SHERIFF'S OFFICE

MOBILE COUNTY MOBILE, ALA.



HEMLOCK 2-6531

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 Wil cox County, Camden, Alabama.

Yours truly,

RAY D. BRIDGES, SHERIFF

IMB/

cc-Sheriff of Wilcox County, Camden, Ala.



JANIE M. CALVERT,

Complainant,

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. SladiedJ. 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, Alahama.

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 155.
- 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.
- After your husnand'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. Nowxtwispxrpperty 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/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 Robertsdale?
- 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 youMrr.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.

CERTIFICATE:

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

the first due February 1st, 1952 nregular monthly payments, after date, without grace, when monthly payments of the order of

Lillie B. Larson, Robertsdale, Alabama

ELEVEN HUNDRED AND NO/100------(\$1100.06) ollars 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

<u>balance on principal until peid in full. This note is secured by real estate mortgage</u>

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 is 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 are of, 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 walve 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 hattie 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 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 Public State of Ala. At Large

Sarie Calul

The State of Alabama,

BALDWIN

_COUNTY

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			her heirs and assigns ble of said premises; that they are
ee of and from	all incumbrances: and	that will wa	rrant and forever defend the same
			CITING CONDITIONS NEVER S
			OWING CONDITIONS, NEVER
			ay, or cause to be paid, the said
the state of the s	and the second s		shall become null and void. Bu er of them, with interest thereon, a
			ue and payable at once, whereupo
		i said note shan second di	
_			assigns, personal representatives
			d to sell the said property hereby
			House
the City of B	ay Minette,	Alabama, first ha	ving given notice thereof for fou
eeks by publica	tion once a week in a	ny newspaper then publishe	ed in said County
	Security of the security of th		
nveyance to th	e purchaser; and out	of the proceeds of said sale	she shall first pay al
	See		fee, then retain enough to pay said
* *			Mortgagors.
eirs, assigns, pe	said property the sar	, agents and attorneys are . he as if they were stranger	hereby authorized and empowered to this conveyance, and the auc and to make and execute a deed to
	her r		
And it is also	agreed that in case	he mortgagee herein,	her heirs, assigns o
ersonal represe	ntatives, see fit to for	eclose this mortgage in a	court having jurisdiction thereof
she the debt herek	± •	attorney's fee therefor, which	ch fee shall be and constitute a par
	-	lare to said Mortgagee	
at the titles to	said real estate are in	their own right, a	and that the representations herein and for the purpose of making thi
an. Headig is	a decrease		y have or to which they
ay be entitled ι	rther specially waive under the Constitution	and Laws of Alabama in re	egard to the collection of the abov
ebt. <u>They</u> fu	rther agree to keep :	aid property insured in go	od and responsible companies fo
ot less than \$1	100.00	Dollars, an	nd have the policies payable to said
st and 2nd m	ortgagees	as	their interest may appear in
id property, ar	d deliver the same to	<u>her</u> ; and sl	hould they fail to insure sai
roperty, thent	hey authorize	·	
ereby.		her shall be and c	onstitute a part of the debt secure
The grantor ne said real esta And it is fur r insure the pro	S herein agree to the herein conveyed by ther understood that perty, as herein above	pay all taxes and assessme efore the same becomes delahould the grantor fail stipulated, the mortgagee.	ents, general or special, levied upor linquent. to pay said taxes and assessment may pay the same, and, with
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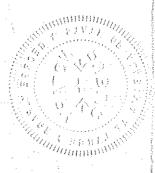
Given under my hand, this ______day of ______

in his presence.

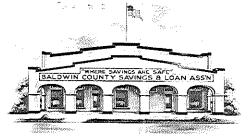
TO HAVE AND TO HOLD, the aforegranted premises, together with the improvements and

MORTGAGE

	FROM	
J. R. Calv	ert and Jani	e Callvert,
his wife		i Committee
Lillie B.	TO Larson	
THE S	TATE OF ALA	вама,
		COUNTY.
1 A A A A A A A A A A A A A A A A A A A	OF JUDGE OF F	PROBATE.
filed in this offic	ce for record on t	heday
o f		A. D. 194
at	o'clock	M., and duly re-
		Mortgages, Page
· .	and that	t \$
	ents Tax required	l by law has been
	Ju	dge of Probate.



