

3357

MARGIE KILLIUS MADDOCK
COMPLAINANT,

VS

ELSIE JOHNSON AND ED
JOHNSON,

DEFENDANTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

Come the defendants in the above styled cause and further demurring to the complainant's bill of complaint say:

4. The allegations of the bill of complaint show on its face that the complainant was in default under the alleged contract.

5. The complainant does not allege that she had fully complied with the terms of the contract and was and is entitled to the relief prayed for.

6. The complaint does not allege that the complainant is ready, able and willing to pay such sum as this court shall find to be owing and due under the alleged contract.

7. The complaint does not allege when demand was made for abstract and deed.

8. The complaint does not allege that complainant had fully complied with the terms of the alleged contract at the time demand was made for abstract and deed.

Beebe & Swearingen

BY

W. C. Beebe
Attorneys for defendants

Margie K. Mallak.

By
Elaine Johnson
et al

Circuit Court
At Law

Additional Summons

Replied to the complaint as
best amended.

FILED
6-27-55
1955

ALICE J. BUCK, Register

Filed June 27, 1955

Hunter
Jed

MARGIE KILLIUS MADDOCK

Complainant,

vs.

ELSIE JOHNSON AND ED
JOHNSON,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

NO. _____, IN EQUITY.

SUMMONS

STATE OF ALABAMA

COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Elsie Johnson and Ed Johnson to appear within thirty days from the service of this writ in the Circuit Court to be held for said County, Equity Division, at the place of holding same, then and there to answer the bill of complaint filed against them by Margie Killius Maddock.

Witness my hand this 23rd day of September, 1954.

W. J. - [Signature]
Register of Circuit Court

MARGIE KILLIUS MADDOCK
COMPLAINANT,
VS
ELSIE JOHNSON and ED
JOHNSON,
DEFENDANTS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY

Come the defendants in the above styled cause and demurring
to the complainant's bill of complaint say:

1. That there is no equity in the bill.
2. That the complainant does not allege that she has complied
with all the terms in the contract, sued on.
3. For ought that appears from said bill of complaint, the
complainant is in default in the payments provided in said contract.

BEEBE & SWEARINGEN

BY *J. G. Swearingen*
Solicitor for Defendants.

3357

DEMURRER

MARGIE KILLIUS MADDOCK,
COMPLAINANT,

VS

ELSIE JOHNSON and ED
JOHNSON,
DEFENDANTS.

*Referred to the complaint and
lost amended.*

FILED

NOV 13 1955

ALICE J. DUCK, Register

FILED

NOV 4 1954

ALICE J. DUCK, Register

VERNOL R. JANSEN
LAWYER
205 TITLE INSURANCE BUILDING
MOBILE, ALA.

November 18, 1954

Mrs. Alice J. Duck
County Courthouse
Bay Minette, Alabama

RE: Maddock vs. Johnson #3357.

Dear Mrs. Duck:

Please file the enclosed answers for me.

Very truly yours,


Vernol R. Jansen

VERNOL R. JANSEN
LAWYER
205 TITLE INSURANCE BUILDING
MOBILE, ALA.
September 22, 1954

Mrs. Alice J. Duck
Register Circuit Court
Baldwin County
Bay M,nette, Alabama

Dear Mrs. Duck:

Please file the enclosed bill of complaint and summons.

Very truly yours,

Vernol R. Jansen

VRJ/lj
Encls.

VERNOL R. JANSEN
LAWYER
205 TITLE INSURANCE BUILDING
MOBILE, ALABAMA
June 12th, 1956

Mrs. Alice J. Duck
County Courthouse
BayMinette, Alabama

Dear Mrs. Duck:

I enclose herewith suggested form of deed to be executed in the case referred to in the deed.

Unless the judgment has been superseded by the making of a bond, it is my contention that the terms of the decree must be carried out even though a notice of appeal and a cost bond have been given.

In the event this case is reversed on appeal, the acts of the Register would be declared null and void and you would so note on the record of the deed.

