

JAMES G. CHAMBERS
ASST. CHIEF DEPUTY

RAY D. BRIDGES
SHERIFF

GEORGE M. BELLMANN
CHIEF CLERK

SHERIFF'S OFFICE

MOBILE COUNTY

MOBILE, ALA.

HEMLOCK 2-6531

4231

March 21, 1958

Sheriff of Baldwin County,
Bay Minette, Ala.

Dear Sir:

JANIE M. CALVERT vs
MURLEY E. CALVERT, JR., Et. als.

We are enclosing, herewith, original copy of
C & S, which was returned to us through error, from
Wilcox County, Camden, Alabama.

Yours truly,

Ray D. Bridges

RAY D. BRIDGES, SHERIFF ^{B.}

IMB/

cc-Sheriff of Wilcox County, Camden, Ala.

\$10.00

FILED
MAY 12 1958

JANIE M. CALVERT,)	IN THE
)	
Complainant,)	CIRCUIT COURT OF BALDWIN COUNTY,
)	
vs.)	ALABAMA. IN EQUITY
)	
MURLEY S. CALVERT, JR., ET AL.,)	
)	
Respondent.)	

MRS. JANIE M. CALVERT, THE COMPLAINANT, BEING FIRST DULY SWORN, TESTIFIED:

EXAMINATION BY MR. WILTERS

- Q. You are Mrs. Janie M. Calvert?
- A. Yes sir.
- Q. You are also known as Mrs. Sladie J. Calvert?
- A. Yes sir.
- Q. You are the Complainant in this action?
- A. Yes sir.
- Q. Mrs. Calvert, are you over the age of 21 years and a resident of Baldwin County, Alabama?
- A. Yes.
- Q. Murley E. Calvert, Jr., and Dianne Calvert are minors, over the age of 14 years?
- A. Under the age of 14.
- Q. Where are they living now?
- A. Camden.
- Q. Who are they living with?
- A. Their mother.
- Q. Do you know who the legal guardian of the children is?
- A. Lillie Larson.
- Q. Do you know whether the Probate Court appointed her guardian?
- A. Yes.

THE COURT: You have certified copies of letters?

MR. WILTERS: Yes

- Q. Now you and these two minor children are the joint owners and tenants in common in a lot in Robertsdale, Alabama, are you not?
- A. Yes.

Q. I will read you the description of the lot

Begin at a stake 30 feet north and 425 feet East of the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 6, Township 6 South, Range 4 East, and run thence North 175 feet to the place of beginning; Thence North 80 feet, thence East 160 feet, thence South 80 feet, thence West 160 feet to the place of beginning, which said property is otherwise described as Lots 17 and 18 in Block 15 in the Oscar Johnson's sub-division of East Silverhill in Robertsdale, Alabama.

Is that the lot of land that is owned jointly?

A. Yes.

Q. You and your late husband, John R. Calvert acquired title to this land from John Arnold Calvert and Dessie Calvert?

A. Yes sir.

Q. That was in June of '47 that you got this deed?

A. I guess it was -- it was '47.

Q. Now your late husband, John R. Calvert, what day did he die?

A. 5th day of July '55.

Q. Has there been any administration of his estate?

A. No.

Q. Now who was his heirs -- who survived him?

A. Me--

Q. You are his widow, and name your children --- Are they Verla Calvert Campbell, James H. Calvert, Oscar Calvett, Lillie Calvert Larson, Cecil S. Calvert, John A. Calvert, Avis Calvert Buck, Mavis Calvert Johnston, and Vassie Calvert Madison?

A. That is all of them.

Q. Those are the children?

A. Yes sir.

Q. He had one son to die before he did?

A. Two, Murley and Hollis.

Q. Did Hollis have any children?

A. No.

Q. Did he have a wife?

A. No.

Q. When did Murley die?

A. April 30, 1950.

- Q. Now did he have any children?
- A. These two.
- Q. The two that are respondents in this suit?
- A. Yes sir.
- Q. Did he have a wife at the time of his death?
- A. Yes sir.
- Q. What was her name?
- A. Jean.
- Q. After your husband's death did your children -- All of your children -- convey to you their interest in this property?
- A. Yes.
- Q. That deed is recorded in Deed Book 223 page 426?
- A. Yes sir.
- Q. Now did you execute a mortgage to the Savings & Loan Association on July 16, 1955?
- A. Yes.
- Q. Do you know what the balance due on that mortgage is now?
- a. Well \$1,009.00 or 1,010.00 -- I don't know exactly; I could have brought my book but I didn't.
- Q. All right, have you made any payments ----How many payments have you made since December 20, 1957?
- A. Well I make one every month.
- Q. What is the monthly payments?
- A. \$19.35.
- Q. That's plus interest?
- A. Yes.
- Q. Did you execute a second mortgage on this property to Lillie Larson for \$1306.25?
- A. I don't know--I guess I did.
- Q. You executed that note and mortgage didn't you?
- A. Yes I remember it.
- Q. Now this mortgage -- this second note and mortgage you made to Lillie Larson--You had made one at an earlier date before you made the Mortgage to the Savings & Loan Association?
- A. Yes I guess so.

Q. Mrs. Calvert, before your husband died didn't you and your husband execute a mortgage to Lillie Larson?

A I think we did.

MR. WILTERS: We introduce the original mortgage with leave to substitute a copy of the mortgage made by J. R. Calvert and Janie E. Calvert, his wife, to Lillie Larson, in the sum of \$1100.00 with interest at the rate of 6% per annum, dated July 12, 1949.

Q. Is that your signature?

A. This is and this is his.

Q. Now Mrs. Calvert, this mortgage was not paid, is that correct?

A. No sir.

Q. Now at the time you personally, after your husband's death, made a mortgage and note to the Savings & Loan Association, this mortgage was still on record and unpaid?

A. Yes sir.

Q. At the time you made the mortgage to the Savings & Loan Association Lillie Larson gave you a release on this mortgage and you made a subsequent one to her, is that correct?

A. I guess so.

Q. After you made the mortgage to the Savings & Loan Association you made another mortgage to her, didn't you?

A. Yes I did.

Q. All right - neither of the mortgages you made to Lillie Larson have been paid, is that correct?

A. That's right.

Q. Nothing has been paid on those mortgages at all?

A. No.

Q Now this last mortgage and note you made to Lillie Larson in the amount of \$1306.35, at 6% per annum, the full amount of principal and interest is due on this mortgage, is that correct?

A. Yes sir.

Q. Now ~~this property~~ this property, which you have alleged is jointly owned by you and the two minor children, can it be equitably divided among you all?

- A. No.
- Q. How many lots are there in this property?
- A. Two.
- Q. Does the house sit on both of them?
- A. No it don't, I don't think--
- Q. Now in your opinion/^{is}it to the best interest of the two minor children that this property be sold at a private sale?
- A. Yes sir.
- Q. Have you received an offer for this property?
- a. Yes.
- Q. Who has made the offer to you?
- A. Arthur Larson.
- Q. How much has he offered you?
- A. \$4,000.00.
- Q. Now is Arthur Larson the husband of Lillie Larson, who is the guardian of these two children?
- A. Yes.
- Q. There is no conveyance or other instrument that authorizes the sale of this property, is there?
- A. No.
- Q. Except by a court proceeding?
- A. No.
- Q. No instrument or court order that you can't sell the property, is that correct?
- A. That's right.
- Q. Now it was necessary for you to employ a lawyer to bring this suit?
- A. Yes sir.
- Q. Who did you employ?
- A. Harry Wilters.
- Q. And this service will jointly benefit both you and the minors, is that correct?
- A. Yes.