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.



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,

Ass't Sec'ty-Treas.



the second of th
\$ 1306.25 ROBERTSDALE, ALA, September 28 19 55
In regular monthly payments, the sign date, without grace, promise to pay to the order of
Lillie B. Larson, Robertsdale, Alabama
THIRTEEN HUNDRED AND SIX AND 25/100
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 helder 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 any of the sale of the non-payment of any of the liabilities above named.

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 horeby expressly waived and at such sale the owner or holder of this note may purchase the whole or any part of said securities rischarged 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 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, surely, 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 neverally agree to pay all costs of collecting or socuring, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or socured 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 junds in said bank belonging to the maker, surety, endorser, guarantor, or any of them.

ATTEST Skilling Skaudles

Sanie Calul I

STATE OF ALABAMA BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA

You are hereby commanded to surmon MURIEY 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	day of March, 1958. Register:
JANIE M. CALVERT, also known as Sledie J. Calvert, COMPLAINANT VS MURISY E. CALVERT, JR., AND	IN THE CIRCUIT COURT OF BAIDWIN COUNTY, ALABAMA, IN EQUITY
DIAMME CAIVERT, Minors, under the age of lipyears; LTILIE IARSON, as guardian of Murley E. Calvert Jr., and Dianne Calvert and individually; and JEAN CALVERT HALL, mother of said minor children ARTHUR LARSON, RESPONDENTS	
KLSPONDENTS	,

TO THE HONORABLE HUBERT M. 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:

7.

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 withtheir mother, Jean Calvert Hall, who is a resident of Camden, Alabama; that Lillie Barson 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 Barson is a resident of Baldwin County, Alabama.

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 the Southeast quarter of Section 5, 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 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.

1

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 Vassie Calvert Radison. 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 Tarson 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.

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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 Marson desires to purchase the same at private sale for cash at such valuation as may be fixed thereon by this Court. That Arthur Marson, who is the husband of Millie Marson, the guardian of said minors, has offered to purchase the property at a private sale for the sum of FORTY FIVE HUNDRED (\$\frac{1}{2}\text{500.00})

DOMARS, 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.

Ç,

Further that the interest of Lillie Earson 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:

- I. 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 (\$1500.00) 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 \$1500.00 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 here indebtedness and the same be deducted from her division of the proceeds from the sale of said property.
- firmation 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: Jane 1. Wilter

Solicitors for the Complainant

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

Sheriff Wilcox Co. Ala.

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

Sheriff Wilcox Co. Ala.

Sheriff Wilcox D.S.

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

Sheriff Wilcox Co. Ala.

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

Sheriff Wilcox Co. Ala.

There De 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 CALVERF HALL, mother of said minor children ARTHUR LARSON

RES PONDENTS

IN THE CIRCU**TT** COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

ANSWER

) (

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 dony the allegations contained in paragraph five and demand strict proof thereof.

5.

That they dony 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 dony 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.

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

Quandlan Ad Litem

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MIKE & DECK, Registed

JANIE M.	CALVERT	Ø	
	COMPLA INANT	۸	IN THE CIRCUIT COURT OF
		V	BALDWIN COUNTY, ALABAMA,
VS		Q	
MURLEY S. ET AL,	CALVERT, JR.,	()	IN EQUITY
وليشلات مداسد	RESPONDENTS	Ŏ	
TED FUNDER 15		ð	

CONFIRMATION OF SALE AND ORDER FOR DISTRIBUTION OF FUNDS

This day came Alice J. Duck, Register, and files herereport of the sale of real estate by her under an order and decree of this court rendered on the 3rd day of July, 1958, in the above styled cause and she shows unto the Court that she has complied with all the terms and conditions of the said decree and that she has received the purchase price and executed and delivered a deed to Arthur Larson as directed and that after deducting attorneys fees, guardian ad litem fee and cost of court she reports that there is a balance in her hands of \$1172.09, to be distributed among the joint owners of the said lands.

