

2572

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons H. C. DEVINE, WILLIAM DEVINE, GEORGE DEVINE, KATIE RUSHING, MAYBELLE PATTERSON to appear and plead, answer or demur within thirty days from the service hereof, to the bill of complaint filed in the Circuit Court of Baldwin County, Alabama, in Equity, by HARRY E. MILLER as Complainant and against H. C. Devine, William Devine, George Devine, Katie Rushing, Raybelle Patterson as Respondents.

WITNESS my hand this the 22 day of November, 1950.

Alice J. Smith
Register

HARRY E. MILLER

COMPLAINANT

VS

H. C. DEVINE, WILLIAM DEVINE,
GEORGE DEVINE, KATIE RUSHING,
MAYBELLE PATTERSON

RESPONDENT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

TO HONORABLE TELFAIR J. WASHBURN, JR., JUDGE OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA, IN EQUITY:

Your Complainant, Harry E. Miller, humbly complaining against the
Respondents, H. C. Devine, William Devine, George Devine, Katie Rushing,
Maybelle Patterson, respectfully represents and shows as follows:

1.

That your Complainant and the Respondents are all over twenty-one years
of age and bona fide residents of Baldwin County, Alabama.

2.

That your Complainant is the owner in fee simple, and in the actual
possession of the following described real property situated in Baldwin
County, Alabama, to-wit:

Northeast quarter of Northwest quarter, Southwest quarter of
Northeast quarter of Section 24, Township 5 South, Range 3 East.

3.

That the Respondents claim or are reputed to claim some, right, title,
interest in or encumbrance upon said lands.

4.

That there is no suit pending to test the Complainant's right, title and
interest in and to said property.

5.

That the Complainant calls upon the Respondents and each of them to show
by what instrument or instruments their right, title, interest or encumbrance
to said land is derived and/or created.

6.

That the Respondent, H. C. Devine, joined by his wife Ella V. Devine
on October 30, 1922, as shown by conveyance of record in the office of the
Probate Judge of Baldwin County, Alabama, in Deed Book 34 NS pages 270-1,
a copy of which is hereto attached marked Exhibit A and asked to be taken

as a part hereof, as though herein fully set out, conveyed the lands herein-
above described to your Complainant, and in which said deed a Vendor's Lien
was reserved to secure a part of the purchase price; *that said lien has been*
satisfied
X

7.

That the Respondent, H. C. Devine, joined by his wife Ella V. Devine,
on September 11, 1923 transferred the said lien to Mary F. Devine, as shown
by deed of record in the office of the Probate Judge of Baldwin County,
Alabama, in Deed Book 34 NS page 66, a copy of which is hereto attached
marked Exhibit B and asked to be taken as a part hereof as though herein
fully set out.

8.

That the indebtedness secured by the Vendor's Lien reserved in the deed
shown herein as Exhibit A was due and payable on or before December 24, 1926;
that the original record of said instrument shows no extension of the pay-
ments secured by said Vendor's Lien; that the said Mary F. Devine, on December
23, 1924, executed to N. C. Stone of Bay Minette, Alabama, a power of attorney
to cancel the lien reserved in the deed from H. C. Devine and Ella V. Devine
his wife, to Harry E. Miller recorded in Deed Book 34 pages 270-1; that a
copy of said Power of Attorney is attached hereto marked Exhibit C and asked
to be taken as a part hereof as though herein fully set out; that the said
N. C. Stone did not cancel the said lien of record, and that he is now
deceased.

9.

That the said Mary F. Devine, herein mentioned is dead and that she
left surviving her as her sole and only heirs and next of kin the Respondents
herein named.

10.

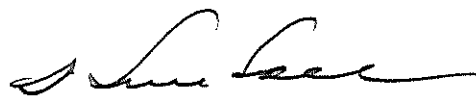
That the Respondent H. C. Devine joined by his wife Ella V. Devine,
on December 1, 1924, conveyed the lands hereindescribed to Harry E. Miller,
as shown by conveyances of record in Deed Book 35 NS page 301, a copy of
which is hereto attached marked Exhibit D and asked to be taken as a part
hereof as though herein fully set out.

WHEREFORE the premises considered, your Complainant prays that your
Honor will by proper process make the said H. C. Devine, William Devine,
George Devine, Katie Rushing and Maybelle Eatterson party respondents, hereto,

requiring them to plead, answer or demur to the same within the time and under the penalties prescribed by law and the practice of this Honorable Court.

