

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

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,

E. G. Rickaby

EGR/jlb

Encl.

cc: Mr. Earl Forsman
1-18-68

7940

EXCLUSIVE LISTING CONTRACT

Def. Ex. No. 1.

FORSMAN REALTY
304 Delmar Street
Fairhope, Alabama

Nov 6

1967

In consideration of services rendered and to be rendered by you in selling or assisting me to sell property described as follows

BEG. N.E. COR LOT 7 HOILES SUB PLOT 4B RUN W AL N
LINE LOT 7, 75 FT; TH S. TO NW COR LOT MRS. GILBORG;
TH NE'LY AL GILBORG N LINE TO PT ON S'LY LINE
LOT 7; TH NW'LY AL E LINE LOT 7 TO BEG. BEING
PART LOT 7.

I agree that you shall have the sole and exclusive agency of sale for said property, for \$ 8,500.00 and for any less amount hereafter authorized by me, for a period of 6 months from date hereof, and thereafter until notified by me in writing of its withdrawal from sale and I hereby authorize you to sell or contract with purchaser for the sale and conveyance by warranty deed of said premises according to the price and terms herein given, and agree to furnish at my expense abstract of title or title insurance policy, and pay all unpaid installments of special assessments for improvement completed, and prorate, on customary basis, taxes, interest and all other items of income and expense to date of delivery of deed.

If said property be sold or otherwise disposed of by you during the above period, I agree to pay to you a commission of 5 per cent on the gross amount of said sale price.

I further agree to pay said commission to Earl Forsman Realty, if said property be sold or otherwise disposed of by any other person, firm or corporation including the undersigned, during the above period or after the above period on information given, received or obtained through you.

If this property is sold by means of an F.H.A. insured loan then I agree to pay the prevailing mortgage discount rate at the time of the closing of the sale. This mortgage discount has been explained to me by the listing agent.

Signature of Owner:

Olga T. Johnson

DESCRIPTION OF PROPERTY

Date Nov 6, 1967 Price \$ 8,500.00
Name of Owner OLGA T. JOHNSON House No. HOILES ST Telephone No. 947-4575
Lot No. _____ Block _____ In _____ No. Bedrooms 3
Den or Family Rm. _____ Total No. Rooms 5 Exterior Walls ASB Roof COOP
Interior Finish S/R Floors OAK Baths 1 Type Cooling NONE
Water Heater GAS Stove Connection GAS Garage NONE Porches BACK
How Heated RADIANT Sewer CITY Water CITY Gas NAT
Size of Lot _____ Street Paved YES Sidewalk NO Driveway NONE
Mortgage \$ _____ When and to whom Due _____ Remaining years _____ Interest _____
Present monthly payments _____ City, State & County Taxes 24.50 Paving or Sewer Assessments _____
Is Property Rented _____ To Whom _____ Income _____
Terms: \$ CASH Cash. Loan _____ Second Mortgage _____
Condition of property GOOD Age 12 Can we place sign thereon? YES
Possession given BY AGREEMENT Will exchange for _____ Listing Agent _____
Door Key found ALWAYS HOME When can property be shown _____
Additional Remarks: _____

ACCEPTANCE OF OFFER

I acknowledge receipt from Earl Forsman, a licensed Real Estate Broker, of an executed copy of the OFFER TO PURCHASE on the reverse side of this document. I agree to the terms of the said OFFER TO PURCHASE and hereby accept the same. I elect to furnish you with:

- 4-A () A COMPLETE ABSTRACT OF TITLE TO THE PROPERTY
4-B (☒) A TITLE GUARANTY POLICY FOR THE FULL AMOUNT OF THE PURCHASE PRICE OF THE PROPERTY

Unless otherwise agreed to in writing, I will pay Earl Forsman, a licensed Real Estate Broker, when this sale has been consummated, and out of the first cash payment, 5 % of the gross sales price as a commission in payment for his services in connection herewith. If, however, the earnest money deposit has been forfeited under the terms of the said contract, the said Earl Forsman, a licensed Real Estate Broker, is to receive one-half thereof for his services in this matter, but not to exceed the amount of the commission he would have been entitled to had this sale been consummated.

Signed and sealed this 25 day of NOVEMBER, 1967.

Earl Forsman
WITNESS

Olga T. Johnson
OWNER (SEAL)

WITNESS

OWNER OR SPOUSE (SEAL)

(If owner is married, spouse must sign the ACCEPTANCE OF OFFER).