It is the opinion of the court that the matters shown therein are true and correct, and It Is Therefore, Ordered, Adjudged and Decreed that the sale be confirmed in all things.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in conformity with the facts and findings set out in said decree that the said joint owners are entitled to the amounts hereinafter set out as their distributive share of the said sale: Murley S. Calvert, Jr., a minor, ONE HUNDRED ONE and 82/100 (\$101.82) DOLLARS, Dianne Calvert, a minor, ONE HUNDRED ONE and 82/100 (\$101.82) DOLLARS and Janie M. Calvert, NINE HUNDRED SIXTY EIGHT and 45/100 (\$968.45) DOLLARS.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register distribute the money in her hands to each of the joint owners in the amount set out heretofore and that the distributive shares belonging to the said minors be paid over to Lillie Larson as their guardian.

Done this 10 day of July, 1958.

Circuit Judge

Le following Respondents must be served:

1. Muly E. Calvert, Jr. (miner) (one copy) &

2. Deanne Calvert (miner) (one copy) &

3. Lellie Larson, as Adnledul, (3 Copies)

4. Jean Calvert Hall (as motherham) (30 copies)

5 Jarthus Sausen (R'dale) (cne cupy)

8 Copies

JANIE M. CALVERT
Plaintiff
VS
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
MURLEY E. CALVERT, JR. ET AL
Defendant
IN EQUITY CASE NO. 4231

TO THE HONORABLE JOHN V. DUCK:

Take notice that by order of this Court, this day made and entered, you are appointed to act as Guardian Ad Litem for Murley E. Calvert, Jr., and Dianne Calvert, Minors to represent and protect their interest upon the Petition for Division in the case of Janie M. Calvert, Plaintiff, Vs. Murley E. Calvert, Jr., ET AL.

Given under my hand this 1958 .

Register in Chancery

I hereby accept the appointment of Guardian Ad Litem for MURIEY E. CALVERT, JR., and DIANNE CALVERT, Minors, to represent and protect their interest upon the hearing of the above proceedings.

Witness my hand this 17 day of March, 1958.

Guardian 4d Lita

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: LTLLIE
LARSON, as guardian of Murley
E. Calvert Jr., and Dianne Calvert
and individually; and JEAN CALVERT
HALL, mother of said minor children
ARTHUR LARSON

RES PONDENTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

ANSWER

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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:

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That they admit the allegations contained in paragraph one.

2.

That they admit the allegations contained in paragraph two.

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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.

٤.

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

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

NPR 301955

ALCE L DUCK, CLERK

Guardian Ad Litem

JANIE M. CALVERT,

COMPLAINANT

VS.

MURLEY E. CALVERT JR., ET AL
RESPONDENTS

ANSWER

FILED
APR SU 1958

ALICE J. DUCK, Registed

JANIE M. CALVERT	Ŏ
COMPLA INANT	IN THE CIRCUIT COURT OF
VS	BALDWIN COUNTY, ALABAMA,
MURLEY S. CALVERT, JR., ET AL,	` IN EQUITY ◊
RESPONDENTS	Ø

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 \$4,000.00, 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 Iarson, which with accrued interest, amounts to \$14,82.32.

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

Tilher Larson (SEAL

Xiliny

JANIE M. CALVERT

COMPLAINANT

VS

NURLEY S. CALVERT, JR.,
ET AL,

RESPONDENTS

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 ad directed; and

WHEREAS, after deducting attorneys fees, guardian ad litem fees and court costs your Register reports that there is a balance of \$ //72.09
remaining in her hands from the said sale.

