EXHIBIT A

Gavin Realty Company, Inc.

OFFER TO PURCHASE

704 N. Wilson Ave. Prichard, Ala. Phone 457-8676
U. S. HWY. 31-P. O. BOX 315-SPANISH FORT, ALABAMA

Date May 31, 19[illegible]

I/We do hereby agree to pay the sum of $[illegible].00 for the following described real property situated in Baldwin County, Alabama

Home to be built on Lot 40, Wilson Heights S/D, Seventh Unit, as per Mr. [illegible]'s home on Lot #33, Wilson Heights S/D, Seventh Unit with the following changes: 1-Bathroom in lieu of [illegible]

SUBJECT TO THE FOLLOWING TO-WIT:

Builder taking our two houses in as trade and allowing us $19,173.00 for them. Trade-in houses located at Lot 10, Block 1, Oak Drive Court and Lot 9, Block 1, Oak Drive Court, Mobile County, Alabama.

As an earnest money deposit on this purchase, I/We tender herewith the sum of $[illegible] to be held in escrow by you pending the closing of the sale. At the time of closing said deposit is to be applied toward purchase cash payment. However, in the event that I/We should fail to complete the purchase of the property [illegible] merchantable title, the owner may, at his election, declare this offer null and void and of no further effect, in which event the above deposit will be retained as liquidated damages for the breach of this contract, time being the essence thereof, said deposit to be divided equally between owner and Gavin Realty Company Inc.

The Purchase Price specified above is to be paid in the following manner: Lot 10, Block 1, Oak Drive Court when house is blocked in and windows and doors are installed.
Lot 9, Block 1, Oak Drive Court, at closing plus cash $4,[illegible].00 paid by Mr. & Mrs. Bailey.
Mr. & Mrs. Bailey to pay closing costs.

The seller is to furnish a full warranty deed; title is to be conveyed subject to any outstanding restrictions or easements but entirely free from all other encumbrances except those specifically assumed by me/us; taxes and rents to be prorated as of date of conveyance.

It is particularly understood that:

1. If this offer is not accepted or if the owner cannot make merchantable title, my/our deposit is to be refunded in full.
2. If title insurance is required the cost thereof is to be borne by the ______
3. If this offer is not accepted in writing it will become null and void after Closing costs Buyer ____ days from date.
4. Title to above mentioned property to be taken in following name/s:

EDWARD C. BAILEY AND EDNA E. BAILEY
[illegible] Survivorship [illegible]

5. In the event sale is not completed on a VA Loan through no fault of this own, all earnest money will be refunded in full.
6. On VA Loan, possession to be had 30 days after receipt of validated compliance and inspection report.
7. [illegible] proposed construction to begin within approximately 30 days, and completion within approximately 120 [illegible]
8. It is agreed and understood that Buyer and Seller will close within 48 hours upon being notified, failure to close on the part of either party [illegible]

It is expressly agreed, that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the seller has delivered to the purchaser a written statement [illegible] Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than $______ which statement the seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the seller.

The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

This contract constitutes the entire agreement between the parties hereto. Any other agreements not set out herein shall not be binding to parties hereto.

Witness______________________

______________________ (Purchaser)
EDWARD C. BAILEY

______________________ (Purchaser)
EDNA E. BAILEY

______________________ Phone

The above offer is hereby accepted on the terms and conditions outlined therein and I/We agree to pay Gavin Realty Co., Inc. a sales commission of ____ % of the gross sales price.

Date______________________

[illegible] REALTY, INC.

BY: ______________________
PRESIDENT

P. O. DRAWER A-J

RICHARD C. LACEY
ATTORNEY AT LAW
FAIRHOPE, ALABAMA 36532

TELEPHONE 928-2373

September 27, 1967

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Re: Howard C. Bailey & Edna E. Bailey
Vs.
G. H. & W. Home Builders, Inc.

Dear Mrs. Duck:

Please have the enclosed Bill of Complaint served on G. H. & W. Home Builders, Inc.

Thank you.

Sincerely,

Richard C. Lacey

Richard C. Lacey (mt)

RCL:mt

Encls.

P. O. DRAWER A-J

RICHARD C. LACEY
ATTORNEY AT LAW
FAIRHOPE, ALABAMA 36532

TELEPHONE 928-2373

September 18, 1968

MRS. ALICE J. DUCK
Circuit Clerk
Court House
Bay Minette, Alabama

RE: Bailey vs. G. H. & W. Home Builders

Dear Mrs. Duck:

Please find amended complaint in subject matter enclosed and file.

