

MILAN R. NORTHROP and
LORENA G. NORTHROP,

Complainants,

vs.

JERRY VASKO and MILDRED E.
VASKO,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY. NO. 3494

NOTICE:

Under and by virtue of a decree in the above styled cause rendered on the 20th day of December, 1955, by the Circuit Court of Baldwin County, Alabama, in Equity, I will, to satisfy said decree, sell to the highest and best bid for cash, at public sale, at the Courthouse door of Baldwin County, Alabama, at 11:00 o'clock A. M., on Tuesday, the 27th day of November, 1956, the following described property situated in Baldwin County, Alabama, to-wit:

From a point on the section line between Sections 31 and 32, Township 6 South, Range 3 East, said point being 417 feet north of the Southeast corner of Section 31 and which point lies on the West bank of Fish River; thence run West 972 feet to the East side of a road; run North 300 feet to a corner; run thence North 61 degrees 30 minutes West along the North side of a 30-foot road 1470 feet to the point or place of beginning; run thence North 8 degrees East 700 feet to a corner of Cow Pen Branch; run thence Northerly and following the meanders of the South bank of Cow Pen Branch a distance of 150 feet to the Northeast corner of the Jackson F. Beaty lot; run thence South 4 degrees 30 minutes West 615 feet to a corner on the North side of the above mentioned road; thence run South 61 degrees 30 minutes East 110 feet to the point or place of beginning, and containing 1.8 acres, more or less.

Dated this 21 day of October, 1956.

Alice J. Duck
Register of the Circuit Court of
Baldwin County, Alabama, in Equity.

FILED
OCT 27 1956
ALICE J. DUCK, Clerk

MILAN R. NORTHROP and)	
LORENA G. NORTHROP,)	
)	
VS.)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
JERRY VASKO and MILDRED E.)	
VASKO,)	IN EQUITY
)	
Respondents.)	

FINAL DECREE

This cause coming on to be heard on this date is submitted for a final decree upon the complainants' Bill of Complaint as last amended; the respondents' answer as last amended; the testimony of the complainants, Milan R. Northrop and Lorena G. Northrop, and their witnesses, J. E. Gooden, Broward Gooden and Telfair J. Mashburn, Jr., and the testimony of the respondents, Jerry Vasko and Mildred E. Vasko, all of which was taken in open court in the manner provided by Equity Rule Number 56, as amended: upon consideration of all of which, it appears to the court that the property involved in this proceeding is the homestead of the respondents, because of which the complainants are not entitled to specific performance of their written contract with the respondents dated February 17, 1955, and that for the same reason the complainants are not entitled to a conveyance from the respondent, Jerry Vasko, with an equitable abatement of the purchase price to the extend of Mildred E. Vasko's dower interest in the property, but that the said complainants are entitled to recover from the respondents the sum of Three Hundred Dollars (\$300), which was paid by the complainants at the time of the execution of the said written agreement, and also to damages because of the breach of the said contract by the said respondents, which damages consist of attorney's fees incurred by the complainants' solicitor in this proceeding and interest at six percent (6%) on the sum of Thirty-four Hundred Dollars (\$3400), which was borrowed by the complainants to make the \$3400 payment which was made to the respondents' agent on March 4, 1955, and that the said complainants are also entitled to be repaid the said amount of \$3400:

WHEREUPON, it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. That the complainants, Milan R. Northrop and Lorena G. Northrop, have and recover of the respondents, Jerry Vasko and Mildred E. Vasko, the sum of Three Hundred Dollars (\$300) paid by the complainants to J. E. Gooden, agent of the said respondents, on February 17, 1955, and the sum of Thirty-four Hundred Dollars (\$3400) paid by the said complainants to the said respondents' said agent on March 4, 1955, for which execution may issue.

2. That the complainants, Milan R. Northrop and Lorena G. Northrop, have and recover of the respondents, Jerry Vasko and Mildred E. Vasko, the further and additional sum of \$ 150⁰⁰ for attorney's fees and the sum of \$ 143⁹⁰ for interest. The said respondents shall be and they are hereby allowed 60 days from the date of this decree to pay to the Register of this court the amounts decreed to be due in this paragraph of this decree, together with interest thereon.

