

4220

LOUIS D. MOORE, and  
MARGARET M. MOORE,

Complainants,

-vs-

ROYAL HAROLD STEWART  
and HATTIE CLYDE STEWART  
NUNN,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

TO THE HONORABLE H. M. HALL, JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA, Sitting in Equity:-

Come the Complainants, Louis D. Moore and Margaret M. Moore,  
and show unto this Honorable Court as follows:-

1. That they are husband and wife, and are residents of  
Summerdale, Baldwin County, Alabama, and are both over the age of  
twenty-one years, That the Respondent, Royal Harold Stewart is  
over the age of twenty-one years, is of sound mind, and a resident  
of 1103 Amicable Building, Waco, Texas. That Hattie Clyde Stewart  
Nunn, who is also known as Clyde S. Nunn, is over the age of  
twenty-one years, and has been declared a person of unsound mind  
by Decree of the County Court of El Paso County, Texas, on the  
17th day of August, 1951, a Certified Copy of said proceedings  
being of record in the office of the Judge of Probate of Baldwin  
County, Alabama. Complainants further show that she was, on or  
about this date, confined in the Big Springs State Hospital at  
Big Springs, Howard County, Texas, and that on, to-wit, November  
23, 1951, Harry B. Nunn, Jr., was appointed Guardian of the said  
Hattie Clyde Stewart Nunn, who is shown in the Letters of Guardian-  
ship as Clyde S. Nunn, but who is one and the same person. That  
the address of the Guardian was Leavall Street, Fort Bliss, Texas,  
but that he is presently at 2224 25th Avenue, Gulfport, Mississi-  
ppi.

2. Complainants further show that by instrument dated  
January 1, 1950, all of the heirs at law and next of kin of the  
said Royal L. Stewart, including therein the Respondents to this  
suit, made conveyance to Louis D. Moore, one of your Complainants  
herein, which instrument is of record in the office of the Judge  
of Probate of Baldwin County, Alabama, in Deed Book 150, Pages 135

through 140.

3. Complainants further show that this instrument passed fee simple title to your Complainant, Louis D. Moore, subject only to a retention of an undivided one-half ( $\frac{1}{2}$ ) interest in minerals and to a lien recited therein, in the amount of One Thousand Six Hundred Dollars (\$1,600.00), which was evidenced by eight (8) Promissory Notes in the amount of Two Hundred Dollars (\$200.00) each, payable at the Bank of Fairhope, Fairhope, Alabama, and bearing interest at the rate of six per cent (6%) per annum,

Complainant, Louis D. Moore, asserts that all of these notes and all indebtedness thereon has been paid. This conveyance, however, was not in proper Alabama form.

4. Complainant, Louis D. Moore, further shows that this instrument of conveyance as shown in the last paragraph above set out, evidenced an indebtedness remaining due on said property, and that by mutual mistake, he at the same time executed a Mortgage Deed with Power of Sale, to R. H. Stewart, which evidenced the same indebtedness and payments, this instrument being recorded in Mortgage Book 168, Pages 371-372, N.S., in the office of the Judge of Probate of Baldwin County, Alabama.

5. Your Complainants further shows that the instrument last above referred to is released by a Release of Mortgage dated March 22, 1957, and of record in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 279, Page 129.

6. Complainants further show that the indebtedness secured by the Vendor's Lien hereinabove referred to, and the indebtedness secured by the mortgage hereinabove referred to, were one and the same and both have been paid.

7. Complainant further shows that on the 22nd day of March, 1957, a conveyance designated as a Correction Deed was executed, its purpose being to make the conveyance of property conform to the Laws of the State of Alabama, by correcting errors in the conveyance of the Deed of the 1st day of January, 1950, which is of record in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 150, Pages 135-140, which said conveyance reserved, as did the previous conveyance, an undivided one-half ( $\frac{1}{2}$ ) interest in and to all, oil, gas and minerals. This conveyance

also included the name of Margaret M. Moore as a Grantee, which had been omitted in the prior conveyance by mutual mistake and error.

8. Complainant further shows that this instrument was intended as a release of any interest any of the parties hereto might have to the land, and as a release of the Vendor's Lien previously retained, the conveyance thereto having already been made, and that subject to the retention of an undivided one-half ( $\frac{1}{2}$ ) interest in and to the Grantors in the oil, gas and minerals rights, as recited in said conveyance, the Purchaser had a fee simple interest therein, and as a correction of the mutual error and mistake.

9. That this instrument was executed by Harry D. Munn, JR., as Guardian of Hattie Clyde Stewart Munn, and that his execution thereof constituted a release of any claim on said property through and by virtue of the Vendor's Lien retained by the conveyance of January 1, 1950, which he had, as Guardian, a full right and authority to do, and did not, in any way, constitute a conveyance of said property after that date.

10. Complainants further allege that title to said lands referred to in the foregoing conveyances, to-wit:-

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section one (1), Township seven (7) South, Range two (2) East, containing forty (40) acres, of land, more or less.

However, the Grantors reserve an undivided one-half interest in and to all oil, gas and mineral rights and other deposits of value, with the right of ingress and egress for the purpose of mining, exploration and production of such oil, gas, minerals and other deposits of value,

stands in the name of the Complainants on the records of the Judge of Probate of Baldwin County, Alabama, by virtue of the conveyances aforesaid, and that no one has paid any taxes thereon other than your Complainants and their immediate predecessors in title for more than ten (10) years next preceeding the filing of this Bill.

11. Complainants further show that they are in the open, notorious, peaceable and adverse possession of said property,

claiming to own the same in fee simple, save and except the retention of the undivided one-half ( $\frac{1}{2}$ ) interest in and to the oil, gas and minerals as aforesaid.

12. Complainants further aver that no suit is pending to test their interest in, right of possession of, or title to said land.

THE PREMISES CONSIDERED, your Complainants pray that Royal Harold Stewart and Hattie Clyde Stewart Nunn be made parties respondent to this Bill by service on the said Royal Harold Stewart at his address above shown by Registered Mail, and by service upon Hattie Clyde Stewart Nunn in accordance with Equity Rule 5, Sub - Section 2(d), which provides that where it appears that such person has a Guardian, service may be had by Registered Mail upon such Guardian, and that they be required to plead, answer or demur within the time required by law, or a Decree Pro Confesso may be taken against them.

Complainants further pray that upon a final hearing of this cause that it be determined that they are the owners in fee simple of the real estate hereinabove described, subject to the retention of minerals, and that the respondents hereto have no claim or interest therein, nor lien or encumbrance upon said lands, and that the Court will grant to the Complainants such other, further, different or general relief as may be meet and proper.

  
Solicitor for Complainants

Service may be had upon the Respondent, Royal Harold Stewart by service by Registered mail at 1103 Amicable Building, Waco, Texas, and upon Hattie Clyde Stewart Nunn by service upon Harry B. Nunn, Jr., as Guardian of Hattie Clyde Stewart Nunn, a Non Compos Mentis, by Registered Mail, at 2224 25th Avenue, Gulfport, Mississippi.



LOUIS D. MOORE, and  
MARGARET M. MOORE,

## Complainants,

ROYAL HAROLD STEWART  
and HATTIE CLYDE STEWART  
NUNN.

## Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

FILED  
FEB 4 1958  
ALICE J. BUCK, Register

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. \_\_\_\_\_

\_\_\_\_\_ TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Royal Harold Stewart and Hattie Clyde Stewart

Munn

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 Royal

Harold Stewart and Hattie Clyde Stewart Munn, Defendant.

by Louis D. Moore et al

\_\_\_\_\_, Plaintiff.

Witness my hand this 4th day of February 1958

Reice J. Muck, Clerk

ALICE J. DUCK, Circuit Clerk

*Baldwin County*  
BAY MINETTE, ALA.

4220



RETURN RECEIPT REQUESTED

Second Notice. No Reply  
To First Notice FEB 19 1958

Deliver to Addressee Only

Registered

For Delivery Only To Person  
To Whom Addressed

Return Receipt Requested

Clyde S. Nunn,  
2224 ~~25th~~ Avenue,  
Gulfport, Miss

REGISTERED  
NO. 2220X

6013 Aspen Ave N. E.  
Albuquerque N. Mex.

LN  
2/10/58  
2001

REASON FOR RETURN  
Unknown address.  
Moved, Left no address.  
No such office in state.  
No such office in this country.  
No such office in this country.



2

BAY MINETTE  
FEB 5  
1958  
ALA.

ALBUQUERQUE, N. MEX.  
FEB 10  
1958  
STA. D.