Sincerely,

Richard C. Lacey

RICHARD C. LACEY

RCL/dt
Encls.

P. O. DRAWER A-J

RICHARD C. LACEY
ATTORNEY AT LAW
FAIRHOPE, ALABAMA 36532

TELEPHONE 928-2373

September 30, 1968

Mrs. Alice J. Duck
Circuit Clerk
Circuit Court
Bay Minette, Alabama

RE: Bailey vs. G. H. & W. Home Builders
Case No. 7775

Dear Mrs. Duck:

I am enclosing Exhibit A that should have been attached to the amended Bill of Complaint in subject case.

Sincerely,

Richard C. Lacey

RICHARD C. LACEY

By dt

RCL/dt
encls.

FILED
OCT 2 1968
ALICE J. DUCK CLERK
REGISTER

HOWARD C. BAILEY and EDNA E. BAILEY, Plaintiffs,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW NO. 7775
VS.	)	
G. H. & W. HOME BUILDERS, INC., Defendant.	)	

Now comes the defendant and for plea to the complaint as last amended and to each count thereof, separately and severally, says, separately and severally:

1. The allegations of said count are untrue.

2. For further answer to the said amended complaint defendant avers that on or about May 23, 1966, the plaintiffs and the defendant entered into an agreement, a copy of which is attached hereto, marked Exhibit A and made a part hereof, as though fully incorporated herein, and that thereafter the defendant furnished all material and labor as required by the said agreement in accordance with the terms thereof, wherefore, the plaintiffs should not recover in this suit.

COLEY & COLEY and JAMES R. OWEN

By _____

~~Attorneys for~~ Defendant

FILED

AUG 1 1969

ALICE J. DUCK CLERK REGISTER

EXHIBIT "A"

THIS AGREEMENT entered into by and between G. H. & W. HOME BUILDERS, INC., hereinafter called Party of the First Part, and HOWARD C. BAILEY and EDNA E. BAILEY, hereinafter called Parties of the Second Part, WITNESSETH that:

WHEREAS, the Parties hereto previously entered into a Contract and Agreement heretofore on, to-wit, May 31, 1965, which Agreement provided, among other things, that the Party of the First Part would construct, for the consideration recited in said Contract, a house to be built on Lot 40, Wilson Heights S/D, Seventh Unit, and

WHEREAS, the said Contract provided that the house to be constructed would be "as per Mr. Watford's home on Lot 53, Wilson Heights S/D, Seventh Unit, it being the intention of the parties that the home to be constructed for the benefit of the Parties of the Second Part would be substantially the same as Mr. Watford's home both in quality of workmanship, materials, appraised value and general floor plan except as departure therefrom might be made necessary or desirable as a result of the differences in terrain of the subject lots owned.

WHEREAS, it is now contended by the Party of the First Part that the Contract hereinabove described has been completed except for certain minor details, and this contention is disputed by the Parties of the Second Part.

NOW, THEREFORE, in consideration of the premises, and in order to resolve the disagreement and differences of opinion which have arisen between the parties hereto and in further consideration of ONE DOLLAR ($1.00) each to the other in hand paid, the receipt of which is hereby acknowledged, it is understood and agreed as follows:

1. That Mr. Marlin Fuller, a qualified and experienced real estate broker of Spanish Fort, Alabama,

shall examine the house constructed for the Parties of the Second Part by the Party of the First Part, as well as the house previously constructed and belonging to Mr. Watford; that he shall determine whether or not the Contract of May 31, 1965, has or has not been completed, and in the event that his determination of the same is that it has not been completed, he shall specify what work is further necessary to complete the premises in accordance with the Contract, and that both parties hereto agree to be bound by his determination in this respect.

2. That both the Watford house and the home constructed for the Parties of the Second Part shall be made available to Mr. Fuller for his convenient inspection, and that each Party hereto shall have a right and opportunity to confer with Mr. Fuller relative to this agreement and the performance of the Contract aforesaid.

3. In the event Mr. Fuller determines that further work is necessary to complete the construction of the home in accordance with the Contract of May 31, 1965, the Party of the First Part agrees to immediately undertake such work as may be specified by Mr. Fuller as necessary in the premises, and to complete the same in such time as may be designated by Mr. Fuller as reasonably necessary to that end; that upon Mr. Fuller's determination that such work has been satisfactorily completed, the Parties of the Second Part agree to immediately conclude the Contract of May 31, 1965, by payment of the remainder of the consideration recited therein.