3. The said complainants, Milan R. Northrop and Lorena G. Northrop, shall have a lien on the property of the said Jerry Vasko, which is hereinafter described, and a lien is hereby fixed and established on the following described property of the said respondent, Jerry Vasko, situated in Baldwin County, Alabama, to-wit:

From a point on the section line between Sections 31 and 32, Township 6 South, Range 3 East, said point being 417 feet North of the Southeast corner of Section 31 and which point lies on the West bank of Fish River; thence run West 972 feet to the East side of a road; run North 300 feet to a corner; run thence North 61 degrees 30 minutes West along the North side of a 30-foot road 1470 feet to the point or place of beginning; run thence North 8 degrees East 700 feet to a corner of Cow Pen Branch; run thence Northerly and following the meanders of the South bank of Cow Pen Branch a distance of 150 feet to the Northeast corner of the Jackson F. Beaty lot; run thence South 4 degrees 30 minutes West 615 feet to a corner on the North side of the above mentioned road; thence run South 61 degrees 30 minutes East 110 feet to the point or place of beginning and containing 1.8 acres, more or less.

The said lien is fixed and established to secure payment of the amounts due by the said respondents to the said complainants and the costs of this proceeding, which are hereby taxed against the said respondents.

4. In the event the said respondents shall fail to immediately pay the amounts due the complainants, as set out in Paragraph Numbered 1 of this decree, and in the event they shall fail to pay the amounts due the complainants, as set out in Paragraph Numbered 2 of this decree, within the time provided therein, then in either of such events the Register of this court is hereby authorized, empowered, instructed and directed to sell the above described real property at public sale for cash at the North door of the courthouse of Baldwin County, Alabama, in Bay Minette, Alabama, after giving notice of the time, place, terms and purposes of the said sale by publication once a week for three successive weeks in the Baldwin Times, a newspaper published at Bay Minette in Baldwin County, Alabama, and shall apply the proceeds of the said sale, first, to the costs of this proceeding; next, to the amounts due the complainants, as provided in this decree, and pay any remainder to the respondent, Jerry Vasko.

5. The Register of this court shall promptly file a certified copy of this decree for record in the office of the Judge of Probate of Baldwin County, Alabama, and tax the cost of such recording as a part of the costs of this proceeding.

6. Jurisdiction of this cause is reserved for the purpose of making such other and further orders or decrees as may become necessary or proper.

ORDERED, ADJUDGED AND DECREED on this the 20 day of December, 1955.

Hubert M. Grace
Judge

MILAN R. NORTHROP and LORENA G. NORTHROP,)	
)	
)	IN THE CIRCUIT COURT OF
VS. Complainants,)	BALDWIN COUNTY, ALABAMA
)	
JERRY VASKO and MILDRED E. VASKO,)	IN EQUITY
)	
Respondents.)	

AMENDED BILL OF COMPLAINT

Now come the complainants and amend the Bill of Complaint heretofore filed by them in this cause to meet the allegations of the answer filed by the respondents in this cause on October 26, 1955, so that as amended the said Bill of Complaint will read as follows:

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

Your Orators, Milan R. Northrop and Lorena G. Northrop, present this Bill of Complaint against Jerry Vasko and Mildred E. Vasko and thereupon your Orators complain and show unto the court and your Honor as follows:

1. Your Orators are each over twenty-one years of age and are residents of Baldwin County, Alabama.
2. The respondents, Jerry Vasko and Mildred E. Vasko, are each over twenty-one years of age and are each residents of Baldwin County, Alabama.
3. On, to-wit, February 17, 1955, your Orators and the respondents entered into a written agreement whereby the respondents agreed to sell and your Orators agreed to buy the following described property situated in Baldwin County, Alabama, to-wit: "The Jerry Vasko property located on Cow Pen Creek in Section 31, Township 6 South, Range 3 East. Consisting of Lot 150 x 700 with all improvements including buildings and pump." Your Orators further aver that the said Jerry Vasko only owns one parcel of property on Cow Pen Creek in Section 31, Township 6 South, Range 3 East and the said property is described as follows, to-wit:

From a point on the section line between Sections 31 and 32, Township 6 South, Range 3 East, said point being 417 feet North of the Southeast corner of Section 31 and which point lies on the West bank of Fish River, thence run West 972 feet to the East side of a road, run North 300 feet to a corner, run thence North 61 degrees 30 minutes West along the North side of a 30-foot road 1470 feet to the point or place of beginning; run thence North 8 degrees East 700 feet to a corner of Cow Pen Branch; run thence Northerly and following the meanders of the South bank of Cow Pen Branch a distance of 150 feet to the Northeast corner of the Jackson F. Beaty lot; run thence South 4 degrees 30 minutes West 615 feet to a corner on the North side of the above mentioned road; thence run South 61 degrees 30 minutes East 110 feet to the point or place of beginning and containing 1.8 acres, more or less.