Your Complainant further prays that upon the final hearing hereof your Honor will find and enter a decree that your Complainant Harry E. Miller, is the owner in fee simple of the lands herein described to-wit:

Northeast quarter of Northwest quarter, Southwest quarter of
Northeast quarter of Section 24, Township 5 South, Range 3 East,
and that the Respondents; H. C. Devine, William Devine, George Devine, Katie Rushing and Maybelle Patterson, nor either of them have any right, title, interest in or encumbrance against the said lands; that your Honor will give and grant unto Complainant such other, further, different or general relief as he may be in equity and good conscience entitled to receive, and as in duty bound he will ever pray.



Solicitor for the Complainant

EXHIBIT "A"

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That H. C. Devine is purchasing from C. F. Deitrich the lands hereinafter described and conveyed under and by the contract dated December 27th, 1919, which is hereto attached and made a part of this instrument, and on which there is a balance due of principal of THIRTY FIVE HUNDRED (\$3500.00) DOLLARS, with interest as expressed therein, and Whereas, the said H. C. Devine is also indebted to the said C. F. Deitrich for an amount expended by him to lift a Material Man's Lien for material used by said Devine in the erection of improvements on said lands, the exact amount not being known to the parties of this instrument; and Whereas, said H. C. Devine and Harry E. Miller, have agreed on a sale of said lands by the said H. C. Devine to said Harry E. Miller on a basis of FIFTY FIVE HUNDRED (\$5500.00) DOLLARS valuation, the said Harry E. Miller to assume said contract and pay to the said C. F. Deitrich the amount due thereunder including principal and interest and the amount due on account of said Material Man's Lien, and to pay the balance of said \$5500.00 to the said H. C. Devine as hereinafter expressed.

NOW, THEREFORE, the said H. C. Devine and Ella V. Devine, his wife, in consideration of the sum of One Dollar to them in hand paid by Harry E. Miller, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, seall, transfer, assign, unto the said Harry E. Miller the aforesaid contract and as well as all right, title, interest, claim and demand of H. C. Devine and Ella V. Devine, in and to the following described real property situated in Baldwin County, Alabama, to-wit:

Northeast quarter of Northwest quarter, Southwest quarter of Northeast quarter of Section 24, Township 5 South, Range 3 East, containing 80 acres, more or less.

TO HAVE AND TO HOLD unto said Harry E. Miller, subject only to the aforesaid contract.

It is expressly understood that the said Harry E. Miller shall and does assume to pay the aforesaid amount due the said C. F. Deitrich as follows: the sum of one thousand dollars on or before the 24th day of December, 1922, the same to be applied to the payment of the amount due said Deitrich on account of said Material Man's Lien and then to the interest due under said contract and the balance on the principal indebtedness thereunder.

The said Harry E. Miller shall thereafter meet all payments and interest due under said contract as the same shall fall due and shall hold the said H. C. Devine clear of any liability of loss thereon.

The said Harry E. Miller executed simultaneously herewith a note payable to said H. C. Devine, in the sum of Two Thousand Dollars (\$2000.00) which is subject to the terms and conditions of this instrument. And he shall be credited on said note upon the payment of the said \$1000.00 above mentioned such amount as shall be proper under this instrument, that is to say: After the same shall have been applied as above set out and a balance due under said contract ascertained such note shall be credited with such an amount as will make the purchase price including said contract debt and Material Man's Lien account equal the sum of \$5500.00, as aforesaid.

The amount due under this instrument to said H. C. Devine from the said Harry E. Miller shall be paid as follows: one year from the due date of the last note under the the Deitrich contract, viz: on or before December 24th, 1926, with interest thereon at 7% per annum, interest payable annually, and said H. C. Devine hereby expressly reserves a Vendor's Lien on said lands to secure said amount, and in the event said Harry E. Miller shall fail, neglect or refuse to make the thousand dollar payment herein specified to be paid December 24th, 1922, to said Deitrich, or shall fail, neglect or refuse to pay to said H. C. Devine, the amount due him hereunder or shall fail to meet the interest payment thereon as herein specified, then the said H. C. Devine shall at his option declare the entire debt due him hereunder immediately due and payable and sell said property at public outcry to the highest bidder for cash, during the legal hours of sale, after giving notice of time, place and terms of sale by publication in two weekley issues of some newspaper published in this county, and to apply the proceeds thereof first to the debt due said H. C. Devine and any balance to pay over said Deitrich if he shall not have been paid in full, and if paid, then to the said Harry E. Miller and said Harry E. Miller shall pay all costs of such sale, including a reasonable attorneys fee. And in the event of such sale the said H. C. Devine may bid and purchase as though a stranger to this instrument. And said H. C. Devine, his agent or attorney, shall conduct the sale and make the deed to the purchaser in the name of said Harry E. Miller, as attorney in fact for him.