4. It is further understood and agreed that such reasonable expense or charge for services rendered

as may be made by Mr. Fuller in the performance of his duties provided herein, shall be born equally by the parties hereto.

IN WITNESS WHEREOF, the said G. H. & W. Home Builders, Inc., has caused these presents to be executed by J. W. Gavin, its President, and the said Howard C. Bailey and Edna E. Bailey have hereunto set their hands and seals on this day of , 1966.

G. H. & W. HOME BUILDERS, INC.

BY: _____
Its President

_____(SEAL)

_____(SEAL)

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned Notary Public in and for said State and County, hereby certify that J. W. Gavin, whose name as President of G. H. & W. Home Builders, Inc., is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal this day of , 1966.

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned Notary Public in and for said State and County, hereby certify that Howard C. Bailey and Edna E. Bailey, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13 day of May , 1966.

S/ George E. Lensmeire

NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

HOWARD C. BAILEY and EDNA E. BAILEY, Plaintiffs,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
G. H. & W. HOME BUILDERS, INC., Defendant.	)	AT LAW NO. 7775

MOTION TO DISMISS

Now comes the defendant in the above styled cause, by its attorney, and shows unto the court and your Honor that the defendant's demurrer to the complaint in this cause was sustained on January 31, 1969, and that the plaintiffs have failed to the date hereof to file further pleadings, wherefore, the defendant moves the court to dismiss the complaint in this cause with prejudice.

DATED this 21st day of ~~February~~ March, 1969.

Attorney for Defendant

ORDER

This motion having been presented to the court on this date the same is hereby set for hearing on the 7th day of ~~March~~ April, 1969, at 9:00 o'clock A. M.

ORDERED on this the 21st day of ~~February,~~ March 1969.

Judge

FILED

MAR 21 1969

ALICE J. BUCK CLERK REGISTER

HOWARD C. BAILEY and EDNA E. BAILEY, Plaintiffs,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
G. H. & W. HOME BUILDERS, INC., Defendant.	)	AT LAW NO. 7775

DEMURRER

Now comes the defendant in the above styled cause and demurs to the amended complaint heretofore filed in said cause and to each count thereof and as grounds for said demurrer assign the following separately and severally:

1. It does not state a cause of action.

2. Said complaint does not aver compliance by the plaintiff with the terms of the alleged contract.

3. The complaint fails to allege the substance of the contract sued upon.

4. The complaint is vague, ambiguous and uncertain in that no matters of fact are averred therein to support the conclusion alleged that the house was not constructed in accordance with the contract referred to therein.

5. The allegation of damages contained therein "that the plaintiff was forced to live in an undesirable neighborhood" is not alleged to be a proximate consequence of any default on the part of the defendant.

6. For that living in an undesirable neighborhood does not constitute a recoverable element of damages.

7. For aught appearing from the complaint the alleged suffering of humiliation by the plaintiffs' children is not a proximate result of any default upon the part of the defendant.

8. The alleged suffering of humiliation by plaintiffs' children does not constitute a recoverable element of damages.

9. Count one of the amended complaint refers to an Exhibit "A", but does not attach the said exhibit to the amended complaint.

FILED

SEP 25 1968

ALICE J. BUCK CLERK REGISTER

62 VOL PAGE 112

COLEY & COLEY and
JAMES R. OWEN

By _____

Attorneys for Defendant

HOWARD C. BAILEY and EDNA E. BAILEY,	)	IN THE CIRCUIT COURT OF
Plaintiffs,	)	BALDWIN COUNTY, ALABAMA
VS.	)	AT LAW
G. H. & W. HOME BUILDERS, INC.	)	
Defendant.	)	

