

3335

ALBERT P. FOX

Complainant,

-vs-

GILBERT B. SAYLE, and
MARY JUDITH SAYLE

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
IN EQUITY.

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

Comes your Complainant, Albert P. Fox, and exhibits this,
his Bill of Complaint for specific performance against Gilbert B.
Sayle and Mary Judith Sayle, and shows unto your Honor and this
Court as follows:-

FIRST:

That the Complainant is over the age of twenty-one years and
that the Respondents, who are husband and wife, are both over the
age of twenty-one years and are residents of Lillian, Baldwin Coun-
ty, Alabama.

SECOND:

That by Contract and Agreement dated the 14th day of July,
1954 executed by the Respondents and the Complainant, the Respon-
dents agreed to assign an existing contract for the purchase of
Lots 7 and 8, Block 29 of Lillian, Alabama, according to a plat
thereof of record in the office of the Judge of Probate of Bald-
win County, Alabama, which said agreement between the Complainant
and the Respondents was for a valuable consideration, and a copy
of which is hereto attached marked "Exhibit A", and specifically
made a part hereof. Said agreement also provided for the purchase
of furnishings on the premises as is set out in said "Exhibit A".

THIRD:

The Complainant further shows unto the Court that the pur-
chase price agreed upon for the furnishings and for the assign-
ment of said contract and the deferred payments which were due
and outstanding on the Contract of Purchase to be assigned was,
Four Thousand One Hundred Dollars (\$4,100.00) as follows: Two
hundred and twenty-five Dollars (\$225.00) paid at the time of the

execution of the contract, Two Thousand One Hundred and Twenty-five Dollars (\$2,125.00) to be paid to the Respondents on closing, and One Thousand Seven Hundred and Fifty Dollars (\$1,750.00) remainder due on Respondents' Contract of Purchase, which was payable at the rate of Twenty Dollars (\$20.00) per month plus interest at the rate of six percent (6%) per annum, which was to be assumed by the Complainant.

FOURTH:

Complainant further shows that under the terms of the Contract and Agreement entered into between the Complainant and the Respondents, Respondents agreed to convey merchantable title, and in the event defects in the title were disclosed, the Respondents agreed to use diligence in curing said defects.

FIFTH:

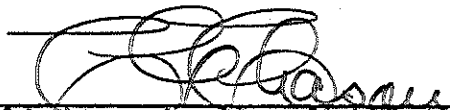
Complainant further shows to the Court that he tendered to Respondents the unpaid balance as agreed in said Contract of Sale and Purchase entered into between the Complainant and the Respondents and requested that they assign the Contract and Agreement by which they were purchasing said property as they had agreed to do, and that they turn over and deliver possession of the property and the title to the furnishings to be conveyed as they had agreed to do, but the said Respondents declined and refused to execute the assignment of their Contract to Purchase although they were so requested to do. Complainant says that he now continues ready at any time to pay over the sums as he has agreed to do to the Respondents upon their assignment of the Contract and Agreement by which they are purchasing the property, and upon their paying and discharging any liens or claims existing on said property as they have agreed to do.

SIXTH:

Complainant shows unto the Court that he has done and performed every act required of him by the said Contract and Agreement, and that he now tenders himself as ready to do and perform any act therein required of him, and that he hereby offers to do equity in the premises.

PRAYER FOR PROCESS AND RELIEF:

THE PREMISES CONSIDERED, the Complainant prays that Gilbert B. Sayle and Mary Judith Sayle by made party Defendants to this cause by the usual process of this Honorable Court requiring them to plead, answer or demur with the time and under the penalties prescribed by the rules of this Court and the Statutes in such cases made and provided; that upon a final hearing of this cause that Respondents be directed to execute assignment of their Contract to Purchase and that they be directed to pay off and discharge any liens or claims on said property if any, which would render the title unmerchantable, and said decree to direct that the conveyance and said payments as aforesaid would be made in consideration of the payment by the Complainant of the sum of Two Thousand One Hundred and Twenty-five Dollars (\$2,125.00). Complainant further prays that upon the failure or refusal of the Respondents to make conveyance and assignment and payment of any liens or claims as they have agreed to do for a period of thirty days, that the Register be ordered and directed to make such conveyances and assignments and payments as may be determined by the Court to be just and proper. Should your Complainant be mistaken in the relief prayed for, that there be granted to him such other, different and general relief to which he may be entitled, and as in duty bound he will ever pray.


