

Rosalie Chvington
Complainant

THE STATE OF ALABAMA,
Baedra County.

Thos. M. Chvington
vs.
et al

IN EQUITY,
CIRCUIT COURT OF
Baedra COUNTY.

This cause is submitted in behalf of Complainant upon the original Bill of Complaint... and
Equity threats

and in behalf of Defendant upon... answer

Regista

No. 6

THE STATE OF ALABAMA,
Barlow County.

IN EQUITY,
CIRCUIT COURT OF
Barlow COUNTY.

James M. Barlow

vs ad
James M. Barlow

NOTE OF TESTIMONY.

Filed in Open Court this

22

day of

May 1917

Thos. M. Barlow

Register.

May 7, 1915
May 22, 1917

25.
52
200
2
4.00
.40
4.40

6/12/13

25.50

June 7, 1915
May 22, 1917

16 2/3
2 1/2
32

29.40
28.50
58.20

8
40

1917-5-22
1915-3-7
2-2-15

2.00
1.80
3.80
25.00
28.80

1917-5-22
1915-6-7
1-11-15

16 2/3
1 1/2
17 1/3
8 1/2
6
1.80

32 2/3
6

THE STATE OF ALABAMA,

BALDWIN County.

No. ... CIRCUIT COURT IN EQUITY.

Rosalie Chivington Complainant

vs.

Thomas M. Chivington, Edith M. Chivington and Louis Glendinning Defendants

Motion is hereby made for a Decree Pro Confesso against Thomas M. Chivington, Edith M.

Chivington and Louis Glendinning Defendants

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said DefendantS.; and that said summons was duly served according to law, and that said DefendantS. have failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This 26th day of March 1917.

Page Hoover Solicitor

THE STATE OF ALABAMA,

Baldwin County,

CIRCUIT COURT, IN EQUITY.

Rosalie Livingston

vs.

Thomas M. Livingston

Edith M. Livingston
Successor Plaintiff

MOTION FOR DECREE
PRO CONFESSO ON
PERSONAL SERVICE.

Filed 3/27 1917

T. W. [Signature]
Register.

Recorded in..... Record

Vol..... Page.....

Register.

*Filed 3/27/17
T. W. [Signature]*

THE STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT OF
Baldwin COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon..... Thomas M Chivington, Edith M Chivington,
and Louis Glendinning

of Baldwin County, to be and appear before the Judge of the Circuit Court
of Baldwin County, exercising Chancery jurisdiction, within thirty days after
the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited
by Rosalie Chivington

against said..... Thomas M Chivington, Edith Chivington and Louis Glendinning,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defend-
ant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your
endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T.W. Richerson, Register of said Circuit Court, this
21st day of February 1917.

T.W. Richerson

Register.

Original

Serve on *Thomas M Chivington*
Edith Chivington

CIRCUIT COURT OF *Baldwin*

Baldwin COUNTY,

IN EQUITY.

No. 6.

SUMMONS.

Rosalie Chivington,

vs.

Thomas M Chivington,

Edith Chivington and

Louis Glindinning.

Page and Moorer.

Solicitor for Complainant.

Recorded in Vol. Page

THE STATE OF ALABAMA,

Baldwin County.

Received in office this 21st

day of February 19 17.

C. E. Curbanks

Sheriff.

Executed this 22 day of

Feb 1907

by leaving a copy of the within Summons

with *Thomas M Chivington*

Edith Chivington

Louis Glindinning

Defendant.

C. E. Curbanks

Sheriff.

By

L. W. [unclear]

Deputy Sheriff.

THE BALDWIN TIMES

ABNER J. SMITH, PROPRIETOR

DEVOTED TO THE INTEREST OF BALDWIN COUNTY AND HER PEOPLE

PUBLISHED EVERY THURSDAY

SUBSCRIPTION: \$1.00 PER YEAR IN ADVANCE

ADVERTISING RATES ON APPLICATION

TELEPHONE NO. 7, LOCAL AND LONG DISTANCE

BAY MINETTE, ALA.,

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

ABNER J. SMITH, being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of
Circuit Court of Baldwin County,

In Equity. No. 6.