ALBUQUERQUE  
FEB 10  
1958  
N. MEX.

GULFPORT  
FEB 6  
1958  
MISS.

BAY MINETTE  
FEB 5  
1958  
ALA.

BAY MINETTE  
FEB 27  
1958  
ALA.

GULFPORT, MISS.  
FEB 9  
1958  
EVERGREEN STA.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.-----

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by Louis D. Moore et al

-----, Plaintiff.

Witness my hand this 4th day of February 19 58

Walter J. Wicks, Clerk

LOUIS D. MOORE, and  
MARGARET M. MOORE,

Complainants,

-VS-

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and HATTIE CLYDE STEWART  
MUNN,

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9. That this instrument was executed by Harry D. Nunn, JR., as Guardian of Mattie Clyde Stewart Nunn, and that his execution thereof constituted a release of any claim on said property through and by virtue of the Vendor's Lien retained by the conveyance of January 1, 1950, which he had, as Guardian, a full right and authority to do, and did not, in any way, constitute a conveyance of said property after that date.

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stands in the name of the Complainants on the records of the Judge of Probate of Baldwin County, Alabama, by virtue of the conveyances aforesaid, and that no one has paid any taxes thereon other than your Complainants and their immediate predecessors in title for more than ten (10) years next preceeding the filing of this Bill.

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Solicitor for Complainants

Service may be had upon the Respondent, Royal Harold Stewart by service by Registered mail at 1103 Amicable Building, Waco, Texas, and upon Hattie Clyde Stewart Nunn by service upon Harry E. Nunn, Jr., as Guardian of Hattie Clyde Stewart Nunn, a Non Compos Mentis, by Registered Mail, at 2224 25th Avenue, Gulfport, Mississippi.

ROYAL HAROLD STEWART  
and BATTIE GLYDE STEWART  
NUNN.

respondents.

( ) ( ) ( ) ( ) ( ) ( )

FILED

FEB 4 1958

WILLIAM L. BUCK, Registrar

ALICE J. DUCK, Circuit Clerk

**Baldwin County**  
BAY MINETTE, ALA.

Forwarded



Returned  
to Writer.

REASON CHECKED

Unclaimed ☒ Refused

Unknown ☐ Refused

For better address ☐

Moved, Left no address ☐

No such office in state ☐

RETURN RECEIPT REQUESTED

Records searched — no address on file.

Deliver to Addressee Only



Final Notice

2-17-58

Royal Harold Stewart,  
1103 Amicable Building,  
Waco, Texas

Registered

For Delivery Only To Person  
To Whom Addressed

Return Receipt Requested

*Judson Ariz*  
*Unclaimed at Gen. Bell*

FEB 11 1958





LOUIS D. MOORE and MARGARET  
M. MOORE,  
  
Complainants,  
  
VS.  
  
ROYAL HAROLD STEWART AND HATTIE  
CLYDE STEWART  
  
Respondent.

IN THE  
CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.

Respondent.

Examination by Mr. Chason

A. That's right.

A. That's right.

A. Right.

A. Right.

Right.

A. Only by correspondence.

A. Yes sir.

A. Right.

A. Right.

Q. Mr. Moore, that deed of purchase was made in your

name, but was it the intention all of the time that it was to be made to you and your wife jointly?

A. Yes sir.

Q. That instrument showed there being due and payable a balance of \$1600.00 on the purchase price?

A. Yes sir.

Q. That amount was payable at the Bank of Fairhope?

A. Yes sir.

Q. Is this the instrument by which you made that purchase, Mr. Moore?

A. Yes sir.

MR. CHASON: We would like to introduce this in evidence, being a conveyance by people who purport to be the heirs of Royal L. Stewart, to Louis D. Moore, as the purchaser, dated January 1, 1950 and recorded in the office of the Judge of Probate of this County in Deed Book 150 pages 135 through 140.

Q. Did you pay the consideration as shown in this instrument, Mr. Moore?

A. Yes, it has been paid.

Q. It recites \$400.00 down with \$1600.00 remainder?

A. Right.

Q. Have you paid the total amount of \$2,000.00, plus the interest?

A. Yes sir.

Q. Did you, Mr. Moore, as of March 22, 1957, obtain another correction deed from these same persons?

A. Yes sir.

Q. This conveyance is to you and your wife, Margaret M. Moore?

A. Yes.

Q. You say that is the way the first conveyance should have been made - to you and your wife, as husband and wife?

A. Yes sir.

Q. Did this instrument convey this property to you subject to the retention of half interest in the minerals?

A. Yes

Q. This instrument did not retain any Vendor's lien or show any indebtedness due as of that time?

A. No sir.

Q. Is that the original of that conveyance, Mr. Moore?

A. Yes.

Q. It is the original?

A. Yes.

MR. CHASON: I would like to introduce this deed and ask that it be marked Complainant's Exhibit 2, being a conveyance shown as correction deed, purporting to be from the heirs of Royal L. Stewart to Louis D. Moore and Margaret M. Moore, dated March 22, 1957 and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 251 pages 125 to 129.

Q. At the time of the execution of this instrument, Mr. Moore, did you realize that one of the signers of your original deed had been declared mentally incompetent?

A. No.

Q. As of January 1, 1950, which is the date of your first instrument of purchase, Mr. Moore, did you execute this instrument, which purports to be a real estate mortgage showing a balance due of \$1,600.00 with notes of \$200.00 each, being payable to R. H. Stewart, at the Bank of Fairhope?

A. Yes sir.

Q. Is this the instrument?

A. Yes.

MR. CHASON: I would like to introduce this in evidence by reference as Complainants' exhibit 3, purporting to be a real estate mortgage, executed by Louis D. Moore and Margaret M. Moore, to R. H. Stewart, dated January 1, 1950, recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 168, pages 371-72.

Q. Mr. Moore, the indebtedness recited in this mortgage, is that the same indebtedness recited in the deed with vendor's lien?--In other words, is this the same \$1600.00 due on your real estate?

A. Yes sir. only one \$1600.00 due.

Q. You didn't owe \$3200.00 balance?

A. No sir.

Q. You deny borrowing any more money from Mr. Stewart?

A. No sir.

Q. The remainder on the purchase price was \$1600.00 payable \$200.00 each year at the Bank of Fairhope?

A. Yes sir.

Q. Did you pay that \$1600.00?

A. Yes.

Q. And you paid only one \$1600.00?

A. Yes sir.

Q. Were you then furnished with a release of the mortgage executed by you to R. H. Stewart?

A. Yes sir

Q. Is this the instrument which you were furnished?

A. Yes sir.

MR. CHASON: We would like to introduce this as Complainants' Exhibit 4, which purports to be a mortgage release from R. H. Stewart to Louis D. Moore and Margaret M. Moore, recorded in mortgage book 279, pages 129-30, in the Probate Office of this County.

Q. Mr. Moore, that mortgage release which we have last referred to was intended by Mr. Stewart and every one concerned to be a release of all indebtedness remaining due on this real estate?

A. Yes sir.

Q. The correction deed, the second instrument that you got was intended by you and every one concerned as being a release of any claim that any of these heirs might have against you or this property?



A. Yes.

Q. Mr. Moore, who has been in possession of that property since January 1950?

A. I have.

Q. Who was in possession of the property prior to that time?

A. I would say R. H. Stewart.

Q. Who has paid the taxes on that piece of property for the last 10 years?

A. I have.

Q. What use have you been making of the property?

A. Farming it.

Q. You would say you have been in the open, notorious, exclusive and adverse possession of this property -- you and your wife?

A. Yes.

Q. Is the property known in the vicinity as being your land?

A. Yes sir.

Q. Been no suit or action in any way to question your possession or right of possession to the property?

A. No sir.

Q. No dispute or claim by any one else claiming ownership of that piece of property?

A. No sir.

Q. And the property is owned and claimed by you and your wife jointly?

A. Yes sir.

EXAMINATION BY MR. CHRISTIAN.

Q. You have assessed and paid the taxes on this property each year since you got your first deed in 1950?

A. Yes.

MRS. MARGARET M. MOORE, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Chason.

Q. Mrs. Moore, you heard the testimony of your husband, Louis D. Moore?

A. Yes sir.

Q. Is everything he has said here to the Court true and correct?

A. Yes.

MR. FOREST CHRISTIAN, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Chason.

