Our File No. 67-453

Your File No. .....

LAW OFFICES

E. G. RICKARBY

35 SOUTH SECTION STREET FAIRHOPE, ALABAMA 36532

CODE 205 Telephone: 928-9836 Mailing Address P. O. BOX 471

1940

January 3, 1968

Mrs. Alice Duck Clerk of the Circuit Court Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Earl Forsman d/b/a Forsman Realty
Vs: Olga T. Johnson

Breach of Agreement

Enclosed find Summons & Complaint of Forsman vs. Johnson.

Please process and oblige.

Yours very truly,

EGR/jlb Encl.

cc: Mr. Earl Forsman 1-18-68

Part of a

# EXCLUSIVE LISTING CONTRACT

FORSMAN REALTY 304 Delmar Street Fairhope, Alabama

NOV 6

196

In consideration of services rendered and to be re	endered by you in selling or assisting n	ne to sell property described
BEG. N.E CON LOT 7 HOLD LINE LOT 7, 75 FT; TH S.	INC SUR PLOT 4B	RUN WALN
DEG. WIT THET. THE S.	TONW COR LOT WILL	5 C11 B 12 m
LINE 201 1, 13/11,	1011 10 10 201 1111	S. G. E. B.ORG.
THE NE'LY AL GILGORY N LOT TITH NW'LY ALE L.	LINE TO PT ON	SLY LINE
LOT TITH NWLY ALE L.	INE LOTTTO BE	6. Brill
PANY LOTY.		
I agree that you shall have the sole and exclusive age amount hereafter authorized by me, for a period of notified by me in writing of its withdrawal from sale a sale and conveyance by warranty deed of said premis furnish at my expense abstract of title or title insurance improvement completed, and prorate, on customary bandate of delivery of deed.	nd I hereby authorize you to sell or cor es according to the price and terms l to policy, and pay all unpaid installmen	hereot, and thereafter until stract with purchaser for the nerein given, and agree to its of special assessments for
If said property be sold or otherwise disposed of sion of	by you during the above period, I agr said sale price.	ce to pay to you a commis-
I further agree to pay said commission to Earl F of by any other person, firm or corporation including t on information given, received or obtained through you	he undersigned, during the above period	sold or otherwise disposed ad, or after the above period
If this property is sold by means of an F.H.A. insur	ed loan then I agree to pay the prevai	ling mortgage discount rate
at the time of the closing of the sale. This mortgage d		
at the time of the closing of the sale. This mortgage di		
at the time of the closing of the sale. This mortgage d	Signature of Owner:	
DESCRIPT	Signature of Owner:	2. Jamson
Date Nov 6, 1967	Signature of Owner: Supplied Company	25. Johnson
	Signature of Owner: Olggi ION OF PROPERTY  P House No. //0//65 57 T	25 (10 mor rice 8,500 00 elephone No. 947445)
Descript  Date Nov 6, 1947  Name of Owner 016A T, Johnson  Lot No. Block In	Signature of Owner: Olygonian Cologo ION OF PROPERTY  House No. //o//65 57 T.	rice 8,500 °° rice No. 917#457
Descript  Date Nov 6, 947  Name of Owner OLGA T, Johnson  Lot No. Block In  Den or Family Rm. Total No. Rooms 5	Signature of Owner: Cologo  ION OF PROPERTY  House No. #0165557 To	rice. 8500 °° ri
Descript  Date Nov 6, 917  Name of Owner 026A T, Johnson  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish S/R Floors 0.5	Signature of Owner: Chapter  ION OF PROPERTY  House No. Holles ST T.  Exterior Walls Baths	rice 8500 °C rice
DESCRIPT  Date No. 6 / 867  Name of Owner 026A T, Johnson  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish S/R Floors  Water Heater 6:5 Stove Connection 6 4:5	Signature of Owner: Cologo  ION OF PROPERTY  House No. //o/LES ST T.  Exterior Walls //SB  K Baths // HEBOARD	rice 8,500 collephone No. 9774457  No. Bedrooms Roof Collephone Cooling No. 100 collephone Roof Collephone Pull Roof Collephone Roof Collephone Pull Roof Collephone Pull Roof Collephone Pull Roof Collephone R
DESCRIPT  Date No. 6   867  Name of Owner 026A T, Johnson  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish S/R Floors  Water Heater 625 Stove Connection 6 AS  How Heated RADIANT Sewer Cit	Signature of Owner: Cologo  ION OF PROPERTY  House No. Holles ST T  Exterior Walls ASB  K Baths Harborio Po  Water City	rice 8,500 corrice 8,500 corrice 8,500 corrice 8,500 corrice 8,000 corrice 8,000 corrices 8,000