Received this 25th day of November, 1967, check to the order of Forsman Realty to cover the above mentioned earnest money deposit.

EARL FORSMAN

A Licensed Real Estate Broker.

By Earl Forsman

INFORMATION FOR CLOSING THIS TRANSACTION.

A. Name of Purchasers: Charles Swoboda and Gloria Swoboda (his wife).

B. Shall there be a survivor clause in deed? Yes: ☒ No: ☐

C. If buyer is married and spouse is a necessary party to transaction, what is spouse's full name?

D. What consideration is to be recited in the deed?

E. What is Owner's full name? Olga T. Johnson

F. What is full name of Owner's spouse?

G. This is to be a (☒) Cash Transaction, () Part Cash, Balance by Vendor's Lien Deed or Purchase Money Mortgage, () Cash, Subject to Buyer being able to obtain a loan. () Part Cash, balance by assumption of the mortgage or by a Vendor's Lien Deed.

H. "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 issued by the 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."

1. OCCUPANCY TO BE JAN 15, 1968

(Purchaser)

(Seller)

"EXHIBIT A"

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

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 Robertsdaile 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 opportunity 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

BY:

Henry J. Wilters
Attorneys for the Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 23 day of January, 1968, served a copy of the foregoing Bill of Complaint for all parties to this proceeding by mailing the same by United States Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

By:

Henry J. Wilters

FILED

JAN 23 1969

ALICE J. DUCK CLERK REGISTER

EARL FORSMAN, d/b/a
FORSMAN REALTY,

Plaintiff,

vs.

OLGA T. JOHNSON,

Defendant.

X

X

IN THE CIRCUIT COURT OF

X

BALDWIN COUNTY, ALABAMA

X

AT LAW

X

CASE NO. 7940

X

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

BY: 

Attorney for the Defendant

CERTIFICATE OF SERVICE

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

WILTERS & BRANTLEY

BY: 

FILED

JAN 15 1968

ALICE J. DUCK

CLERK
REGISTER

EARL FORSMAN, d/b/a
FORSMAN REALTY,

Plaintiff,

VS.

OLGA T. JOHNSON,

Defendant.

Q

Q

Q

Q

Q

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

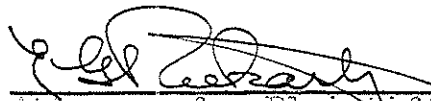
AT LAW.

7940

COMPLAINT

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, WHEREFORE, Plaintiff sues.


Attorney for Plaintiff

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

FILED

JAN 8 1968

ALICE J. DICK CLERK
REGISTER

November 25th, 1967.

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Signed and sealed this 25 day of NOVEMBER, 1967.

Earl Forsman

WITNESS

Olga T. Johnson

OWNER

(SEAL)

WITNESS

OWNER OR SPOUSE

(SEAL)

(If owner is married, spouse must sign the ACCEPTANCE OF OFFER).

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A Licensed Real Estate Broker.

By Earl Forsman

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D. What consideration is to be recited in the deed?
E. What is Owner's full name? Olga T. Johnson
F. What is full name of Owner's spouse?
G. This is to be a (X) Cash Transaction, () Part Cash, Balance by Vendor's Lien Deed or Purchase Money Mortgage, () Cash, Subject to Buyer being able to obtain a loan. () Part Cash, balance by assumption of the mortgage or by a Vendor's Lien Deed.
H. "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 issued by the 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."
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1. OCCUPANCY TO BE JAN 15, 1968

(Purchaser)

(Seller)

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 7940

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Olga T. Johnson

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

Olga T. Johnson, Defendant

by Earl Forsman, d/b/a Forsman Realty

Plaintiff

Witness my hand this 8th day of January 1968.

Alice J. Iluck, Clerk

Ex: 1-12-68

No. 7940

Page

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

EARL FORSMAN, d/b/a FORSMAN

REALTY,

Plaintiffs

vs.

OLGA T. JOHNSON

Defendants

SUMMONS AND COMPLAINT

Filed Jan. 8, 1968 19

Alice J. Duck Clerk

E. G. Rickarby

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received in Office

JAN 8 1968 19

AVICOR WILKINS

Sheriff

I have executed this summons

this 12 Jan 1968
by leaving a copy with

Olga T. Johnson

sheriff claims 50 miles

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS Sheriff

BY Charles Chelgren
DEPUTY SHERIFF

Taylor Wilkins, Sheriff

Charles Chelgren Deputy Sheriff

RICKARBY