

FREDERICK REICHART, Individually )	IN THE CIRCUIT COURT OF
and doing business as BIG PINE )	BALDWIN COUNTY, ALABAMA
REAL ESTATE AGENCY, )	
Plaintiff, )	AT LAW, CASE NO. 8822
vs. )	
WILLIAM WILDMAN and MARY ANN )	
WILDMAN, )	
Defendants.	

INTERROGATORIES

Now comes the Defendants in the above styled cause, and propounds interrogatories to FREDERICK REICHART, Plaintiff in this suit, whose testimony when taken, will be material evidence for the Defendant on the trial of the above cause.

FIRST INTERROGATORY:

Please state your full name and mailing address.

SECOND INTERROGATORY:

Are you the sole owner of Big Pine Real Estate Agency?

THIRD INTERROGATORY:

If your answer to the next preceding question is Yes, how long have you been the sole owner of Big Pine Real Estate Agency?

FOURTH INTERROGATORY:

Did STANLEY D. MOFFATT at one time own Big Pine Real Estate Agency:

FIFTH INTERROGATORY:

If the answer to the next preceding question was answered in the affirmative, when did you purchase Big Pine Real Estate Agency from STANLEY D. MOFFATT?

SIXTH INTERROGATORY:

Did STANLEY D. MOFFATT have an office of Big Pine Real Estate Agency in his home on the 5th day of September, 1968?

SEVENTH INTERROGATORY:

Did you personally enter into a listing contract with the two Defendants in this suit:

EIGHTH INTERROGATORY:

If your answer to the next preceding question is in the negative, please state who entered into a listing contract with the Defendants in this suit.

NINETH INTERROGATORY:

Do you have personal knowledge of the listing contract entered into by the Defendants in this case with Big Pine Real Estate Agency?

TENTH INTERROGATORY:

Do you have personal knowledge of whether or not Big Pine Real Estate Agency advertised the property described in the listing contract dated September 5, 1968 with the Defendants herein?

ELEVENTH INTERROGATORY:

If your answer to the next preceding question was in the affirmative, in what publication was the property advertised and for how much?

TWELFTH INTERROGATORY:

Was this the price authorized by the listing contract to be advertised for?

THIRTEENTH INTERROGATORY:

If this question was answered in the negative, what was the price advertised for the property described in the listing contract?

FOURTEENTH INTERROGATORY:

Do you now have in your possession the original contract entered into by the Defendants in this cause concerning the sale of 122 acres in Van Buren Township in Fountain County?

FIFTEENTH INTERROGATORY:

If your answer to the next preceding question was in the negative, please answer of your own knowledge who does have the contract.

SIXTEENTH INTERROGATORY:

Did you personally ever take a prospective buyer to the property described in the listing contract of September 5, 1968?

SEVENTEENTH INTERROGATORY:

Do you personally know if STANLEY D. MOFFATT relieved the Defendants herein from the listing contract dated September 6, 1968?

EIGHTEENTH INTERROGATORY:

Do you personally know whether or not STANLEY D. MOFFATT returned the original contract to the Defendants in this case?

NINETEENTH INTERROGATORY:

Do you know of any reason why STANLEY D. MOFFATT returned the original contract to the Defendants in this case?

TWENTIETH INTERROGATORY:

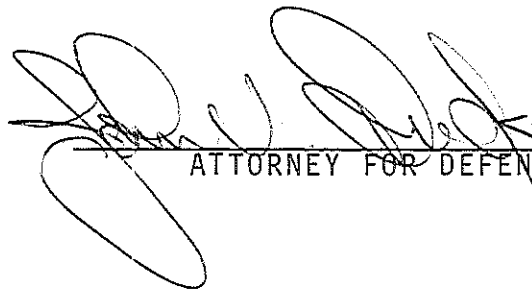
Do you personally know that the Defendants in this case gave to STANLEY D. MOFFATT a check to cover the cost of the advertising of this property in publication other than listing contract?