A copy of the said written agreement is hereto attached, marked "Exhibit A" and by reference made a part hereof as though fully incorporated herein. Your Orators have complied in all respects with the said written agreement and on, to-wit, March 4, 1955, offered to pay the balance of the said purchase price (\$3400.00) to the said respondents and the said respondents, Jerry Vasko and Mildred E. Vasko, advised your Orators that they would not execute and deliver the warranty deed as set out in the said written agreement.

4. Your Orators offer to do equity.

5. The respondent, Mildred E. Vasko, has, by the amended answer filed in this cause on October 26, 1955, alleged that she is not now willing to execute any conveyance conveying her homestead interest in the above described tract of land, even though she has entered into the above described contract and has, together with her said husband, accepted the \$300.00 initial payment, which is provided for therein.

6. The said respondents, Jerry Vasko and Mildred E. Vasko, have not called upon the complainants to perform their said written contract, which is described above, and allow them a reasonable time in which to comply with the terms and provisions of the said contract. The said respondents have refused and still refuse to execute the conveyance to the complainants and have refused and are still refusing to refund to the complainants the \$300.00 which was paid by the complainants to the respondents at the time the said contract was made.

7. As the proximate consequence of the said actions of the respondents the complainants have been greatly damaged in that they have incurred expenses in obtaining a loan to be used in purchasing the said property from the respondents, in paying interest on the said loan. They have also been required to employ an attorney to represent them in this proceeding.

PRAYER FOR PROCESS

Your Orators pray that the court will take jurisdiction of the cause made by this amended Bill of Complaint; that due notice thereof be given to the respondents, Jerry Vasko and Mildred E. Vasko, in the form and manner prescribed by law, requiring them to appear and plead, answer or demur to this said amended Bill of Complaint within the time and under the pains and penalties prescribed by law and the rules of this Honorable Court.

PRAYER FOR RELIEF

The premises considered, your Orators pray for the following separate and several relief:

1. That the respondents, Jerry Vasko and Mildred E. Vasko, be made to specifically perform the said contract with your Orators and convey the above described property to your Orators free of and from all liens and encumbrances upon payment by your Orators of the balance due under the said contract.

2. In the event of the failure of the respondent, Jerry Vasko, to obtain the signature of his wife, Mildred E. Vasko, to a deed conveying the said property, or in the event a release of the said Mildred E. Vasko's dower interest in the said property cannot be procured, that the conveyance from the respondent, Jerry Vasko, be made to your Orators subject to the dower right of the said Mildred E. Vasko with an equitable abatement of the purchase price to the extent of the value of such interest or encumbrance, and give your Orators indemnity against the said dower interest.

3. In the event your Orators are mistaken in the relief prayed for above, then in such event they respectfully pray that the attempted cancellation by the said Jerry Vasko and the said Mildred E. Vasko of the said written agreement between the com-

plainants and the said respondents be adjudged and decreed to be void and of no effect; that the said respondents be required to refund to the complainants the said sum of \$300.00 which was paid by the complainants to the said respondents at the time of the execution and delivery of the said contract between them within some reasonable period of time, and that the payment of the said sum of \$300.00, together with interest thereon, be secured by a lien in favor of the complainants and against the respondents on the above described property.

4. That a decree be rendered in favor of the complainants and against the respondents for the said alleged damages of the complainants and that the said decree be secured by a lien on the respondents said property.

5. Your Orators further pray for such other, further and general relief as they may be equitably entitled to, the premises considered.



Solicitor for complainants.

"EXHIBIT A"

J. E. GOODEN
REALTOR
FAIRHOPE, ALABAMA

BOOK 017 PAGE 420

2 - 17 - 1955

Mr. Milan R. Northrop
and Mrs. Lorena G. Northrop

This will acknowledge receipt of \$300.00 as earnest money to apply on the purchase of the Jerry Vasko property located on Cow Pen Creek in Section 31, Township 6 South of Range 3 east. consisting of Lot 150 by 700 with all improvements including buildings and pump.