AMENDED COMPLAINT

COUNT I

Plaintiff claims of the Defendant TEN THOUSAND DOLLARS ($10,000.00) damages for breach of contract entered into by and between Plaintiff and Defendant on, to-wit: the 31st day of May, 1965, a copy of which is attached hereto as Exhibit A and made a part hereof as though fully incorporated herein, in which said contract the Defendant agreed to construct a house on Lot 40, Wilson Heights Subdivision, 7th Unit, Baldwin County, Alabama, and by the terms of said contract the said house to be constructed by Defendant was to be the same as that constructed by the Defendant for Mr. Watford on Lot 53, Wilson Heights Subdivision, 7th Unit, Baldwin County, Alabama by the terms of which, Plaintiff was to pay Defendant the sum of Four Thousand Nine Hundred Twenty Two Dollars ($4,922.00) and to convey to Defendant property owned by the Plaintiff on Lots 9 and 10, Block 1, Oak Drive Court, Mobile, Alabama. Plaintiff avers that he has paid the cash money to the Defendant and has conveyed real property to the Defendant in accordance with the terms of said contract set forth in schedule A, and Plaintiff further avers that defendant did not construct the home in accordance with the provisions of the contract set forth in Schedule A in that the Defendant used inferior materials and workmenship in the construction of the home to the extent that the value of the home constructed by the Defendant for the Plaintiff is far less than the value of the home of Mr. Watford, All to the damage of the Plaintiff as aforesaid.

COUNT II

Plaintiff claims of Defendant Four Thousand Dollars ($4,000.00) damages for breach of contract entered into by and between Plaintiff and Defendant on, to-wit: the 31st day of May, 1965, which said contract is set forth in Schedule A attached hereto and

made a part hereof as though fully incorporated herein, and by the terms of said contract the Plaintiff agreed to construct a home for the Defendant on Lot 40, Wilson Heights Subdivision, 7th Unit, Baldwin County, Alabama, the same as that constructed by the Defendant for Mr. Watford on Lot 53, Wilson Heights Subdivision, 7th Unit, Baldwin County, Alabama, and in and by the terms of said contract the Plaintiff agreed to pay to the Defendant the sum of Four Thousand Nine Hundred Twenty-Two Dollars ($4,922.00) and to convey to Defendant property owned by the Plaintiff on Lots 9 and 10, Block 1, Oak Drive Court, Mobile, Alabama, Plaintiff avers that he has complied with all of the terms of said contract, that he has paid the said sum of money to Defendant and he has conveyed said real property to Defendant. Plaintiff further avers that said Defendant failed and refused to construct the house in a reasonable length of time and in fact that said house was not completed until June 21, 1966 and that said Plaintiff was required to lose rentals from his property located in Mobile County, that due to the failure of the Defendant to have the home completed by September, 1965, as promised the Plaintiff by the Defendant, that the Plaintiff was required to live in an area in which the population had become completely that of members of the colored race, and that the children of the Plaintiff were forced to attend a school not of his choosing and as a result said Plaintiff, the wife of the Plaintiff, and the children of the Plaintiff suffered humiliation and mental anguish that resulted in medical expenses to the Plaintiff, all to the damage of the Plaintiff as aforesaid.

Richard C. Lacey
RICHARD C. LACEY
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do certify that I have on this 18th day of September, 1968, served a copy of the foregoing pleading on James R. Owen, Attorney at Law in Bay Minette, Alabama by mailing the same by United States mail, properly addressed, and first calss postage prepaid.

Richard C. Lacey
RICHARD C. LACEY
Attorney for Plaintiff
Fairhope, Alabama

FILED
SEP 19 1968
ALICE J. DUCK CLERK REGISTER
VOL 62 PAGE 111

HOWARD C. BAILEY and EDNA E. BAILEY, Plaintiffs,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
VS.	)	AT LAW NO. 7775
G. H. & W. HOME BUILDERS, INC., Defendant.	)	

MOTION TO DISMISS

Now comes the defendant in the above styled cause by its attorney and shows unto the court and your Honor that the defendant's demurrer to the complaint in this cause was sustained on July 29, 1968, and that the plaintiffs have failed to the date hereof to file further pleadings, wherefore, defendant moves the court to dismiss the complaint in this cause with prejudice.

DATED this 13th day of September, 1968.

Attorney for Defendant

ORDER

This motion having been presented to the court on this date the same is hereby set for hearing on the 20th day of September, 1968, at 9:00 o'clock A. M.

ORDERED on this the 13th day of September, 1968.

Judge

FILED

SEP 13 1968

ALICE J. DUCK CLERK REGISTER

VOL 62 PAGE 109

HOWARD C. BAILEY and EDNA E. BAILEY, Plaintiffs,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
G. H. & W. HOME BUILDERS, INC., Defendant.	)	AT LAW NO. 7775

DEMURRER

Now comes the defendant in the above styled cause and demurs to the complaint heretofore filed in said cause and as grounds for said demurrer assignsthe following separately and severally:

1. It does not state a cause of action.

2. Said complaint does not aver compliance by the plaintiff with the terms of the alleged contract.

3. The complaint fails to allege the substance of the contract sued upon.

4. The complaint is vague, ambiguous and uncertain in that no matters of fact are averred therein to support the conclusion alleged that the house was not constructed in accordance with the contract referred to therein.