TWENTY-FIRST INTERROGATORY:

Did you have any personal contact with the Defendants in this case during the period of time covered by the listing contract?

TWENTY-SECOND INTERROGATORY:

If your answer was in the affirmative, please state when and where.

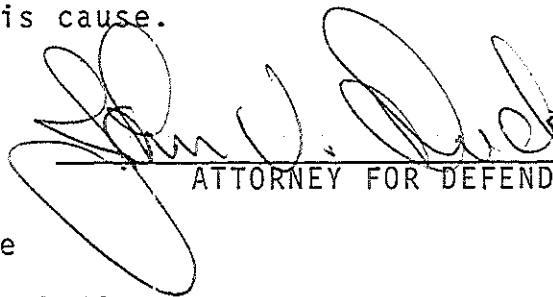
  
ATTORNEY FOR DEFENDANTS

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Rucia Higbee, a Notary Public in and for said state and county, personally appeared JOHN V. DUCK, who being by me first duly sworn, deposes and says:

That he is the Attorney for the Defendants, WILLIAM WILDMAN and MARY ANN WILDMAN; that the person to whom these Interrogatories are directed is a non-resident of the State of Alabama and that the answers to these Interrogatories will be material evidence for the Defendants at the trial of this cause.

  
ATTORNEY FOR DEFENDANTS

Sworn to and subscribed before  
me this 18th day of September, 1969.

Rucia Higbee  
NOTARY PUBLIC

I, E. G. RICKARBY, Attorney for the Plaintiff in the above styled cause, hereby accept service of these Interrogatories on this the 22 day of September, 1969.

  
E. G. RICKARBY

FILED

SEP 23 1969

ALICE J. DUCK

CLERK  
REGISTER

IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA, AT LAW  
CASE NO. 8822

FREDERICK REICHART, Ind. & dba  
BIG PINE REAL ESTATE AGENCY,

Plaintiff,

VS.

WILLIAM WILDMAN and MARY ANN  
WILDMAN.

Defendants.

INTERROGATORIES

FILED

SEP 23 1969

JOHN V. DUCK  
CLERK  
REGISTER

FROM THE LAW OFFICES OF

JOHN V. DUCK

ATTORNEY AT LAW  
FAIRHOPE, ALA. 36532

FREDERICK REICHART, Individually)  
and doing business as BIG PINE )  
REAL ESTATE AGENCY, )  
Plaintiff )

VS. )

WILLIAM WILDMAN AND MARY ANN )  
WILDMAN, )  
Defendants )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW. CASE NO. 8822

ANSWERS TO INTERROGATORIES

The plaintiff, in answer to the interrogatories propounded by the defendants, says:

FIRST INTERROGATORY:

Please state your full name and mailing address.

Frederick Reichart  
R.F.D. #6, Box #185  
Lafayette, Indiana 47905

SECOND INTERROGATORY:

Are you the sole owner of Big Pine Real Estate Agency:

Yes.

THIRD INTERROGATORY:

If your answer to the next preceding question is Yes, how long have you been the sole owner of Big Pine Real Estate Agency:

October 20, 1966, License #16825, State of Indiana.

FOURTH INTERROGATORY:

Did Stanley D. Moffet at one time own Big Pine Real Estate Agency:

No.

FIFTH INTERROGATORY:

If the answer to the next preceding question was answered in the affirmative, when did you purchase Big Pine Real Estate Agency from Stanley D. Moffet?

Not applicable.

SIXTH INTERROGATORY:

Did Stanley D. Moffet have an office of Big Pine Real Estate Agency in his home on the 5th day of September, 1968?

Yes.

SEVENTH INTERROGATORY:

Did you personally enter into a listing contract with the two Defendants in this suit:

Yes.

EIGHTH INTERROGATORY:

If your answer to the next preceding question is in the negative, please state who entered into a listing contract with the Defendants in this suit.

