

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Harvey D. Rhone and Sara C. Rhone to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of Gavin Realty Company, Inc., a corporation.

WITNESS my hand this 31st day of July, 1968.

Deirdre Duck
Clerk

X The defendants' address is Rita Street, Wilson Heights, Spanish Fort.

* * * * *

GAVIN REALTY COMPANY, INC.,)
a corporation,)

Plaintiff,)

VS.)

HARVEY D. RHONE and SARA)
C. RHONE,)

Defendants.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

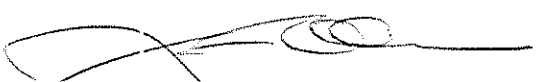
#8242

COMPLAINT

COUNT ONE

The plaintiff claims of the defendants the sum of Nine Hundred Twenty-five Dollars (\$925.00) due from the defendants as damages for the breach of a written agreement by the defendants entered into by and between the plaintiff, a license real estate broker in the State of Alabama, and the defendants on to-wit, July 2, 1968, under the terms of which the defendants appointed the plaintiff exclusive agent to sell certain real property owned by the defendants in Spanish Fort known as Lot 2, Wilson Heights Subdivision, Sixth Unit, and promised to pay to the plaintiff a real estate commission of five percent (5%) on the gross amount of any sale, agreement to sell, or exchange, or any one of them that may be negotiated during the existence of the said agreement, in

consideration of the promise of the plaintiff to use diligence in procuring a purchaser of the said property, if the said property was sold during the period of ninety days from the date of the said agreement. The said agreement is recorded in Deed Book 386 N. S., page 271, Baldwin County, Alabama Records. Plaintiff further avers that in accordance with its agreement with the said defendants, it, as such real estate broker, diligently advertised the said real property and used its best efforts to secure a purchaser for the same for the defendants and in fact did secure a purchaser who was ready, willing and able to purchase the said property and who did, in fact, purchase the said property and that notwithstanding the plaintiff's efforts and without its knowledge the defendants did sell or exchange the said property for a gross consideration of Eighteen Thousand Five Hundred Dollars (\$18,500.00). Plaintiff further avers that the said agreement was in full force and effect on the date of the said sale and that the defendants have failed and refused and continue to fail and refuse to pay to the plaintiff its commission according to the said agreement, hence this suit.


Attorney for Plaintiff

FILED

JUL 31 1968

ALICE J. DUCK

CLERK
REGISTER

~~TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIMED \$50 EACH
FOR SERVING 2 PROCESS(S) AND
TRAVEL EXPENSE ON EACH OF \$ 4.00
PROCESS(S) OR A TOTAL OF \$ 11.00~~

~~Received 31 day of July 1968
and on 31 day of July 1968
I served a copy of the within to
on W. A. Talbert
Spaniard Fort
By service on Spaniard Fort~~

~~TAYLOR WILKINS, Sheriff
By W. A. Talbert D. S.~~

~~Spaniard Fort~~

#8242

RECEIVED

JUL 31 1968

WALTER WILKINS
SHERIFF

433-3723

See inside
for
Expenditure

95463
00273

3563

RECEIVED IN OFFICE
AUG 26 1968
M. S. BUTLER, Sheriff

EXECUTED BY SERVING A
COPY OF THE WRIT ON
Henry B. Rhone
James C. Rhone

This the 27 day of August 1968
M. S. BUTLER
Sheriff, Montgomery County
By W. S. Butler
Deputy Sheriff

M. S. Butler, Sheriff of Montgomery
County, Alabama, Claim \$1.50 each for
serving 2 process(es) and \$1.00
travel expense on each of 200
process(es) or a total of 500
W. S. Butler
Deputy Sheriff