Descript  Date Nov 6, 917  Name of Owner 026A T, Johnson  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish S/R Floors 0.5	Signature of Owner: Cologo  ION OF PROPERTY  House No. Holles ST T  Exterior Walls ASB  K Baths Harborio Po  Water City	rice 8,500 corrice 8,500 corrice 8,500 corrice 8,500 corrice 8,000 corrice 8,000 corrices 8,000
Descript  Date Moving OLGA T, Johnson  Name of Owner OLGA T, Johnson  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish S/R Floors  Water Heater Green Stove Connection GAS  How Heated RADIAW Sewer City  Size of Lot Street Paved Mortgage \$ When and to whom Due	Signature of Owner: Olgginal Sidewalk Signature of Owner: Olgginal Signature of Owner: Olgginal Sidewalk Sidewalk Sidewalk Owner: Olgginal Sidewalk	rice 8500 00 rice 8500 00 rice 8500 00 rice 8500 00 rice 800 00 Roof Couple Type Cooling 800 00 riches 846 00 riveway 800 00 r
DESCRIPT  Date Mov 6 1917  Name of Owner 026A T. Johnson  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish S/R Floors 04  Water Heater 6:5 Stove Connection 645  How Heated RADIAW Sewer C.T.  Size of Lot Street Paved	Signature of Owner: Olgginal Sidewalk Signature of Owner: Olgginal Signature of Owner: Olgginal Sidewalk Sidewalk Sidewalk Owner: Olgginal Sidewalk	rice 8500 00 rice 8500 00 rice 8500 00 rice 8500 00 rice 800 00 Roof Couple Type Cooling 800 00 riches 846 00 riveway 800 00 r
DESCRIPT  Date MON GAT JOHNSON  Name of Owner OLGA T JOHNSON  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish SAR Floors OA  Water Heater GAS Stove Connection AA  How Heated RADIAW Sewer CIT  Size of Lot Street Paved Mortgage \$ When and to whom Due  Present monthly payments City, State & Is Property Rented	Signature of Owner: Cologo  ION OF PROPERTY  House No. Holles ST T  Exterior Walls ASB  Exterior Walls ASB  Water Power Property  Sidewalk Remaining your County Taxes 24 5 Paving or Sewer III	rice 8,500 °° Roof 6,500 °° Ro
DESCRIPT  Date MON GAT JOHNSON  Name of Owner OLGA T JOHNSON  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish SAR Floors OA  Water Heater GAS Stove Connection AA  How Heated RADIAW Sewer CIT  Size of Lot Street Paved Mortgage \$ When and to whom Due  Present monthly payments City, State & Is Property Rented	Signature of Owner: Cologo  ION OF PROPERTY  House No. Holles ST T  Exterior Walls ASB  Exterior Walls ASB  Water Power Property  Sidewalk Remaining your County Taxes 24 5 Paving or Sewer III	rice 8,500 °° Roof 6,500 °° Ro
DESCRIPT  Date MONOTO DESCRIPT  Name of Owner OLGA T, JOHNSON  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish S/R Floors  Water Heater Gris Stove Connection As  How Heated RADIAW Sewer City  Size of Lot Street Paved  Mortgage \$ When and to whom Due  Present monthly payments City, State & Is Property Rented To Whom  Terms: \$ CASH Cash Loan  Condition of property 6000 Age 12	Signature of Owner: Cologo  ION OF PROPERTY  House No. //o/L65 S7 T.  Exterior Walls // Boarco  Baths // Boarco  Water // Yellow // Property // Paving or Sewer // Paving or Sewer // Second Mortgage  Can we place sign thereon?	rice 8500 °° riches 8600 °° r
DESCRIPT  Date Mode of Mary Marker of Owner OLGA T. Johnson  Lot No. Block In  Den or Family Rm. Total No. Rooms  Interior Finish S/R Floors  Water Heater Gars Stove Connection GAs  How Heated RADIAM Sewer C.7  Size of Lot Street Paved Mortgage \$ When and to whom Due  Present monthly payments City, State & Is Property Rented To Whom  Terms: \$ CASA Cash. Loan	Signature of Owner: Cologo  ION OF PROPERTY  House No. //o/LES ST To  Exterior Walls // Baths  Garage // Water Power  Water County Taxes 2/ 50 Paving or Sewer  Second Mortgage  Can we place sign thereon?  Listing	rice 8500 °° riches 8600 °° r