Rosalie Chivington, Complainant

vs

Thomas M. Chivington, et al., Respondent.

Was published in said Newspaper for 4 consecutive weeks in the following issues:

Date of first publication	<u>June 28th, 1917</u>	Vol.	<u>28</u>	No.	<u>19</u>
“ “ second	<u>July 5th, 1917</u>	Vol.	<u>28</u>	No.	<u>20</u>
“ “ third	<u>July 12th, 1917</u>	Vol.	<u>28</u>	No.	<u>21</u>
“ “ fourth	<u>July 19th, 1917</u>	Vol.	<u>28</u>	No.	<u>22</u>

Subscribed and sworn to before the undersigned

this 20th day of July, 1917.

Mr. Rice
Clerk Circuit Court.

Abner J. Smith
Publisher.

Notice.
Rosalie Chivington, Complainant, vs Thomas M. Chivington, et al., Respondents. In the Circuit Court of Baldwin County, Alabama. In Equity. No. 6.
Notice is hereby given that under and by virtue of a decree made and entered in the said above entitled cause by the Circuit Court of Baldwin County, Alabama, do hereby certify that the following is a true and correct copy of the said decree as the same appears from the records of said court.

MOTORS, Inc.

Particulars and full particulars.

Work 2 to 3 miles per hour. Special pin. Road work, 5 to 6 miles per hour (extra). 700 lbs. Ground clearance 13 in.

Filed 7/20/1917.

T. R. Richmond
Register

Largest Weekly Circulation in South Alabama

Bay Minette, Ala.,

July 20th, 1917

NOTICE OF SALE

M
Rosalie Chivington, Complainant

vs

Thomas M. Chivington, et als., Respondents

THE BALDWIN TIMES

ABNER J. SMITH, PROPR.

FINE JOB PRINTING. BEST ADVERTISING MEDIUM

PROMPT SERVICE. LOWEST PRICES.

LOCAL AND LONG DISTANCE TELEPHONE

To publishing above Notice of Sale in The Baldwin Times,
in issues of June 28th, July 5-12-19, 1917:

149 words. @ $4\frac{1}{2}$ cents per word.....

\$6.70

the indebtedness adjudged to be due and owing from Thomas M. Chivington to Rosalie Chivington, execution may issue, and that the said respondents, Louis Glendinning and Thomas M. Chivington be and they hereby are taxed with the cost of this proceedings, for which execution may issue.

Witness my hand this the day and date first above written.

W. B. Gault
Judge of the 2nd Judicial Circuit
of Alabama.

Judge of Probate of Baldwin County, Alabama, and across each of the said conveyances, where they are recorded the following: "This conveyance is cancelled by order of the Circuit Court of Baldwin County, Alabama, in the case of Rosalie Chivington vs. Thomas M. Chivington, et al. by decree dated May 22nd, 1917" and the Register of this Court will sign his name thereto as such Register.

It being shown from the evidence the amount of the indebtedness due and owing from Thomas M. Chivington to ~~XXXX~~ Rosalie Chivington, and no reference being necessary to ascertain the said indebtedness, it is ordered, adjudged and decreed by the Court that Thomas M. Chivington is indebted to Rosalie Chivington for Alimony in the sum of Fifteen Hundred and Forty-six Dollars.