Q. Mr. Christian, you had some correspondence and conversations or dealings with a Mr. Royal Harold Stewart?

A. Yes sir.

Q. He also signs his name occasionally as R. H. Stewart?

A. Yes sir.

Q. He is the same man as Royal Harold Stewart, respondent in this case?

A. Yes sir.

Q. You have also had correspondence concerning Hattie Clyde Stewart Nunn?

A. Yes sir.

Q. Both are over 21 years of age?

A. Yes.

Q. Hattie Clyde Stewart Nunn is now a non-compos mentis?

A. Yes sir.

Q. Was Harry B. Nunn, Jr. appointed as her guardian?

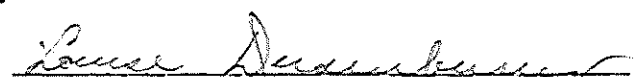
A. That is her son and he has been appointed guardian by the Texas Court.

Q. He is also over 21 years of age?

A. Yes sir, Mr. Chason we got service on him in accordance with the Statutes.

-----  
I hereby certify that the foregoing, consisting of pages 1 to 6, both inclusive, is a true and correct transcript of the testimony and the exhibits introduced, in the above styled cause, IN OPEN COURT.

This 21st day of March, 1958.

  
Official Court Reporter, 28th  
Judicial Circuit

*Compliments Ex "P"*

S U P P L E M E N T A L  
A B S T R A C T  
O F  
T I T L E  
T O

THE FOLLOWING DESCRIBED LANDS IN BALDWIN COUNTY, ALABAMA,  
to-wit:

THE NORTHWEST QUARTER of the NORTHEAST  
QUARTER of SECTION 1, TOWNSHIP 7 SOUTH,  
RANGE 2 EAST, containing 40 acres of  
land, more or less. Except  $\frac{1}{2}$  Mineral Rights.

ABSTRACT NUMBER 1674,

Compiled by

FAIRHOPE TITLE & SURVEY COMPANY,

Fairhope, Alabama.

for

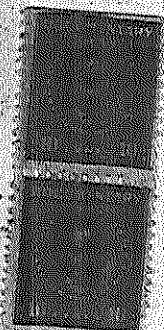
Mr. Louis D. Moore .....  
by request of Rickarby & Rick-  
arby, Fairhope, Alabama.

THE STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That we, Royal Harold Stewart and wife, Maude Stewart, William Trammel Stewart and wife, Martha Stewart, Joseph Haywood Stewart and wife, Era Stewart, all of McLennan County, Texas, and Mabel Clara Stewart Hilton, a feme sole, of Harris County, Texas, Hattie Clyde Stewart Nunn, joined by her husband, Harry B. Nunn, of Harrison County, Mississippi, Mary Elizabeth Stewart Feytel, joined by her husband, Joseph Feytel, of Dade County, Florida, and Martha Louise Stewart Campbell, joined by her husband, Charles R. Campbell of Piedmont, California, being all of the heirs of Royal L. Stewart, for and in consideration of the sum of FOUR HUNDRED AND NO/100 DOLLARS (\$400.00), cash, paid by Louis D. Moore, and the further sum of SIXTEEN HUNDRED AND NO/100 DOLLARS (\$1600.00) evidenced by eight (8) notes of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) each, executed by Louis D. Moore payable to R. H. Stewart at the Bank of Fairhope, <sup>FAIRHOPE</sup> ~~Mobile~~, Alabama, dated of even date, bearing interest at the rate of six per cent (6%) per annum, interest payable annually; the first of said notes being due and payable on or before January 1, 1951, and the other seven notes being payable on or before each January 1st, 1952, 1953, 1954, 1955, 1956, 1957 and 1958; said notes providing for accelerated maturity in case of default of the makers at the option of the holder, and further providing that if said note is placed in the hands of an attorney for collection on account of makers' default, or if collected through any court proceedings, the makers agree to pay ten per cent (10%) on the principal and interest then due as a collection fee; and the further consideration that the grantees assume and agree to pay the Taxes as they become due for the year 1950 and thereafter until each and all of said notes hereinabove set out are paid.





Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Louis D. Moore of the County of Baldwin, State of Alabama the surface rights and one-half (1/2) of all of the oil, gas, minerals and other deposits of value in and to that certain tract or parcel of land lying and being situate in the County of Baldwin, State of Alabama, being described as follows:

BEING the Northwest Quarter (NW 1/4th) of the Northeast Quarter (NE 1/4th) of Section One (1), Township Seven (7) South, Range Two (2) East, containing forty (40) acres, more or less.

There is reserved to grantors and not conveyed to grantee one-half (1/2) of all the oil, gas, minerals and other deposits of value in and under the above described forty (40) acres of land with the right of ingress and egress for the purpose of mining, exploration and production of such oil, gas, minerals and other deposits of value.

TO HAVE AND TO HOLD to the said Louis D. Moore, his heirs and assigns forever. And we do covenant with the said Louis D. Moore that we are siezed in fee of the above described premises; that we have the right to sell and convey the same; that the said premises are free from all incumbrances; and that we will, and our heirs, executors and administrators shall forever WARRANT AND DEFEND the same to the said Louis D. Moore, his heirs and assigns, against the lawful claims of all persons whomsoever.



But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described notes, and all interest thereon are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

WITNESS OUR HANDS at Waco, Texas, this the 1st day of January, A. D., 1950.

Royal Harold Stewart  
Royal Harold Stewart

Maude Stewart  
Maude Stewart

William Trammel Stewart  
William Trammel Stewart

Martha Stewart  
Martha Stewart

Joseph Haywood Stewart  
Joseph Haywood Stewart

Era Stewart  
Era Stewart

Mabel Clara Stewart Hilton  
Mabel Clara Stewart Hilton

Hattie Clyde Stewart Nunn  
Hattie Clyde Stewart Nunn

Harry B. Nunn  
Harry B. Nunn

Mary Elizabeth Stewart Feytel  
Mary Elizabeth Stewart Feytel

Joseph Feytel  
Joseph Feytel

Martha Louise Stewart Campbell  
Martha Louise Stewart Campbell

Charles R. Campbell  
Charles R. Campbell



BOOK 150 PAGE 133

STATE OF TEXAS  
COUNTY OF MCLENNAN

I, Hilda J. Branch, a Notary Public in and for said State and County, do hereby certify that Royal Harold Stewart and Maude Stewart, 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 said conveyance they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 9th day of January, 1950, came before me the within named Maude Stewart, known to me to be the wife of the within named Royal Harold Stewart, who being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand, and official seal, this the 9th day of January, A. D., 1950.

Hilda J. Branch  
Notary Public, McLennan County, Texas

STATE OF TEXAS  
COUNTY OF MCLENNAN

I, Hilda J. Branch, a Notary Public in and for said State and County, do hereby certify that William Trammel Stewart and Martha Stewart, 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 said conveyance they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 9th day of January, 1950, came before me the within named Martha Stewart, known to me to be the wife of the within named William Trammel Stewart, who being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand, and official seal, this the 9th day of January, A. D., 1950.

Hilda J. Branch  
Notary Public, McLennan County, Texas

STATE OF TEXAS  
COUNTY OF MCLENNAN

I, Hilda J. Branch, a Notary Public in and for said State and County, do hereby certify that Joseph Haywood Stewart and Era Stewart, 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 said conveyance they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 9th day of January, 1950, came before me the within named Era Stewart, known to me to be the wife of the within named Joseph Haywood Stewart, who being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand, and official seal, this the 9th day of January, A. D., 1950.

Hilda J. Branch  
Notary Public, McLennan County, Texas



STATE OF TEXAS  
COUNTY OF HARRIS

BOOK 150 PAGE 139

I, Ruby Fenoglio, a Notary Public, in and for said County and State, hereby certify that Mabel Clara Stewart Hilton, a feme sole, whose name is signed to the foregoing conveyance and who is known to me, acknowledge 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 OFFICIAL SEAL, this the 14th day of January, A. D., 1950.

Ruby Fenoglio  
Notary Public, Harris County, Texas

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

I, John K. Jones, a Notary Public in and for said State and County, do hereby certify that Harry B. Nunn and Hattie Clyde Stewart Nunn, 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 said conveyance they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 20 day of January, 1950, came before me the within named Hattie Clyde Stewart Nunn, known to me to be the wife of the within named Harry B. Nunn, who being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand, and official seal this the 20 day of January, A. D., 1950.

John K. Jones  
Notary Public, Harrison County, Mississippi

STATE OF FLORIDA  
COUNTY OF DADE

I, Anna Lu Sims, a Notary Public in and for said State and County, do hereby certify that Joseph Feytel and Mary Elizabeth Stewart Feytel, 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 said conveyance they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 17th day of January, 1950, came before me the within named Mary Elizabeth Stewart Feytel, known to me to be the wife of the within named Joseph Feytel, who being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand, and official seal this the 17th day of January, A. D., 1950.