NO CROSS EXAMINATION OF THIS WITNESS BY THE GUARDIAN AD LITEM.

LILLIE LARSON, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Wilters.

Q. You are Lillie Larson?

A. Yes I am.

Q. You are the guardian of the two minor children, Murley Calvert, Jr. and Dianne Calvert?

A. Yes sir.

Q. You were appointed by the Probate Court of Baldwin County, Alabama?

A. Yes.

Q. And duly qualified?

A. That's right.

Q. That guardianship is still pending, is it not?

A. Yes.

Q. Now you are also the daughter of Janie M. Calvert and John R. Calvert, are you not?

A. That is right.

Q. Now prior to the death of John R. Calvert had he and his wife made a note and mortgage to you?

A. Yes.

Q. Will you look at this and see if that is the note and mortgage?

A. Yes it is.

MR. WILTERS: We introduce this in evidence.

Q. Has this mortgage and note been paid?

A. No sir.

Q. Was a subsequent note and mortgage made to you?

A. Yes.

Q. What was the occasion of the subsequent mortgage?

A. Well my mother wanted to make a new loan to the Baldwin County Savings & Loan Association.

Q. Was it necessary for you to release the first mortgage?

A. Yes sir.

Q. But the first mortgage had actually never been paid?

A. That's right.

Q. She subsequently made the second mortgage?

A. Yes.

Q. Is this the mortgage?

A. Yes.

Q. This is the original?

A. Yes.

MR. WILTERS: I would like to introduce this original note and mortgage
in evidence as Complainant's Exhibit 2.

Q After your father's death, did all of the children execute a deed
to this property to your mother?

A. Yes we did.

Q. Conveying all of their interest?

A. Yes sir.

Q. That deed is recorded in the Probate Court of Baldwin County, Alabama
in Deed Book 223 page 426, is that correct?

A. Yes.

ON CROSS EXAMINATION OF THIS WITNESS SHE TESTIFIED:

Examination by Mr. Duck.

q. Do you feel that it is to the best interest of the two minor children
to sell this property for division?

A. Yes.

Q. You didn't convey any interest along with the other children?

A. No.

Q. She - The children still own their undivided interest?

A. Yes.

ARTHUR LARSON, A WITNESS FOR THE COMPLAINANT, BEING FIRST DULY SWORN
TESTIFIED AS FOLLOWS:

Examination by Mr. Wilters.

Q. Your name is Arthur Larson?

A. Yes.

Q. You are the husband of Lillie Larson?

A. Yes.

Q. You have made Mrs. Janie M. Calvert an offer for this property, is
that correct?

A. Yes sir.

Q. What was the offer?

A. \$4,000.00.

Q. Now in your opinion can this property be equitably divided between her and the minor children?

A. No.

Q. Except by a sale of the property?

A. That's right.

NO CROSS EXAMINATION OF THIS WITNESS.

FRANK WHEATLEY A WITNESS FOR THE COMPLAINANT, BEING FIRST DULY SWORN,
TESTIFIED:

EXAMINATION BY MR. WILTERS:

Q. You are Frank Wheatley?

A. Yes sir.

Q. Where do you live?

A. Robertsdale, Alabama.

Q. What is your business?

A. I ain't got none.

Q. What do you do for a living? --Do you buy and sell real estate?

A. I do.

Q. You have just recently put in a new sub-division in Robertsdale?

A. Yes sir.

Q. Do you know the value of real estate in and around Robertsdale?

A. Well I think I do, Harry, very well.

Q. Now are you famioiar with the house and two lots that this action is being brought?

A. Yes.

Q. In your opinion, can this property be divided --that is, can you make an actual division of it without a sale and divide the proceeds?

A. I don't see how it could be done---No, I don't think so.

Q. In your opinion, what is the value of this real estate?

A. Well, \$4,000.00 is a fair price.

Q. You consider \$4,000.00 a fair market price?

A. Yes - really, I don't believe it would bring that by auction today.

Q. You think a private sale is the best method?

A. Yes I do.

MARSHALL COOPER, A WITNESS FOR THE COMPLAINANT, BEING FIRST DULY SWORN,
TESTIFIED:

Examination by Mr. Wilters.

Q. State your name, please?

A. Marshall Cooper.

Q. Mr. Cooper, are you familiar with the values of real estate in and around Robertsedale?

A. I think so.

Q. Have you bought and sold real estate recently?

A. Not too much.

Q. Do you know the property involved?

A. Yes sir.

Q. You have bought and sold property?

A. Yes sir.

Q. In your opinion is \$4,000.00 the fair market price for this property?

A. I think so.

JAMES HENDRIX, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Wilters.

Q. Your name is James Hendrix?

A. Yes sir.

Q. What is your business?

a. Attorney.

Q. You are an Attorney at Law in Baldwin County, Alabama?

A. That's right.

Q. Mr. Hendrix, I want you to look at a complaint for partition and division in which minors are involved. The property is selling for \$4,000.00. What, in your opinion is a reasonable Attorney's fee?

A. \$125.00 to \$150.00.

J. CONNER OWENS, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Wilters.

Q. Are you Mrr.J. Conner Owens?

A. Yes sir.

Q. You are an Attorney at Law in Bay Minette, Alabama?

A. Yes sir.

Q. Mr. Owens, this is a petition for division of property at a private sale, with minors involved, and the property is being sold for \$4,000.00. What, in your opinion, is a reasonable Attorney's fee?

A. Was the suit contested?

A. No.

Q. Could I see the court file, please?

THE COURT: Yes sir, there are no secrets in this court.

A. I would say a reasonable attorney's fee where the property is to bring \$4,000. if there is no contest is \$275.00 to \$300.00.

C E R T I F I C A T E:

I hereby certify that the foregoing, consisting of pages 1 to 10 both inclusive, correctly sets forth a true and correct transcript of the testimony in the above styled cause, taken in open Court on the 5th day of May 1958.

This 12th day of May, 1958.

Official Court Reporter

\$ 1100.00

ROBERTSDALE, ALA., July 12, 1949, 19.....

In regular monthly payments, ^{the first due February 1st, 1952} ~~after date~~, without grace, we promise to pay to the order of

Lillie B. Larson, Robertsdale, Alabama

ELEVEN HUNDRED AND NO/100----- (\$1100.00) DOLLARS,
for value received, with interest at the rate of 5% per annum from January 1st, 1952.
PAYABLE AT THE BALDWIN COUNTY SAVINGS & LOAN ASSOCIATION, in Robertsdale, Alabama.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property to-wit:

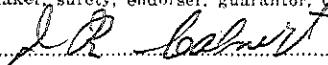

This note is due in 60 monthly installments of \$20.76 each the first of which is
due on February 1st, 1952, the payment first shall be applied to interest and the
balance on principal until paid in full. This note is secured by real estate mortgage
of even date.