Yes, when the defendants signed the listing contract, they were dealing with Big Pine Real Estate Agency, of which I am sole owner. Negotiated by Stanley D. Moffet.

NINETH INTERROGATORY:

Do you have personal knowledge of the listing contract entered into by the Defendants in this case with Big Pine Real Estate Agency?

Yes.

TENTH INTERROGATORY:

Do you have personal knowledge of whether or not Big Pine Real Estate Agency advertised the property described in the listing contract dated September 5, 1968, with the Defendants herein?

After checking with office, property was advertised.

ELEVENTH INTERROGATORY:

If your answer to the next preceding question was in the affirmative, in what publication was the property advertised and for how much?

Country Cousin, \$395.00 Per Acre. October 7th and 14th, 1968.

TWELFTH INTERROGATORY:

Was this the price authorized by the listing contract to be advertised for?

The listing contract stated \$48,800.00 The defendant's father first said \$48,000.00, as it was far more than they had gave for the land, and then later changed the price to \$48,800.00, stating the

reason for doing so was because our sales commission charge was 2% more than where they had originally had the farm listed for sale.

THIRTEENTH INTERROGATORY:

If this question was answered in the negative, what was the price advertised for the property described in the listing contract?

\$395.00 Per Acre.

FOURTEENTH INTERROGATORY:

Do you now have in your possession the original contract entered into by the Defendants in this cause concerning the sale of 122 acres in Van Buren Township in Fountain County?

Only Photostatic Copy.

FIFTEENTH INTERROGATORY:

If your answer to the next preceding question was in the negative, please answer of your own knowledge who does have the contract.

Fenton Wildman did have the original copy, but now since the interrogatory of the defendant, I find that they have it.

SIXTEENTH INTERROGATORY:

Did you personally ever take a prospective buyer to the property described in the listing contract of September 5, 1968?

No.

SEVENTEENTH INTERROGATORY:

Do you personally know if Stanley D. Moffet relieved the Defendants herein from the listing contract dated September 6, 1968?

No, not relieved from the listing contract. The only way the Defendants could be relieved from the contract would be by a signed instrument from me. The defendant's father said they had decided to retain the property and did not wish to sell.

EIGHTEENTH INTERROGATORY:

Do you personally know whether or not Stanley D. Moffet returned the original contract to the Defendants in this case?

Yes, but not cancelled.



NINETEENTH INTERROGATORY:

Do you know of any reason why Stanley D. Moffet returned the original contract to the Defendants in this case?

Yes, Fenton Wildman, the defendant's father, was very insistent that the original be given to him even though he knew that Big Pine Real Estate Agency had photostatic copies of the listing contract and that the defendants were not relieved from it.

TWENTIETH INTERROGATORY:

Do you personally know that the Defendants in this case gave to Stanley D. Moffet a check to cover the cost of the advertising of this property in publication other than listing contract?

No.

TWENTY-FIRST INTERROGATORY:

Did you have any personal contact with the Defendants in this case during the period of time covered by the listing contract?

No direct verbal contact with defendants, only with defendant's father.

TWENTY-SECOND INTERROGATORY:

If your answer was in the affirmative, please state when and where.

About the 1st of December, 1968, at the office of Big Pine Real Estate Agency when Fenton Wildman said they wanted to keep the 122 acres in question.

  
\_\_\_\_\_  
Attorney for Plaintiff

STATE OF INDIANA       )  
                              ) SS:  
COUNTY OF TIPPECANOE )

Before me, Lucille A. Gadsden a Notary Public in and for said county and state, personally appeared Frederick Reichart and says the answers to the interrogatories propounded by the

defendants as above set out are true and correct.

Frederick Leichner

Subscribed and sworn to before me this 15 day of October,  
1969.

Lucille A. Kaddard  
Notary Public

My Commission Expires:

Jan 26, 1971

#### CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the  
opposing party in the foregoing matter with a copy of this pleading  
by depositing in the United States Mail a copy of same in an  
envelope with adequate postage prepaid the eon and properly  
addressed.