If the judgment is superseded by the filing of a bond to be fixed by the Court, then none of the provisions of the final decree will be carried out until the appeal is determined.

Very truly yours,


Vernol R. Jansen

VRJ/lj
Encl.

MARGIE KILLIUS MADDOCK,

Complainant,

VS

ELSIE JOHNSON AND ED JOHNSON,

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY

Come the defendants in the above styled cause and give notice of appeal to the Supreme Court of Alabama from the decree of the Circuit Court of Baldwin County, Alabama, sitting in equity, entered on the 8th day of May, 1956.

MARGIE KILLIUS MADDOCK,

Complainant,

VS

ELSIE JOHNSON AND ED JOHNSON,

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY

Come the defendants in the above styled cause and give notice of appeal to the Supreme Court of Alabama from the decree of the Circuit Court of Baldwin County, Alabama, sitting in equity, entered on the 8th day of May, 1956.

MARGIE KILLIUS MADDOCK,
Complainant,

VS

ELSIE JOHNSON AND ED JOHNSON,
Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY

The defendants having given notice of appeal from the decree of the Circuit Court of Baldwin County, Alabama, sitting in Equity, in the above styled cause rendered on May 8, 1956, to the Supreme Court of Alabama, said appeal being taken from said decree, the undersigned Elsie Johnson and Ed Johnson, as principals, and

_____ and _____,
as surety, acknowledge themselves security for all costs in said appeal in the penal sum of One Hundred (\$100.00) Dollars, as to which we hereby waive our right of exemption to personal property under the Constitution and laws of the State of Alabama this 6th day of May, 1956.

_____(SEAL)

_____(SEAL)
As Principals

_____(SEAL)

_____(SEAL)
As surety

MARGIE KILLIUS MADDOCK,
Complainant,

VS

ELSIE JOHNSON AND ED JOHNSON,
Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY

The defendants having given notice of appeal from the decree of the Circuit Court of Baldwin County, Alabama, sitting in Equity, in the above styled cause rendered on May 8, 1956, to the Supreme Court of Alabama, said appeal being taken from said decree, the undersigned Elsie Johnson and Ed Johnson, as principals, and *Dora Ward* and *Ella Creamer*, as surety, acknowledge themselves security for all costs in said appeal in the penal sum of One Hundred (\$100.00) Dollars, as to which we hereby waive our right of exemption to personal property under the Constitution and laws of the State of Alabama this 6th day of May, 1956.

Elsie Johnson (SEAL)
Ed Johnson (SEAL)
As Principals

Dora Ward (SEAL)
Ella Creamer (SEAL)
As surety

W 241 128077 01900 0

BRIDGE ROAD, TOTTENHAM

BRIDGE ROAD, TOTTENHAM

MR. BUCK

BRIDGE ROAD, TOTTENHAM

BRIDGE ROAD, TOTTENHAM

BRIDGE ROAD, TOTTENHAM

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BRIDGE ROAD, TOTTENHAM

FILED
JUN 6 1956

ALICE J. BUCK, Registrar

MARGIE KILLIUS MADDOCK,
Plaintiff,

VS.

ELSIE JOHNSON & ED JOHNSON,
Defendants.

IN THE
CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA. IN EQUITY.
NO. 3357

This cause coming on to be heard is submitted
for a ruling upon the demurrer filed by the Respondent to the
Complainant's original bill of complaint.

The Court, after hearing arguments on the demurrer,
and a due consideration thereof, is of the opinion that the
demurrer is well taken and should be sustained -

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED
by the Court that the demurrer of the Respondent to the Com-
plainant's bill of complaint be, and the same is hereby sustained

IT IS FURTHER ORDERED that the Complainant be
and she is hereby allowed 20 days in which to file additional
pleadings.

Dated this 27th day of June, 1955.

Hubert M. Hall
Judge, 28th Judicial Circuit

3357

RECORDED

6-27-55

FILED
JUN 29 1955

ALICE J. MEEK, Register

Div. No. _____

CERTIFICATE OF APPEAL. (Equity Cases.)