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, theirs or its assigns, on the nonperformance of this promise or the non-payment of any of the liabilities above named, or at any time or times thereafter, without advertisement or notice, which is hereby expressly waived and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser or otherwise, and if any surplus remains the same shall be paid to the undersigned.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suits or otherwise. And the maker, endorser, surety or guarantor of this note, severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any of them.

ATTEST In the Presence of:

Notary Public, State of Ala. At Large

The State of Alabama,

BALDWIN

COUNTY

Know All Men by These Presents:

THAT WHEREAS, J. R. Calvert and Janie Calvert, his wife are justly indebted

to Lillie B. Larson

in the sum of ELEVEN HUNDRED AND no/100- - - - - (\$1100.00) ^{13.64} Dollars,

as evidenced by a promissory note, bearing even date herewith, and payable as follows, to-wit: In sixty (60) monthly installments of (\$20.76) each the first of which is due on February 1st, 1952. (The above payments include interest at five per cent from January 1st, 1952.

NOW, In order to secure the prompt payment of said note when due the said J. R. Calvert and Janie Calvert, his wife, hereinafter referred to as the Mortgagors,

for and in consideration of the premises, and the sum of Five Dollars to them this day in hand paid by the said Lillie B. Larson, hereinafter referred to as the Mortgagee, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey unto the said Mortgagee

the following described real estate, lying and being situated in BALDWIN COUNTY, State of Alabama, to-wit:

Begin at a stake 30 feet North and 425 feet East of the Southwest Corner of the Southwest Quarter of the Southeast Quarter of Section 6, Township 6 South, Range 4 East, and run thence North 175 feet to the place of beginning; thence North 80 feet, thence East 160 feet, thence South 80 feet, thence West 160 feet to the place of beginning, which said property is otherwise described as Lots 17 and 18 in Block 15 in the Oscar Johnson's Subdivision of East Silverhill in Robertsdale, Alabama.

This is a second mortgage and is subject to a first mortgage for \$800.00 from the above named Mortgagors, to the Baldwin County Savings and Loan Association, which is payable in 60 monthly installments commencing August 1st, 1947, and which is recorded in mortgage book 129 at pages 411-43 of the Baldwin County, Alabama Records.

TO HAVE AND TO HOLD, the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee,

her heirs and assigns, forever.

And the said Mortgagors

do hereby covenant with the said Mortgagee

her heirs and assigns,

that they are lawfully seized in fee simple of said premises; that they are free of and from all incumbrances; and that will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS, NEVERTHELESS, that is to say: If shall well and truly pay, or cause to be paid, the said note and interest thereon, when due, then this conveyance shall become null and void. But should they fail to pay said note, or either of them, with interest thereon, at its maturity, then all of said note shall become due and payable at once, whereupon the said Mortgagee,

her heirs, assigns, personal representatives, agents or attorneys, are hereby authorized and empowered to sell the said property hereby conveyed, at auction, for cash, at front door of the Court House in the City of Bay Minette, Alabama, first having given notice thereof for four weeks by publication once a week in any newspaper then published in said County, and execute proper conveyance to the purchaser; and out of the proceeds of said sale she shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon, and the balance, if any, pay over to Mortgagors.

In the event of such sale, the said Mortgagee, her heirs, assigns, personal representatives, agents and attorneys are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance, and the auctioneer or person making the sale is hereby empowered and directed to make and execute a deed to the purchaser in her name.

And it is also agreed that in case the mortgagee herein, her heirs, assigns or personal representatives, see fit to foreclose this mortgage in a court having jurisdiction thereof, she will pay a reasonable attorney's fee therefor, which fee shall be and constitute a part of the debt hereby secured.

They further represent and declare to said Mortgagee

that the titles to said real estate are in their own right, and that the representations herein made as to titles and incumbrances are so made with the intent and for the purpose of making this loan.

They further specially waive all exemptions which they have or to which they may be entitled under the Constitution and Laws of Alabama in regard to the collection of the above debt.

They further agree to keep said property insured in good and responsible companies for not less than \$1100.00 Dollars, and have the policies payable to said 1st and 2nd mortgagees as their interest may appear in said property, and deliver the same to her; and should they fail to insure said property, then they authorize said Mortgagee to do so, and the premiums so paid by her shall be and constitute a part of the debt secured hereby.

The grantor E herein agree to pay all taxes and assessments, general or special, levied upon the said real estate herein conveyed before the same becomes delinquent.

And it is further understood that should the grantor fail to pay said taxes and assessments, or insure the property, as herein above stipulated, the mortgagee may pay the same, and, without notice, declare the whole debt secured by this mortgage to be due and payable, and proceed to foreclose at once. All taxes and assessments paid by the mortgagee shall constitute a part of the debt secured by this mortgage.

IN TESTIMONY WHEREOF, the said Mortgagors

have hereunto set their hands and affixed their seals, this the 12th day of July A. D. 1949

ATTEST:

[Signature]

J. R. Calvert L. S.
Janie Calvert L. S.
L. S.
L. S.

THE STATE OF ALABAMA, Baldwin COUNTY.

I, George K. Page, a Notary Public

in and for said County and State, At Large hereby certify that J. R. Calvert and Janie Calvert, his wife whose names are signed to the foregoing mortgage, and who are known to me, acknowledged before me on this day that, being informed of the contents of the mortgage, they executed the same voluntarily, on the day the same bears date.

Given under my hand, this 12th day of July A. D. 1949

[Signature]
Notary Public, State of Alabama At Large

THE STATE OF ALABAMA, Baldwin COUNTY.

I, George K. Page, a Notary Public

in and for said County and State, At Large do hereby certify that on the 12th day of July 1949, came before me the within named Janie Calvert known to me to be the wife of the within named J. R. Calvert who, being examined separate and apart from the husband touching her signature to the within mortgage, 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 have hereunto set my hand, this 12th day of July

A. D. 1949 [Signature]
Notary Public, State of Alabama At Large

THE STATE OF ALABAMA, COUNTY.

I, a

in and for the State and County aforesaid, hereby certify that a subscribing witness to the foregoing mortgage, known to me, appeared before me this day, and being sworn, stated that the grantor, voluntarily executed the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand, this day of 194

MORTGAGE

FROM

J. R. Calvert and Janie Calvert,

his wife

TO

Lillie B. Larson

THE STATE OF ALABAMA,

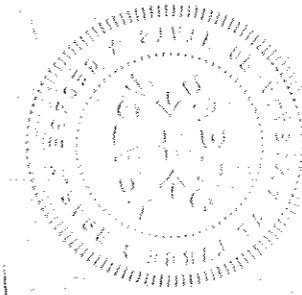
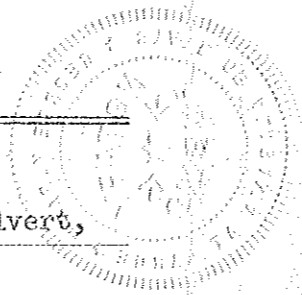
COUNTY.