It is further ORDERED, ADJUDGED AND DECREED by the Court that the said Thomas M. Chivington pay the said sum of Fifteen Hundred and Forty-six Dollars into the Register of this Court for the use and benefit of Rosalie Chivington within thirty days from the date of this decree, and should the said Thomas M. Chivington fail or refuse to pay the said sum into this Court for the use of the said Rosalie Chivington as provided by this decree, then and in that event the Register of this Court is hereby authorized, instructed and empowered to sell at public outcry, before the Court House Door of Baldwin County, Alabama, after having first advertised the time, place and terms of said sale for thirty days by advertisement in a news paper published in Baldwin County, Alabama, and by posting a written notice at the Court House Door of Baldwin County, Alabama the following described real estate, situated, lying and being in the County of Baldwin, and State of Alabama, viz:

Farm five, being the Southwest quarter of the Northwest quarter of Section eight, Township six, South, of Range five, East, and devote the proceeds of said sale to the payment, first of the cost and expenses of this proceedings, including the expenses of the said sale, second to the payment and satisfaction of the said indebtedness adjudged to be due and owing from the said Thomas M. Chivington to the said Rosalie Chivington.

It is further ORDERED, ADJUDGED AND DECREED that for the payment of

Rosalie Chivington, Complainant,

vs.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY. IN EQUITY.

Thomas M. Chivington, Edith M.
Chivington and Louis Glendinning,
Respondents.

This cause coming on to be heard on this the 22nd day of May, 1917, the said 22nd day of May, 1917, being Tuesday of the first week of the regular Spring Term, 1917 of this Court, came the parties in their own proper persons and by their Solicitors of Record, and this cause being submitted to the Court for a final decree upon the original bill and the exhibits thereto and upon the answer of the respondents, upon consideration of the said evidence, the Court is of the opinion that the Complainant is entitled to the relief prayed for, ~~XXXXXXXXXXXXXXXXXXXX~~

The Register will enroll the following decree:

The Court being satisfied that the Complainant is entitled to the relief prayed, it is ORDERED, ADJUDGED AND DECREED by the Court that the Complainant is entitled to the relief prayed for and that the two deeds attached as exhibits B and C to the original bill and described as follows: Deed executed by Thomas M. Chivington and Edith M. Chivington to Louis Glendinning dated November 20th, 1916 and filed for record in the office of the Judge of Probate of Baldwin County, Alabama December 29th, 1916 and deed from Louis Glendinning and Thurza Glendinning to Edith M. Chivington dated November 20th, 1916 and filed for record in the office of the Judge of Probate of Baldwin County, Alabama December 29th, 1916, both of the said conveyances conveying the following described lands, situated, lying and being in Baldwin County, Alabama, viz: Farm five, being the Southwest $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 8, Township 6, South, of Range 5, East, are each and both fraudulent and void as to the debt of this Complainant and that each and both of the said conveyances be and they hereby are cancelled and avoided.

It is further ORDERED, ADJUDGED AND DECREED by the Court that *after 3 o'clock* from the date of this decree, *in the event* Thomas M. Chivington, shall fail to comply with the terms of the Register of this Court mark upon the records in the Office of the

STATE OF ALABAMA.

In The Circuit Court.

BALDWIN COUNTY.

In Equity.

Rosalia Chivington

vs.

Thomas M Chivington, Louis Glendinning and Edith M Chivington.

To The Hon. A E Gamble. Judge of the 2nd. Judicial Circuit sitting in Equity.

The Answer of Thomas M Chivington, Edith M Chivington, and Louis Glendinning to the original bill of complaint in this cause.

Respondents admit the allegations of the First, Second and third paragraphs of said complaint.

Respondents ~~deny that~~ admits all of the allegations of the Fourth paragraph of said original bill except that part of the same which alleges that said ~~considerations~~ conveyances were fraudulent and made for the purpose of defrauding Oratrix. respondents .