No. 3357

MARGIE KILLIUS MADDOCK
Complainant.

vs.

ELSIE JOHNSON & ED JOHNSON
Respondent.

I, Alice J. Duck Register of the Circuit Court In Equity,
Baldwin County, Alabama, hereby certify that in the cause of
MARGIE KILLIUS MADDOCK Complainant,

vs.

ELSIE JOHNSON & ED JOHNSON Respondent,

which was tried and determined in this Court on the 8th. day of
May 1956, in which there was a decree in favor of the
Plaintiff.

On the 6th. day of June 1956 the defendants
took an appeal to the
Supreme of Alabama, to be holden of and for said State.

I further certify that Elsie Johnson & Ed Johnson,
filed security for cost of appeal, to the Supreme Court,
on the 6th. day of May 1956, and that Dora Ward
Ella Creamer
are sureties on the appeal bond.

I further certify that notice of said appeal was on the
day of July, 1956, served on VERNOL R. JANSEN
as attorney of record for said appellee.

Witness my hand and the seal of this Court, this the _____ day
of July, 1956

Register of the Circuit Court In Equity of

County, Alabama.

MARGIE KILLIUS MADDOCK,
Complainant,

VS

ELSIE JOHNSON AND ED JOHNSON,
Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY

Come the defendants in the above styled cause and give notice of appeal to the Supreme Court of Alabama from the decree of the Circuit Court of Baldwin County, Alabama, sitting in equity, entered on the 8th day of May, 1956.

Ed Johnson
Elsie Johnson

TO THE COURT OF THE DISTRICT OF COLUMBIA

IN THE MATTER OF THE ESTATE OF

JOHN W. DUCK, DECEASED

VS

JOHN W. DUCK, JR.

JOHN W. DUCK, JR., PLAINTIFF

VS

JOHN W. DUCK, JR., PLAINTIFF

VS

JOHN W. DUCK, JR., PLAINTIFF

VS

JOHN W. DUCK, JR., PLAINTIFF

FILED
JUN 6 1956

ALICE J. DUCK, Register

Maddock
vs
Johnson

THE STATE OF ALABAMA--JUDICIAL DEPARTMENT

THE SUPREME COURT OF ALABAMA

October Term, 19 57-58

To the REGISTER of the CIRCUIT Court of _____

BALDWIN

County, Greeting:

Whereas, the Record and Proceedings of the CIRCUIT Court IN EQUITY

of said county, in a certain cause lately pending in said Court between

ELSIE JOHNSON and ED JOHNSON

, Appellant S,

and

MARGIE KILLIUS MADDOCK

, Appellee,

wherein by said Court, ~~at the term, 1957~~, it was considered adversely to said appellant S, were brought before our Supreme Court, by appeal taken, pursuant to law, on behalf of said appellant S:

Now, it is hereby certified, That it was thereupon considered by our Supreme Court on the

18th

day of

OCTOBER

19 57,

* * * *

* * * * *

, that the said appeal be and stand

for want of prosecution;

dismissed; and that it was further considered that the appellants ~~and~~:-

ELSIE JOHNSON and ED JOHNSON,

and

DORA WARD and ELLA CREAMER,

SURETIES ON THE APPEAL BOND,

PAY

the costs accruing on said appeal in this Court and in the Court below, for which costs let execution issue accordingly.

Witness, J. Render Thomas, Clerk of the Supreme

Court of Alabama, ~~at the Capital~~, this the

18th day of OCTOBER, 19 57.

J. Render Thomas
Clerk of the Supreme Court of Alabama.

NO. 3357

THE SUPREME COURT OF ALABAMA

October Term, 1957-58

1st Div., No. 683

ELSIE JOHNSON

and

ED JOHNSON,

Appellant, S

v.

MARGIE KILLIUS MADDOCK

Appellee.

From Baldwin Circuit Court.
In Equity

CERTIFICATE OF DISMISSAL

The State of Alabama,

County.