Anna Lu Sims  
Notary Public, Dade County, Florida

Notary Public, State of Florida at large  
My commission expires Oct. 6, 1953  
Bonded by American Surety Co. of N. Y.

(over)



BOOK 150 PAGE 140

STATE OF Texas  
COUNTY OF Dallas

I, Beatrice Andrews, a Notary Public in and for said State and County, do hereby certify that Charles R. Campbell and Martha Louise Stewart Campbell, 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 said conveyance they executed the same voluntarily on the day the same bears date.

And I do further certify that on the 11th day of January, 1950, came before me the within named Martha Louise Stewart Campbell, known to me to be the wife of the within named Charles R. Campbell, who being examined separate and apart from her husband in reference to her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand, and official seal this the 11th day of January, A. D., 1950.

Beatrice Andrews  
Notary Public, Dallas County,

BEATRICE ANDREWS, Notary Public,  
Dallas County, Texas  
My Commission Expires 6-1-57

STATE OF ALABAMA, BALDWIN COUNTY  
Filed 3/16/50 ALB  
Recorded 3/16/50 page 2  
and I certify that the following Privilege Tax  
has been paid:  
Deed Tax 50  
Mortgage Tax 240  
M. R. Stewart  
Judge of Probate  
By



KNOW ALL MEN BY THESE PRESENTS: That Louis D. Moore, hereinafter called mortgagor, in consideration of the sum of TEN AND NO/100 DOLLARS, to me in hand paid by R. H. Stewart, hereinafter called mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said mortgagee, his heirs and assigns forever, all the surface rights and one-half (1/2) of all the oil, gas minerals and other deposits of value in and under the following tract of land, lying and being situate in the County of Baldwin, State of Alabama, to wit:

BEING the Northwest quarter (NW 1/4th) of the Northeast quarter (NE 1/4th) of Section 1, Township Seven (7) South, Range Two (2) East, containing forty (40) acres of land, more or less;

together with all and singular the tenements, rights, privileges and appurtenances, to said described premises in anywise belonging.

TO HAVE AND TO HOLD the same forever. PROVIDED ALWAYS, and these presents are upon the express condition that if the said mortgagor, shall well and truly pay to the mortgagee eight notes each payable on or before maturity date and all dated January 1, 1950, each for the sum of \$200.00, bearing interest from date at the rate of 6% per annum, payable to R. H. Stewart at the Bank of Fairhope, Marlow, Alabama, as follows:

Note No. 1, January 1, 1951, Note No. 2, January 1, 1952, Note No. 3, January 1, 1953, Note No. 4, January 1, 1954, Note No. 5, January 1, 1955, Note No. 6, January 1, 1956, Note No. 7, January 1, 1957 and Note No. 8, January 1, 1958; said notes providing for accelerated maturity at the option of the holder in case of default made by the mortgagor, and further providing in case of default a collection fee of 10% if placed in the hands of an attorney for collection or if collected through court proceedings, and shall also discharge all the duties imposed upon said mortgagee, by this mortgage, then these presents shall become void, otherwise to remain in full force.

Filed 3/15/50 82M  
Recorded \_\_\_\_\_ book \_\_\_\_\_ page \_\_\_\_\_  
and certify that the following Privilege Tax has been paid.

Deed Tax \_\_\_\_\_  
Mortgage Tax 2.40

R. H. Stewart  
Judge of Probate  
By J



BOOK 68 PAGE 372

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee is hereby authorized to sell said property, at auction, for cash, after giving notice by advertisement, once a week for three consecutive weeks, in any newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply first, to the payment of the costs of sale, including a reasonable attorney's fee; second, to the payment of said mortgage debt and any sums herein provided for, the balance, if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale and, in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor, and as his attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee, in the collection of said mortgage debt, or otherwise by reason of any default on the part of the mortgagor. Mortgagor covenants that he is seized in fee simple of said property, that it is free from all encumbrances, that he will warrant the same to mortgagee, and to the purchaser thereof, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal this 1st day of January, A. D. 1950.

Louis D. Moore (Seal)  
Margaret M. Moore (Seal)

THE STATE OF ALABAMA ( )  
BALDWIN COUNTY ( )

I, a Notary Public, in and for said County and State, hereby certify that Louis D. Moore, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of January, 1950.

D. J. Grooms  
Notary Public Baldwin County, Alabama.

My Com Expires 1/31/54

Louis D. Moore and  
Margaret C. Moore,  
husband and wife,

INSTRUMENT: Right-of-way Deed  
DATED: 9 August, 1951  
FILED: 8-28-51

To

RECORDED 168, Page 449

Baldwin County

CONSIDERATION: \$1.00

ACKNOWLEDGED by C. O. Christianson  
a subscribing witness on 23 August, 1951  
before Malena M. Whitley, Notary Public  
Baldwin County, Alabama. Statutory form.  
No seal shown.

CONVEYS:

"...as much of our lands as is required to make an 80 foot right-of-way across our lands, said right-of-way herein conveyed being more particularly described as follows to-wit:

and as shown by the right-of-way map of Project SACP-698 A as recorded in the office of the Judge of Probate of Baldwin County, Alabama: Beginning at the NW Cor of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 1, Tsp 7 S, Rn-2-E, the point of beginning at Station 286 + 85, the west property line, thence 1333 feet N 89°52' E along the center-line of Project to Station 300 + 18, the point of ending at the East property line.

Said right-of-way being 40 feet in width along the South side of the center-line and lying in the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , Sec. 1, Tsp-7-S, R-2-E Baldwin County, Alabama and containing 1.224 acres more or less. "

Louis D. Moore and  
Margaret M. Moore,  
his wife,

INSTRUMENT: Real Estate Mortgage  
DATED: 18 December, 1953.  
FILED: 12-28-53

To

RECORDED Mortgage Book 232, Pages  
192-194

The Bank of Fairhope.

PRINCIPAL SUM SECURED:  
\$3,000.00 .....

ACKNOWLEDGED by Louis D. Moore and  
Margaret M. Moore on 18 December,  
1953 before Louise P. Maury, Notary  
Public, Baldwin County, Alabama.  
Statutory form. No seal shown.

ENCUMBERS:

"...the following described real estate lying and being situated in  
Baldwin County, Alabama, to-wit:

BEING the northwest quarter (NW $\frac{1}{4}$ ) of the northeast quarter  
(NE $\frac{1}{4}$ ) of Section One (1), Township Seven South, Range Two  
East, containing 40 acres, more or less which property is  
subject to a vendor's lien in favor of Royal Harold Stew-  
art, et al, recorded in Mortgage Book 150, Page 135-40 of  
the Probate Records of Baldwin County, Alabama, which shows  
a balance of \$800.00...

MARGINAL NOTATION: "This instrument and the note and debt secured  
thereby having been paid in full, the same is  
hereby cancelled and discharged of record this  
the 5 day of December, 1955.

Attest:

W. R. Stuart

Judge of Probate

By Lila S. Glover, Clerk.

(Signed) The Bank of Fairhope  
by Ort H. Ertzinger  
Its Attorney-In-Fact"

Louis Moore and  
Margaret Moore,  
husband and wife,

INSTRUMENT: Oil, Gas and Mineral  
Lease.

DATED: 27 August, 1955

FILED: 10-18-55

To

RECORDED Deed Book 227, Pages 416-18

M. W. Chesnut

CONSIDERATION:  
\$10.00 .....

ACKNOWLEDGED by Louis Moore and Margaret  
Moore on 27 August, 1955 before Alice H.  
Sanders, Notary Public, Baldwin County,  
Alabama. Statutory form. Seal affixed.

#### CONVEYS:

"...regular Alabama Form 10 year lease on all gas, oil and minerals  
on or under the following described lands in Baldwin County, Alabama,  
to-wit:

The NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Sec. 1, Township 7 South, Range 3 East  
and NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 1, Township 7 South, Range 2 East,  
Baldwin County, Alabama.

....to be deposited in the Bank of Fairhope, Fairhope, Alabama.

#### MARGINAL NOTATION:

"For Assign see 233 N S, Page 211"

M. W. Chesnut and  
Mary Chesnut,  
his wife,

INSTRUMENT: Assignment of Lease  
DATED: 22 September, 1955  
FILED: 1-23-56

To

RECORDED Deed Book 233, Page 211

Stanolind Oil & Gas Company.

ACKNOWLEDGED by M. W. Chesnut and  
Mary Chesnut on 22 September, 1955  
before (illegible) Notary Public,  
Alabama at Large.