I accept this earnest money subject to the acceptance of your offer by the owner. Your offer being \$3,700.00 cash if the owner will accept your offer we will proceed to deliver to you the abstract showing Merchantable title, if your offer is refused we will refund to you the earnest money of \$300.00 if title is good then you are to pay the remaining \$3,400.00 and receive a Warranty Deed executed by the owners.

If for any reason the title is not good and can not be we will refund to you the \$300.00 earnest money.

But if title is Merchantable and you should default in the payment of the balance of \$3,400.00 then the earnest money of \$300.00 will be forfeited by you and retained by seller and Agent as liquidated damages.

I accept the above agreement.

<u>(S) MRS. LORENA G. NORTHROP</u>	<u>(S) J. E. GOODEN</u>	Agent
<u>(S) MILAN R. NORTHROP</u>		Seller
		Seller

We accept this and give possession on May 15th, 1955.

<u>(S) MILAN R. NORTHROP</u>	<u>(S) JERRY VASKO</u>
<u>(S) LORENA G. NORTHROP</u>	<u>(S) MRS. MILDRED E. VASKO</u>

MILAN R. NORTHROP AND
LORENA G. NORTHROP

COMPLAINANTS

VS

JERRY VASKO AND
MILDRED E. VASKO

RESPONDENTS

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

ANSWER

Comes now the Respondents in the above styled cause and file their answer to the Complainants' amended Bill of Complaint:

1.

They admit the allegations of Section 1.

2.

They admit the allegations of Section 2.

3.

They deny the allegations of Section 3.

4.

They neither admit nor deny the allegations of Section 4.

5.

They admit the allegations of Section 5 and say that the Three Hundred (\$300.00) Dollars has remained in the hands of J. E. Gooden, the person named in the Complainants' Exhibit A, since the date it was paid; that they disclaim all right to this money and now offer to return it to the Complainants.

6.

For answer to Section 6, the Respondents say, that at the time the written contract was entered into the Respondent Jerry Vasko, was recuperating from a serious injury, the the Respondent, Mildred E. Vasko, was pregnant and expecting to bear a child at any time; that the Respondents were in dire need of money. The Respondents aver that the Complainants knew this and knew that time for performance of the contract was of the essence. That on February 17, 1955, the day the written contract was entered into, the Complainant and respondents agreed orally that this contract would be consummated within four or five days. The Respondents aver that an abstract showing merchantable title to the lands described

in the Complaint was delivered to J. E. Gooden for the use of the Complainants on February 17, 1955. They further aver that they were ready, willing and able to execute a warranty deed to the Complainants four days after February 17, 1955; that they were ready, willing and able to execute a warranty deed to the Complainants five days after February 17, 1955. That the Complainants were not ready to consummate the contract at either of these times; that they did not have nor tender the Respondents the purchase price at either of these two times. That the Complainants then agreed to consummate the contract, in the office of J. E. Gooden on to-wit, the 1st day of March, 1955. That the Respondents went to the office of J. E. Gooden on this date and were ready, willing and able to execute a warranty deed to the Complainants at that time; that the Complainants failed to appear at J. E. Gooden's office and failed to tender the purchase price on this date. That the Complainants then agreed to pay the purchase price in full, at the home of the Respondents on to-wit the 4th day of March, 1955; that the Respondents stayed at home on this date for the purpose of carrying out the terms of this contract; that the Complainants again failed to appear and failed to tender the purchase price. The Respondents aver that the oral agreement of the Complainants to consummate the contract on to-wit the 1st day of March, 1955, and on to-wit, the 4th day of March, 1955; so modifies it, that the Complainants are not now entitled to specific performance.

The Respondents aver that they have never refused to refund the Complainants' \$300.00, and now offer to return it to them.

7.

The Respondents deny the allegations of Section 7.

8.

For further answer to the Complaint the Respondents say: that this contract is one for the sale of land; that it is not executed in the manner required by statutes for the conveyance of real estate.

9.

The Respondents further aver that the contract, referred to in the Complaint, is for the conveyance of land which the Respondents aver to be their homestead. The Respondents further aver that Mildred E. Vaske is a

married woman and is the wife of Jerry Vaske; that she is not willing to execute any instrument conveying her homestead interest in this land. The Respondents further aver that the Court is without authority to compel her to convey her interest in this land, and is without authority to convey the land for her or cause the same to be conveyed.