IN WITNESS WHEREOF, the said parties hereto have set their hands and

seals this the 30th day of October, 1922.

H. C. Devine (Seal)

Elia V. Devine (Seal)

Harry E. Miller (Seal)

STATE OF ALABAMA
BALDWIN COUNTY

I, H. M. Hall, a Notary Public, in and for said County, in said State, hereby certify that H. C. Devine, Elia V. Devine, his wife, and Harry E. Miller, whose names are signed to the foregoing instrument, and who are known to me, acknowledged that being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date.
Given under my hand and seal on this the 30 day of October, 1922.

H. M. Hall

Notary Public, Baldwin County, Alabama

CONTRACT OR AGREEMENT

This agreement made this twenty seventh day of December 1919, between
C. F. Deltzich, party of the first part and H. C. Devine party of the second part.

WITNESSETH, That if the party of the second part shall make the payments and perform the covenants therein mentioned on his part then the said party of the first part hereby agrees to convey and assures to the said party of the second part in fee simple clear of all encumbrances by a good and sufficient warrant deed, for the following described property to-wit:

Northeast quarter of Northwest quarter of Section 24,
Township 5 South, Range 3 East, in Baldwin County, Alabama,
containing 40 acres, more or less, together with all im-
provements thereon,

and the party of the second part covenants and agrees to pay to the party of the first part, his heirs or assigns the sum of \$2400.00 as hereinafter mentioned also the Southwest quarter of Northeast quarter of Section 24, Township 5 South, Range 3 East, in Baldwin County, Alabama, containing 40 acres more or less, together with all improvements thereon, for which the party of the second part covenants and agrees to pay to the part of the first part, his heir or assigns, the sum of \$1600.00 as hereinafter mentioned, all payments to me made in full by party of the second part as follows:

the first payment of \$250.00 shall be due and payable December 27th, 1920, together with interest at 7% from date. Second payment of \$250.00

shall be due and payable December 27th, 1921, together with interest at 7% from date. Payment number three of \$250.00 shall be due and payable December 27, 1922, together with interest at 7% from date, payment No. 4 of \$250.00 shall be due and payable December 27, 1923, together with interest from date, payment No. 5 of \$1500.00 shall be due and payable December 27th, 1924, together with interest at 7% from date, and payment No. 6 of \$1500.00 shall be due and payable December 27, 1925, together with interest at 7% from date, interest on total amount due annually, the party of the second part hereby agrees to pay all taxes and assessments against said property from date, so long as this contract shall remain in full force and effect.

As time is the essence of this contract the party of the second part agrees that should he fail to comply with all of the agreements set forth therein that he will give up peaceable possession of the said property and that all payments that may have been paid shall be retained by party of the first part, his heirs or assigns and shall be considered as rent of said property, and that in such case the party of the first part will be given immediately possession of said premises together with all improvements thereon.

Given under our hands and seals this 27th day of December A.D., 1919.

C. F. Deitrich

H. C. Devine

This contract made in duplicate
one to delivered to each party.

STATE OF ALABAMA

COUNTY OF BALDWIN

Subscribed and sworn to be fore me this 27th day of December, 1919.

L. Glendinning
Notary Public, in and for said County
and State
My Commission expires February 12, 1923.

Filed: December 19, 1924
Recorded: Deed Book 34 NS pages 270-1.