CONSIDERATION: \$1.00 .....  
Paid.....

CONVEYS:

"...all our right, title and interest in and to the following described Oil, Gas and Mineral lease .....

...that certain lease executed by Louis Moore and Margaret Moore,  
husband and wife -To- M. W. Chesnut - dated 27 August, 1955 -  
recorded Deed Book 227, Pages 416-18, Baldwin County Probate  
Records ...

Louis D. Moore and  
Margaret M. Moore,  
his wife,

INSTRUMENT: Real Estate Mortgage  
DATED: 7 December, 1955  
FILED: 12-9-55

To

RECORDED Mortgages 258, Pages 520-22

The Bank of Fairhope.

PRINCIPAL SUM SECURED:  
\$1,508.00 .....

ACKNOWLEDGED by Louis D. Moore and  
Margaret M. Moore on 7 December, 1955  
before Louise P. Maury, Notary Public,  
Baldwin County, Alabama, Statutory  
form. No seal shown.

CONVEYS:

"...the following described real estate situated in the County of  
Baldwin, State of Alabama, to-wit:

MARGINAL NOTATION:

"This instrument and the note and debt secured thereby  
having been paid in full, the same is hereby cancelled  
and discharged of record this the 27 day of November,  
1956.

ATTEST: (Signed) The Bank of Fairhope  
W. R. Stuart, Judge of Probate By Ort H. Ertzinger  
By Lila S. Glover, Clerk. Its Attorney-In-Fact."



INSTRUMENT: Power of Attorney  
DATED: 10 November, 1942  
FILED: 16 November, 1942

RECORDED Miscellaneous Book 5.  
Pp. 275.

ACKNOWLEDGED by Kirby Wharton and  
Henry G. Bishop on 10 November, 1942  
before Dorothy M. Pearson, Notary  
Public, Baldwin County, Alabama, Seal

RECITES:

KNOW ALL MEN BY THESE PRESENTS. That the bank of Fairhope, of Fairhope, Alabama, does hereby constitute and appoint Ort H. Ertzinger of Bay Minette, Alabama, its true and Lawful attorney in the name and behalf of said bank to enter upon the Probate Records of Baldwin County, Alabama. Cancellation and Satisfaction of Real and Chattel Mortgages, owned by said bank as Mortgages and to do and perform all acts necessary and proper to effectuate the promises; hereby ratifying and confirming whatever said attorney may do in the promises by virtue of this power.

In Witness Whereof, the said Bank has caused these presents to be executed by its President and attested by its Cashier on this the tenth day of November, 1942.

(Signed) Bank of Fairhope  
By Kirby Wharton  
President.

Attest;  
Henry G. Bishop  
Cashier.

JUDGMENT CERTIFICATE

We, FAIRHOPE TITLE & SURVEY COMPANY, Licensed Abstracters of Baldwin County Land Titles, hereby certify that we have made an examination off the indices to the Probate Records as found in the office of the Judge of Probate of Baldwin County, Alabama, and find no instrument of record in the indices to Judgments, Lis Pendens or Liens which constitutes a lien upon the lands described in the Caption of this Abstract during the time covered by same, except as hereinbefore noted.

Examination made in the following names only:

Royal Harold Stewart  
Mauda Stewart  
William Trammel Stewart  
Martha Stewart  
Joseph Haywood Stewart  
Era Stewart  
Mabel Clara Stewart Hilton  
Hattie Clyde Stewart Nunn  
Harry B. Nunn  
Mary Elizabeth Stewart Feytel  
Joseph Feytel  
Martha Louise Stewart Campbell  
Charles R. Campbell  
R. H. Stewart  
Louis D. Moore  
Margaret M. Moore

FAIRHOPE TITLE & SURVEY COMPANY  
Fairhope, Baldwin County, Alabama.

By J. H. Arnold

STATE AND COUNTY TAXES

- 1952 Assessed to Louis D. Moore - Beat 11 - Assm't #346 - Paid.  
DESCRIPTION:  
NW of NE Sec. 1, 7s-2e Baldwin County, Ala.
- 1953 Assessed to Louis D. Moore - Beat 11 - Assm't #340 - Paid.  
DESCRIPTION:  
NW of NE Sec. 1, 7s-2e Baldwin County, Ala.
- 1954 Assessed to Louis D. Moore - Beat 11 - Assm't #342 - Paid.  
DESCRIPTION:  
NW of NE Sec. 1, 7s-2e Baldwin County, Ala. 40 a.  
NW of SW Sec. 1, 7s-3e Baldwin County, Ala. 40 a.
- 1955 Assessed to Louis D. Moore - Beat 11 - Assm't #352 - Paid.  
DESCRIPTION:  
Same as 1954.
- 1956 Assessed to Louis D. Moore - Beat 11 - Assm't #355 - Paid.  
DESCRIPTION:  
Same as 1954.

NOTE: Taxes become due and payable upon the 1st day of October, each year and are delinquent upon the 1st day of January following. After this date costs, interest and penalties commence to accrue.

SUPPLEMENTAL CERTIFICATE

NUMBER 1674

We, FAIRHOPE TITLE & SURVEY COMPANY, Fairhope, Alabama, Licensed Abstracters of Baldwin County Land Titles, hereby certify that the foregoing pages, numbered 1 to 16, inclusive, comprise a full and complete abstract of the records of Baldwin County, Alabama, from the 30th day of January, 1950, to date, insofar as the same relate to the lands described in the Caption hereof, according to the indices of the Land Records of Baldwin County, Alabama, as found in the offices of the Judge of Probate, Tax Collector and Tax Assessor of said County.

And we do further certify that there are no mortgages, judgments, or other liens of record filed during such period affecting the title of said lands, according to said indices; and that all taxes due on said lands have been paid, except as herein shown.

Dated at Fairhope, Alabama, on this the 17th day of February, A. D., 1957 at 8:00 o'clock A. M.

FAIRHOPE TITLE & SURVEY CO.  
Licensed Abstracters,  
Baldwin County, Alabama.

By J. H. Arnold



*Comptroller* CORRECTION DEED  
THE STATE OF ALABAMA, }

BALDWIN COUNTY. )

KNOW ALL MEN BY THESE PRESENTS, That we, ROYAL HAROLD STEWART and MAUDE STEWART, his wife; WILLIAM TRAMMEL STEWART and MARTHA STEWART, his wife; JOSEPH HAYWOOD STEWART and ERA STEWART, his wife; MABEL CLARA STEWART HILTON, a divorced person; HATTIE CLYDE STEWART NUNN and HARRY B. NUNN, her husband; MARY ELIZABETH STEWART FEYTEL and JOSEPH FEYTEL, her husband, and MARTHA LOUISE STEWART CAMPBELL, a divorced person, being all of the children, heirs and devisees under the last will and testament of ROYAL L. STEWART, Deceased, GRANTORS, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, to us in hand paid by LOUIS D. MOORE and MARGARET M. MOORE, husband and wife, GRANTEES, the receipt whereof is, upon the delivery of these presents, hereby acknowledged, have GRANTED, BARGAINED AND SOLD and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said GRANTEES, or the survivor of them in fee simple, the following described real estate, situated in the County of Baldwin, State of Alabama, to wit:

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), Section One (1), Township Seven (7) South, Range Two (2) East, containing 40 acres, more or less....

However, the Grantors reserve an undivided one-half interest in and to all oil, gas and mineral rights and other deposits of value, with the right of ingress and egress for the purpose of mining, exploration and production of such oil, gas, minerals and other deposits of value.

This deed is given to correct an error in a deed dated the 1st day of January, 1950, and recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 150, pages 135-140.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, the aforegranted premises to the said GRANTEES, during their joint lives, and upon the death of either of

BOOK 201 PAGE 135

them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever. And we do covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances; that we have a good right to sell and convey the same to the said GRANTEES, their heirs and assigns, and that we will WARRANT AND DEFEND the premises to the said GRANTEES, their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 22nd day of March, 1957.