Wilters & Brantley

BY:

John M Brantley
Solicitors for the Respondents

3494

RECORDED

MILAN R. NORTHROP AND
LCRENA G. NORTHROP

COMPLAINANTS

VS

JERRY VASKO AND
MILDRED E. VASKO

RESPONDENTS

ANSWER

FILED

NOV 21 1955

ALICE J. DICK, Clerk

[Handwritten signature]

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MILAN R. NORTHROP AND LORENA
G. NORTHROP

COMPLAINANTS

VS

JERRY VASKO AND
MILDRED E. VASKO

RESPONDENTS

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

PLEA AND ANSWER

Comes now the Respondent in the above styled cause and for Plea and Answer to the Complainants amended complaint says as follows:

1.

That they admit the allegations contained in Section 1 thereof.

2.

That they admit the allegations contained in Section 2 thereof.

3.

The Respondents aver that the lands described in the contract "Complainants Exhibit A", are not described with sufficient certainty to entitle the Complainants to specific performance of said contract.

4.

The Respondents further aver that they delivered an abstract showing merchantable title to the lands described in the complaint, to J. E. Gooden, agent of the Complainants, on to-wit, the 17th day of February, 1955; that the Complainants then agreed to consummate the contract, in the office of J. E. Gooden on to-wit, the 8th day of March, 1955. That the Respondents went to the office of J. E. Gooden on this date and were ready, willing and able to execute a warranty deed to the Complainants at that time; that the Complainants failed to appear at J. E. Gooden's office and failed to tender the purchase price on this date. That the Complainants then agreed to pay the purchase price in full, at the home of the Respondents on to-wit the 11th day of March, 1955; that the Respondents stayed at home on this date for the purpose of carrying out the terms of this contract; that the Complainants again failed to appear and failed to tender the purchase price. The Respondents aver that the oral agreement of the Complainants to consummate the contract on to-wit the 8th day of March, 1955, and on to-wit, the 11th day of March, 1955; so modifies it, that the Complainants are not now entitled to specific performance.

5.

The Respondents say further that this contract is one for the sale of land; that it is not executed in the manner required by statutes for the conveyance of real estate.

6.

The Respondents further aver that the contract, referred to in the complaint, is for the conveyance of land which the Respondents aver to be their homestead. The Respondent further aver that Mildred E. Vasko is a married woman and is the wife of Jerry Vasko; that she is not willing to execute any instrument conveying her homestead interest in this land. The Respondents further aver that the Court is without authority to compel her to convey her interest in this land, and is without authority to convey the land for her or cause the same to be conveyed.

Respectfully submitted,

Wilters & Brantley

BY: J. Albert M. Brantley
Solicitors for the Respondents

3494
RECORDED

MILAN R. NORTROP AND
LORENA G. NORTROP

COMPLAINANTS

VS

JERRY VASKO AND
MILDRED E. VASKO

RESPONDENTS

PLEA AND ANSWER

FILED
AUG 3 1955

ALLEN A. HUCK, Registrar

114-910-55

MILAN R. NORTHROP and LORENA G. NORTHROP,

Complainants,

VS.

JERRY VASKO and MILDRED E. VASKO,

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

AMENDED COMPLAINT

Now come the Complainants in the above styled cause and amend the Bill of Complaint heretofore filed in this cause so that as amended the said Bill of Complaint will read as follows:

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

Your Orators, Milan R. Northrop and Lorena G. Northrop present this Bill of Complaint against Jerry Vasko and Mildred E. Vasko and thereupon your Orators complain and show unto the court and your honor as follows:

1. Your Orators are each over twenty one years of age and are residents of Baldwin County, Alabama.

2. The Respondents, Jerry Vasko and Mildred E. Vasko are each over twenty one years of age and are each residents of Baldwin County, Alabama.