5. The allegation of damages contained therein "that the plaintiff was forced to live in an undesirable neighborhood" is not alleged to be a proximate consequence of any default on the part of the defendant.

6. For that living in an undesirable neighborhood does not constitute a recoverable element of damages.

7. For aught appearing from the complaint the alleged suffering of humiliation by the plaintiffs' children is not a proximate result of any default upon the part of the defendant.

8. The alleged suffering of humiliation by plaintiffs' children does not constitute a recoverable element of damages.

COLEY & COLEY and
JAMES R. OWEN

By _____

Attorneys for Defendant.

FILED

NOV 9 1967

CLERK

HOWARD C. BAILEY and EDNA E. BAILEY,	)	IN THE CIRCUIT COURT OF
Plaintiffs,	)	
vs.	)	BALDWIN COUNTY, ALABAMA
G. H. & W. HOME BUILDERS, INC.	)	
Defendant.	)	AT LAW
	)	No. 7775

Plaintiff claims of the Defendant TEN THOUSAND DOLLARS ($10,000.00) damages for breach of contract entered into by and between Plaintiff and Defendant on, to-wit: the 31st day of May, 1965, in which said contract the Defendant agreed to construct a house on Lot 40, Wilson Heights Subdivision, Seventh Unit, Baldwin County, Alabama, the same as a house owned by Mr. Watford on Lot 33, Wilson Heights Subdivision, Seventh Unit, Baldwin County, Alabama, and by the further terms the Plaintiff was to pay to the Defendant FOUR THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS ($4,922.00) and to convey to Defendant property owned by the Plaintiff on Lot 10, Block 1, Oak Drive Court, Mobile, Alabama, and Lot 9, Block 1, Oak Drive Court, Mobile, Alabama, said lots valued at NINETEEN THOUSAND ONE HUNDRED SEVENTY-THREE DOLLARS ($19,173.00). Plaintiff avers that Defendant agreed to construct the house for the Plaintiff by September of 1965, and that Defendant failed and refused to complete the construction of the house until June 21, 1966. Plaintiff avers that the house was not constructed in accordance with the contract entered into by and between Plaintiff and Defendnat causing the Plaintiff to expend sums of money over and above what Plaintiff was required to pay to Defendant; Plaintiff further avers that Plaintiff was forced to live in an undesirable neighborhood; that his children were forced to attend a school not of his choosing and suffered humiliation as a result of the deterioration of the neighborhood in which

Plaintiff lived due to not moving into the home at the time the Defendant agreed to have the home constructed; Plaintiff further avers that they suffered mental anguish and anxiety causing Plaintiff to incur medical bills all due to the damage of the Plaintiff as aforesaid.

RICHARD C. LACEY,
Attorney for Plaintiff

DEFENDANT MAY BE SERVED AT:

Gavin Realty Company, Inc.
Spanish Fort, Alabama

FILED

SEP 29 1967

ALICE J. DUCK CLERK REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - 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 G. H. & W. HOME BUILDERS, INC.

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

G. H. & W. HOME BUILDERS, INC., Defendant

by

HOWARD C. BAILEY & EDNA E. BAILEY, Plaintiff

Witness my hand this 2-9 day of Sept 1967

Alice Juenck, Clerk

Ef: 10-10-67

No. 7775 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

~~[illegible]~~
Howard C. Bentley
Edna E. Bentley
Plaintiffs

vs.

G. H. & W. Home Building
~~[illegible]~~
~~Edna E. Bentley~~
Defendants

SUMMONS AND COMPLAINT

Filed 9-29 19 67

Alice J. Leach Clerk

R. Lacey
Plaintiff's Attorney

.....
Defendant's Attorney

Defendant lives at

.....

RECEIVED

Received In Office
OCT 2 1967
..... 19.....
TAYLOR WILKINS
SHERIFF
..... Sheriff

I have executed this summons
this Oct 10 19 67
by leaving a copy with

.....
J. W. Harris
.....
Lyle Hart
.....
.....
Sheriff claims 44 miles at
Ten Cents per mile Total $ 4.40
TAYLOR WILKINS, Sheriff
BY Roy Randall
DEPUTY SHERIFF
.....
.....
.....
Taylor Wilkins, Sheriff
Roy Randall Deputy Sheriff