# ACCEPTANCE OF OFFER

CHASE on the reverse side of this document. I agree to the tell elect to furnish you with:	ed Real Estate Broker, of an executed copy of the OFFER TO PUR erms of the said OFFER TO PURCHASE and hereby accept the same
4-A ( ) A COMPLETE ABSTRACT OF T	TITLE TO THE PROPERTY
4-B ( X ) A TITLE GUARANTY POLICY OF THE PROPERTY	FOR THE FULL AMOUNT OF THE PURCHASE PRICE
Unless otherwise agreed to in writing, I will pay Earl F	Orsman a liceensed Real Estate Broker, when this sale has been
consumated, and out of the first cash payment, 5% of the granest money denocit has been for	oss sales price as a commission in payment for his services in connection
mission he would have been entitled to had this sale been cons	nteried under the terms of the said contract, the said Earl Forsman s services in this matter, but not to exceed the amount of the con- ummated.
Signed and sealed this 25 day of NOVEYIBE.	7 1967 00 0 1 0 1
Bal tersua	gat Johnson (SEAL)
WITNESS	OWNER
	Anna and a second of the secon
WITNESS	OWNER OR SPOUSE (SEAL)
(If owner is married, spouse must sign the ACCEPTANCE OF	OFFER).
Received this 25th day of November , 19 67, che	Toroman Roalty
to cover the above mentioned earnest money deposit.	eck to the order of and smooth mean of
•	EARL FORSMAN
and the second of the second o	A Licensed Beal Estate Broker.
	By Mail to som an
	By the former
	OSING THIS TRANSACTION.
A. Name of Purchasers: Charles Swoboda and Gloria	a Swoboda (his wife).
B. Shall there be a survivor clause in deed? Yes: X No:	
<ul><li>C. If buyer is married and spouse is a necessary party to transaction</li><li>D. What consideration is to be recited in the deed?</li></ul>	on. what is spouse's full name?
E. What is Owner's full name? Olga T. Johnson	
F. What is full name of Owner's spouse?	
C. This is to be a ( X ) Cath Transaction ( ) Part Cath Ralana	e by Vendor's Lien Deed or Purchase Money Mortgage, ( ) Casi, balance by assumption of the mortgage or by a Vendor's Lien Deed.
H. "It is expressly agreed, that, notwithstanding any or	ther provisions of this contract the average at 1
money deposits or otherwise unless the seller has deliver	ribed herein or to incur any penalty by forfeiture of earnest
of not less than \$	ised value of the property for mortgage insurance purposes
after such appraised value statement is made available	ne seller hereby agrees to deliver to the purchaser promptly
"The purchaser shall, however, have the privilege and	ontion of proceeding with the community of it.
tract without regard to the amount of the appraised value	nation made by the Federal Housing Commissioner."
1. OCUPANEY TO BE JAK.	15, 1968
en e	(Postson)
	(Purchaser)
en e	
	(Seller)

#### -FGRSMAN REALTY 202 South Mobile Avenue Fairhope, Alabama 36532

## OFFER TO PURCHASE

ELLY FRI.

rairnope, Alabama			
<u>November</u>	25th,	, 19_	<u> 57.</u>

The undersigned, subject to the conditions herein noted, makes this firm offer to purchase from you the following described real property located in Robertsdale - Baldwin County to wit:

Beg. N. E. Corner Lot 7, Hoiles Sub. Plot 4 B run W. along N. line Lot 7, 75 ft; thence South to NW cor. lot Mrs. Gilgore; thence Northeasterly along Gilgore N. Line to point on Southwardly line Lot 7; thence Northwesterly along E. Line lot 7 to beginning being part Lot 7.

together with all buildings and improvements thereon and any and all of the following: Equipment for heating, including "radiant" type heaters, gas logs, radiators; Water Heaters; Plumbing Equipment, fixtures (bath, kitchen and sewerage); Window screens, Venetian blinds, awnings; Fans, window, ceiling and/or attic; Air Conditioning equipment; Electrical fixtures and equipment, Except such as the plugged in; Butane gas distributing system; Growing crops, trees, shrubs and flowers, except potted plants.

In the a	mount of	Six Thousand and no/100	6,000.00	)
Dollars,	payable	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXX	
<b>(2\$</b> XXXXX	XXXXXXX	vix Doldarsx cash on delivery of deed, and the balance of		
XXXXXX		(\$) \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	lol-lows:∵	
	. we away	Cach On Dollander of Total	tina kalumpatu tina asali.	

As earnest money, there is deposited and paid herewith the sum of One Hundred and no/100 ......(\$ 100.00)

Dollars, which is to be credited upon the above cash payment, if and when this deal is consummated.

- 1. TAXES, INSURANCE, RENTS and INTEREST on any assumed mortgage or Vendor's Lien are to be prorated to date of delivery of the deed.
- 2. The agreement as to Paving, White-way, or other Special Assessments (now due and unpaid) against the property is as follows:
- 3. Conveyance is to be by Deed, properly executed, with sufficient U. S. Internal Revenue Stamps properly affixed.
- 4. You are to furnish: (Indicate your election in ACCEPTANCE OF OFFER)
- A. COMPLETE ABSTRACT OF TITLE within 30 days of your acceptance for and subject to examination and approval by my attorney. Any defects shall be pointed out to you in writing within 10 days of delivery to me of said Abstract of Title and you shall have 30 days thereafter to cure or correct same to the satisfaction of my attorney. I am to close the transaction within 10 days after said title has been declared by my attorney to be good and merchantable.
- B. OWNER'S GUARANTY OF TITLE within 30 days from your acceptance, or at the time of closing, or whichever shall first occur, in the full amount of the consideration. If Title

  INSURANCE COMPANY OF Mississippi Valley refuses to issue a Title Policy because the title to the above described property is not good and merchantable, you are to have 30 days after notice of such refusal by the said Title

  Insurance Company

to cure and correct the same. I am to close this transaction within 10 days of the issuance (or commitment to issue) of said Title Policy.

- 5. If you can not deliver a good and merchantable title, I shall have the election to take such title as you can deliver (and you may make appropriate exceptions in your Warranty); If the title is acceptable to me, except for money liens, I have the election to pay such liens out of the purchase price due hereunder: the alternate to either above election is my right to declare this contract void, in which event you will refund to me my earnest money deposit. Title shall not be deemed defective because of (a) any tenancies of the property, (b) any recorded easements or restrictive covenants, and (c) any liens or other money encumbrances which I herein take subject to or have herein assumed and agreed to pay.
- 6. Should I fail or refuse to consummate this trade after title has been found to be good and merchantable, as herein provided, you shall have the option (1) to declare this contract void, and in that event my earnest money deposit shall be forfeited by me as liquidated damages for my breach of contract, or (2) pursue such other remedy in Law and/or Equity to which you may be entitled.
- 7. As to any encumbrances assumed by me herein, you will keep the same on a current basis pending closing of this transaction: I will increase the cash payment to repay you for any reduction in the principal indebtedness thus made. The total cash payment, plus the then remaining principal indebtedness shall equal the total purchase price.
- 8. Subject to my paying for the property in full, including all assumed encumbrances, I agree to place, after examination by my attorney, all abstracts and other related legal documents in the hands of the proper lien holder.