This 17 day of Oct, 1969.

E. G. RICKARBY

E. G. Rickarby

Attorney for Plaintiff  
P. O. Box 471, Fairhope, Ala. 36532

FILED

OCT 23 1969

ALICE J. DUCK CLERK  
REGISTER

FILED

OCT 23 1969

ALICE J. DUCK CLERK  
REGISTER

Our File No. 69-142  
Your File No. ....

Law Offices  
E. G. RICKARBY  
25 SOUTH SECTION STREET  
FAIRHOPE, ALABAMA 36532

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

October 21, 1969

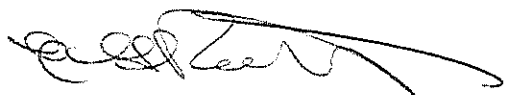
Mrs. Alice J. Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Frederick Reichart d/b/a Big Pine Realty  
versus William Wildman and Mary Ann Wildman

Enclosed find copy of Answers to Interrogatories.

Yours very truly,



EGR/jlb  
Encl.  
cc: John V. Duck, Esquire  
cc: McCabe and McCabe  
Dup.  
10-28-69

FREDERICK REICHARD, individually )  
and doing business as BIG PINE )  
REAL ESTATE AGENCY, )

Plaintiff, )

vs. )

WILLIAM WILDMAN and MARY ANN )  
WILDMAN, )

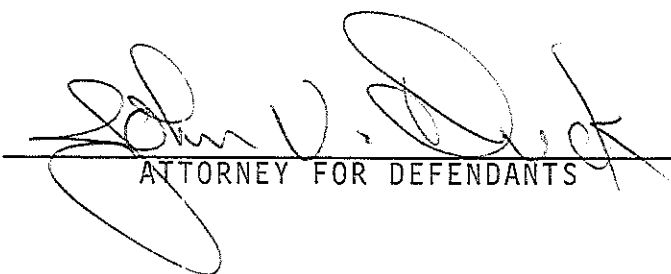
Defendants. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, CASE NO. 8822

ANSWER

Come now the Defendants in the above styled cause, and for  
answer to the Bill of Complaint filed herein say:

1. "Not guilty".

  
ATTORNEY FOR DEFENDANTS

**FILED**

JAN 8 1970

CERTIFICATE OF SERVICE

This is to certify that I have this day served copies  
for the opposing party in the foregoing matter with a copy  
of this pleading by depositing in the United States Mail  
a copy of same in a properly addressed envelope with  
adequate postage thereon.

This 7 day of January, 1970

  
Attorney for Defendants

 ALINE J. BUCK  
CLERK  
REGISTER

FREDERICK REICHART, Ind. and  
d/b/a BIG PINE REAL ESTATE AGENCY, )

Plaintiff, )

vs. )

WILLIAM WILDMAN and MARY ANN  
WILDMAN, )

Defendants. )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, CASE NO. 8822

DEMURRER

Comes now the Defendants in the above styled cause, and demur to the Bill of Complaint filed herein, and for grounds thereof, assigns the following separately and severally:

1. That the said Bill of Complaint fails to state a cause of action.

2. That the said Bill of Complaint fails to allege that the Plaintiff listed the said property for the price and terms agreed on.

3. That the said Bill of Complaint affirmatively shows that the said property in question was not sold by the Plaintiff herein in accordance with the terms of the said agreement.

That Paragraph Two of the Bill of Complaint is a mere conclusion of the Pleader.

  
ATTORNEY FOR DEFENDANTS

Defendants respectfully demand a trial by jury.

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 5 day of August 1969  
Attorney for Defendants

**FILED**

AUG 7 1969

**ALICE J. DUCK** CLERK  
REGISTER

MEMO-LETTER

JOHN V. DUCK  
Attorney at Law  
P. O. DRAWER Y - FAIRHOPE, ALABAMA

MESSAGE

REPLY

TO Mrs. Alice J. Duck  
Bay Minette, Ala.