For further answer to the original bill of complaint and each paragraph thereof severally and separately respondents say that the conveyance to Louis Glendinning by Thomas M Chivington was made without consideration but solely for the purpose of having said Glendinning make transfer of said lands to Edith M Chivington, the wife of Thomas M Chivington, and that the conveyance to Edith M Chivington by Louis Glendinning was Made to her at the request of Thomas M Chivington and that the consideration thereof was a bona fide offer of marriage made and consummated by Thomas M Chivington and accepted by the said Edith M Chivington, that the consideration was the marriage of Edith M Chivington to Thomas M Chivington and at the time of ~~said~~ the execution of said deed to Louis Glendinning by Thomas M Chivington, and also at the time of the execution of the deed to Edith M Chivington by Louis Glendinning at the request of Thomas M Chivington no payment on the judgment obtained in the Courts of Illinois and set out in the second paragraph of said original complaint was then due. and that said judgment was not at the time recorded in Alabama, nor was it a lien on said property.

THOMAS M CHIVINGTON
Edith M Chivington

Louis Glendinning.

By Frank H. Stone
Solicitor

Paulie Choungton

ps.
Thos. M. Choungton
et al.

Answer

Filed May 21,
1917
W. H. H. H. H.

Register

THE STATE OF ALABAMA,

No. 6

Baldwin County.

CIRCUIT COURT, IN EQUITY.

Rosalie Chivington, Complainant

vs.

Thomas M Chivington, Edith M Chivington and Louis Glendinning, Defendants

In this cause it appears to the Register, T.W. Richerson,

that a Summons requiring the Defendant's Thomas M Chivington, Edith M Chivington and Louis Glendinning,

to appear and demur, plead to or answer the Bill of Complaint in this cause within thirty days after the service of said Summons upon Thomas M Chivington, Edith M Chivington and Louis Glendinning was served upon them by the Sheriff of Baldwin County, Alabama, on the 22nd, day of February, 1917., and the said Defendant's having failed to demur, plead to or answer the said Bill of Complaint to this date, it is now, therefore, on motion of Complainant,

ordered and decreed that the said Bill of Complaint in this cause be and it hereby is in all things taken as confessed against the said Thomas M Chivington, Edith M Chivington, and Louis Glendinning

Defendant's aforesaid.

This 27th, day of March, 1917.

T.W. Richerson

Register.

No. 6 Page

THE STATE OF ALABAMA,

Baldwin County.

CIRCUIT COURT, IN EQUITY.

Rossie Chivington,

vs.

Thomas M Chivington,

Edith M Chivington.

~~Louis Glendinning.~~

DECREE PRO CONFESSO ON
PERSONAL SERVICE.

Issued March 27th, 19 17

T. W. Ricum
Register.

Filed 3/27/17
T. W. Ricum
Register

Recorded in.....Record,

Fol.....Page.....

Register.

for said County and State, do hereby certify that on the 20th day of November, 1916, came before me the within named Thurza Glendinning, known to me to be the wife of the within named Louis Glendinning, who being examined separate and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of her husband.

In witness hwereof, I hereunto set my hand, this 20th day of November, 1916.

John B. Wilters,

Ex Officio J.P. Notary Public in
and for said County and State.

Filed for record Dec. 29th, 1916.

Recorded Dec. 29th, 1916.

J.H.H. Smith,
Judge of Probate.

*I acknowledge myself indebted as shown for
cost to the extent of \$10.00*

EXHIBIT C.

This Deed made the Twentieth day of November, 1916, between Louis Glendinning and his wife, Thurza Glendinning, of the first part and Edith M. Chivington of the Second part, Witnesseth: That the parties of the first part in consideration of One Dollar and other valuable consideration (\$1.00) Dollars, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents does grant, bargain, sell, convey and deliver unto the said party of the second part her heirs and assigns forever, all that real property in Baldwin County, Alabama, described as follows, to-wit:

Farm Five (5), being the Southwest quarter (SW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section Eight (8) in Township Six (6), South of Range Five (5) East in Baldwin County, Alabama, containing Forty (40) acres, more or less.

Together with all appurtenances thereunto belonging, to have and to hold forever and against any person lawfully claiming the same, said parties of the first part shall forever warrant and defend.