Royal Harold Stewart (SEAL)  
Royal Harold Stewart

Maude Stewart (SEAL)  
Maude Stewart

William Trammel Stewart (SEAL)  
William Trammel Stewart

Martha Stewart (SEAL)  
Martha Stewart

Joseph Haywood Stewart (SEAL)  
Joseph Haywood Stewart

Era Stewart (SEAL)  
Era Stewart

Mabel Clara Stewart Hilton (SEAL)  
Mabel Clara Stewart Hilton

Hattie Clyde Stewart Nunn (SEAL)  
Hattie Clyde Stewart Nunn by  
Harry B. Nunn Jr, Guardian

Harry B. Nunn (SEAL)  
Harry B. Nunn

Mary Elizabeth Stewart Feytel (SEAL)  
Mary Elizabeth Stewart Feytel

Joseph Feytel (SEAL)  
Joseph Feytel

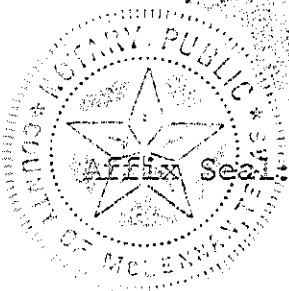
Martha Louise Stewart Campbell (SEAL)  
Martha Louise Stewart Campbell

THE STATE OF TEXAS, )

McLENNAN COUNTY. )

I, Irene Littlejohn, a Notary Public in and for said County and State, do hereby certify that Royal Harold Stewart and Maude Stewart, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25<sup>th</sup> day of March, 1957.



Irene Littlejohn  
Notary Public

THE STATE OF TEXAS, )

McLENNAN COUNTY. )

I, Irene Littlejohn, a Notary Public in and for said County and State, do hereby certify that William Trammel Stewart and Martha Stewart, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22<sup>nd</sup> day of March, 1957.



Irene Littlejohn  
Notary Public

THE STATE OF TEXAS, )

McLENNAN COUNTY. )

I, Irene Littlejohn, a Notary Public in and for said County and State, do hereby certify that Joseph Haywood Stewart and Era Stewart, his wife, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22<sup>nd</sup> day of March, 1957.



Irene Littlejohn  
Notary Public

THE STATE OF TEXAS, )

HARRIS COUNTY. )

I, Joe Cathriner, a Notary Public in and for said County and State, do hereby certify that Mabel Clara Stewart Hilton, a divorced person, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27<sup>th</sup> day of March, 1957.

Affix Seal:

Joe Cathriner  
JOE CATHRINER  
Notary Public

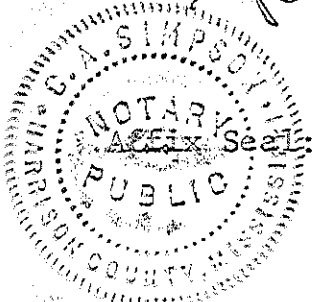
THE STATE OF MISSISSIPPI, )

HARRISON COUNTY. )

I, C.A. Simpson, a Notary Public in and for said County and State, do hereby certify that ~~Hattie Clyde Stewart Nunn~~ and Harry B. Nunn, her husband, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11<sup>th</sup> day of

April 1957.



C.A. Simpson  
Notary Public

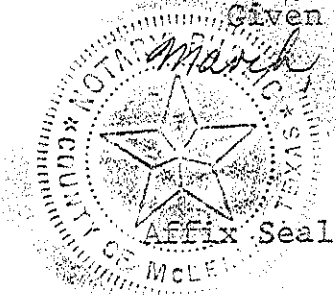
THE STATE OF TEXAS, )

McLENNAN COUNTY. )

I, Luene Littlejohn, a Notary Public in and for said County and State, do hereby certify that Mary Elizabeth Stewart Feytel and Joseph Feytel, her husband, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22<sup>nd</sup> day of

March 1957.



Luene Littlejohn  
Notary Public



Texas  
THE STATE OF ~~CALIFORNIA~~, )  
COUNTY OF McLennan

I, Irene Littlejohn, a Notary Public in and for said County and State, do hereby certify that Martha Louise Stewart Campbell, a divorced person, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22<sup>nd</sup> day of March, 1957.



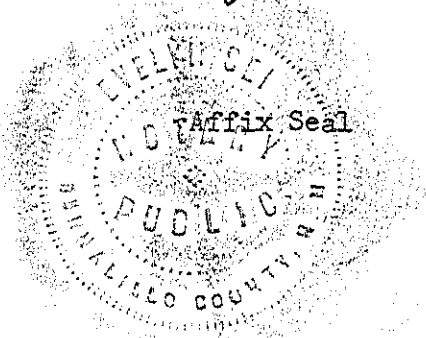
Irene Littlejohn  
Notary Public

THE STATE OF NEW MEXICO

COUNTY OF BERNALILLO

I, Emelyn Sei, a Notary Public in and for said County and State, do hereby certify that Harry B. Nunn Jr., legal guardian of Hattie Clyde Stewart Nunn, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8<sup>th</sup> day of April, 1957



Emelyn Sei  
Notary Public

My Commission expires June 4, 1960

ARTICLE 769

STATE OF ALABAMA  
County of Baldwin  
I hereby certify that no deed tax has been  
paid on this instrument.

W. B. Stewart  
JUDGE OF PROBATE  
TAX EXEMPT

STATE OF ALABAMA, BALDWIN COUNTY

and 4-15-57 8A.M

deed book 251 page 125-9

W. B. Stewart  
Judge of Probate

6-

Compliments *E. J. B.*

BOOK 168 PAGE 371

KNOW ALL MEN BY THESE PRESENTS: That Louis D. Moore, hereinafter called mortgagor, in consideration of the sum of TEN AND NO/100 DOLLARS, to me in hand paid by R. H. Stewart, hereinafter called mortgagee, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said mortgagee, his heirs and assigns forever, all the surface rights and one-half (1/2) of all the oil, gas minerals and other deposits of value in and under the following tract of land, lying and being situate in the County of Baldwin, State of Alabama, to-wit:

BEING the Northwest quarter (NW 1/4th) of the Northeast quarter (NE 1/4th) of Section 1, Township Seven (7) South, Range Two (2) East, containing forty (40) acres of land, more or less;

together with all and singular the tenements, rights, privileges and appurtenances, to said described premises in anywise belonging.

TO HAVE AND TO HOLD the same forever. PROVIDED ALWAYS, and these presents are upon the express condition that if the said mortgagor, shall well and truly pay to the mortgagee eight notes each payable on or before maturity date and all dated January 1, 1950, each for the sum of \$200.00, bearing interest from date at the rate of 6% per annum, payable to R. H. Stewart at the Bank of Fairhope, Marlow, Alabama, as follows: Note No. 1, January 1, 1951, Note No. 2, January 1, 1952, Note No. 3, January 1, 1953, Note No. 4, January 1, 1954, Note No. 5, January 1, 1955, Note No. 6, January 1, 1956, Note No. 7, January 1, 1957 and Note No. 8, January 1, 1958; said notes providing for accelerated maturity at the option of the holder in case of default made by the mortgagor, and further providing in case of default a collection fee of 10% if placed in the hands of an attorney for collection or if collected through court proceedings, and shall also discharge all the duties imposed upon said mortgagee, by this mortgage, then these presents shall become void, otherwise to remain in full force.

STATE OF ALABAMA, BALDWIN COUNTY

Filed 3/15/50 82 M  
Recorded *type* book 168 page 371-72  
and certify that the following Privilege Tax  
has been paid.

Deed Tax

Mortgage Tax

240  
*H. R. Stewart*  
Judge of Probate  
By *J*

BOOK 168 PAGE 372

In event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee is hereby authorized to sell said property, at auction, for cash, after giving notice by advertisement, once a week for three consecutive weeks, in any newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply first, to the payment of the costs of sale, including a reasonable attorney's fee; second, to the payment of said mortgage debt and any sums herein provided for, the balance, if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale and, in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor, and as his attorney in fact, to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee, in the collection of said mortgage debt, or otherwise by reason of any default on the part of the mortgagor. Mortgagor covenants that he is seized in fee simple of said property, that it is free from all encumbrances, that he will warrant the same to mortgagee, and to the purchaser thereof, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal this 1st day of January, A. D. 1950.

Louis D. Moore (Seal)  
Margaret M. Moore (Seal)

THE STATE OF ALABAMA ( )  
BALDWIN COUNTY ( )

I, a Notary Public, in and for said County and State, hereby certify that Louis D. Moore, 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 said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23<sup>rd</sup> day of January, 1950.

L. J. Givens  
Notary Public Baldwin County, Alabama.

My Com Expires 1/31/54



RELEASE OF MORTGAGE

THE STATE OF ALABAMA, }  
Baldwin County. }

BOOK 219 PAGE 120

The undersigned mortgagee, named in the mortgage dated 1st day of January 1950, executed by Louis D. Moore and Margaret M. Moore

to R. H. Stewart

to secure the payment of the indebtedness therein mentioned, and recorded in Book 168 of Mortgages, page 371-372, on file in the office of Judge of Probate of Baldwin County, Alabama, has received from the mortgagors named in said mortgage full payment and satisfaction of the debt thereby secured, and the said mortgage is hereby cancelled and discharged of record this 22nd day of March 1957.