DATE

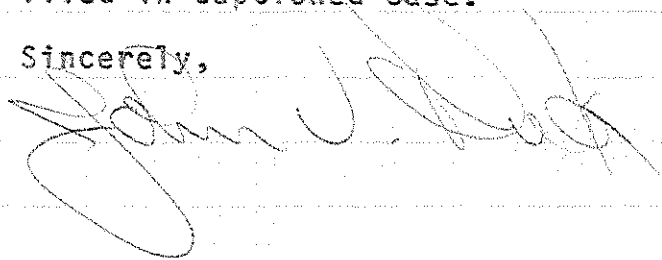
DATE August 5, 1969

Re: Reichart vs. Wildman. Civil Case  
No. 8822

Dear Mrs. Duck:

Enclosed please find Demurrer to be  
filed in captioned case.

Sincerely,



SIGNED

SIGNED

STATE OF ALABAMA,  
COUNTY OF BALDWIN.

CIRCUIT COURT, BALDWIN COUNTY

NO. 8822

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon WILLIAM WILDMAN and MARY ANN WILDMAN, 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 WILLIAM WILDMAN and MARY ANN WILDMAN, defendants, by FREDERICK REICHART, Individually, and doing business as BIG PINE REAL ESTATE AGENCY, Plaintiff.

WITNESS my hand this 30 day of July, 1969.

Alvin J. Duck Clerk.

FREDERICK REICHART, Ind. & d/b/a  
BIG PINE REAL ESTATE AGENCY,

Plaintiff,

VS.

WILLIAM WILDMAN and MARY ANN WILDMAN,

Defendants.

X  
X  
X  
X  
X  
X  
X

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA,  
AT LAW.

### C O M P L A I N T

#### Count I.

The Plaintiff claims of the Defendants the sum of TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$2,250.00) DOLLARS for breach of the condition of an agreement made by the Defendants on, to-wit, the 5th day of September, 1968, and accepted by the Plaintiff on, to-wit, the 15th day of September, 1968, a copy of which agreement is hereto attached and made a part hereof, and marked "Exhibit A".

And the Plaintiff says that although he has complied with all of its provisions on his part, namely, he did list said property for sale and undertake to find a purchaser for the real property described in the agreement and the Defendant's have failed to comply with the following provisions of said agreement, that is, the Defendant's have sold said property as shown by a copy of deed hereto attached and marked "Exhibit B", and made a part hereof, for the sum of FORTY-FIVE THOUSAND (\$45,000.00) DOLLARS and have failed to pay the sum of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS

Our File No. 69-142

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

July 25, 1969

*Mo. 8822*

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

Dear Mrs. Duck:

Inre: Frederick Reichart d/b/a Big Pine Real Estate  
Versus William and Mary Ann Wildman

Enclosed find Summons & Complaint of Reichart versus  
Wildman, together with a check for \$35.00 costs.

Please process.

Yours very truly,



EGR/jlb

Encls.

cc: Mr. John V. Duck

cc: Client

8-18-69



LAW OFFICES  
**RICKARBY & BENTON**

ATTORNEYS AT LAW  
35 SOUTH SECTION STREET  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36532

E. G. RICKARBY  
DANIEL A. BENTON

TELEPHONE  
(205) 928-2308

May 19, 1971

Mr. Frederick Reichart  
R.F.D. 6, Box 185  
Lafayette, Indiana

Re: Big Pine Real Estate Agency v.  
William D. & Mary Ann Wildman  
Our File No. 69-142  
Case No. 8822

Dear Mr. Reichart:

With this, I am sending you another copy of my letter of  
February 5, 1971. Please send a check to Mrs. Blackmon  
for this \$8.00.

Yours very truly,

E. G. Rickarby

EGR:w

Enc.

cc-Mrs. Eunice Blackmon

Your File No. ....