In witness whereof, the parties of the first part have hereunto set their hands and seals the day and year first abovewritten.

Signed, sealed and delivered
in the presence of
Edward E. Hunt
W, A, Hammond.

Louis Glendinning (Seal)

Thurza Glendinning (Seal)

STATE OF ALABAMA,
BALDWIN COUNTY.

I, John B. Wilters a Exo@fficio J.P. Notary Public in and for said County and State, do hereby certify that Louis Glendinning and his wife, Thurza Glendinning, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same hears date.

Given under my hand, this the 20th day of November, 1916.

John B. Wilter.

STATE OF ALABAMA, BALDWIN COUNTY.

I, John B. Wilters, an Ex officio J.P. Notary Public in and

will and accord and without fear, constraint or threats on the part of her husband.

In witness whereof I hereunto set my hand, this 20th day of November, 1916.

John B. Wilters,

Ex Officio J.P. Notary Public
in and for said County and State

Filed for record December 29th, 1916.

Recorded Dec. 29th, 1916.

J.H.H. Smith,
Judge of Probate.

EXHIBIT B.

This deed made the Twentieth day of November, 1916,
between Thomas M. Chivington and his wife, Edith M. Chivington of the First
part and Louis Glendinning of the second part, Witnesseth: That the parties
of the First Part, in consideration of One Dollar and other valuable consid-
erations (1.00) Dollars to them in hand paid by the party of the Second part
the receipt of which is hereby acknowledged, have bargained and sold, and
by these presents does grant, bargain, sell, convey and deliver unto the
said party of the second part his heirs and assigns forever, all that real
property in Baldwin County, Alabama, described as follows, to-wit: Farm
five (5), being the Southwest quarter (SW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$)
of Section eight (8) in Township Six (6), South of Range five (5) East in
Baldwin County, Alabama, containing Forty (40) acres, more or less.

Together with all appurtenances thereunto belonging, to
have and to hold forever and against any persons lawfully claiming same,
said parties of the first part shall forever warrant and defend.

Signed, sealed and delivered
in the presence of
Edward A. Hunt
W.A. Hammond.

Thomas M. Chivington (Seal)
Edith M. Chivington (Seal)

STATE OF ALABAMA, BALDWIN COUNTY.

I, John B. Wilters, a Notary Public Ex officio J.P. in
and for said County and State, hereby certify that Thomas M. Chivington and
his wife, Edith M. Chivington, whose names are signed to the foregoing con-
veyance, and who are known to me, acknowledged before me on this day that
being informed of the contents of the conveyance they executed the same
voluntarily on the day the same bears date.

Given under my hand, this 20th day of November, 1916.

John B. Wilters.

STATE OF ALABAMA, BALDWIN COUNTY.

Ex officio J.P. and Notary
Public in and for said County

I, John B. Wilters, a Notary Public ex officio J.P.
in and for said County and State do hereby certify that on the 20th day of ~~XX~~
November, 1916, came before me the within named Edith M. Chivington, known
to me to be the wife of the within named Thomas M. Chivington, who being
examined separate and apart from her husband, touching her signature to the
within conveyance, acknowledged that she signed the same of her own free
--1--

Five Hundred (\$500) alimony July 1st, 1915; Five Hundred (\$500) Dollars alimony January 1st, 1916; Five Hundred (\$500) Dollars alimony July 1st, 1916; Five Hundred (\$500) Dollars alimony January 1st, 1917; Five Hundred (\$500) Dollars alimony July 1st, 1917; Five Hundred (\$500) Dollars alimony January 1st, 1918; and that none of said alimony payments shall bear interest until the same mature and become due, as aforesaid, and that after the same mature and become due and payable, the same shall bear interest as judgments and decrees for money in the State of Illinois; provided, however, that in case the said Defendant shall fail, neglect or refuse to make payment of any one of said semi-annual installments of Five Hundred (\$500) Dollars alimony, on or before the date when the same mature, then in such case, all of the balance of alimony remaining unpaid by reason of such default, shall immediately mature and become payable and enforceable hereunder; and provided, further, that the Defendant shall make each and all of said payments unto the Complainant, or unto her said solicitor, or unto the Clerk of this Court, to be paid by said Clerk to said Complainant; and for the purpose of enforcing the payment of said alimony the Court hereby retains jurisdiction of the parties hereto.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said Complainant, upon the maturity and non-payment of any of said installments, or the entire unpaid balance, as aforesaid, may have execution therefor, against the Defendant.