Solicitor for Complainant.

Receipt for Deposit - Offer to Purchase and Contract for Sale

When signed by broker or in his name
by authorized salesman.

When signed by the buyer

When signed by the Seller

RECEIPT is hereby acknowledged by.....Rudolph McDavid..... Realtor,
a Registered Real Estate Broker hereinafter called Agent, of the sum of.....
Two hundred twenty-five.....DOLLARS (\$225.00.....) from
Albert P. Fox.....hereinafter called Buyer, as an earnest
money deposit and as a part of the purchase price on account of offer to purchase the property of
Gilbert B. Sayle & Mary Judith Sayle.....hereinafter called Seller, said
property being situated in the County of Baldwin....., and State of Alabama.....
and being more particularly described as follows, to-wit:

(If space is not sufficient to set forth all conditions, type same on separate pieces of paper and paste here.)

Lots 7 & 8, Block 29, Lillian, Alabama as per
Plat thereof in the office of the Probate Judge
of Baldwin County, Alabama

upon the terms and conditions as follows: THE FULL PURCHASE PRICE IS \$.....4100.00.....

and shall be paid as follows:

Cash Deposit (above).....\$ 225.00
Cash on Closing\$ 2125.00
Existing Mortgage or Liens assumed.....\$ 1750.00
Deferred Payments.....\$
Total.....\$ 4100.00

Existing contract between
Sayle and Schnatz to be
assigned by Sayle to Fox

Including furnishings etc.,
as agreed

The deferred payments shall be payable as follows:

20.00 per month plus 6% interest or as can be arranged by purchaser
with M. Schnatz as per existing contract.

(Specify Interest Rate or state that interest was included in face of notes.)

Zoning—Restrictions—It is understood and agreed that the above mentioned property is being sold and purchased subject to the zoning ordi-
nances and restrictions and limitations of record and subject to any easements for public utilities which may be of record, or any lien, regulation,
easement or servitude that may now exist, or shall be fixed by public agencies subsequent to execution by Buyer.

~~Abstract—~~ as per existing contract
~~Abstract—~~ as per existing contract
name iswithin.....days from the full execution of this instrument.

Examination of Title—Time to Cure Defects—The buyer or his agent shall have 10.....days within which to examine the
~~and abstract of title OR the Title Insurance policy~~ and to signify his willingness to accept same, whereupon this transaction shall be immediately
concluded. In the event examination of ~~abstract~~ of title proves the title to be unmerchantable or uninsurable, the Seller shall have.....
days or a reasonable period of time within which to cure the designated defects in the title that render same unmerchantable or uninsurable in the
opinion of the Buyer or his said Agent, and the Seller hereby agrees to use reasonable diligence in curing said defects, and, upon the defects being
cured and notice of that fact being given to the Buyer or his said agent, this transaction shall be closed within.....3.....days of
delivery of said notice. Upon Seller's failure or inability to correct the unmerchantability of the title within the time limit or a reasonable time, at
the option of the Buyer, the Seller shall deliver the title in its existing condition, otherwise the Agent, or the Seller, holding the herein mentioned
earnest money deposit shall return same to the Buyer upon demand therefor, and all rights and liabilities on the part of the Buyer arising hereunder
shall terminate. Provided, however, that in the event of disagreement between the Seller and the Buyer or his said Agent, as to the marketability of
the title, the Seller may offer the binder of a reputable and solvent Title Insurance Company, agreeing to insure said title, which shall be conclusive
that said title is merchantable. Upon return of said deposit under such conditions, the Seller shall pay the Agent the commission specified hereunder
or at the option of the Agent, an agreed sum not exceeding the regular commission, to cover expenses incurred.