OFFICE OF JUDGE OF PROBATE.

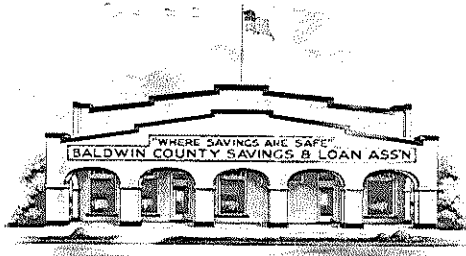
I hereby certify that the within Mortgage was filed in this office for record on the _____ day of _____ A. D. 194____ at _____ o'clock _____ M., and duly recorded in Book _____ of Mortgages, Page _____ and that \$ _____

_____ Cents Tax required by law has been paid on said Mortgage.

Judge of Probate.



OFFICERS
GEORGE K. PAGE, PRESIDENT
ORT H. ERTZINGER, VICE PRESIDENT
M. DYSON, VICE PRESIDENT
W. P. BALDWIN, SECRETARY-TREASURER
SIDNEY CHANDLER, ASS'T SEC'Y-TREAS.



DIRECTORS -
W. P. BALDWIN
L. W. BRANNAN, JR.
M. DYSON
ORT H. ERTZINGER
GEORGE K. PAGE

Baldwin County Savings and Loan Association

ROBERTSDALE, ALABAMA

November 15, 1955

Mrs. Lillie B. Larson
Robertsdale, Alabama

Dear Mrs. Larson:

We enclose herewith the mortgage and note dated September 28, 1955, and signed by your mother, Mrs. Janie Calvert.

Yours truly,

Sidney Chandler
Ass't. Sec'ty-Treas.

SC/ap

Encl.: 2

The old note and mortgage should be marked paid and given to your mother.



\$ 1306.25

ROBERTSDALE, ALA., September 28, 1955

1306.25
/first due March 1, 1963,
In regular monthly payments, the undersigned, without grace, promise to pay to the order of

Lillie B. Larson, Robertsdale, Alabama

THIRTEEN HUNDRED AND SIX AND 25/100 (\$1306.25) DOLLARS,
for value received., with interest at the rate of 5% per annum from September 28, 1955.
PAYABLE AT THE BALDWIN COUNTY SAVINGS & LOAN ASSOCIATION, in Robertsdale, Alabama.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property to-wit:

This note is due in 60 monthly installments of \$24.65 each the first of which is due on March 1, 1963, the payment first shall be applied to interest and the balance on principal until paid in full. This note is secured by real estate mortgage of even date.

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, theirs or its assigns, on the nonperformance of this promise or the non-payment of any of the liabilities above named, or at any time or times thereafter, without advertisement or notice, which is hereby expressly waived and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser or otherwise, and if any surplus remains the same shall be paid to the undersigned.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suits or otherwise. And the maker, endorser, surety or guarantor of this note, severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any of them.

ATTEST:

Sidney Chandler

Janie Calvert

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA

You are hereby commanded to summon MURLEY E. CALVERT, JR., and DIANNE CALVERT, minors, LILLIE LARSON, as guardian of Murley E. Calvert Jr., and Dianne Calvert, individually; and JEAN CALVERT HALL, AND ARTHUR LARSON, 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 JANIE M. CALVERT, also known as Sledie J. Calvert, as Complainant and against Murley E. Calvert Jr., et al, as Respondents.

WITNESS my hand this the 4 day of March, 1958.

Bevin L. ...
Register.

JANIE M. CALVERT, also known
as Sledie J. Calvert,

COMPLAINANT

VS

MURLEY E. CALVERT, JR., AND
DIANNE CALVERT, Minors, under
the age of 14 years; LILLIE
LARSON, as guardian of Murley
E. Calvert Jr., and Dianne Calvert
and individually; and JEAN CALVERT
HALL, mother of said minor children;
ARTHUR LARSON,

RESPONDENTS

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

NO. _____

TO THE HONORABLE HUBERT W. HALL, JUDGE OF THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, SITTING IN EQUITY:

Comes your Complainant and respectfully represents and shows unto
Your Honor as follows:

1.

That your Complainant is over the age of twenty-one years, and a
resident of Baldwin County, Alabama. That the Respondents, Murley E.
Calvert, Jr., and Dianne Calvert are minors under the age of fourteen
years and who are now residing with their mother, Jean Calvert Hall, who
is a resident of Camden, Alabama; that Lillie Larson is the legal guardian
of Murley E. Calvert Jr., and Dianne Calvert and the said guardianship
is now pending in the Probate Court of Baldwin County, Alabama, and the
said Lillie Larson is a resident of Baldwin County, Alabama.

2.

That your Complainant and the said minors, Murley E. Calvert, Jr., and Dianne Calvert are joint owners or tenants in common of the following described real property situated in Baldwin County, Alabama, to-wit:

Begin at a stake 30 feet North and 425 feet East of the Southwest corner of the Southwest quarter of the Southeast quarter of Section 6, Township 6 South, Range 4 East, and run thence North 175 feet to the place of beginning; thence North 30 feet, thence East 160 feet, thence South 80 feet, thence West 160 feet to the place of beginning, which said property is otherwise described as Lots 17 and 18 in Block 15 in the Oscar Johnson's Subdivision of E. Silverhill in Robertsdale, Alabama.

3.

That your Complainant and John R. Calvert acquired title and became tenants-in-common in the above described real estate from John Arnold Calvert and Dessie L. Calvert on the 20 June, 1947, and the same was recorded in the office of the Probate Judge, Baldwin County, Alabama, in Deed Book 121, page 291.

4.

That John R. Calvert departed this life intestate on the 5th day of July, 1955, and that there has not been an administration of his estate. At the time of his death John R. Calvert was survived by his widow, your Complainant; Verla Calvert Campbell, James H. Calvert, Oscar Calvert, Lillie Calvert Larson, Cecil S. Calvert, John A. Calvert, Avis Calvert Buck, Mavis Calvert Johnston, and Vessie Calvert Madison. Prior to the death of John R. Calvert, he was predeceased by one son, Murley E. Calvert, who was survived by his wife, Jean Calvert Hall, and two minor children, Murley E. Calvert, Jr., and Dianne Calvert.

5.

That all the aforesaid children of John R. Calvert have conveyed their interest in the described real property to your Complainant, said deed is recorded in Deed Book No. 223 NB, page 426.

6.

That your Complainant executed a mortgage on the aforesaid lands to the Baldwin County Savings & Loan Association, a corporation, on the 16th day of July, 1955, and that there is now a balance of \$1,039.37 plus

accrued interest at the rate of 6% per annum. That your Complainant further executed a second mortgage on the aforesaid premises to Lillie Larson for the sum of \$1,306.25, plus interest at the rate of 5% per annum. The full amount of the principal and interest of this latter mortgage is due and unpaid.

7.

That the above described property cannot be equitably divided between the joint owners thereof without a sale of the said property and a division of the proceeds.

8.