L. Honore
Judge.

provided, that said payments shall not bear interest until they mature and become due and payable, and that in case the said Defendant shall neglect or refuse to make his payments on or before the date when the same mature, upon any default happening, the entire unpaid balance shall immediately mature and be payable and enforceable as alimony; and which said sum of Four Thousand (\$4,000) Dollars alimony, when paid shall be in full satisfaction and discharge of all claims of said Complainant for alimony against said Defendant; and that said agreement respecting the settlement, said alimony, solicitor's fees and costs of this suit, and said other claims and interests are just, reasonable and equitable.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that each of said findings by this Court made are hereby confirmed, and this Court, by virtue of the power and authority therein vested, and the statute in such case made and provided, doth ORDER, ADJUDGE and DECREE that the bonds of matrimony heretofore existing between the Complainant, Rosalie Chivington, and the Defendant Thomas McKnight Chivington, be and the same are hereby dissolved, and the same are dissolved accordingly.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither party shall marry again within the time forbidden by the statute, unless they remarry each other.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said Complainant do have and recover from the said Defendant, the sum of One Thousand (\$1,000) Dollars, as consented to and agreed to by her in full discharge and satisfaction of any and all claims the Complainant has against the Defendant at this time, and of her dower or other statutory rights in the Defendant's property, in full payment and satisfaction of her solicitor's fees and costs of suit in this proceeding; and which said sum of One Thousand (\$1,000) Dollars has been paid here in open Court, and the decree therefor is hereby satisfied; it is further ORDERED, ADJUDGED AND DECREED that the Defendant be and he is hereby adjudged to pay the said Complainant the further and whole sum of Four Thousand (\$4,000) Dollars alimony (as agreed by said Complainant) which said sum of alimony is adjudged to be paid to said Complainant, or unto the Clerk of this Court, for her use and benefit, in eight equal payments of Five Hundred (\$500) Dollars each, to-wit: Five Hundred Dollars (\$500) alimony July 1st, 1914; Five Hundred (\$500) Dollars alimony January 1st, 1915;

FIRST. That the Court has jurisdiction of the parties hereto and of the subject matter.

SECOND. That the said Complainant and said Defendant were heretofore lawfully married in the City of Chicago, County of Cook, and State of Illinois, in the year 1897; that for more than one year prior to the filing of the original bill of complaint herein the said Complainant and said Defendant were each lawful residents of the State of Illinois, and that at the time of the filing of the said original bill of complaint and at all times since the said Complainant and the said Defendant have been and are now lawful residents of the County of Cook and State of Illinois.

THIRD. That the Complainant has proven the material allegations in her second amended bill of complaint, and that the same are true, and that the Defendant did, wilfully desert and absent himself from his said wife, the Complainant, Rosalie Chivington, without any reasonable cause, for the space of more than two years prior to the filing of the original bill of Complaint of Complainant in this cause, and that she is entitled to her relief, an absolute divorce, as prayed in her said second amended bill of complaint, and that the equities of this cause are with the said Complainant and that said Complainant is entitled to the relief prayed by her.