This offer is executed in triplicate and is good only if accepted before_	Movember 28th	19 67
Signed and sealed on the day and date first above set out.		
- Stoul Dorman	Chalis & Sule	
WITNESS	BUYER	
WITNESS	SPOUSE	

(If this offer includes the exchange of Real Estate or is subject to the procurement of a mortgage by the purchaser, the offer must be signed by both husband and wife).

EARL FORSMAN, d/b/a FORSMAN REALTY,	X	
·	IN THE CIRCUIT COURT O	ЭF
Plaintiff,	X BALDWIN COUNTY, ALABAM	ΛIA
vs.	X AT LAW	
OLGA T. JOHNSON,	X CASE NO. 7940	
Defendant.		
The second secon	the second of th	

Comes now the Defendant in the above styled cause and for answer to the Plaintiffs Bill of Complaint adds the following:

2.

Defendant says that on November 6, 1967, she did give the Plaintiff an exclusive listing contract to sell her home in Robertsdale for \$8,500.00. She admits that she signed an instrument on November 25, 1967, but that she was not informed that the purchase price was \$6,000.00, nor did the Plaintiff, at the time she signed the instrument, give her an opertunity to read the same. She further says that she has bad eyes and could not read the same without a magnifying glass. Complainant told her that it listed the amount she was asking for. She further says that immediately upon learning that the purchase price was to be \$6,000.00 she called the Plaintiff, and advised him that she would not sell.

WILTERS & BRANTLEY

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 23...deg of 194, served a copy of the to be one tin In counsel for all parties to this placeding by main, he is in by United States Mail, properly audiessed, and hist class politage prepaid.

WILTERS & BRANILEY

diamin.

AUE J. DUCK CLERK REGISTER

EARL FORSMAN, d/b/a FORSMAN REALTY,	χ	
	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
vs.	X	AT LAW
OLGA T. JOHNSON,	X	CASE NO. 7940
Defendant.		

Comes your Defendant in the above styled cause and for answer to the Plaintiff's Bill of Complainant, says:

1.

That she is not guilty of the matters alleged therein.

WILTERS & BRANTLEY

for the Defendant

CERTIFICATE OF SERVICE

If do hereby certify that I have on this 15 day of Admiayy 1968 served a copy of the foregoing pleading on coinsel for all parties to this proceeding by mailing the same by United State Mail, properly addressed, and first class postage prepaid.

JAN 1 5 1968

CLERK REGISTER

EARL FORSM. FORSMAN REA	AN, d/b/a ALTY,	Q	
	Plaintiff,	Q	IN THE CIRCUIT COURT OF
VS.		Q	BALDWIN COUNTY, ALABAMA,
OLGA T. JO	HNSON,	Ŏ	AT LAW.
	Defendant.	Ŏ	1940

### COMPLAIND

The Plaintiff claims of the Defendant the sum of THREE HUNDRED (\$300.00) DOLLARS, damages for breach of an Agreement entered into by her on, to-wit, the 25th day of November, 1967, a copy of which Agreement is attached hereto, made a part hereof and marked, Exhibit "A", by which the Defendant agreed to pay the Plaintiff the sum of THREE HUNDRED (\$300.00) DOLLARS for producing a purchaser acceptable to her.

The Plaintiff avers that although he has produced a purchaser acceptable to the Defendant, the Defendant has refused to complete the trade or to pay the Plaintiff the THREE HUNDRED (\$300.00) DOLLARS for producing said Purchaser, WHERE-FORE, Plaintiff sues.

Attorney for Plaintiff

Defendant resides on the left side of Hoiles Street, West of Highway 59, in Robertsdale, Alabama.