Our File No. 69-142

Law Offices

E. G. RICKARBY  
35 SOUTH SECTION STREET  
FAIRHOPE, ALABAMA 36532

Code 205  
Telephone: 928-9836

Mailing Address  
P. O. BOX 471

June 9, 1970

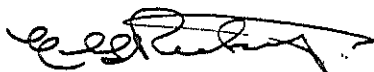
Mrs. Alice J. Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Frederick Reichard, Ind. & d/b/a  
Big Pine Real Estate Agency versus  
William Wildman and Mary Ann Wildman  
Case No. 8822

Please take a non-suit for the Plaintiff in the above  
styled cause.

Yours very truly,



EGR/jc

cc: Mr. John V. Duck  
Attorney at Law  
Fairhope, Alabama 36532

Please, also, send me a cost bill in this case.

I am requesting this dismissal be made now so that we will  
not be burdened by expenses of witnesses.

8822  
Our File No. ....

Law Offices

Code 205  
Telephone: 928-9836

Your File No. ....

E. G. RICKARBY  
35 SOUTH SECTION STREET  
FAIRHOPE, ALABAMA 36532

Mailing Address  
P.O. Box 471

February 5, 1971

Mr. Frederick Reichart  
R.F.D. #6, Box 185  
Lafayette, Indiana

Dear Mr. Reichart:

Inre: Big Pine Real Estate Agency vs.  
William D. & Mary Ann Wildman  
File #69-142

You will remember that in 1969 I represented you in a case against Mr. Wildman. We developed the testimony in the case and concluded that the case should be dismissed, which I did. We made a deposit of \$35.00 for Court costs and after the case was dismissed, the Clerk of the Court told me that she had a bill for monies due the Court which I forwarded on to you. Now the Clerk has sent me another bill for \$8.00 for costs and I am forwarding this bill to you.

Please pay this money to Mrs. Eunice Blackmon, Clerk of the Circuit Court so that we may get this matter disposed of. Thanks!

Yours very truly,

---

E. G. RICKARBY  
Attorney at Law

EGR/jc

Encl.

cc: Mrs. Eunice Blackmon, Clerk  
2-19-71

## LISTING CONTRACT

To BIG PINE REAL ESTATE AGENCY

, BROKER

1968

In consideration of your listing for sale and undertaking to find a purchaser for the real property described on the reverse side of this contract, I or we hereby grant and give you the exclusive right and authority to sell or exchange, free and clear of all liens and encumbrances except taxes pro-rated as of the date of sale, the following real estate in:

County, Indiana

*William Wildman property, Farm - 122 acres more or less, Van Buren Twp., Fountain County.*

for a period of *30* days from this date for the sum of \$ *48,800.00* upon the following terms *Cash -*

*Suitable Contract* (or with my or our consent for a lesser sum or on other terms), and represent that no other exclusive agreement is now in force with any other realtor or broker.

*Cash & Assume*  
In the event you find a purchaser, willing and able to buy said real estate, or should said real estate be sold by or through you, ourselves or otherwise, during said time for the price and upon the terms set forth or for any other price or terms or conditions acceptable to me or us, I or we hereby agree to pay you as commission a sum equal to five per cent of the sum for which said property is sold or exchanged, but not less than \$200.00. In the event of an exchange or trade, you are permitted to represent and receive compensation from both parties. You are hereby authorized to accept an earnest money deposit with any offer to purchase said real estate. Said deposit shall be retained by you until settlement is made. Should purchaser fail to complete said purchase, said earnest money shall be applied first to your advertising and other expense and the balance shall be divided equally between us. I, or we also agree to do and perform all that may be necessary to enforce the contract made with the purchaser for the property described herein and collection of money due.

It is agreed that you, or your representatives and all prospective purchasers shall at all reasonable times have access to said premises for the purpose of inspecting same.