FOURTH. The Court further finds that the parties hereto, and their respective solicitors, have come to an agreement respecting the alimony claimed by the Complainant and her solicitor's fee and costs of this suit and all other claims of said Complainant against said Defendant, and including her dower or statutory rights in his property, real or personal wherever situated, and that it has been agreed by said Complainant that said Defendant shall pay unto the said Complainant the sum of One Thousand (\$1,000.) Dollars (which is paid by said Defendant on the entry of this decree), in full payment and satisfaction of all her property interests in the property of said Defendant, and her claims against the said Defendant for moneys claimed by her to be due from him, and in full payment of her solicitor's fees and costs of this suit; and that said Defendant shall pay said Complainant the further sum of Four Thousand (4,000.) Dollars, alimony, in full thereof, which alimony shall be paid as follows: Five Hundred (\$500.) Dollars alimony on the first day of July, 1914, and a payment of Five Hundred (\$500) Dollars alimony on each of the following days: January 1st, 1915; July 1st, 1915; January 1st, 1916; July 1st, 1916; January 1st, 1917; July 1st, 1917; January 1st, 1918;

EXHIBIT A.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

IN THE CIRCUIT COURT OF COOK COUNTY.

In Chancery.

June Term, A.D.1913.

ROSALIE CHIVINGTON)
)
 Vs.) BILL No.320631.
)
THOMAS McKNIGHT CHIVINGTON.)

D E C R E E

This day came the Complainant, by Goodrich, Vincent & Bradley, her solicitors, and the Defendant, upon his personal appearance entered herein, and by Jesse E. Roberts, his solicitor;

And this cause coming on now to be heard upon the second amended bill of complaint filed herein by leave of Court, and to stand in lieu of the original bill of complaint and the first amended bill of complaint filed herein by said Complainant, and upon the appearance in writing, duly signed and acknowledged by the Defendant, Thomas McKnight Chivington, and upon his answer to the said second amended bill of complaint of the said Complainant, Rosalie Chivington, duly made and executed by him and filed herein, and upon the replication to said answer, and upon the stipulation in writing made by and between the parties hereto and their respective solicitors, consenting and agreeing to set this cause down for an immediate hearing upon the said second amended bill of complaint (filed herein by leave of Court, and to stand in lieu of the original bill of complaint, and the first amended bill of complaint filed herein), -- and the answer of said Defendant thereto, and the Complainant's replication to said answer, and the Court having set this case for trial upon said stipulation, and said trial having proceeded, and the Court having heard the evidence adduced by the said Complainant, and having heard the argument of counsel for the said Complainant and the said Defendant (both parties to this suit being here represented by their respective solicitors of record), and the Court being fully advised in the premises, finds;

PRAYER FOR PROCESS.

The premises considered, your Oratrix respectfully prays that the said Thomas M. Chivington, Edith M. Chivington and Louis Glendinning be made parties respondent to this original Bill of Complaint by the usual process of this Honorable Court and that they be required to demur, plead to or answer the same within the time and under the pains and penalties as provided by law, or that the same be forever confessed.

PRAYER FOR RELIEF.

That on the final hearing of this cause that the said conveyances, copies of which are hereto attached as Exhibits B and C, be declared fraudulent and void as to the debt of your Oratrix and that it be ascertained by this Honorable Court by a reference, or otherwise, the amount due and owing from the said Thomas M. Chivington to your Oratrix, and that the said Louis Glendinning and Edith M. Chivington be required by a proper decree of this Honorable Court to surrender up the said conveyances to this Court and that the said conveyances be cancelled, avoided, annulled and set aside and that the record of the said conveyances be so marked by the Register of this Honorable Court and that the said real estate herein above described be subjected and sold to the satisfaction of your Oratrix' said indebtedness.

That, if your Oratrix is mistaken in the relief above prayed for, that your Honor will grant unto her such other, further, different and general relief as in justice and equity she may be entitled to receive, under the allegations and proof she will ever pray, etc.

PAGE & MOORER,

Solicitors for Complainant.

FOOT NOTE: The respondents and each of them are required to answer each and every paragraph of the foregoing Bill of Complaint, numbered from First to Fourth, both inclusive, but not under oath, answer under oath being hereby expressly waived.