EXHIBIT "B"

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of Twelve Hundred Twenty nine and 29/100 Dollars to me in hand paid by Mary F. Devine, receipt whereof I s hereby acknowledged, I hereby assign, transfer, and set over unto the said Mary F. Devine all myright, title and interest in and to that certain Vendor's lien for Two Thousand Dollars, less alllegal credits, reserve in the deed of H. C. Devine and Ella V. Devine, his wife, to Harry E. Miller, dated October 30, 1922, and by which the said H. C. Devine and Ella V. Devine assigned and transferred to the said Harry E. Miller that certain contract forthe purchase of the following described lands situated in Baldwin County, Alabama, to-wit:

Northeast quarter of Northwest quarter and Southwest quarter
of Northeast quarter of Section 24, Township 5 South, Range
3 East, containing 80 acres, more or less.

Together with all their right, title and interest in and to said lands.

For the same consideration I also assign, transfer and set over unto the said Mary F. Devine the debt secured by said Vendor's Lien as evidenced by one note for Two Thousand Dollars payable December 24th, 1926, said note bearing interest at seven percent, payable annually and subject to a credit of Eight Hundred Thirty-One and 86/100 Dollars paid October 23, 1922; it being understood that said note is transferred and said date is assigned without any recourse onany whatever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 11th day of September, 1923.

H. C. Devine (Seal)

Ella V. Devine (Seal)

STATE OF ALABAMA
COUNTY OF MOBILE

I, D. R. Coley Jr., a Notary Public, in and for said State and County, hereby certify that H. C. Devine, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that being informed of the contents of said conveyancehe executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 11th day of September, 1923.

D. R. Coley Jr.
Notary Public, Mobile County, Alabama

STATE OF ALABAMA
COUNTY OF MOBILE

I, D. R. Coley Jr., a Notary Public, in and for said State and County, hereby certify that Ella V. Devine, whose name is signed to the foregoing conveyance acknowledged before me on this day that bein informed of the contents thereof she executed the same voluntarily. And I further certify that upon her being examined by me touching her signature to the said conveyance she acknowledged that she executed the same of her own free will and without fear, or constraints of her husband.

Given under my hand this the fifth day of October, 1923.

D. R. Coley, Jr.
Notary Public, Mobile County, Ala.

Filed: October 8, 1923
Recorded; Deed Book 34 NS page 66.

EXHIBIT "C"

THE STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That I, Mary F. Devine, of Loxley, Alabama, have this day constituted and appointed N. C. Stone, of Bay Minette, Alabama, my true and lawful attorney for me, and in my name to release from the records of the Probate Court of Baldwin County, Alabama, any and all liens which might have been reserved by that certain contract or conveyance dated October 30, 1922, and recorded in Deed Book 34 NS, pages 270 and 271, said contract or conveyance being executed by H. C. Devine and Ella V. Devine to Harry E. Miller conveying the following described property to-wit:

Northeast quarter of Northwest quarter, Southwest quarter of Northeast quarter of Section 24, Township 5 South, Range 3 East, Baldwin County, Alabama. It being my intention herein to authorize my said attorney to release all liens or claims which I might have against the above described property.

Giving and granting unto my said attorney full power and authority to do any and all acts necessary and proper to be done in and about the premises.

In Witness Whereof I have hereunto set my hand and seal the 23 day of December, 1924.

Mary F. Devine

STATE OF ALABAMA
BALDWIN COUNTY

I, Gladys Bush, in and for said County, and State, hereby certify that Mary F. Devine, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23 day of December, 1924.

Gladys Bush
Notary Public, Baldwin County, Ala.

Filed: December 24, 1924
Recorded: 2 Miscellaneous, page 552.

EXHIBIT "D"

DEED WITH WARRANTY

This deed made the first day of December, 1924, between H. C. Devine and Ella V. Devine, his wife, of the first part and Harry E. Miller of the second part.

WITNESSETH: That the parties of the first part, in consideration of \$5500.00 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 do grant, bargain, sell and 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:

Northeast quarter of Northwest quarter, Southwest quarter of Northeast quarter of Section 24, Township 5 South, Range 3 East, Baldwin County, Alabama.

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

IN WITNESS WHEREOF, The parties of the first part have hereto set their hands and seals the day and year first above written.

H. C. Devine

Ella V. Devine

Signed, sealed and delivered

in the presence of

George Devine

J. G. Saxe

STATE OF ALABAMA
BALDWIN COUNTY

I, John G. Saxe, Notary Public in and for said County and State hereby certify that H. C. Devine and Ella V. Devine, his wife, 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 seal this 1st day of December, 1924.

John G. Saxe
Notary Public, Baldwin County, Ala.