If said real estate is sold or exchanged within six months after the expiration of the term of this agreement or any extensions to any person, firm or corporation with whom during the exclusive period of this listing, you or your representatives, or myself or ourselves, had negotiations relative to the purchase of said property for said price stated herein or for a price and upon terms acceptable to me or us, I or we agree to pay you a commission equal to five per cent of the gross sales or exchange price thereof, provided, however, that this extension clause shall not be applicable and binding if said real estate is relisted with some other licensed broker under an exclusive listing contract upon or after the term of this listing agreement.

This contract is enforceable without relief from valuation and appraisal laws and with attorneys' fees.

I or we also agree to furnish a complete abstract of title showing a good and merchantable title to said real estate, or Title Insurance Policy for the sale price of said real estate, I or we also agree to execute and deliver a good and sufficient warranty deed or land contract for the same to whom you direct. To induce you to enter into and accept this contract I or we hereby warrant that the undersigned is or are the sole and only owner or owners of the property described above. I or we have read the foregoing contract and thoroughly understand the contents thereof, and

having received a duplicate thereof, agree to give possession *30* days from delivery of deed or land contract. You are hereby authorized to put a "FOR SALE" sign on said premises and remove all other "FOR SALE" signs. This contract is binding upon my or our heirs, administrators and assigns.

This contract is automatically renewable for an additional period of ninety (90) days unless I notify you in writing that contract is cancelled at the conclusion of the original expiration date.

The undersigned accepts this authority to sell and agree to the terms of said contract this *5th* day of *Sept.* 1968.

By *Stanley D. Moffet*  
BIG PINE REAL ESTATE  
Broker-Salesman

*William Wildman*  
Owner  
By *Lenora Wildman*  
Owner

## LISTING CONTRACT

To BIG PINE REAL ESTATE AGENCY

, BROKER

September 5, 1968

In consideration of your listing for sale and undertaking to find a purchaser for the real property described on the reverse side of this contract, I or we hereby grant and give you the exclusive right and authority to sell or exchange, free and clear of all liens and encumbrances except taxes pro-rated as of the date of sale, the following real estate in:

County, Indiana: *William Wildman property, Farm, consisting of 122 acres more or less, Van Buren Twp., Fountain County.*

for a period of *Mar. 1 '69* days from this date for the sum of \$ *48,800.00* upon the following terms *cash, cash & assume, suitable contract* (or with my or our consent for a lesser sum or on other terms), and represent that no other exclusive agreement is now in force with any other realtor or broker.

In the event you find a purchaser, willing and able to buy said real estate, or should said real estate be sold by or through you, ourselves or otherwise, during said time for the price and upon the terms set forth or for any other price or terms or conditions acceptable to me or us, I or we hereby agree to pay you as commission a sum equal to five per cent of the sum for which said property is sold or exchanged, but not less than \$200.00. In the event of an exchange or trade, you are permitted to represent and receive compensation from both parties. You are hereby authorized to accept an earnest money deposit with any offer to purchase said real estate. Said deposit shall be retained by you until settlement is made. Should purchaser fail to complete said purchase, said earnest money shall be applied first to your advertising and other expense and the balance shall be divided equally between us. I, or we also agree to do and perform all that may be necessary to enforce the contract made with the purchaser for the property described herein and collection of money due.

It is agreed that you, or your representatives and all prospective purchasers shall at all reasonable times have access to said premises for the purpose of inspecting same.

If said real estate is sold or exchanged within six months after the expiration of the term of this agreement or any extensions to any person, firm or corporation with whom during the exclusive period of this listing, you or your representatives, or myself or ourselves, had negotiations relative to the purchase of said property for said price stated herein or for a price and upon terms acceptable to me or us, I or we agree to pay you a commission equal to five per cent of the gross sales or exchange price thereof, provided, however, that this extension clause shall not be applicable and binding if said real estate is relisted with some other licensed broker under an exclusive listing contract upon or after the term of this listing agreement.