PAGE & MOORER,

Solicitors for Complainant.

State of Alabama: Farm Five, being the Southwest quarter (SW $\frac{1}{4}$) of Northwest quarter (NW $\frac{1}{4}$) of Section Eight (S8), Township Six (T6), South, Range Five, (R5), East, and on the said 20th day of November, 1916, the said Thomas M. Chivington and wife, Edith M. Chivington, made and executed to Louis Glendinning a deed purporting to convey the said real estate above described upon a recited consideration of One Dollar (\$1.00) and other valuable considerations, a copy of which said deed is hereto attached, marked "Exhibit B" and made a part hereof as though fully set out herein. That on the same day, to-wit: the 20th of November, 1916, the said Louis Glendinning and wife, Thurza Glendinning, did make, execute and deliver to Edith M. Chivington a deed upon the recited consideration of One Dollar (\$1.00) and other valuable considerations, conveying to the said Edith M. Chivington the said real estate above described, a copy of which said deed is hereto attached, marked "Exhibit C" and made a part hereof as though fully set out herein, leave of reference to all exhibits hereto attached being prayed as often as may be necessary.

FOURTH.

Your Oratrix avers and states the truth to be that the said conveyances, copies of which are hereto attached as Exhibits C and B, were made and executed by the said Thomas M. Chivington for the sole and exclusive purpose of defrauding your Oratrix to whom he was then indebted in the sum of Fifteen Hundred Dollars (\$1,500.00) alimony aforesaid, as is fully shown by copy of decree hereto attached, marked "Exhibit A". That in fact and in truth no consideration was paid by the said Louis Glendinning to the said Thomas M. Chivington and wife, Edith M. Chivington, and no consideration was paid by the said Edith M. Chivington to the said Louis Glendinning and wife, Thurza Glendinning and the said deeds, copies of which are hereto attached as Exhibits B and C, were executed without consideration, are wholly and utterly void as to your Oratrix and the considerations therein expressed are simulated, fraudulent and void and the said Thomas M. Chivington reserved unto himself a secret equity in and to the real estate herein set out and described. That the said Edith M. Chivington is the wife of the said Thomas M. Chivington .

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

TO THE HONORABLE, THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, AND TO THE HONORABLE A. E. GAMBLE, JUDGE THEREOF:-

Your Oratrix, Rosalie Chivington, humble complaining, respectfully represents and shows unto your Honor and unto the Court:

FIRST.

That she is over the age of Twenty-one years and is a bona fide resident citizen of the County of Cook, State of Illinois.

That Thomas M. Chivington, Edith M. Chivington and Louis Glendinning are each over the age of Twenty-one years and are each resident citizens of the County of Baldwin, State of Alabama.

SECOND.

That on, to-wit: the 16th day of June, 1913, your Oratrix obtained a judgment and decree in the Circuit Court of Cook County, State of Illinois against the said Thomas M. Chivington, for the sum of Five Thousand Dollars (\$5,000.00) adjudged to be due and owing from the said Thomas M. Chivington to your Oratrix as alimony on a bill filed by your Oratrix against the said Thomas M. Chivington in the said Circuit Court of Cook County, Illinois in Chancery.

That of the said sum so adjudged to be due your Oratrix in and by the said decree, a copy of which said decree is hereto attached, marked "Exhibit A" and made a part hereof as though fully set out herein, there is still due, owing and unpaid to your Oratrix from the said Thomas M. Chivington the sum of Fifteen Hundred Dollars (\$1,500.00), which said sum was owing from the said Thomas M. Chivington to your Oratrix on and prior to the 20th day of November, 1916, and still remains unsatisfied.

THIRD.

That on the said 20th day of November, 1916, the said Thomas M. Chivington was the owner of and in the possession of the following described real estate, situated, lying and being in the County of Baldwin