} Filed

this day of 19

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN THE CHANCERY COURT OF BALDWIN COUNTY

To MARGIE KILLIUS MADDOCK

Or To VERNOL R. JANSEN, Solicitors of record.

Whereas, on the 6th day of June, 19 56,

took an appeal from the decree rendered on the 8th. day of May
19 56, by the Circuit Court of said county, in the cause of

MARGIE KILLIUS MADDOCK

versus

ELSIE JOHNSON & ED JOHNSON

Now, therefore, you are cited to appear as required by law, before the Supreme Court of Alabama, to defend on said appeal, if you think proper so to do.

Witness my hand this 5th. day of July, 19 56.

Alice J. Wicks
Register in Chancery.

2048

210

3357

ceived 5 day of July 1956
l on _____ day of _____ 19____
erved a copy of the within Citation
Margie Killius Maddock
service on _____
TAYLOR WILKINS, Sheriff
By _____ D. S.

EXECUTED
This 20th day of July, 1956
by serving a copy of the within on
Vernon R. Jensen
RAY D. BRIDGES, Sheriff
By J. I. Murray D. S.

The Sheriff claims 1
miles at 10¢ per mile for
a total of \$ 10
Ray Bridges, Sheriff
Mobile County, Alabama

Margie Killius Maddock Complainant

vs.

ELSIE JOHNSON & ED JOHNSON Respondent

CITATION OF APPEAL

IN EQUITY

20x
Mar ①

Issued 5th. day of July, 1956

MARJORIE KILLIUS MADDOCK,
Complainant,

VS.

ELSIE JOHNSON AND ED JOHNSON,
Respondents.

IN THE
CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

IN EQUITY.

No. 3357

This cause being regularly called, on this a regular day for the calling of the docket of this Court, and the parties not answering,

IT IS ORDERED by the Court that this cause be continued until May 3, 1956.

IT IS FURTHER ORDERED that this cause be, and it is hereby set down for the taking of testimony, and submission for final decree on May 3, 1956, at the Court house in Bay Minette, Alabama, beginning at 10 A. M.

It is further ordered that a copy of this order be mailed to the respective parties or their Solicitors of Record.

Dated this 17th day of April, 1956.

Julius M. Hall
Judge of the 20th Judicial Circuit

FILED

APR 18 1956

ALICE L. WALK, REGISTER

MARGIE KILLIUS MADDOCK,
COMPLAINANT,
VS
ELSIE JOHNSON and
ED JOHNSON,
DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY
CASE NO. 3357

TO: ALICE J. DUCK, REGISTER OF THE CIRCUIT COURT

The undersigned, ELSIE JOHNSON and ED JOHNSON, her husband, hereby dismiss the appeal in the abovementioned cause and request the Register of this Honorable Court to turn over to the Complainant, MARGIE KILLIUS MADDOCK, the ONE THOUSAND THREE HUNDRED DOLLARS AND NINETY-FOUR CENTS (\$1,300.94), deposited by the said MARGIE KILLIUS MADDOCK, in said cause.

Done this the 6 day of August, 1956.

Elsie Johnson
Ed Johnson

State of Alabama,

Baldwin County.

I, Betty J. Woodward, a Notary Public in and for said County in said State, hereby certify that ELSIE JOHNSON and ED JOHNSON, 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 bears date.

Given under my hand and official seal this the 6 day of August, 1956.

Betty J. Woodward
Notary Public, Baldwin County, Alabama

Complainant

 V_S

ELSIE JOHNSON and
ED JOHNSON

Defendants

FILED
AUG 2 1956
ALICE J. DUCK, Register

E. G. RICKARBY, JR.

MARGIE KILLIUS MADDOCK

NUMBER _____

Complainant,

IN THE CIRCUIT COURT OF

-vs-

BALDWIN COUNTY, ALABAMA.

ELSIE JOHNSON AND ED
JOHNSON,

IN EQUITY.