STATE OF ALABAMA
BALDWIN COUNTY

I, John G. Saxe, Notary Public, in and for said County and State do hereby certify that on the first day of December, 1924, came before me the within named Ella V. Devine, known to me to be the wife of the named H. C. Devine 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 Whereof I have hereunto set my hand and seal this 1st day of December, 1924.

John G. Saxe, Notary Public, Baldwin
County, Alabama

2572 RECORDED

Harry E. Miller
Complainant

vs

H.C. Devine et al,
Respondents

Received in Sheriff's Office
this 22 day of Nov, 1950
TAYLOR WILLIAMS

Executed by serving cop.
of the within Bill of
complaint on

Katie Prisking 12-11-50

George Devine 12-11-50

William Devine 12-11-50

H.C. Devine 12-11-50

Maybelle Patterson 12-11-50

Taylor Williams Sheriff

Bill of Complaint By Edwight Steadman D 50

FILED

NOV 22 1950

ALICE J. DUCK, Register

Harry L. Miller

vs.

H. C. Devine, et al

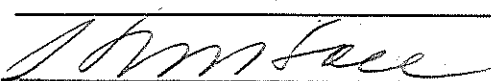
THE STATE OF ALABAMA
Baldwin County

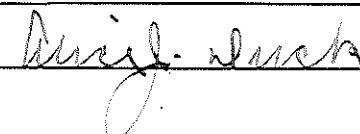
IN EQUITY
Circuit Court of Baldwin County

This cause is submitted in behalf of Complaint upon the original Bill of Complaint, _____

decrees pro confesso on personal service of Katie Rushing, Maybelle
Patterson, George Devine, William Devine and H. C. Devine
and testimony of Harry L. Miller,

and in behalf of Defendant upon _____


Solicitor for Complainant


Register.

RECORDED

No.

THE STATE OF ALABAMA
Baldwin County

IN EQUITY
Circuit Court of Baldwin County

HARRY E. Miller

vs.

H. C. Devine, et al

NOTE OF TESTIMONY

Filed in Open Court this 14th

day of Feb, 1947.

W. J. Neuck
Register.

Printed By The Baldwin Times

COMMISSION TO TAKE DEPOSITIONS

THE STATE OF ALABAMA
Baldwin County

Circuit Court

TO: Evelyn Watts

KNOW YE: that we, having full faith in your prudence and competency, have appointed you
Commissioner, and by these presents do authorize you, at such time and place as you may appoint,
to call before you and examine Harry E. Miller

as witnesses in behalf of Complainant in a cause pending in our
Circuit Court in Baldwin County, of said State, wherein Harry E. Miller

_____, Complainant
and H. C. Devine, et al.

_____, Respondent

on oath, to be by you administered, upon Evelyn Watts
to take and certify the deposition of the witness and return the same to our Court, with all
convenient speed, under your hand.

Witness 5th day of Feb, 1942

Archie J. Leach
Register.

Commissioner's Fee, \$ _____

Witness' Fees, \$ _____

No. _____

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

Harry E. Miller

Complainant

vs.

H. C. Devine, et al

Defendant

COMMISSION TO TAKE DEPOSITION

COMMISSIONER:

Evelyn Watts

WITNESSES:

Harry E. Miller

THE STATE OF ALABAMA
Baldwin County.

Circuit Court of Baldwin County, Alabama
(In Equity)

Harry E. Miller

Complainant

VS.

H. C. Devine, et al

Respondent

I, Evelyn Watts

as Register and Commissioner

have called and caused to come before me Harry E. Miller

witness named in the Requirement for Oral Examination, on the 5th day of February 1945, at the office of Hubert M. Hall in Bay Minette, Alabama, and having first sworn said Witness to speak the truth, the whole truth, and nothing but the truth, the said Harry E. Miller doth depose and say as follows:

My name is Harry E. Miller. I am the Complainant in the above styled cause. I am over twenty-one years of age and a bona fide resident of Baldwin County, Alabama. The Respondents H. C. Devine, William Devine, George Devine, Katie Rushing and Maybelle Patterson who are the sole and only heirs and next of kin of Mary F. Devine are residents of Baldwin County, Alabama, and over twenty-one years of age.

I am the owner in fee simple, am now and have been since October 30, 1922, in the actual possession of the following described lands in Baldwin County, Alabama, to-wit:

Northeast quarter of Northwest quarter, southwest quarter of Northeast quarter of Section 24, Township 5 South, Range 3 East.