That it is to the best interest of the said minor respondents and your Complainant that the land be sold at a private sale and that Arthur Larson desires to purchase the same at private sale for cash at such valuation as may be fixed thereon by this Court. That Arthur Larson, who is the husband of Lillie Larson, the guardian of said minors, has offered to purchase the property at a private sale for the sum of FORTY FIVE HUNDRED (\$4500.00) DOLLARS, which is the fair and reasonable market value thereof. There is no conveyance or other instrument which authorizes a sale of the above described property nor is there an instrument which prohibits such sale from being authorized by this court.

9.

Further that the interest of Lillie Larson may be adverse to her two minor wards, Murley E. Calvert Jr., and Dianne Calvert.

10.

It has been necessary for the Complainant to employ and she has employed the law firm of Wilters & Brantley, practicing attorneys at Bay Minette, Alabama, to file and prosecute this cause. The services rendered and to be rendered by the said attorneys in connection with the sale of the said property is for the joint benefit of the said Complainant and the said minor respondents.

PRAYER FOR PROCESS

Complainant prays that notice of the filing of this proceeding be given to the Respondents requiring them to appear in this cause and plead, answer or demur to this Bill of Complaint within the time and in the manner provided by the laws of Alabama.

PRAYER FOR RELIEF

Your Complainant prays for the following separate and several relief:

1. That a decree be rendered determining that the Complainant and the respondents, Murley E. Calvert, Jr., and Dianne Calvert, are the owners of the above described property, together with the improvements thereon, fix the interest of each of them in the said property, determine that it cannot be equitably divided without a sale thereof and a division of the proceeds.

2. That the Court will ascertain and determine that it is to the best interest of the Complainant and the Respondents, Murley E. Calvert Jr., and Dianne Calvert, that their property be sold at a private sale and that the sum of FORTY FIVE HUNDRED (\$4500.00) DOLLARS is a reasonable and fair market value for said property and that the court will decree that the same shall be sold by the Register at a private sale for the sum of \$4500.00 to Arthur Larson.

3. That the court will ascertain and determine that the mortgages executed by Janie M. Calvert to the Baldwin County Savings & Loan Association and Lillie B. Larson, are her indebtedness and the same be deducted from her division of the proceeds from the sale of said property.

4. After the sale of the above described property and on the confirmation of the said sale, that the attorney's fee to be paid to Complainant's Solicitors of record be fixed and ordered paid, and that the remainder of the proceeds of said sale be ordered distributed to the Complainant and the Respondents, Murley E. Calvert Jr., and Dianne Calvert, after deducting the other costs of this proceeding.

5. Complainant further prays that the court appoint a guardian ad litem to represent said minor respondents, Murley E. Calvert Jr., and Dianne Calvert.

6. Complainant prays for such other, further and general relief as she may be equitably entitled to, the premises considered.

Wilters & Brantley

BY: Gary J. Wilters, Jr.
Solicitors for the Complainant

Received 11 day of March 1958
Received a copy of the within Bill of Complaint

~~Received~~
~~Received a copy of the within~~
~~Bill of Complaint~~

TAYLOR WILKINS, Sheriff
By [Signature] D.S.

Received 11 day of March 1958
Received a copy of the within Bill of Complaint

~~Received~~
~~Received a copy of the within~~
~~Bill of Complaint~~
3 copies of Bill of Complaint

TAYLOR WILKINS, Sheriff
By [Signature] D.S.

Proctor

104 miles

300 Cents per mile Total \$ 10.20
TAYLOR WILKINS, Sheriff
By [Signature] DEPUTY SHERIFF

4231

JANIE M. CALVERT,
VS
MURLEY E. CALVERT JR, ET AL,
RESPONDENT
COMPLAINANT

BILL OF COMPLAINT

FILED
MAY 4 1958
ALICE J. BUCK, Register

Executed this 3/15/58, by serving a copy of the within Complaint on Murley E. Calvert a minor.

[Signature]
Sheriff Wilcox Co. Ala.
[Signature] D.S.

Executed this 3/15/58, by serving a copy of the within Complaint on Dianne Calvert a minor.

[Signature]
Sheriff Wilcox Co. Ala.
[Signature] D.S.

Executed this 3/15/58, by serving a copy of within complaint on Jene Calvert Hall as mother of Murley E. Calvert and Dianne Calvert.

[Signature]
Sheriff Wilcox Co. Ala.
[Signature] D.S.

Executed this 3/15/58, by serving a copy of within complaint on Jean Calvert Hall as an Individual.

[Signature]
Sheriff Wilcox Co. Ala.
[Signature] D.S.

JANIE M. CALVERT, also known
as Sledie J. Calvert

Complainant

VS.

MURLEY E. CALVERT, JR., AND
DIANNE CALVERT, MINORS, under
the age of 14 years: LILLIE
LARSON, as guardian of Murley
E. Calvert Jr., and Dianne Calvert
and individually; and JEAN CALVERT
HALL, mother of said minor children
ARTHUR LARSON

RESPONDENTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

A N S W E R

Comes now Murley E. Calvert, Jr., and Dianne Calvert, by their
Guardian Ad Litem, John V. Duck, and for answer to the complaint in
the above styled cause says:

1.

That they admit the allegations contained in paragraph one.

2.

That they admit the allegations contained in paragraph two.

3.

That they deny the allegations contained in paragraph three
and demand strict proof thereof.

4.

That they deny the allegations contained in paragraph five
and demand strict proof thereof.

5.

That they deny the allegations contained in paragraph six
and demand strict proof thereof.

6.

That they deny the allegations contained in paragraph seven
and demand strict proof thereof.

7.


That they deny the allegations contained in paragraph eight
and demand strict proof thereof.

8.

For answer to paragraph 9 of the complaint the minors say
that Lillie Larson's interest in not adverse to their interest.

9.

For answer to paragraph 10 of the complaint, the minors
set that they deny the allegations contained therein and demand
strict proof of the same.


Guardian Ad Litem

FILED
APR 30 1968
COURT HOUSE
MILWAUKEE

OFFICE OF THE CLERK
COURT HOUSE
MILWAUKEE

The following Respondents must be served:

1. Murlay E. Calvert, Jr. (minor) (one copy) ✓
2. Dianne Calvert (minor) (one copy) ✓
3. Lillie Larson, as Adm & dnd. (3 copies)
4. Jean Calvert Hall (as mother) (2 copies) ✓
5. Arthur Larson (R'dale) (one copy)

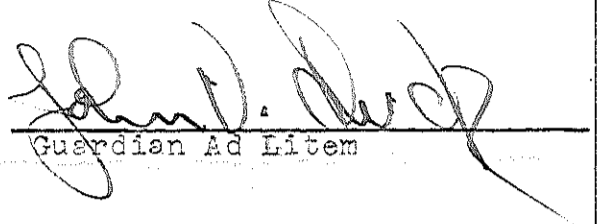
8 copies

For answer to paragraph 10 of the complaint, the minors
sat that they deny the allegations contained therein and demand
strict proof of the same.

FILED

APR 30 1958

ALICE I. DUCK, CLERK
REGISTER


Guardian Ad Litem

JANIE M. CALVERT,

COMPLAINANT

VS.