FLED

JAN 8 1968

ALC J. DICK CLERK REGISTER

FORSMAN	
	Mobile Avenue
Fairhope,	Alabama 36532

#### OFFER TO PURCHASE

Fairhope, A	i abama	
<u> молешрет.</u>	25 <b>th</b> ,	1 <u>e_6</u> 7

The undersigned, subject to the conditions herein noted, makes this firm offer to purchase from you the following described real property keated in Robertsdale - Baldwin County to wit:

Beg. N. E. Corner Lot 7, Hoiles Sub. Plot 4 B run W. along N. line Lot 7, 75 ft; thence South to NW cor. lot Mrs. Gilgore; thence Northeasterly along Gilgore N. Line to point on Southwardly line Lot 7; thence Northwesterly along E. Line lot 7 to beginning being. part Lot 7.

together with all buildings and improvements thereon and any and all of the following: Equipment for heating, including "radiant" type heaters, gas logs, radiators; Water Heaters; Plumbing Equipment, fixtures (bath, kitchen and sewerage); Window screens, Venetian blinds, awaings; Fans, window, ceiling and/or attic; Air Conditioning equipment; Electrical fixtures and equipment, Except such as the plugged in; Butane gas distributing system; Growing crops, trees, shrubs and flowers, except potted plants...

Cash On Delivery of Deed.

The state of the s	the sum of One Hundred and no/100(\$ 100.00
As earnest money, there is deposited and paid herewith Dollars, which is to be credited upon the above cash	payment, if and when this deal is consummated.

- 1. TAXES, INSURANCE, RENTS and INTEREST on any assumed mortgage or Vendor's Lien are to be provated to date of delivery of the deed.
- The agreement as to Paving, White-way, or other Special Assessments (now due and unpaid) against the property is as follows:
- S. Conveyance is to be by Warranty Dood, properly executed, with sufficient U. S. Internal Revenue Stramps properly affixed.
- 4. You are to furnish: (Indicate your election in ACCEPTANCE OF OFFER)
- A. COMPLETE ABSTRACT OF TITLE within 80 days of your neceptance for and subject to examination and approval by my attorney. Any defects shall be pointed out to you in writing within 10 days of delivery to me of said Abstract of Title and you shall have 80 days thereafter to cure or correct same to the satisfaction of my attorney. I am to close the transaction within 10 days after said title has been declared by my attorney to be good and merchantable.
- E. OWNER'S GUARANTY OF TITLE within 30 days from your acceptance, or at the time of closing, or whichever shall first occur, in the full amount of the consideration. If Title in the full amount of the consideration. If Title insurance COMPANY OF MISSISSIDD! VALLEY refuses to issue a Title Policy because the title to the above described property is not good and merchantable, you are to have 50 days after motice of such refusal by the said Title Insurance Company to cure and correct the same. I am to close this transaction within 10 days of the issuance (or commitment to issue) of said Title
- 5. If you can not deliver a good and merchantable title. I shall have the election to take such title as you can deliver (and you may make appropriate exceptions in your Warranty); If the title is acceptable to me, except for money liens, I have the election to pay such liens out of the purchase price due hereunder: the alternate to either above election is my right to declare this contract void, in which event you will refund to me my earnest money deposit. Title shall not be deemed defective because of (a) any tenancies of the property, (b) any recorded easements or restrictive covenants, and (c) any liens or other money encumbrances which I herein take subject to or have herein assumed and agreed to pay.
- 6. Should I fail or refuse to consummate this trade after title has been found to be good and merchantable, as herein provided, you shall have the option (1) to declare this contract void, and in that event my earnest money deposit shall be forfeited by me as liquidated damages for my breach of contract, or (2) pursue such other remedy in Law and/or Equity to which you may be entitled.
- 7. As to any encumbrances assumed by me herein, you will keep the same on a current basis pending closing of this transaction: I will increase the cash payment to repay you for any reduction in the principal indebtedness thus made. The total cash payment, plus the them remaining principal indebtedness shall equal the total purchase price.
- B. Subject to my paying for the property in full, including all assumed encumbrances, I agree to place, after examination by my attorney, all abstracts and other related legal documents in the hands of the proper lien holder.

Charles &	The second secon	
This	offer is executed in triplicate and is good only if accepted before	November 28th,, 18_67.
	Signed and scaled on the day and date first above set out.	
	Moul down	
. '	VATINESS .	

WITNESS

SPOUSE

(If this offer includes the exchange of Real Estate or is subject to the procurement of a mortgage by the purchaser, the offer most be signed by both husband and wife).