The Respondents herein named claim or are reputed to claim some right, title, interest in or encumbrance upon said land. There is no suit pending to test my title to the said lands. I acquired title to the said land by conveyance from H. C. Devine and his wife Ella V. Devine on October 30, 1922. The exhibit attached to the original bill of complaint in this cause is a full, true and correct copy of the conveyance under which I first purchased the said land and in which there was reserved a Vendor's lien. The lien reserved in this deed was paid in December 1924. H. C. Devine and his wife some time after I purchased the said property from H. C. Devine transferred the lien to Mary F. Devine, his mother, a copy of which transfer is attached to the original bill of complaint as Exhibit B.

The indebtedness secured by the said lien was payable on or before December 24, 1926, and upon payment of said lien by me Mary F. Devine on December 23, 1924, executed to N. C. Stone of Bay Minette, Alabama, a power of attorney to cancel the said lien and a copy of said power of attorney is attached to the original bill of complaint as Exhibit C, however, N. C. Stone did not cancel the said lien of record and he is now dead. More than twenty years have elapsed since the due date and the payment of the indebtedness due by said lien and during this time no person has attempted to collect the said lien and in fact no one has said anything about it. At or about the time I paid the indebtedness secured by the lien H. C. Devine and his wife executed another conveyance to me, a copy of which is attached to the original bill of complaint as Exhibit D.

The indebtedness secured by the said lien has long since been paid in full.

Harry E. Miller

ORAL EXAMINATION.

I, Evelyn Watts, as Register and Commissioner hereby certify that the foregoing deposition on Oral Examination was taken down by me in writing in the words of the witness _____ and read over to him and he signed the same in the presence of myself and Hubert M. Hall

at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness _____ or had proom made before me of the identity of said witness _____; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 5th day of February, 1945

Evelyn Watts (L. S.)

NO. _____	PAGE _____
THE STATE OF ALABAMA	
BALDWIN COUNTY	
IN CIRCUIT COURT, IN EQUITY.	
Harry E. Miller	
vs.	Complainant
H. C. Devine, et al	
	Respondent.
Oral Deposition	
Filed <u>2-14</u> , 19 <u>45</u>	
<u>Archie J. Russell</u> , Register.	
Recorded in _____	Record _____
Vol. _____	Page _____
_____	Register.

THE STATE OF ALABAMA, }
BALDWIN COUNTY

No. 2572 Circuit Court, In Equity.

Harry E. Miller

Complainant

Vs.

H. C. Devine, et al

Defendant

Motion is hereby made for a Decree Pro Confesso against Katie Racking, George Devine

and William Devine and Maybelle Patterson

Defendant

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

This 18th day of January 19 51

[Signature] Solicitor.

RECORDED

No. _____ Page _____

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY

Harry L. Miller

Vs.

H. C. Devine

Motion for Decree Pro Confesso on
Personal Service

Filed Jan 18 1957

Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

Moore Printing Co., Bay Minette, Ala.

THE STATE OF ALABAMA, }
BALDWIN COUNTY

No. _____ Circuit Court, In Equity.

Harry E. Miller

Complainant

Vs.

H. O. Devine, et al

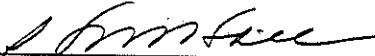
Defendant

Motion is hereby made for a Decree Pro Confesso against H. O. Devine

Defendant

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

This 16th day of January 19 51


Solicitor.

No. _____ Page _____

RECORDED
The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT, IN EQUITY

Harry B. Miller

Vs.

H. C. Devine

Motion for Decree Pro Confesso on
Personal Service

Filed Jan 18 19 51

W. J. H. H. H.
Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

CIRCUIT COURT COMPLAINT

Printed By Baldwin Times, Bay Minette, Ala.

Harry E. Miller
Complainant,
Vs. H. C. Devine
Respondent.

In the Circuit Court.
In Equity No. _____.

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Register, that service was had on the Respondent
Katie Rushing, George Devine, and William Devine and Maybelle Patterson

by the Sheriff of Baldwin County, on the 11 day of December,
194 50.