This contract is enforceable without relief from valuation and appraisal laws and with attorneys' fees.

I or we also agree to furnish a complete abstract of title showing a good and merchantable title to said real estate, or Title Insurance Policy for the sale price of said real estate, I or we also agree to execute and deliver a good and sufficient warranty deed or land contract for the same to whom you direct. To induce you to enter into and accept this contract I or we hereby warrant that the undersigned is or are the sole and only owner or owners of the property described above. I or we have read the foregoing contract and thoroughly understand the contents thereof, and

having received a duplicate thereof, agree to give possession *per agreement* from delivery of deed or land contract. You are hereby authorized to put a "FOR SALE" sign on said premises and remove all other "FOR SALE" signs. This contract is binding upon my or our heirs, administrators and assigns.

This contract is automatically renewable for an additional period of ninety (90) days unless I notify you in writing that contract is cancelled at the conclusion of the original expiration date.

The undersigned accepts this authority to sell and agree to the terms of said contract this *15th* day of *Sept.* 1968.

By *Stanley D. Moffet*  
BIG PINE REAL ESTATE  
Broker-Salesman

*William Wildman*  
Owner  
*Mary Ann Wildman*  
Owner

Page 3, Three Pages-Summons & Complaint,  
Reichart versus Wildman.

attached hereto and marked "Exhibit A" and made a part hereof, the Defendants did agree to pay a reasonable attorney's fee for the Plaintiff's attorney in enforcing said contract, which the Plaintiff avers is FOUR HUNDRED FIFTY AND NO/100 (\$450.00) DOLLARS.

  
\_\_\_\_\_  
ATTORNEY FOR PLAINTIFF

Defendants live at Gulf Coast Sub-Station, Fairhope, Alabama 36532.

EXHIBIT B

\*\*\*\*\*

118. WARRANT DEED. WILLIAM D. WILDMAN ET AL. TO JAMES W. MORGAN ET AL.

is indentured are witnesseth, That William D. Wildman and Mary Ann Wildman, husband and wife of Baldwin County in the State of Alabama CONVEYS AND WARRANTS TO James W. Morgan and his wife, Pauline Ford Morgan, husband and wife, of \_\_\_\_\_ County in the State of Indiana hereby acknowledged, the following real estate in Fountain County in the State of Indiana (19) \_\_\_\_\_

the north fraction of the northwest quarter of section four (4) in township nineteen north, range seven (7) west, containing one hundred twenty-two and forty-seven hundredths (122.47) acres, more or less, in Fountain County, in the State of Indiana.

Signed and sealed this 17 day of Jan/1969 By:

William D. Wildman Seal  
(William D. Wildman)

Mary Ann Wildman Seal  
(Mary Ann Wildman)

STATE OF ALABAMA BALDWIN COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 17 day of Jan. 1969 personally appeared: William D. Wildman and Mary Ann Wildman, husband and wife. And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My Commission expires 9-30-1969

(NOTARY SEAL)

Frank Vorel  
(Frank Vorel) Notary Public

This instrument prepared by Robert B. Harding, attorney  
THE MONTGOMERY SAVINGS ASSOCIATION, 122 East Main St., Crawfordsville, Indiana

RECEIVED FOR RECORD This 27th day of Jan-1969 at 3:05 o'clock P.M.

Marie Lenhart R.F.C.

\*\*\*\*\*

W. 8822

Frederick Reichart

VS.

William Wildman

Mary Ann Wildman

FILED

JUL 30 1969

W. J. DICK  
CLERK  
REGISTER

E. L. R.

Received 30 day of July 1969  
and on 2 day of Aug 1969  
I served a copy of the within etc  
on William Wildman + Mary Ann  
Wildman

By service on \_\_\_\_\_

Sheriff claims 140 miles at

en Cents per mile Total \$ 14.00

TAYLOR WILKINS, Sheriff

Randall  
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff

By Roy Randall  
J. Hope