Defendants,

TO THE HONORABLE HUBERT HALL, JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA;

Your Complainant Margie Killius Maddock and files this her
bill of complaint against Elsie Johnson and Ed Johnson and shows
to the Court as follows;

1. That the Complainant and the Defendants are each over the
age of twenty-one years and are each resident citizens of the County
of Baldwin, State of Alabama, residing at or near the City of Fairhope,

2. That the Defendants are the owner of the record title to
the following described land in Baldwin County, Alabama, viz;

~~The Northwest Quarter of the Northwest Quarter~~
~~of the Northwest Quarter of Section 4 Township~~
7 South of Range 2 East, containing ten acres
more or less.

That on the 6th day of November, 1952 the Defendants entered
into a written contract with the Complainant whereby the Complainant
agreed to purchase said property for the total purchase price of
Fifty-five Hundred (\$5500.00) Dollars, payable Two Hundred and Fifty
(\$250.00) Dollars in cash, four monthly notes of Two Hundred and
Fifty (\$250.00) Dollars each beginning one month from the date of
the contract and thereafter the sum of Two Hundred (\$200.00) Dollars
per month with six per cent interest on the unpaid balance payable
at the office of J.E. Gooden, Real Estate Broker at Fairhope, Alabama.

3. Complainant further shows that payments were made as provided
in said contract and on, to-wit, the 20th day of May, 1953 the Defendants
foreceably entered said property and excluded the Complainant and her
tenant from the possession and the use of said property until the
Complainant and her tenant were restored to possession by a decree

-2-

of this Court dated July 2, 1953 in cause number 3031 on the Equity docket and thereafter the tenant of the Complainant filed suit on the law side of this Court in cause number 2075 Maddock Foundation Inc., vs. Elsie and Ed Johnson, seeking damages for a trespass and a conversion of certain personal property which cause is now pending on the law side of said Court.

4. Complainant further shows that the Defendants have no property from which a judgment could be collected except the unpaid obligation of this Complainant under the purchase contract; that said purchase contract provided among other things, "When the unpaid balance owing hereunder shall not exceed the sum of Twenty-five Hundred (\$2500.00) Dollars, vendors agree to deliver to vendee a proper full covenant warranty deed and to accept a mortgage on the above described property, which said mortgage shall be payable in monthly installments of not less than Two Hundred (\$200.00) Dollars, each to be applied first toward the interest at six per cent per annum and then toward the reduction of the principal, it being understood that the within clause shall be optional on the part of the vendee. Vendors agree to furnish an abstract of title showing merchantable title in and to said property and to deliver same to vendee for examination, it being agreed that, upon such examination, if Default in said title shall be shown vendors shall correct such default by such means as may prove necessary or if unable to do so, vendors shall reimburse vendee in the amount of the principal paid hereunder etc." Complainant avers that she has paid Forty-Four (\$4400.00) Dollars on the purchase of said property, that after payment of Twenty-five Hundred (\$2500.00) Dollars or more on the purchase price, she elected to exercise the above privilege and notified the Defendants in writing that she demanded a deed and an abstract of title showing a good title in the Defendants which demand was made more than thirty days prior to the filing of this suit and which demand the Defendants refused to comply with. Complainant further avers that she is without information as to the record title of the Defendants or the encumbrances which may exist and the claims

-3-

pending against the Defendants.

5. The Complainant submits herself to the jurisdiction of the Court and agrees to pay any amount found to be due by the Court on the purchase of said property when the Defendants shall have been required to perform the terms of said contract on their part or ~~on their inability to perform same, the Complainant agrees to do~~ equity as may be determined by the decree of this Honorable Court.

WHEREFORE Complainant prays that the process of this Court will issue to the Defendants requiring them to answer this bill of complaint within the time required by law or in default thereof a decree pro confesso be rendered against them.

