

GIBBONS & STOKES

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

E. GRAHAM GIBBONS  
B. F. STOKES, III

October 23, 1967

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

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

720.7798

Re: Mid-State Homes, Inc. vs. Ernest McKinley and Joyce Paul

Dear Mrs. Duck:

I enclose herein an original and two copies of a complaint in ejectment in the above case. I would appreciate it if you would file the same in the Circuit Court of Baldwin County and issue it for service, and I would also appreciate it if you would confirm the filing date and also the date when service is perfected.

The defendant's address is Rabon Route, Bay Minette, Alabama.

Thank you very much for your attention to this matter.

Sincerely,

  
E. Graham Gibbons

EGG:he

Enclosure

# Agreement for Deed

This Agreement Made this 25th day of March, A.D. 1963  
by and between Mid-State Homes, Incorporated

of Hillsborough County, Florida, hereinafter called Sellers, and  
Ernest McKinley Paul & Joyce Paul, his wife

hereinafter called Buyers, witnesseth:  
That if the said Buyers shall first make the payments and perform the covenants hereinafter mentioned on  
their part to be performed, the said Sellers hereby covenant and agree to convey to the Buyer all right title

and interest of the Seller by Deed of Conveyance, the lot ---, piece ---, or parcel --- of ground situated  
in the County of Baldwin, and State of Alabama

known and hereby described as follows, to-wit:

Commencing at a point 1094 feet East of the West line of Section 24, on  
the North line of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said section 24, Township 1 North  
Range 3 East and run thence East 1556 feet to the NE corner of the NE $\frac{1}{4}$  of  
the SW $\frac{1}{4}$ ; thence South 1070 feet along the East line of the NE $\frac{1}{4}$  to the point  
of beginning; thence run West 210 feet to a point on the West property line  
of the grantor; thence in a Southeasterly direction along the West property  
line of the grantors 177 feet to a point; thence run East 200 feet to a  
point on the East line of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ ; thence run North 150 to the  
point of beginning. All this lying and being in the SW $\frac{1}{4}$  of Section 24, Town-  
ship 1 North, Range 3 East.

And the Buyers hereby covenant and agree to pay to the Sellers at the office of the Sellers, P. O. Box  
9128, Tampa, Florida, or at such other place as the holder may designate in writing, the sum of \$2469.20  
to be paid as follows: \$ 50.00 cash in hand, the receipt of which is hereby acknowledged, and  
the balance of \$2419.20, to be paid in 84 monthly installments of \$28.80  
each, the first installment to become due and payable on or before the 5th day of November  
1963, and one installment to become due and payable on or before the 5th day of each  
succeeding month until the whole of said indebtedness is paid, with interest from maturity at the rate of  
six per cent per annum.

And the Buyers agree to pay all taxes, assessments, or impositions that may be legally levied or imposed upon  
said land subsequent to the year 1963

In case of the failure of the Buyers to make any of the payments herein designated, or any part thereof,  
or failure to perform any of the covenants on their part hereby made and entered into for a period of Thirty  
days after maturity, this contract shall be forfeited and terminated, and the Buyers shall forfeit all payments  
made by them on this contract, and such payments shall be retained by the Sellers in full satisfaction and in  
liquidation of all damages by them sustained; and the Sellers shall have the right to re-enter and take possession  
of the premises aforesaid without being liable to any action therefor. Notice to quit and of forfeiture are each  
hereby waived.

It is agreed that the Buyers shall have the privilege at any time of paying in advance the unpaid balance  
under this contract, together with interest, taxes, and other assessments that may be due, and procuring a deed  
from the Sellers.

It is further agreed by the parties hereto that this contract is not to be recorded, and that no assignment  
or transfer of said contract or the rights thereunder of the Buyers shall be valid and binding as against the  
Sellers, unless the Sellers shall consent in writing to such recording or assignment.

IT IS MUTUALLY AGREED by and between the parties hereto that the time of payment shall be an  
essential part of this contract, and that all covenants and agreements herein contained shall extend to and be  
obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

IT IS FURTHER AGREED that if there is any default in the contract on the part of the buyer, that the  
buyer will pay to the seller any reasonable attorney's fee that the seller might incur as a result of foreclosing  
this agreement or evicting the buyer.