*R. H. Stewart*

R. H. Stewart, Mortgagee

THE STATE OF ALABAMA, }  
Baldwin County. }  
McLENNAN

I, *Irene Littlejohn*, a Notary Public hereby certify that R. H. Stewart whose name is signed to the foregoing Release of Mortgage, and who is known to me, acknowledged before me, on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 22nd day of March 1957.



*Irene Littlejohn*  
Notary Public

STATE OF ALABAMA, BALDWIN COUNTY

Filed 3-27-57  
Recorded mtge book 279 page 129-30  
*W. B. Stewart*  
Judge of Probate

MORTGAGE RELEASE

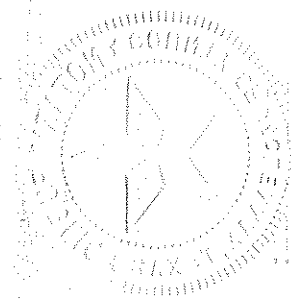
From R. H. STEWART

21

To LOUIS D. MOORE & MARGARET M. MOORE

45

F. A. CHRISTIAN  
FOLEY, ALA.



UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON, D. C.

RECEIVED JULY 10 1915

R. 15

Forest Christian  
Jolly

MAILED 10  
JULY 10 1915

FILED

APR 1 1958

ALEX. I. BRUX, Registrar

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.-----

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Royal Harold Stewart and Hattie Clyde Stewart  
Nunn

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 Royal

Harold Stewart and Hattie Clyde Stewart Nunn, Defendant.

by Louis D. Moore et al

\_\_\_\_\_, Plaintiff.

Witness my hand this 4th day of February 1958.

258

Becky F. Funder, Clerk



LOUIS D. MOORE, and  
MARGARET M. MOORE,

Complainants,

-vs-

ROYAL HAROLD STEWART  
and HATTIE CLYDE STEWART  
NUNN,

Respondents.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

TO THE HONORABLE H. M. HALL, JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA, Sitting in Equity:-

Come the Complainants, Louis D. Moore and Margaret M. Moore,  
and show unto this Honorable Court as follows:-

1. That they are husband and wife, and are residents of  
Summerdale, Baldwin County, Alabama, and are both over the age of  
twenty-one years, That the Respondent, Royal Harold Stewart is  
over the age of twenty-one years, is of sound mind, and a resident  
of 1103 Amicable Building, Waco, Texas. That Hattie Clyde Stewart  
Nunn, who is also known as Clyde S. Nunn, is over the age of  
twenty-one years, and has been declared a person of unsound mind  
by Decree of the County Court of El Paso County, Texas, on the  
17th day of August, 1951, a Certified Copy of said proceedings  
being of record in the office of the Judge of Probate of Baldwin  
County, Alabama. Complainants further show that she was, on or  
about this date, confined in the Big Springs State Hospital at  
Big Springs, Howard County, Texas, and that on, to-wit, November  
23, 1951, Harry B. Nunn, Jr., was appointed Guardian of the said  
Hattie Clyde Stewart Nunn, who is shown in the Letters of Guardian-  
ship as Clyde S. Nunn, but who is one and the same person. That  
the address of the Guardian was Leavall Street, Fort Bliss, Texas,  
but that he is presently at 2224 25th Avenue, Gulfport, Mississi-  
ppi.

2. Complainants further show that by instrument dated  
January 1, 1950, all of the heirs at law and next of kin of the  
said Royal L. Stewart, including therein the Respondents to this  
suit, made conveyance to Louis D. Moore, one of your Complainants  
herein, which instrument is of record in the office of the Judge  
of Probate of Baldwin County, Alabama, in Deed Book 150, Pages 135

through 140.

3. Complainants further show that this instrument passed fee simple title to your Complainant, Louis D. Moore, subject only to a retention of an undivided one-half ( $\frac{1}{2}$ ) interest in minerals and to a lien recited therein, in the amount of One Thousand Six Hundred Dollars (\$1,600.00), which was evidenced by eight (8) Promissory Notes in the amount of Two Hundred Dollars (\$200.00) each, payable at the Bank of Fairhope, Fairhope, Alabama, and bearing interest at the rate of six per cent (6%) per annum,

Complainant, Louis D. Moore, asserts that all of these notes and all indebtedness thereon has been paid. This conveyance, however, was not in proper Alabama form.

4. Complainant, Louis D. Moore, further shows that this instrument of conveyance as shown in the last paragraph above set out, evidenced an indebtedness remaining due on said property, and that by mutual mistake, he at the same time executed a Mortgage Deed with Power of Sale, to R. H. Stewart, which evidenced the same indebtedness and payments, this instrument being recorded in Mortgage Book 168, Pages 371-372, N.S., in the office of the Judge of Probate of Baldwin County, Alabama.

5. Your Complainants further shows that the instrument last above referred to is released by a Release of Mortgage dated March 22, 1957, and of record in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 279, Page 129.

6. Complainants further show that the indebtedness secured by the Vendor's Lien hereinabove referred to, and the indebtedness secured by the mortgage hereinabove referred to, were one and the same and both have been paid.

7. Complainant further shows that on the 22nd day of March, 1957, a conveyance designated as a Correction Deed was executed, its purpose being to make the conveyance of property conform to the Laws of the State of Alabama, by correcting errors in the conveyance of the Deed of the 1st day of January, 1950, which is of record in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 150, Pages 135-140, which said conveyance reserved, as did the previous conveyance, an undivided one-half ( $\frac{1}{2}$ ) interest in and to all, oil, gas and minerals. This conveyance

also included the name of Margaret M. Moore as a Grantee, which had been omitted in the prior conveyance by mutual mistake and error.

8. Complainant further shows that this instrument was intended as a release of any interest any of the parties hereto might have to the land, and as a release of the Vendor's Lien previously retained, the conveyance thereto having already been made, and that subject to the retention of an undivided one-half ( $\frac{1}{2}$ ) interest in and to the Grantors in the oil, gas and minerals rights, as recited in said conveyance, the Purchaser had a fee simple interest therein, and as a correction of the mutual error and mistake.

9. That this instrument was executed by Harry D. Nunn, JR., as Guardian of Hattie Clyde Stewart Nunn, and that his execution thereof constituted a release of any claim on said property through and by virtue of the Vendor's Lien retained by the conveyance of January 1, 1950, which he had, as Guardian, a full right and authority to do, and did not, in any way, constitute a conveyance of said property after that date.

10. Complainants further allege that title to said lands referred to in the foregoing conveyances, to-wit:-

The Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section one (1), Township seven (7) South, Range two (2) East, containing forty (40) acres, of land, more or less.

However, the Grantors reserve an undivided one-half interest in and to all oil, gas and mineral rights and other deposits of value, with the right of ingress and egress for the purpose of mining, exploration and production of such oil, gas, minerals and other deposits of value,

stands in the name of the Complainants on the records of the Judge of Probate of Baldwin County, Alabama, by virtue of the conveyances aforesaid, and that on one has paid any taxes thereon other than your Complainants and their immediate predecessors in title for more than ten (10) years next preceeding the filing of this Bill.

11. Complainants further show that they are in the open, notorious, peaceable and adverse possession of said property,

claiming to own the same in fee simple, save and except the retention of the undivided one-half ( $\frac{1}{2}$ ) interest in and to the oil, gas and minerals as aforesaid.

12. Complainants further aver that no suit is pending to test their interest in, right of possession of, or title to said land.

THE PREMISES CONSIDERED, your Complainants pray that Royal Harold Stewart and Hattie Clyde Stewart Nunn be made parties respondent to this Bill by service on the said Royal Harold Stewart at his address above shown by Registered Mail, and by service upon Hattie Clyde Stewart Nunn in accordance with Equity Rule 5, Sub - Section 2(d), which provides that where it appears that such person has a Guardian, service may be had by Registered Mail upon such Guardian, and that they be required to plead, answer or demur within the time required by law, or a Decree Pro Confesso may be taken against them.

Complainants further pray that upon a final hearing of this cause that it be determined that they are the owners in fee simple of the real estate hereinabove described, subject to the retention of minerals, and that the respondents hereto have no claim or interest therein, nor lien or encumbrance upon said lands, and that the Court will grant to the Complainants such other, further, different or general relief as may be meet and proper.