This <u>//</u> day of July, 1958.

Alice for the Register

JANIE M. CALVERT

COMPIAINANT

VS

MURLEY S. CALVERT, JR., ET AL,

RESPONDENT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, AIABAMA,
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:

- l. That Janie . 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 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 Fill 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 id 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.
- 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 thanwould 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 \$14.82.32 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 \$1506.5h 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.
- ll. 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 Hery 1958.

JUDGE OF 28th JUDICIAL CIRCUIT

JANIE M. CALVERT

COMPLAINANT

VS.

MURLEY S. CALVERT, HR., ET AL,

RES PONDENTS

. FINAL DECREE

FILED

ALICE A POCK, Register

JANIE M. CALVERT

COMPIAINANT

VS

MURLEY S. CALVERT, JE., ET AL,

RESPONDENT.

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 . 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 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 Fill 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 \$1011.1k, 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 thanwould 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.
- E. Upon the payment of at least \$1506.5h 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 feed to be paid to John V. Duck, for his services in representing the minors, Muriley 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.
- Il. 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.

JULUE OF 28th JUDICIAL GIRCUIT.

IANIE M. CÂLVERT

GOMPLAINANT

WEST CALVERT, JE

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0 400 ALLANDA OTO BETO TOTAL MESSE JR., 2845 () (** CONTRACTOR OF THE CONTRACTOR O San San San Strans of property of the second ્રાના કુલાક કુલાકે તેમ ભાગમાં કુલાકામાં આવેલા કુલાક કરો છે. કુલાક કુલાક કુલાક કુલાક કુલાક કુલાક કુલાક કુલાક ક કુલાક જોના કોલાક કુલાક કુલાક કુલાક હતું કે તેમ હતું કે બાલું કે તેમ કે કહિલા કે તેમ કે તેમ કે તેમ કે તેમ કે તે Sandan Section of Contraction The Comment of the second THE PROPERTY OF THE PARTY OF TH eares while an equality of A Comment of the Comm 4 Š 43333G Dee E

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JANIE M. CALVERT	Ŏ
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VS	BALDMIN COUNTY, ALAGAMA,
	IN EQUITY
MURLEY S. CALVERT, JR., ET AL,	
RESPONDENT.	Ŏ

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 Tr., 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 trueand 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 . 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 Plock 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.
- L. 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 Eill of Complaint is subject to two mortgages: one being to the Baldwin County Savings & Loan Association in the amount of \$1011.1h, 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.
- That the sum of FOUR THOUSAND (\$\frac{1}{2}\$\$\$b000.00) 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 \$1506.5\text{h} cash and assume the aforesaid mortgage to the Baldwin County Savings & Loan Association in the amount of \$1011.1\text{h} and to assume the note and mortgage to Lillie Larson, which with the accrued interest, amounts to \$1\text{h}82.32 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 Ray 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.
- 210. 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 & 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.
- Il. 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	o£	Jano	1958 .
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JUDGE OF 28th JUDICIAL CIRCUIT.

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JANIE M. CALVERT, JR C. I SOMPLAINANT OF COMPLETE COMPLET TOTAL STEEL STEEL STEEL STEEL STEEL A Section of the Sect mit inst arm architalica files to And the second of the second o STATE TO STATE OF THE STATE OF Resident to Menaly Chrocked to 4 Coming Truck ententi Tes he was Ç. in ohm of the problem of to demand \$18°0 and the contract 4 Mar 200 S. L. A. . and the and the factor order bye

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JANIE M. CALVERT	Ŏ
COMPLA INANT	IN THE CIRCUIT COURT OF
VS	BALDWIN COUNTY, ALABAMA,
MURLEY S. CALVERT, JR., ET AL,	IN EQUITY
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RESPONDENTS	Company of the same of the sam

CONFIRMATION OF SALE AND ORDER FOR DISTRIBUTION OF FUNDS

This day came Alice J. Duck, Register, and files herereport of the sale of real estate by her under an order and decree of this court rendered on the 3rd day of July, 1958, in the above styled cause and she shows unto the Court that she has complied with all the terms and conditions of the said decree and that she has received the purchase price and executed and delivered a deed to Arthur Larson as directed and that after deducting attorneys fees, guardian ad litem fee and cost of court she reports that there is a balance in her hands of \$1172.09, to be distributed among the joint owners of the said lands.