3. On to-wit, February 17, 1955, your Orators and the Respondents entered into a written agreement whereby the Respondents agreed to sell and your Orators agreed to buy the following described property situated in Baldwin County, Alabama, to-wit: "The Jerry Vasko property located on Cow Pen Creek in Section 31, Township 6 South of Range 3 East. Consisting of Lot 150 x 700 with all improvements including buildings and pump". Your Orators further aver that the said Jerry Vasko only owns one parcel of property on Cow Pen Creek in Section 31, Township 6 South, Range 3 East and the said property is described as follows, to-wit:

From a point on the section line between Sections 31 and 32, Township 6 South, Range 3 East, said point being 417 feet North of the Southeast corner of Section 31 and which point lies on the West bank of Fish River; thence run West 972 feet to the East side of a road; run North 300 feet to a corner; run thence North 61 degrees 30 minutes West along the North side of a 30 foot road 1470 feet to the point or place of beginning; run thence North 8 degrees East 700 feet to a corner of Cow Pen Branch; run thence Northerly and following the meanders of the South bank of Cow Pen Branch

a distance of 150 feet to the Northeast corner of the Jackson F. Beaty lot; run thence South 4 degrees 30 minutes West 615 feet to a corner on the North side of the above mentioned road; thence run South 61 degrees 30 minutes East 110 feet to the point or place of beginning and containing 1.8 acres, more or less.

A copy of the said written agreement is hereto attached, marked "Exhibit A" and by reference made a part hereof as though fully incorporated herein. Your Orators have complied in all respects with the said written agreement and on to-wit, March 4, 1955, offered to pay the balance of the said purchase price, (\$3400.00) to the said Respondents and the said Respondents, Jerry Vasko and Mildred E. Vasko advised your Orators that they would not execute and deliver the warranty deed as set out in the said written agreement.

4. Your Orators offer to do equity.

PRAYER FOR PROCESS

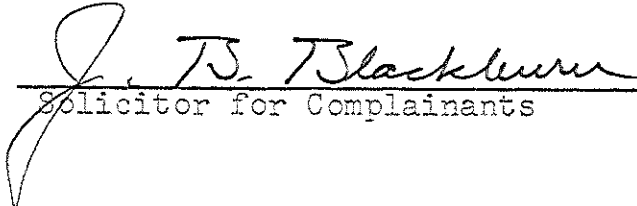
Your orators pray that the court will take jurisdiction of the cause made by this Bill of Complaint and that due notice thereof be given to the Respondents Jerry Vasko and Mildred E. Vasko, in the form and manner prescribed by law, requiring them to appear and plead, answer or demur to the said Bill of Complaint within the time and under the pains and penalties prescribed by law and the rules of this honorable court.

PRAYER FOR RELIEF

The premises considered, your Orators pray for the following separate and several relief:

1. That the Respondents, Jerry Vasko and Mildred E. Vasko, be made to specifically perform the said contract with your Orators and convey the above described property to your Orators free of and from all liens and encumbrances.

2. Your Orators further pray for such other, further and general relief as they may be equitably entitled to, the premises considered.


Solicitor for Complainants

"EXHIBIT A"

J. E. GOODEN
REALTOR
FAIRHOPE, ALABAMA

BOOK 017 PAGE 411

2 - 17 - 1955

Mr. Milan R. Northrop
and Mrs. Lorena G. Northrop

This will acknowledge receipt of \$300.00 as earnest money to apply on the purchase of the Jerry Vasko property located on Cow Pen Creek in Section 31, Township 6 South of Range 3 east. consisting of Lot 150 by 700 with all improvements including buildings and pump.

I accept this earnest money subject to the acceptance of your offer by the owner. Your offer being \$3,700.00 cash if the owner will accept your offer we will proceed to deliver to you the abstract showing Merchantable title, if your offer is refused we will refund to you the earnest money of \$300.00 if title is good then you are to pay the remaining \$3,400.00 and receive a Warranty Deed executed by the owners.

If for any reason the title is not good and can not be we will refund to you the \$300.00 earnest money.

But this title is Merchantable and you should default in the payment of the balance of \$3,400.00 then the earnest money of \$300.00 will be forfeited by you and retained by seller and Agent as liquidated damages.

I accept the above agreement

(S) MRS. LORENA G. NORTHROP	(S) J. E. GOODEN	Agent
(S) MILAN R. NORTHROP		Seller
		Seller

We accept this and give possession May 15th, 1955.

(S) MILAN R. NORTHROP	(S) JERRY VASKO
(S) LORENA G. NORTHROP	(S) MRS. MILDRED E. VASKO

MELAN R. NORTROP AND
LORENA G. NORTROP

COMPLAINANTS

VS

JERRY WASKO AND
MILDRED E. WASKO

RESPONDENTS

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

Comes now the Respondent in the above styled cause and demurs to the
Complainant's Complaint and for grounds therefor says:

1.