Complainant prays that on a hearing of this cause this Honorable Court will enter a decree requiring the Defendants to comply with the provisions in the contract hereinabove set out and will require the defendants to convey said property to the Complainant free from any lien except the unpaid balance of the purchase price for which the Complainant agrees to give a mortgage securing the payments as provided in the contract and in the alternative, should the abstract of title furnished by the Defendants fail to show a good record of title, the Complainant prays that the amount due the Complainant by the Defendants under said contract be determined under an order of reference or by the Court, and a decree be rendered against the Defendants fixing said amount and requiring the payment of same and Complainant prays that such other, further and different relief be granted to the Complainant as to your Honor may seem meet.

Marjorie Killian Maddock
Complainant

Sworn to and subscribed before

me this 20 day of September, 1954.

[Signature]
NOTARY PUBLIC, BALDWIN COUNTY, ALA.

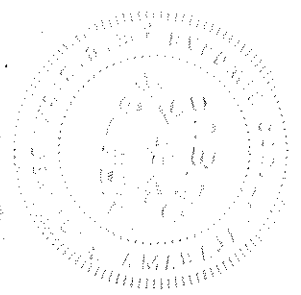
Solicitor for Complainant.

NO 3357

Thopp B
I

Received 23 day of Sept 1954
and on 17 day of Sept 1954
I served a copy of the within Complaint
on _____

By service on E. J. Johnson
E. J. Johnson
TAYLOR WILKINS, Sheriff
By J. L. Shaw J.D.S.



Case No. 3357
Sept 23 1954

FILED
SEP 23 1954
ALICE A. BUCK, Registrar

ELsie JOHNSON AND ED JOHNSON,
Respondents.

IN THE
CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.
IN EQUITY.
NO. 3357

This cause coming on to be heard is submitted upon the original, and amended complaint, the answer of the Respondents, and testimony on behalf of the Complainant and the Respondents, taken ore tenus, and the Court, after considering all of the pleadings and testimony of the witnesses, finds as follows:

1. That the Complainant, on November 6, 1952, entered into a contract with the Respondents to convey to her certain lands described therein for a consideration of FIFTY FIVE HUNDRED (\$5500.00) DOLLARS; that the purchase price was payable TWO HUNDRED FIFTY (\$250.00) DOLLARS in cash and the balance on terms as set out in the contract; that the contract provided that at any time after the payment of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS the Respondents would convey the said property to the Complainant by full warranty deed, and accept a mortgage hack on the said property payable in monthly installments as set out in the contract, plus interest as provided; that the Respondents were to furnish to the Complainant an abstract of title showing merchantable title to said property vested in the Respondents; that the Complainant was to maintain the said property in good repair and condition during the life time of the agreement and to pay all taxes on the property, the taxes due as of the date of the contract to be prorated; that the Respondents would, upon compliance with the contract, convey the said property to the Complainant, free of any and all encumbrances; that the contract further provided that in the event the Complainant should default for a period exceeding thirty days in the performance of any undertaking on her part, the

Respondents would have the right to void the said agreement, in which event the property was to be returned to the Respondents upon ten days written demand, and all payments, or amounts paid under the contract were to be retained by the Respondents as rent for the use and occupancy of said premises.

2. That Mr. J. E. Gooden, a realtor of Fairhope, Alabama, was designated as the agent of the Respondents to receive the payments due under the said contract. That the Complainant entered into the possession of said property and made payments, which were received by the said J. E. Gooden, as agent of the Respondents, and remitted to them, until on September 4, 1954, there was a principal balance due on the contract of ELEVEN HUNDRED NINETY-THREE AND 64/100 (\$1193.64) DOLLARS due; that on July 20, 1955, the Complainant paid to the said J. E. Gooden, the sum of TWELVE HUNDRED FIFTY-SIX AND 33/100 (\$1256.33) DOLLARS, being the balance due under the contract as of said date, July 20, 1955.

3. That the Respondents have paid the taxes on the property during the period of the contract, totalling, principal and interest, FORTY-FOUR AND 61/100 (\$44.61) DOLLARS.

THE COURT IS, THEREFORE of the opinion and finds that there is a balance due under the contract by the Complainant to the Respondents, including principal and interest on the purchase price, and taxes paid by the Respondents, with interest thereon, the sum of THIRTEEN HUNDRED AND 94/100 (\$1300.94) DOLLARS.