"EXFIBIT A"

# ACCEPTANCE OF OFFER

I acknowledge receipt from Earl Forsman , a wide CHASE on the reverse side of this document. I agree to the elect to furnish you with:	icensed Real Estate Broker, of an executed copy of the OFFER TO PUR- he terms of the said OFFER TO PURCHASE and hereby accept the same.			
of the property	of title to the property icy for the full amount of the purchase price			
Unless otherwise agreed to in writing. I will pay Ear	I Forsman a becomed Real Estate Broker, when this sale has been			
herewith If however the arrest payment / % or the	he gross sales price as a commission in payment for his retrices in connection for file and the terms of the sald contract, the said Earl Foreman for his services in this matter, but not to exceed the amount or the com-			
Ball forman	- Ja / Johnson (SEAL)			
WAARADO	OWNER			
WITNESS	OWNER OR SPOUSE (SEAL)			
(If owner is married, spouse must sign the ACCEPTANCE	OF OFFER),			
Received this 25th day of November 1967	The second secon			
to cover the above mentioned earnest money deposit.	, check to the order of <u>SUTSIDEN</u> HEALTY			
	EARL FORSMAN			
	A Licensed Medi Estate/Broker.			
	The State of the s			
9,400 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	By More To Voter Con			
The state of the s	and the same of th			
INFORMATION FOR	CLOSING THIS TRANSACTION.			
A. Name of Purchasers: Charles Swobods and Glo	pria Swoboda (his wife).			
15. Shall there be a survivor clause in dead? Yes: X No:	Accounts to			
C. If buyer is married and spouse is a necessary party to trans	section, what is opening's full name?			
D. What consideration is to be recited in the deed?				
IL What is Owner's full name? Olga T. Johnson	in the second			
If. What is full mane of Owner's sponse?				
Subject to Buyer being able to obtain a loam. ( ) Part Cash, Be	dance by Vendor's Lieu Deed or Purchase Money Mortgage, ( ) Cash, such, balance by assumption of the mortgage or by a Vendor's Lieu Deed.			
cobligated 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 issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than S.  which statement the seller hereby agrees to deliver to the purchaser promptiy—after such appraised value statement is made available to the seller.				
tract without regard to the amount of the appraised	and option of proceeding with the consummation of this convaluation made by the Federal Housing Commissioner."			
1. OCUPANEY TO BE JAG	1 15, 1968			
<b>秦</b> 德				
	(Purchaser)			
	•			
	(Seller)			

STATE OF ALABAMA	Circuit Court, Baldwin Co	ounty
Baldwin County	No7940	
	,	.TERM, 19
	TO ANY SHERIFF OF THE STATE OF ALAE	BAMA:
You Are Hereby Commanded to Sun	nmon Olga T. Johnson	***************************************
		***************************************
		******************************
Mary Comme	emur, within thirty days from the service hereof,	
	1920 en marca de la companya de la	. John State States Languages
filed in the Circuit Court of Baldwin (	County, State of Alabama, at Bay Minette, against	
01	ga T. Johnson	, Defendant
불통통통하다 190명 (1965년 - ) 1964년 - 1965년	rl Forsman, d/b/a Forsman Realty	in the second
		, Plaintiff
		,
Witness my hand this	day of January 19.68.	6
	Mill / !	Clerk

No7940 Page:		
STATE OF ALABAMA  Baldwin County		Defendant lives at
CIRCUIT COURT		Received in Office
EARL FORSMAN, d/b/a FORSMAN		JAN 8 1968 19
REALTY,		Sheriff
Plain	tiffs	I have executed this summons
vs.	And the second of the second o	by leaving a copy with
OLGA T. JOHNSON Defenda	ants	
SUMMONS AND COMPLAINT		Olyan L. Joshnan
Jan. 8, 1968 19		
Alice.J. Duck Cl	erk	Sparret claims 50 miles in
		Ton Cente Der mile Tolo! & 5 TAYLOR, WILKINS SHERIFI  BY DEPUTY SHERIFF
E. G. Rickarby		
Plaintiff's Attor	ney	Sheriff
Defendant's Attori	 ney	Landele Che Deputy Sheriff
		RINCOLL
		•

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