And it further appears to the Register, that the said Katie Rushing
George Devine and William Devine and Maybelle Patterson

_____, the Respondent^s, having to the date hereof,
failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,
on motion of H. M. Hall

_____, Solicitors
for Complainant, ordered, and decreed by the Register that the Bill of Complaint in this cause be,
and it hereby is, in all things taken as confessed against the said _____

Katie Rushing, George Devine and William Devine and Maybelle Patterson

This 22nd day of January, 194 51.

Alvin Luck
Register.

RECORDED

No. _____

CIRCUIT COURT OF
BALDWIN COUNTY,
ALABAMA.
IN EQUITY

Harry M. Miller

Complainant,

Vs.

W. G. Devine et al.

Respondent.

DECREE PRO CONFESSO ON
PERSONAL SERVICE.

Issued this 22 day of January,
1947.

Wing A. Smith
Register.

CIRCUIT COURT COMPLAINT

Printed By Baldwin Times, Bay Minette, Ala.

Harry E. Miller

Complainant,

Vs.

H. C. Devine, et al

Respondent.

In the Circuit Court.

In Equity No. _____.

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Register, that service was had on the Respondent _____

H. C. Devine

by the Sheriff of Baldwin County, on the 12 day of December,
19450.

And it further appears to the Register, that the said _____

H. C. Devine

_____, the Respondent, having to the date hereof,

failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,

on motion of H. M. Hall Solicitors

for Complainant, ordered, and decreed by the Register that the Bill of Complaint in this cause be,

and it hereby is, in all things taken as confessed against the said _____

H. C. Devine

This 22nd day of January, 19451.

Chief Clerk
Register.

RECORDED

No. _____

CIRCUIT COURT OF
BALDWIN COUNTY,
ALABAMA.
IN EQUITY

Harry E. Miller

Complainant,

Vs.

W. C. Devine, etal

Respondent.

DECREE PRO CONFESSO ON
PERSONAL SERVICE.

Issued this 22 day of Jan,
1957.

Wm. J. Smith
Register.

HARRY E. MILLER

COMPLAINANT

VS

H. C. DEVINE, ET AL,

RESPONDENTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 2572

FINAL DECREE

This cause coming on to be heard was submitted for final decree upon the original bill of complaint and the pleadings and proof as noted by the Register; and

It appearing to the court that due and proper notice was given to the Respondent, H. C. Devine, William Devine, George Devine, Katie Rushing and Maybelle Patterson, by personal service upon each of them, and that they having failed to answer within the time required by law, and a decree pro confesso having been entered against each of them; and

It further appearing to the court that the Complainant is the owner in fee simple, is now and was at the time of the filing of the suit in this cause in the actual possession of the property involved, and that the lien reserved in the conveyance from H. C. Devine and wife to the Complainant is entitled to the relief prayed for, in his bill of complaint.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, by the court, that the Respondents, H. C. Devine, William Devine, George Devine, Katie Rushing and Maybelle Patterson have no right, title, interest in or encumbrance against the following described lands in Baldwin County, Alabama, or any part thereof, to-wit:

Northeast quarter of Northwest quarter and Southwest quarter of Northeast quarter of Section 24, Township 5 South, Range 3 East.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fee simple title to said lands, and each part thereof, in Baldwin County, Alabama, to-wit:

Northeast quarter of Northwest quarter and Southwest quarter of Northeast quarter of Section 24, Township 5 South, Range 3 East.

is vested in the Complainant Harry E. Miller as against the Respondents, H. C. Devine, William Devine, George Devine, Katie Rushing and Maybelle Patterson.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register of this court within thirty days from the rendition of this decree file a certified copy hereof for record in the office of the Probate Judge of Baldwin County, Alabama, and that the costs thereof be taxed in the costs of this cause.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED BY THE COURT, that a certified copy of this decree be recorded in the office of the Probate Judge of Baldwin County, Alabama, in the direct index in the names of H. C. Devine, William Devine, George Devine, Katie Rushing and Maybelle Patterson and in the indirect index in the name of Harry E. Miller.

IT IS FURTHER ORDERED that the Complainant pay the costs of this cause for which execution may issue.

Dated this the 14th day of February, 1951.

Julius J. Maskebury, Jr.
Judge

2572

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FILED
FEB 14 1951
ALICE J. BUCK, Register

FINAL DECISION

COMPLAINANT
VS
H. C. DIVIN, ET AL.
RESPONDENTS

RECORDED

[Faint signature]