \$2000.00 for work and labor performed by the Complainant at the request of the Respondent, which sum of money with interest thereon from September 30, 1953, is still unpaid.

PRAAYER FOR PROCESS:

The premises considered your Complainant prays that H. C. Jordon, and the First Federal Savings and Loan Association of Mobile, a corporation, to be made parties Respondent to this proceedings and that they be required to appear and answer or demur to this Bill of Complaint within the time allowed by law.

PRAAYER FOR RELIEF:

The Complainant prays that this Court will, on the final hearing of this cause enter an appropriate order or decree ascertaining the amount due by the Respondent, H. C. Jordon, to the Complainant under the terms of the above noted contract and will render a decree against the Respondent, H. C. Jordon, and in favor of the Complainant in said amount. Your Complainant further prays that Your Honor will fix and establish a lien on the above described real estate to secure the payment of any amount due by the Respondent, H. C. Jordon, to the Complainant.

Your Complainant further prays that this Honorable Court establish a priority of the Complainant's lien upon said real estate over that certain mortgage executed by the respondent, H. C. Jordon, on the 16th day of October, 1953, and recorded in Mortgage Book 228 at Pages 593-6 in the Office of the Judge of Probate of Baldwin County, Alabama, and that if the said amount is not paid by the Respondent, H. C. Jordon, within a time to be specified by the court that the above described property be sold to satisfaction of said lien. The Complainant further prays for each other, further and different relief to which, in equity, he might be entitled and which will be meet and proper.

Joe Schneider

By *J. Connor Owens, Jr.*  
His Attorney

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned Notary Public in and for said State and County, came J. Connor Owens, Jr., who being duly sworn by me doth depose and say that he is Solicitor for the Complainant in the foregoing cause of Joe Schneider vs. H. C. Jordon and the First Federal Savings and Loan Association of Mobile, a corporation, in the Circuit Court of Baldwin County, Alabama, in Equity: That the affiant has read and knows the allegations made in the said petition; that he is informed that the allegations made therein are true, and upon such issue and belief says that the material alleged in the foregoing petition is true.

Sworn to and subscribed before me this the 29<sup>th</sup> day of March, 1954.

*Lisa A. Glover*  
Notary Public, Baldwin Co., Ala.