Kind of Deed—Conveyance of title shall be by assignment of contract.....Deed, free and clear of all encumbrances
and liens of whatsoever nature, except as herein otherwise provided, and ~~said~~ deed shall be prepared without expense to the Buyer.

Documentary Stamps—The required documentary stamps shall be placed on the deed by the Seller. ~~The Buyer shall properly execute the~~
~~Required notes and mortgages and place the required documentary stamps thereon.~~

Closing costs—If this transaction shall be closed through an abstract office, bank, law office, or any other agency than the office of the Agent,
and where a closing or escrow charge is made, such expense shall be borne by the.....party requesting.....

Proration of Taxes, Liens, etc.—All adjustments of taxes, liens, insurance premiums, interests, rents or other items on said property are to be
made on a pro rata basis as of the specified time or date of closing, or, if the time or date of closing is extended for the benefit of or at the request
or fault of either party, then the proration of all such items shall be as of the date on which the other party shall be ready to close, and notice
thereof shall have been given. (If taxes and other items are not to be prorated, specify agreement as to such items.)

Possession will be given Buyer on.....closing.....

Employment of Agent—Commission—Disposition of Deposit—The Seller acknowledges that he has employed the Agent to find a purchaser
and agrees to pay to said Agent for his services, out of the first money received, the commission applicable on the sale of this type of property, or
such sum as may have heretofore been agreed to in writing. If the said Buyer fails to perform the covenants herein contained within the time
specified, and the Seller elects not to require a specific performance thereof, or sue for damages, the aforesaid deposit made by the Buyer may be
forfeited as liquidated damages (upon ten days' notice to the Buyer or his said Agent, and one-half thereof shall be retained by or paid to said
Agent and the remainder to the Seller, unless, because of expense incurred, the latter shall agree or has agreed in writing to a greater percentage
being paid to the Agent; provided, however, that the Agents' proportion shall not exceed the full amount of the commission herein stipulated.

Definitions—The words "Buyer", "Seller", and "Agent" herein employed shall be construed to include the plural as well as the singular, and
this contract shall be binding upon their heirs, administrators, executors, successors and assigns, and the masculine shall include the feminine and
neuter, where the context so admits or requires.

THIS INSTRUMENT shall become effective as a contract when signed by Agent, Buyer, and Seller. If not executed by all parties on or before
July 15, 1954.....any monies deposited shall be refunded and the proposed transaction shall terminate.

Making Time of Essence and Notice—Time may be made the essence of this contract by notice in writing, stipulating a reasonable time for
further performance. Any notice necessary under this agreement may be sent by mail to the last known address of the party to be notified.

By R. McDavid.....Broker or Agent.

By.....

I, or we, agree to purchase the above described property on the terms and conditions stated in the foregoing instrument.
Witnesses:

.....Albert P. Fox.....(Seal)
.....(signed).....(Seal)

I, or we, agree to sell the above mentioned property to the above named Buyer or his nominee on the terms and
conditions stated in the above instrument, and to pay the commission to the agent as stipulated therein, and by the
signatures attached on the.....14.....day of July.....1954.....signify our acceptance and approval
of the proposed sale.

Witnesses:.....Fred Schmiedl.....(signed).....Gilbert B. Sayle.....(signed).....(Seal)
.....R. McDavid.....(signed).....Mary Judith Sayle.....(signed).....(Seal)

SINGLE PERSON ACKNOWLEDGEMENT

State of..... }
County of..... } SS.

I HEREBY CERTIFY, That this day in the next above named State and County, before me, an officer duly authorized and acting personally appeared.....
to me well known and known to me to be the individual.....described in and who executed the foregoing instrument and acknowledged then and there before me that.....executed said instrument.

WITNESS my hand and official seal this.....day of....., A. D. 19....., at

My commission expires on the.....day of
....., A. D. 19.....

HUSBAND AND WIFE ACKNOWLEDGEMENT

State of Florida..... }
County of Escambia..... } SS.