MURLEY E. CALVERT JR., ET AL

RESPONDENTS

ANSWER

FILED

APR 30 1958

ALICE J. DUCK, Register

JANIE M. CALVERT

COMPLAINANT

VS

MURLEY S. CALVERT, JR., ET AL,

RESPONDENTS

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

I, ARTHUR LARSON, the prospective purchaser of the lands owned jointly by the Complainant and Respondents named above, said lands being described as follows:

Begin at a stake 30 feet north and 425 feet East of the Southwest corner of the Southwest quarter of the Southeast quarter of Section 6, Township 6 South, Range 4 East, and run thence North 175 feet to the place of beginning; thence North 80 feet, thence East 160 feet, thence South 80 feet, thence West 160 feet to the place of beginning, which said property is otherwise described as Lots 17 and 18 in Block 15 in the Oscar Johnson's subdivision of East Silverhill in Robertsdale, Alabama.

do hereby agree that if the court decree that I be allowed to purchase the aforesaid property for the sum of \$4000.00, then I will assume the mortgage upon this said land to the Baldwin County Savings & Loan Association in the amount of \$1011.14 and the mortgage to Lillie Larson, which with accrued interest, amounts to \$1482.32.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 18th day of June, 1958.

Arthur Larson (SEAL)

WITNESSES:

Richard Chandler
Robert M. Nelson

JANIE M. CALVERT

COMPLAINANT

VS

MURLEY S. CALVERT, JR.,
ET AL,

RESPONDENTS

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


REPORT OF REGISTER OF PRIVATE SALE

WHEREAS, on the 3 day of July, 1958, Your Honor entered a decree in the above styled cause directing your Register to sell lands described in the said decree under certain conditions and terms outlined and set out in the said decree; and,

WHEREAS, all the said conditions have been complied with and your Register has received the purchase price and has executed the deed and delivered the same to Arthur Larson as directed; and

WHEREAS, after deducting attorneys fees, guardian ad litem fees and court costs your Register reports that there is a balance of \$ 1172.09 remaining in her hands from the said sale.

This 10 day of July, 1958.


Register

JANIE M. CALVERT	Ø	IN THE CIRCUIT COURT OF
COMPLAINANT	Ø	BALDWIN COUNTY, ALABAMA,
VS	Ø	IN EQUITY
MURLEY S. CALVERT, JR., ET AL,	Ø	
RESPONDENT.	Ø	

FINAL DECREE

This cause coming on to be heard is submitted for final decree upon the Bill of Complaint, the appointment of John V. Duck, as guardian ad Litem for the minors Murley E. Calvert Jr., and Dianne Calvert, the acceptance of said appointment by the said John V. Duck as guardian ad Litem putting in issue all the allegations of the Bill of Complaint, the agreement by Arthur Larson to assume mortgages and the testimony as noted by the Register.

It appearing to the court that all parties respondents either appeared in person in this cause or was represented by a guardian ad litem or by an attorney.

Upon consideration of the same the court finds from the testimony that all the allegations of said Bill of Complaint are true and that the Complainant is entitled to the relief as prayed for in her Bill of Complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court:

1. That Janie M. Calvert is the owner of an undivided $3/4/36$ interest in the property hereinafter described and that Dianne Calvert, a minor, is the owner of an undivided $1/36$ interest and that Murley E. Calvert Jr., a minor, is the owner of an undivided $1/36$ interest.

2. That the following described property situated in Baldwin County Alabama, is owned by the parties to this suit hereinabove named, each in the interest shown in paragraph 1 of this decree, to-wit:

Begin at a stake 30 feet north and 425 feet East of the Southwest corner of the Southwest quarter of the Southeast quarter of Section 6, Township 6 South, Range 4 East, and run thence North 175 feet to the place of beginning; thence North 80 feet, thence East 160 feet, thence South 80 feet, thence West 160 feet to the place of beginning, which said property is otherwise described as Lots 17 and 18 in Block 15 in the Oscar Johnson's subdivision of East Silverhill in Robertsedale, Alabama.

3. That the said described real property cannot be equitably divided among the joint owners without a sale thereof. That a sale for division is necessary to distribute the said property, and that it will be to the best interest of all the parties to this Bill of Complaint to sell said property for division.

4. That said property will bring a higher price if sold at a private sale rather than a public sale and that it would be to the best interest of all the parties to this suit for said property to be sold at a private sale.

5. That the property described in the Bill of Complaint is subject to two mortgages: one being to the Baldwin County Savings & Loan Association in the amount of \$1011.14, and the other being to Lillie Larson in the amount of \$1306.35 with interest at 5% per annum. That said interest has accrued and is unpaid from the 28th day of September, 1955, to date.

6. That the two mortgages heretofore mentioned are upon the Complainant's interest in this land only and does not effect the interest of the two minors heretofore named in this suit.

7. That the sum of FOUR THOUSAND (\$4000.00) DOLLARS has been offered by Arthur Larson for the above described property and that this amount is a fair and reasonable price for said property and that said amount is more than would be realized if said property was offered by public sale; and that the said Arthur Larson offers to pay the purchase price of \$1506.54 cash and assume the aforesaid mortgage to the Baldwin County Savings & Loan Association in the amount of \$1011.14 and to assume the note and mortgage to Lillie Larson, which with the accrued interest, amounts to \$1482.32 and that a higher price is being secured by letting the purchaser, Arthur Larson, assume the two aforesaid mortgages as a part of consideration of said sale. It is therefore ordered, adjudged and decreed that the said offer be accepted.

8. Upon the payment of at least \$1506.54 in cash by the said Arthur Larson, Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, execute and deliver to the said Arthur Larson a deed conveying all the right, title and interest of all the parties to this suit in the above described property, to be made subject to the two aforesaid mortgages and which said deed shall have as a part of it the assumption by

Arthur Larson of these two mortgages.


9. And it appearing that the Complainant has employed the services of Wilters and Brantley, attorneys at law of Bay Minette, Alabama, to effectuate the sale for division of the above said property, and it appearing that the services of said solicitors are for the benefit of all the parties to this cause, and it appearing that the sum of \$200.00 is a reasonable fee for their services in this cause. The Register is hereby directed to pay to the said Wilters and Brantley the sum of \$200.00, said sum to be taxes as a part of the cost in this cause.

10. It appearing to the court that the sum of \$25.00 is a reasonable fee to be paid to John V. Duck, for his services in representing the minors, Murley E. Calvert Jr., and Dianne Calvert, the Register is hereby directed to pay the said sum of \$25.00 to John V. Duck, said sum to be taxed as a part of the cost in this cause.

11. That when said purchase price has been paid and said deed has been executed and delivered the said Register will forthwith make a report thereof to the court and upon the coming in of said report the court will ascertain and fix the interest of the Complainant and Respondents in this cause and will direct the distribution of said funds.

12. All further questions reserved.

Done this the 2nd day of July 1958.


JUDGE OF 28th JUDICIAL CIRCUIT.