The Court is of the further opinion that the Complainant is entitled to the relief prayed for in her bill of Complaint -

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Respondents, by proper conveyance, convey the said property described in the original contract, located in Baldwin County, Alabama, to-wit:

Northwest Quarter of Northwest Quarter of Northwest Quarter, Section 4, Township 7 South, Range 2 East, containing 10 acres, more or less,

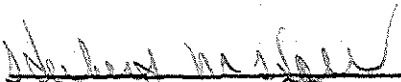
upon the payment of THIRTEEN HUNDRED AND 94/100 (\$1300.94) DOLLARS, to the Complainant.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the Respondents fail or refuse to execute the conveyance as herein provided upon the payment of the sum of THIRTEEN HUNDRED AND 94/100 (~~\$1300.94~~) DOLLARS within 30 days from the payment to them of said amount, that the Register of this Court be, and she is hereby authorized, directed and empowered, upon the payment of said sum to her by the Complainant, to execute proper conveyance, conveying to the Complainant all title of the Respondents in and to said property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that if the Complainant should fail or refuse to make the payment as herein required of her, and such default continues for a period of 30 days, then the contract entered into by and between the Complainant and the Respondents shall be and it is hereby forfeited and declared null and void.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the Complainant pay the costs herein, for which execution issue.

Dated at Bay Minette, Alabama, this 8th day of May, 1956.


Judge of the 28th Judicial Circuit
of Alabama.

[Faint circular court seal stamp is visible in the lower right corner of the page.]

[illegible]

FILED
MAY 10 1956
ALICE J. DICK, REGISTRAR

RECORDED

MARGIE KILLIUS MADDOCK		IN THE CIRCUIT COURT OF
COMPLAINANT		
VS		BALDWIN COUNTY, ALABAMA,
ELSIE JOHNSON AND ED JOHNSON		
DEFENDANTS		IN EQUITY

Come, Elsie Johnson and Ed Johnson, defendants in the above styled cause, and without waiving the demurrers filed August 12, 1955 to the bill of complaint as amended, but insisting upon the same the defendants answering the allegations in the bill of complaint in said cause say:

First: The defendants admit the allegations of paragraph one of the bill of complaint.

Second: The defendants admit the allegations of paragraph two of the bill of complaint. Further answering paragraph two of the bill of complaint the defendants say that the said cause, number 2075, Maddock Foundation against Ed Johnson and Elsie Johnson seeking damages for trespass and conversion has been dismissed out of this court and is no longer pending.

Third: Answering the allegations of paragraph three defendants say that on May 20, 1953, complainant was in default under said contract and defendants cancelled the same as they had a right to do, but that this court exercising its discretion did enter an order and decree reinstating the same on the 2nd day of July, 1953.

Fourth: Answering paragraph four of the bill of complaint the defendants say that they deny the allegation that the defendants have no property subject to execution for the collection of debts. Further answering the allegation of paragraph four the defendants say that at and before the filing of the complainant's bill of complaint in this cause the complainant was in default under the contract alleged in said bill of complaint in this, that the complainant had not paid the taxes on the property covered by the said contract as provided therein and was in default thereunder continuously from

October 1, 1953; that at the time the bill of complaint was filed the complainant was in default in the payment of the purchase price as provided in the said contract and was at the said time more than 30 days in default thereunder; defendants further say that complainant has breached the contract and was in default thereunder in that she has committed waste thereon by the destruction of buildings and the removal of the buildings and shrubbery therefrom, greatly to the depreciation of the value thereof; that under and by virtue of the terms of the said contract the complainant being in default thereunder she is not entitled to the relief prayed for in her bill of complaint.