I, an officer authorized to take acknowledgements of deeds, according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that there did personally appear before me Gilbert B. Sayle
and Mary Judith Sayle
to me personally known, and this day acknowledged before me that they executed the foregoing instrument, and I FURTHER CERTIFY that I know the said person S making said acknowledgement to be the individuals.....described in and who executed the said instrument. AND I FURTHER CERTIFY THAT said Mary Judith Sayle

is known to me to be the wife of said Gilbert B. Sayle, and that she this day acknowledged before me, separately and apart from her husband that she executed the said instrument freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her husband, for the purpose of relinquishing and conveying all of her right, title and interest in the property therein described, whether of dower or separate estate.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Pensacola, said County and State, this 14 day of July, A. D. 1954

RS McDavid (signed)

CORPORATION ACKNOWLEDGEMENT

State of..... }
County of..... } SS.

Notary Public of Florida
at large. My commission
expires Sept 15, 1954.
Bonded by Mass. Bonding &
Insurance Co.

I HEREBY CERTIFY, That on this.....day of....., A. D. 19....., before me personally appeared..... and.....
respectively President and.....of.....
a corporation under the laws of the State of....., to me known to be the individuals and officers described in and who executed the foregoing instrument to.....
and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at.....in the County of.....
and State of.....the day and year last aforesaid.

L. S.

My commission expires on the.....day of
....., A. D. 19.....

Dated

19

Property

Broker

Seller

Buyer

RECEIPT FOR DEPOSIT
OFFER TO PURCHASE
and
CONTRACT FOR SALE



F. A. R. Standard Form No. 2

The State of Alabama, _____ County

IN CIRCUIT COURT, IN EQUITY

To any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon _____ GILBERT B. SAYLE, and MARY JUDITH SAYLE

to appear and answer, plead, or demur, within thirty days from the service hereof, to a Bill of Complaint filed in said Circuit Court, in equity, for said County of said State.

ALBERT P. FOX

against _____ GILBERT B. SAYLE and MARY JUDITH SAYLE

Herein fail not. Due return make of this writ as the law directs.

Witness this 25th day of August 19 54

Alvin H. H. H. H., Register.

(Defendant is entitled to a copy of the bill on application to the Register.)

ALBERT P. FOX

Complainant,

VS

GILBERT B. SAYLE and
MARY JUDITH SAYLE

Respondents

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

It is agreed by and between the parties of this cause,
acting through and by their attorney of record as follows:

1. That the contract sued on be and the same is hereby
rescinded, annulled, cancelled and each of the parties thereto
are hereby released from any and all liability thereon.

2. That the complainant dismiss the said cause.

This the 21st day of December, 1954.

ALBERT P. FOX

By

[Signature]
His Attorney of record

GILBERT B. SAYLE

By

[Signature]
His Attorney of record

MARY JUDITH SAYLE

By

[Signature]
Her Attorney of record

FILED

FEB 23 1955

ALB L. FOX, Register

ALBERT P. FOX

COMPLAINANT

VS

GILBERT B. SAYLE, and
MARY JUDITH SAYLE

RESPONDENTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Come the defendants in the above styled cause and demurring
to complainant's bill of complaint and as grounds therefor say:

1. There is no equity in the bill.

BEEBE & SWEARINGEN

BY

W. C. Beebe
Solicitor for defendants.

3335

Albert P. Fox
Complainant

VS

Gilbert B. Tayle
and Mary Judith
Tayle
Defendant

Demurred

FILED
SEP 22 1954
JOSE L. DUCK, Register

4LP-91

Albert P. Fox
Comp.

vs.

Albert B Sayle

+
Mary Judith Sayle
Resp.

In & Ch.

Equity.

L P Notes

to whom it may concern.

There was filed on Aug. 24, 1954
in the Ch of BSA in Equity, a
bill of Complaint in which Albert
P. Fox is Comp. & Albert B Sayle
& Mary Judith Sayle are Resp,
which said Bill of Comp. req
of the Ch a decree of Spec Performance
of a cont to see to the full Rese of
prop in BSA to wit:
Lots 7 & 8 B 19, Lillian Glass

see plot changed with off of the PD
of PCA.

E. S. Chasen,
Secy. for corp...

Feb. Bay 26, 1950