JANIE M. CALVERT

COMPLAINANT

VS

MURLEY S. CALVERT, JR., ET AL,

RESPONDENTS

FINAL DECREE

FILED

JUL 3 1958

ALICE A. BACK, Registrar

JANIE M. CALVERT

COMPLAINANT

VS

MURLEY S. CALVERT, JR., ET AL,

RESPONDENT.

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

FINAL DECREE

This cause coming on to be heard is submitted for final decree upon the Bill of Complaint, the appointment of John V. Duck, as guardian ad Litem for the minors Murley E. Calvert Jr., and Dianne Calvert, the acceptance of said appointment by the said John V. Duck as guardian ad Litem putting in issue all the allegations of the Bill of Complaint, the agreements by Arthur Larson to assume mortgages and the testimony as noted by the Register.

It appearing to the court that all parties respondents either appeared in person in this cause or was represented by a guardian ad litem or by an attorney.

Upon consideration of the same the court finds from the testimony that all the allegations of said Bill of Complaint are true and that the Complainant is entitled to the relief as prayed for in her Bill of Complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court:

1. That Janie M. Calvert is the owner of an undivided $34/36$ interest in the property hereinafter described and that Dianne Calvert, a minor, is the owner of an undivided $1/36$ interest and that Murley E. Calvert Jr., a minor, is the owner of an undivided $1/36$ interest.

2. That the following described property situated in Baldwin County Alabama, is owned by the parties to this suit hereinabove named, each in the interest shown in paragraph 1 of this decree, to-wit:

Begin at a stake 30 feet north and 425 feet East of the Southwest corner of the Southwest quarter of the Southeast quarter of Section 6, Township 6 South, Range 4 East, and run thence North 175 feet to the place of beginning; thence North 80 feet, thence East 160 feet, thence South 80 feet, thence West 160 feet to the place of beginning, which said property is otherwise described as Lots 17 and 18 in Block 15 in the Oscar Johnson's subdivision of East Silverhill in Robertsedale, Alabama.

3. That the said described real property cannot be equitably divided among the joint owners without a sale thereof. That a sale for division is necessary to distribute the said property, and that it will be to the best interest of all the parties to this Bill of Complaint to sell said property for division.

4. That said property will bring a higher price if sold at a private sale rather than a public sale and that it would be to the best interest of all the parties to this suit for said property to be sold at a private sale.

5. That the property described in the Bill of Complaint is subject to two mortgages: one being to the Baldwin County Savings & Loan Association in the amount of \$1011.14, and the other being to Lillie Larson in the amount of \$1306.35 with interest at 5% per annum. That said interest has accrued and is unpaid from the 28th day of September, 1955, to date.

6. That the two mortgages heretofore mentioned are upon the Complainant's interest in this land only and does not effect the interest of the two minors heretofore named in this suit.

7. That the sum of FOUR THOUSAND (\$4000.00) DOLLARS has been offered by Arthur Larson for the above described property and that this amount is a fair and reasonable price for said property and that said amount is more than would be realized if said property was offered by public sale; and that the said Arthur Larson offers to pay the purchase price of \$1506.54 cash and assume the aforesaid mortgage to the Baldwin County Savings & Loan Association in the amount of \$1011.14 and to assume the note and mortgage to Lillie Larson, which with the accrued interest, amounts to \$1182.32 and that a higher price is being secured by letting the purchaser, Arthur Larson, assume the two aforesaid mortgages as a part of consideration of said sale. It is therefore ordered, adjudged and decreed that the said offer be accepted.

8. Upon the payment of at least \$1506.54 in cash by the said Arthur Larson, Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, execute and deliver to the said Arthur Larson a deed conveying all the right, title and interest of all the parties to this suit in the above described property, to be made subject to the two aforesaid mortgages and which said deed shall have as a part of it the assumption by

Arthur Larson of these two mortgages.

9. And it appearing that the Complainant has employed the services of Wilters and Brantley, attorneys at law of Bay Minette, Alabama, to effectuate the sale for division of the above said property, and it appearing that the services of said solicitors are for the benefit of all the parties to this cause, and it appearing that the sum of \$200.00 is a reasonable fee for their services in this cause. The Register is hereby directed to pay to the said Wilters and Brantley the sum of \$200.00, said sum to be taxes as a part of the cost in this cause.

10. It appearing to the court that the sum of \$25.00 is a reasonable fee to be paid to John V. Duck, for his services in representing the minors, Morley B. Calvert Jr., and Dianne Calvert, the Register is hereby directed to pay the said sum of \$25.00 to John V. Duck, said sum to be taxed as a part of the cost in this cause.

11. That when said purchase price has been paid and said deed has been executed and delivered the said Register will forthwith make a report thereof to the court and upon the coming in of said report the court will ascertain and fix the interest of the Complainant and Respondents in this cause and will direct the distribution of said funds.

12. All further questions reserved.

Done this the _____ day of ~~May~~^{June}, 1958.

JUDGE OF 20th JUDICIAL CIRCUIT.

JANIE M. CALVERT

COMPLAINANT

VS

MURLEY S. CALVERT, JR., ET AL,

RESPONDENT.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

FINAL DECREE

This cause coming on to be heard is submitted for final decree upon the Bill of Complaint, the appointment of John V. Duck, as guardian ad Litem for the minors Murley E. Calvert Jr., and Dianne Calvert, the acceptance of said appointment by the said John V. Duck as guardian ad Litem putting in issue all the allegations of the Bill of Complaint, the agreement by Arthur Larson to assume mortgages and the testimony as noted by the Register.

It appearing to the court that all parties respondents either appeared in person in this cause or was represented by a guardian ad litem or by an attorney.

Upon consideration of the same the court finds from the testimony that all the allegations of said Bill of Complaint are true and that the Complainant is entitled to the relief as prayed for in her Bill of Complaint.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court:

1. That Janie M. Calvert is the owner of an undivided $3/4/36$ interest in the property hereinafter described and that Dianne Calvert, a minor, is the owner of an undivided $1/36$ interest and that Murley E. Calvert Jr., a minor, is the owner of an undivided $1/36$ interest.

2. That the following described property situated in Baldwin County Alabama, is owned by the parties to this suit hereinabove named, each in the interest shown in paragraph 1 of this decree, to-wit:

Begin at a stake 30 feet north and 425 feet East of the Southwest corner of the Southwest quarter of the Southeast quarter of Section 6, Township 6 South, Range 4 East, and run thence North 175 feet to the place of beginning; thence North 80 feet, thence East 160 feet, thence South 80 feet, thence West 160 feet to the place of beginning, which said property is otherwise described as Lots 17 and 18 in Block 15 in the Oscar Johnson's subdivision of East Silverhill in Robertsdale, Alabama.

3. That the said described real property cannot be equitably divided among the joint owners without a sale thereof. That a sale for division is necessary to distribute the said property, and that it will be to the best interest of all the parties to this Bill of Complaint to sell said property for division.

4. That said property will bring a higher price if sold at a private sale rather than a public sale and that it would be to the best interest of all the parties to this suit for said property to be sold at a private sale.

5. That the property described in the Bill of Complaint is subject to two mortgages: one being to the Baldwin County Savings & Loan Association in the amount of \$1011.14, and the other being to Lillie Larson in the amount of \$1306.35 with interest at 5% per annum. That said interest has accrued and is unpaid from the 28th day of September, 1955, to date.