IT IS FURTHER AGREED that the buyer shall insure the above described premises in the amount of this  
contract and that the seller will be entitled to the benefit of the insurance in the amount owed upon the contract.  
That the buyer shall pay the insurance premiums.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals effective  
the day and year first above written.

Ernest McKinley Paul

Ernest McKinley Paul (Seal)

BUYER

Joyce Paul (Seal)

MID-STATE HOMES, INC. (Seal)

SELLER

SELLER

GIBBONS & STOKES

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

E. GRAHAM GIBBONS  
B. F. STOKES, III

January 16, 1968

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

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

Re: Case #7798 Mid-State Homes, Inc. vs. Ernest McKinley Paul

Dear Mrs. Duck:

Please find enclosed a copy of an agreement for deed, which I would appreciate you submitting to the judge in my request for a default judgment in connection with this case. I believe the defendant was served October 24, 1967, and I am eligible for a default judgment. If it is necessary that I come over to Baldwin County to obtain the default judgment, please advise.

Sincerely,

  
E. Graham Gibbons

EKG:he

Enclosure

MID-STATE HOMES, INC.,	)	IN THE CIRCUIT COURT OF
A Corporation,	)	
	)	BALDWIN COUNTY, ALABAMA
Plaintiff,	)	
	)	AT LAW
VS.	)	
	)	
ERNEST McKINLEY PAUL	)	
and JOYCE PAUL, Jointly	)	
and Individually,	)	
	)	
Defendants.	)	CASE NO. 7798

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:

Commencing at a point 1094 feet East of the West line of Section 24, on the North line of the NW 1/4 of the SW 1/4 of said Section 24, Township 1 North, Range 3 East and run thence East 1556 feet to the NE corner of the NE 1/4 of the SW 1/4; thence South 1070 feet along the East line of the NE 1/4 to the point of beginning; thence run West 210 feet to a point on the West property line of the grantor; thence in a Southeasterly direction along the West property line of the grantors 177 feet to a point; thence run East 200 feet to a point on the East line of the NE 1/4 of the SW 1/4; thence run North 150 to the point of beginning. All this lying and being in the SW 1/4 of Section 24, Township 1 North, Range 3 East.

of which the plaintiff was in possession and upon which, pending such possession and before the commencement of this suit, the defendant 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:

Commencing at a point 1094 feet East of the West line of Section 24, on the North line of the NW 1/4 of the SW 1/4 of said Section 24, Township 1 North, Range 3 East and run thence East 1556 feet to the NE corner of the NE 1/4 of the SW 1/4; thence South 1070 feet along the East line of the NE 1/4 to the point of beginning; thence run West 210 feet to a point on the West property line of the grantor; thence in a Southeasterly direction along the West property line

of the grantors 177 feet to a point; thence run East 200 feet to a point on the East line of the NE 1/4 of the SW 1/4; thence run North 150 to the point of beginning. All this lying and being in the SW 1/4 of Section 24, Township 1 North, 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 defendant entered and unlawfully withheld, together with \$1,000.00 for detention thereof.

GIBBONS & STOKES

BY 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  
Attorney for the Plaintiff

Serve the defendants at:

Rabon Route  
Bay Minette, Alabama

FILED

OCT 24 1967

ALICE J. DUCK CLERK  
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 7798

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Ernest McKinley Paul and Joyce Paul, 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 Ernest McKinley  
Paul and Joyce Paul, Jointly & Individually, Defendant.

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

Witness my hand this 24th day of October 1967

*Oliver J. Fisk* Clerk

EL. 10-24-67

No. 7798

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MID-STATE HOMES, INC., A CORP.

Plaintiffs

vs.

ERNEST MCKINLEY PAUL & JOYCE PAUL,

Jointly & Individually Defendants

SUMMONS AND COMPLAINT

Filed October 24, 1967

Alice J. Duck Clerk

Gibbons & Stokes

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

Received In Office

OCT 24 1967

19.....

Sheriff

I have executed this summons

this Oct 24 1967

by leaving a copy with

Ernest Paul  
Joyce Paul

Sheriff claims

44 miles as  
Ten Cents per mile Total \$4.40

TAYLOR WILKINS, Sheriff

BY

W A Zolbert  
Deputy Sheriff

Taylor Wilkins Sheriff

W A Zolbert Deputy Sheriff

Relo