  
Solicitor for Complainants

Service may be had upon the Respondent, Royal Harold Stewart by service by Registered mail at 1103 Amicable Building, Waco, Texas, and upon Hattie Clyde Stewart Nunn by service upon Harry B. Nunn, Jr., as Guardian of Hattie Clyde Stewart Nunn, a Non Compos Mentis, by Registered Mail, at 2224 25th Avenue, Gulfport, Mississippi.

FILED

FEB 14 1958

262



CECIL G. CHASON

ATTORNEY-AT-LAW

FOLEY, ALABAMA

February 3, 1958

Mrs. Alice J. Duck, Register  
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is original and two (2) copies of suit  
for reformation of instrument and to Quiet Title in  
personnam, service to be had by Registered Mail, as  
shown in the Complaint.

Yours very truly,

  
C. G. Chason

CGC:fm

encls. 3

CECIL G. CHASON

ATTORNEY-AT-LAW

FOLEY, ALABAMA

February 3, 1958

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Bay Minette, Alabama

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Yours very truly,

  
C. G. Chason

CGC:fm

encls. 3

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 The first part of the document is a list of references. It includes several entries from the 'Journal of the American Medical Association' (JAMA) and the 'New England Journal of Medicine' (NEJM). The references are listed in a standard format, with the journal name, volume, issue, and page number. Some references include the year of publication.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

This cause coming on to be heard and submitted for Final Decree, upon the Bill of Complaint and Answer of Royal Harold Stewart, Answer of Hattie Clyde Stewart Nunn, by Harry B. Nunn, Jr., her Guardian, both of whom were represented in Court by Forest A. Christian, Attorney at Law, of Foley, Alabama; and upon consideration thereof, the Court is of the opinion that all parties to this proceeding are properly before the Court, and that service was had upon Royal Harold Stewart by Registered Mail, and upon the Respondent, Hattie Clyde Stewart Nunn in accordance with Equity Rule 5, Sub-Section 2 (b) by service upon her Guardian, Harry B. Nunn, Jr., all in accordance with Law and the rules of this Court, and the Court being satisfied with the testimony in said cause, that the Complainants are resident citizens of Baldwin County, Alabama, both over the age of twenty-one years, that the Respondent, Royal Harold Stewart is over the age of twenty-one years, and that Harry B. Nunn, Jr., is the Guardian of Hattie Clyde Stewart Nunn, and that he is over the age of twenty-one years, and the Court being further convinced that the property in which the right titles and interests are being determined is located in Baldwin County, State of Alabama, and testimony further having been presented to the Court that on the 1st day of January, 1950, allof the heirs at law and next of kin of Royal L. Stewart, Deceased, including the Respondents to this cause, who held themselves forth as being all of the heirs at law and next of kin of the said Royal L. Stewart, executed and delivered a conveyance to Louis D. Moore, one of the Complainants herein, which instrument is of record in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 150,



Page 135-140, and it having been made to appear to the Court that the said conveyance last above referred to conveyed to the Complainant, Louis D. Moore, the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section one (1), Township seven (7) South, Range two (2) East, in Baldwin County, Alabama, containing forty (40) acres, more or less, save and except an undivided one-half ( $\frac{1}{2}$ ) interest in and to all oil, gas and mineral rights and other deposits of value, with the right of ingress and egress, for the purpose of mining, exploring and production of such oil, gas minerals and other deposits of value. It was further shown to the Court that the instrument last above referred to retained a Vendor's Lien in the amount of One Thousand Six Hundred Dollars (\$1,600.00), which was evidenced by eight (8) Promissory Notes in the amount of Two Hundred Dollars (\$200.00) each, which were payable at the Bank of Fairhope, Fairhope, Alabama, each bearing interest at the rate of six per cent (6%) per annum, Evidence having been submitted that all of these notes had been paid in full, both as to principal and interest, and the Court is satisfied that the Vendor's Lien reserved therein should be discharged.

The Court further examined the instrument of conveyance which was submitted as evidence by the Complainant, is satisfied that it is not in proper Alabama form, but that it was intended to convey fee simple title, subject to the retention of the Vendor's Lien as above set out, and to the retention of an undivided one-half ( $\frac{1}{2}$ ) interest of oil, gas and minerals as therein recited.

It has been made further to appear to the Court that the Complainant, Louis D. Moore, and the Complainant, Margaret M. Moore, by mutual mistake, executed a Mortgage Deed and Power of Sale, to R. H. Stewart, which evidenced an indebtedness of One Thousand Six Hundred Dollars (\$1,600.00), payable at the same time and at the same place as that hereinabove referred to as being withheld by the Vendor's Lien, this instrument being of record in the office of the Judge of Probate of Baldwin County, Alabama, in Mortgage Book 168, Pages 371-372. It was further shown to the Court that a Release of this instrument, dated March 22, 1957, recorded in the office of the Judge of Probate

of Baldwin County, Alabama, in Mortgage Book 272, Page 129, released and discharged the indebtedness evidenced by this Mortgage.

The Court has received testimony that the indebtedness secured by the Vendor's Lien hereinabove referred to, and the indebtedness secured by the Mortgage hereinabove referred to, were one and the same, and further, that on the 22nd day of March, 1957, conveyance called a Correction Deed was executed by the same persons who executed the original conveyance to the Complainant, Louis D. Moore, except that in this conveyance, Hattie Clyde Stewart Nunn signed by and through Harry B. Nunn, Jr., her Guardian. The Court was further shown that the conveyance of the 22nd day of March, 1957, designated as a Correction Deed, withheld the same mineral interests, but did not withhold or claim any remainder due as a Vendor's Lien, and did also include Margaret M. Moore as a Grantee therein.

Testimony was presented to the Court showing that the instrument last above referred to as a Correction Deed was intended as a release of any interest that the Grantors therein might have to the land as a result of the Vendor's Lien previously obtained, and as a correction by adding thereto the name of the said Margaret M. Moore as a Grantee therein.

Evidence was further presented before the Court to show that the Complainants, Louis D. Moore and Margaret M. Moore, are in the open, notorious, peaceable and adverse possession of the properties herein described, and that no one has paid any taxes thereon other than the said Complainants, or their immediate predecessors in title, i. e., the heirs of R. L. Stewart, Deceased, for more than ten (10) years next preceeding the filing of this Bill, and that the said Complainants claim to own the land in fee simple, save and except the undivided one-half ( $\frac{1}{2}$ ) interest in and to the minerals thereof as above set out, and it is further shown to the Court that no suit is pending to test the interest of the Complainants in and to said land, or their right of possession of or title to the said property.

It is therefore ORDERED, ADJUDGED AND DECREED AND DECLARED by the Court as follows:-

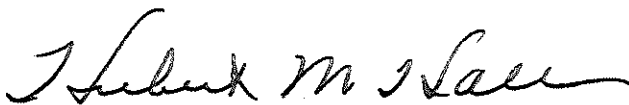
1. That Louis D. MOore and Margaret M. Moore, the Complainants herein, are jointly the owners of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section one (1), Township seven (7) South, Range two (2) East, in Baldwin County, Alabama, save and except the reserved minerals, and other matters not brought before this Court, all in accordance with the terms and provisions of the instrument designated as a Correction Deed, dated March 22, 1957, and of record in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 150, Pages 135-140, it being the decision of the court that conveyance was not made to Louis D. Moore and Margaret M. Moore by the original instrument, through mutual mistake and error.

2. That the indebtedness evidenced by the Vendor's Lien in the instrument of conveyance of January 1, 1950, recorded in the office of the Judge of Probate of this County, in Deed Book 150, Page 135, and the real estate Mortgage of the same date recorded in Mortgage Book 168, Pages 371-372, are the same indebtedness, and that the execution and recordation of a Release of Mortgage by R. H. Stewart, and the execution and recordation of the Correction Deed by all of the persons therein named, shall be considered as a Release and Discharge of both instruments of indebtedness.

3. That the Respondents, Royal Harold Stewart, who has been sometimes referred to in this proceeding as R. H. Stewart, and Hattie Clyde Stewart Nunn, has no right, title, interest in or encumbrance upon the lands hereinabove described, or any part thereof, other than the retention of the undivided one-half ( $\frac{1}{2}$ ) interest in minerals as hereinabove more specifically set out.

4. That the Complainants, Louis D. Moore and Margaret M. Moore, pay the costs of this suit, to be taxed by the Register, for which let execution issue.

DONE this the 21st day of March, 1958.



Hubert M. Hall, Judge, Twenty-eighth  
Judicial Circuit

1330

FILED  
APR 1 1958  
ALICE J. DUCK, Registrar