6. That the two mortgages heretofore mentioned are upon the Complainant's interest in this land only and does not effect the interest of the two minors heretofore named in this suit.

7. That the sum of FOUR THOUSAND (\$4000.00) DOLLARS has been offered by Arthur Larson for the above described property and that this amount is a fair and reasonable price for said property and that said amount is more than would be realized if said property was offered by public sale; and that the said Arthur Larson offers to pay the purchase price of \$1506.54 cash and assume the aforesaid mortgage to the Baldwin County Savings & Loan Association in the amount of \$1011.14 and to assume the note and mortgage to Lillie Larson, which with the accrued interest, amounts to \$1482.32 and that a higher price is being secured by letting the purchaser, Arthur Larson, assume the two aforesaid mortgages as a part of consideration of said sale. It is therefore ordered, adjudged and decreed that the said offer be accepted.

8. Upon the payment of at least \$1506.54 in cash by the said Arthur Larson, Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in Equity, execute and deliver to the said Arthur Larson a deed conveying all the right, title and interest of all the parties to this suit in the above described property, to be made subject to the two aforesaid mortgages and which said deed shall have as a part of it the assumption by

Arthur Larson of these two mortgages.

9. And it appearing that the Complainant has employed the services of Wilters and Brantley, attorneys at law of Bay Minette, Alabama, to effectuate the sale for division of the above said property, and it appearing that the services of said solicitors are for the benefit of all the parties to this cause, and it appearing that the sum of \$200.00 is a reasonable fee for their services in this cause. The Register is hereby directed to pay to the said Wilters and Brantley the sum of \$200.00, said sum to be taxes as a part of the cost in this cause.

10. It appearing to the court that the sum of \$25.00 is a reasonable fee to be paid to John V. Duck, for his services in representing the minors, Murley E. Calvert Jr., and Dianne Calvert, the Register is hereby directed to pay the said sum of \$25.00 to John V. Duck, said sum to be taxed as a part of the cost in this cause.

11. That when said purchase price has been paid and said deed has been executed and delivered the said Register will forthwith make a report thereof to the court and upon the coming in of said report the court will ascertain and fix the interest of the Complainant and Respondents in this cause and will direct the distribution of said funds.

12. All further questions reserved.

Done this the _____ day of ^{January}~~May~~, 1958.

JUDGE OF 23th JUDICIAL CIRCUIT.

JANIE M. CALVERT

COMPLAINANT

VS

MURLEY S. CALVERT, JR.,
ET AL,

RESPONDENTS

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

REPORT OF REGISTER OF PRIVATE SALE

WHEREAS, on the 3 day of July, 1958, Your Honor entered a decree in the above styled cause directing your Register to sell lands described in the said decree under certain conditions and terms outlined and set out in the said decree; and,

WHEREAS, all the said conditions have been complied with and your Register has received the purchase price and has executed the deed and delivered the same to Arthur Larson as directed; and

WHEREAS, after deducting attorneys fees, guardian ad litem fees and court costs your Register reports that there is a balance of \$ _____ remaining in her hands from the said sale.

This _____ day of July, 1958.

Register

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, Whereas, on the _____ day of July, 1958, a decree of sale was made and entered by the Circuit Court of Baldwin County, Alabama, sitting in Equity, and having under consideration that certain cause therein pending wherein Janie M. Calvert was Complainant, and Murley S. Calvert, Jr., et al, were Respondents, directing the Register of this Court to sell lands hereinafter described, for partition and division among the joint owners at a private sale to Arthur Larson in the amount of \$1506.54, and the assumption by the said Arthur Larson of two certain mortgages described in Paragraph Five of the said decree, which mortgages were made to the Baldwin County Savings & Loan Association and to Lillie Larson, the balance being due ONE THOUSAND ELEVEN and 14/100 (\$1011.14) DOLLARS and THIRTEEN HUNDRED SIX and 35/100 (\$1306.35) DOLLARS, respectively; and,

WHEREAS, the said Arthur Larson has paid to your Register the sum of FIFTEEN HUNDRED SIX and 54/100 (\$1506.54) DOLLARS, and has filed with this Court, and as a part of the aforesaid proceeding, a written instrument whereby he has assumed the aforesaid mortgages.

NOW, THEREFORE, in pursuance to said decree, in consideration of the premises, the assumption of the aforesaid mortgages and the sum of FIFTEEN HUNDRED SIX and 54/100 (\$1506.54) DOLLARS, paid to me by said ARTHUR LARSON, the receipt whereof is hereby acknowledged, I, ALICE J. DUCK, as Register of the Circuit Court of Baldwin County, Alabama, have this day granted, bargained and sold and by these presents I do grant, bargain, sell and convey unto ARTHUR LARSON, his heirs and assigns, the following described property situated in Baldwin County, Alabama, to-wit:

Begin at a stake 30 feet North and 125 feet East of the Southwest corner of the Southwest quarter of the Southeast quarter of Section 6, Township 6 South, Range 4 East, and run thence North 175 feet to the place of beginning; thence North 80 feet, thence East 160 feet, thence South 80 feet, thence West 160 feet to the place of beginning, which said property is otherwise described as Lots 17 and 18 in Block 15 in the Oscar Johnson's Subdivision of East Silverhill in Robertsdale, Alabama.

TO HAVE AND TO HOLD unto the said Arthur Larson, his heirs and assigns,
as fully and completely as by said last above named decree I am authorized
to convey the same.

IN WITNESS WHEREOF, I, Alice J. Duck, Register of the Circuit Court of
Baldwin County, Alabama, have hereunto set my hand and seal on this the 9
day of July, 1958.

Alice J. Duck (SEAL)
As Register of the Circuit Court of
Baldwin County, Alabama.

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STATE OF ALABAMA
BALDWIN COUNTY

I, _____, a Notary Public, in and for said
County, in said State, hereby certify that Alice J. Duck, whose name as
Register of the Circuit Court of Baldwin County, Alabama, 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, in her cap-
acity as such Register, executed the same voluntarily on the day the same
bears date.

Given under my hand and seal on this the _____ day of July, 1958.

Notary Public, Baldwin County, Alabama

TO HAVE AND TO HOLD unto the said Arthur Lawson, his heirs and assigns,
as fully and completely as by and unto last above named decessor I am authorized
to convey the same.

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IN WITNESS WHEREOF, I, Alice J. Cook, Register of the Circuit Court of
Baldwin County, Alabama, have hereunto set my hand and seal on this the
day of July, 1928.

(SEAL)
Alice J. Cook
As Register of the Circuit Court of
Baldwin County, Alabama.

STATE OF ALABAMA
BALDWIN COUNTY
Notary Public
Arthur Lawson

I, _____, a Notary Public, in and for said
County, in said State, hereby certify that Alice J. Cook, whose name as
Register of the Circuit Court of Baldwin County, Alabama, 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 and, in her own
sole and free will, executed the same voluntarily on the day the same
bore date.
Given under my hand and seal on this the _____ day of July, 1928.

Notary Public, Baldwin County, Alabama