It is the opinion of the court that the matters shown therein are true and correct, and It Is Therefore, Ordered, Adjudged and Decreed that the sale be confirmed in all things.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in conformity with the facts and findings set out in said decree that the said joint owners are entitled to the amounts hereinafter set out as their distributive share of the said sale: Murley S. Calvert, Jr., a minor, ONE HUNDRED ONE and 82/100 (\$101.82) DOLLARS, Dianne Calvert, a minor, ONE HUNDRED ONE and 82/100 (\$101.82) DOLLARS and Janie M. Calvert, NUME HUNDRED SIXTY EIGHT and 45/100 (\$968.45) DOLLARS.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Register distribute the money in her hands to each of the joint owners in the amount set out heretofore and that the distributive shares belonging to the said minors be paid over to Lillie Iarson as their guardian.

Done	this	day	οí	July,	1958.
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Circuit Judge	
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	COMPLAINA	NT	Q ·	IN THE C	THOUTT CO.	ORT OF	
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	CALVERT,	JR.,) :		* ## 45 W ## ## ##		
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	REPO	RT OF REG	ISTER OF PR	IVATE SAI	Œ		Samuel Committee Com
WHERI	MAS, on th	ė <u>3</u>	_day of Jul	y, 1958,	Your Honor	r entered	a decree
in the abo	ove styled	cause dir	recting you	r Registe	r to sell	lands des	cribed in
the said o	iecree und	er certain	n condition	s and ter	rms outline	ed and set	out in
the said d	decree; an	d ₉	· ·				
WHERE	BAS,all th	e said cor	nditions ha	ve been c	complied wi	ith and yo	ur
Register b	nas receiv	ed the pur	chase pric	e and has	executed	the deed	and
delivered	the same	to Arthur	Larson ad	directed;	and		
WHERE	MS, after	deducting	z attorneys	fees, gu	ardian ad	litem fee	s and
court cost	ts your Re	gister reg	ocrts that	there is	a balance	of \$	
remaining	in her ha	nds from t	the said sai	le.			
This	d	ay of July	7, 1958.	and the second second			
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					Regist	ær	

JANIE M. CALVERT

STATE OF ALABAMA

BALLWIN COUNTY

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 FIFTHEN HUNIRED SIX and 54/100 (\$1506.54) DOLLARS, paid to me by said ARTHUR LARSON, the receipt whereof is herebyseknowledged, 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 h25 feet East of the Southwest corner of the Southwest quarter of the Southeast quarter of Section 6, Township 6 South, Range & 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.

As Register of the Circuit Court of Baldwin County, Alabama.

STATE OF ALABAMA BALDWIN COUNTY

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 capacity 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 MAID write the said arthur larson, his hears and assigns, so the tend completely Ely and last above named decree I am authorized to convey the same.

IN TITUES THE ST. I, Also J. Duck, Register of the Circuit Sourt of Baldrin County, Alabama, have hereside set my hand and seal on this the 2 day of July, 1955.

As Register/of the Circuit Court of Bilimin County, Alabana,

ARRING OF ARRIVE

Conty, is said State, nereby certify that Alice J. Nack, whose name as Negleter of the Circuit Court of Alice J. Nack, whose name as Negleter of the Circuit Court of Saldwin County, Alibems, is signed to the foregring conveyance, and who is briwn to be, acknowledged before no on this day that, being informed of the contents of the conveyance she, in her capacity as such Register, executed the same volunturily on the day the same bears date.

Civen under my hand and seal to this the _____ day of July, 1958.

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