Further answering the said bill of complaint and every allegation therein made the defendants say that they have in all respects fully and completely complied with all of the terms, stipulations and agreements encumbered upon them under the said contract; that on to-wit: October 14, 1954, these defendants caused to be drafted a deed conveying the said property to the complainants and a note and mortgage from them to these defendants to secure the balance owing to them under the said contract by the complainant and on the said date tendered the same to the complainant in this cause through and by her attorney, Elliott G. Rickarby, Jr., who by letter and by telephone advised her that he held such deed and mortgage for her acceptance of the deed and execution of the mortgage and that she has wholly failed and refused to accept the same and did vacate and abandon the said property and re-deliver possession thereof to these defendants and left the state of Alabama and therein and thereby she abandoned the said contract and any and all claim, right, title and demand in and to the said property and she no longer has any right to the said property under the contract or otherwise, and the said property is the property of these defendants, free and clear of any title, claim, interest or demand of the complainant.

Defendants further allege that title offered to said complainant was as provided to be conveyed to complainant under the aforesaid

contract.

And further answering the said bill of complaint the defendants deny every allegation therein made not herein specifically admitted and demand strict proof of the same.

And now having fully answered these defendants pray they may go hence with their reasonable cost in this behalf expended.

Beebe & Swearingen

By

J. L. Swearingen
Solicitors for defendants

MARGIE KILLIUS MADDOCK,	I	NUMBER 3357
Complainant,	I	IN THE CIRCUIT COURT OF
VS	I	BALDWIN COUNTY, ALABAMA,
ELSIE JOHNSON AND ED	I	IN EQUITY.
JOHNSON,	I	
Defendants.	I	

TO THE HONORABLE HUBERT HALL, JUDGE OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA;

Comes now Margie Killius Maddock and leave of the Court having been had and obtained, files this her amendment to the bill of complaint in this cause by substituting for Paragraph 4, amended Paragraph 4 in words and figures as follows;

Amended Paragraph 4.

Complainant further shows that defendants owned no property subject to a writ of execution for the collection of a judgment except the unpaid obligation of this complainant to the defendants under the purchase contract; that said purchase contract provides, among other things, "When the unpaid balance owing hereunder shall not exceed the sum of Twenty Five Hundred (\$2500.00) Dollars, Vendors agree to deliver to Vendee a proper, full covenant warranty deed and to accept a mortgage on the above described property, which said mortgage shall be payable in monthly installments of not less than Two Hundred (\$200.00) Dollars, each to be applied first toward the interest at Six Per cent per annum and then toward the reduction of the principal, it being understood that the within clause shall be optional on the part of the Vendee. Vendors agree to furnish an abstract of title showing merchantible title in and to said property and to deliver same to Vendee for examination, it being agreed, that upon such examination, if default in said title shall be shown, Vendors shall correct such defect by such means as may prove necessary or if unable to do so, Vendors shall re-imburse Vendee in the amount of the principal payment hereunder."

Complainant avers that she has paid more than Forty-four Hundred (\$4400.00) Dollars in interest and principal on the purchase of said property, that after having paid more than Thirty-five Hundred (\$3500.00) Dollars on the purchase price, she elected to exercise the privilege referred to above and on, to-wit, the 31st day of August, 1954 she gave notice to the Vendors to provide an abstract of title to E.G. Rickarby, Jr., a practicing attorney in Baldwin County, Alabama for examination by him, that following examination of the abstract, the said attorney representing the complainant gave written notice to the defendants or their attorney on, to-wit, the 22nd day of October, 1954, that accompanying the demand for the deed and the title corrections was an offer to pay the unpaid balance due under the contract, all of which was declined by the defendants and said defendants failed or refused to correct said defects in the title and declined to accept a mortgage securing monthly installments for the unpaid balance. Complainant further alleges that said contract was in full force and effect when said notice was given and complainant was and has been continuously since that date, ready, able and willing to accept the deed and execute the mortgage securing the unpaid balance and to pay all interest and delinquent monthly installments if any, that the complainant is in possession of said property and no default has been declared but payments have been accepted up to and including payment for the month of August, 1954 when demand was made for delivery of abstract and deed.


Solicitor for Complainant

365A

FILED
JUN 18 1955

ALL BOOKS REGISTERED