There is no equity in the bill.

2.

That the Complainants fail to allege that they are ready, willing and
able to pay the amount due under the contract, to the Respondent.

Walters & Brantley

BY:

J. Albert M. Brantley
Solicitors for the Respondents

RECORDED 3494

MILAN R. NORTHROP AND
LORENA G. NORTHROP

COMPLAINANTS

VS

JERRY VASKO AND MILDRED
E. VASKO

RESPONDENTS

DEMURRERS

FILED
APR 23 1955

ALICE L. DUCK, *clerk*

APR 23 1955

MILAN R. NORTROP AND
LORENA G. NORTROP

COMPLAINANTS

VS

JERRY VASKO AND
MILDRED E. VASKO

RESPONDENTS

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY

ANSWER

Comes now the Respondents in the above styled cause and amend their answer to the Complainants' Amended Complaint to read as follows:

1.

That they admit the allegations contained in Section 1 thereof.

2.

That they admit the allegations contained in Section 2 thereof.

3.

The Respondents further aver that they delivered an abstract showing merchantable title to the lands described in the complaint, to J. E. Gooden, agent of the Complainants, on to-wit, the 17th day of February, 1955; that the Complainants then agreed to consummate the contract, in the office of J. E. Gooden on to-wit, the 8th day of March, 1955. That the Respondents went to the office of J. E. Gooden on this date and were ready, willing and able to execute a warranty deed to the Complainants at that time; that the Complainants failed to appear at J. E. Gooden's office and failed to tender the purchase price on this date. That the Complainants then agreed to pay the purchase price in full, at the home of the Respondents on to-wit the 11th day of March, 1955; that the Respondents stayed at home on this date for the purpose of carrying out the terms of this contract; that the Complainants again failed to appear and failed to tender the purchase price. The Respondents aver that the oral agreement of the Complainants to consummate the contract on to-wit the 8th day of March, 1955, and on to-wit, the 11th day of March, 1955; so modifies it, that the Complainants are not now entitled to specific performance.

4.

The Respondents say further that this contract is one for the sale of land; that it is not executed in the manner required by statutes for the conveyance of real estate.

The Respondents further aver that the contract, referred to in the complaint, is for the conveyance of land which the Respondents aver to be their homestead. The Respondents further aver that Mildred E. Vasko is a married woman and is the wife of Jerry Vasko; that she is not willing to execute any instrument conveying her homestead interest in this land. The Respondents further aver that the Court is without authority to compel her to convey her interest in this land, and is without authority to convey the land for her or cause the same to be conveyed.

Respectfully submitted,

Wilters & Erantley

BY:

J. Allen M. Brantley
Solicitors for the Respondents

RECORDED

3494

MILAN R. NORTHROP AND
LORNA G. NORTHROP

COMPLAINANTS

VS

JERRY VASKO AND
MILDRED E. VASKO

RESPONDENTS

ANSWER

FILED

OCT 26 1955

ALICE J. DUCK, Register

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Jerry Vasko and Mildred E. Vasko to appear within thirty days from the service of this writ in the Circuit Court to be held for said County, Equity Side, at the place of holding same, then and there to plead, answer or demur to the Bill of Complaint filed against them by Milan R. Northrop and Lorena G. Northrop.

WITNESS my hand this 24 day of March, 1955.

 A. J. French
Register.

The Respondents are residents of Fairhope, Alabama.

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

Your Orators, Milan R. Northrop and Lorena G. Northrop
present this Bill of Complaint against Jerry Vasko and Mildred E.
Vasko and thereupon your Orators complain and show unto the court
and your honor as follows:

1. Your Orators are each over twenty one years of age and
are residents of Baldwin County, Alabama.

2. The Respondents, Jerry Vasko and Mildred E. Vasko are
each over twenty one years of age and are each residents of Baldwin
County, Alabama.

3. On to-wit February 17, 1955, your Orators and the
Respondents entered into a written agreement whereby the respondents
agreed to sell and your Orators agreed to buy the following des-
cribed property situated in Baldwin County, Alabama, to-wit: "The
Jerry Vasko property located on Cow Pen Creek in Section 31, Town-
ship 6 South of Range 3 East. Consisting of Lot 150 x 700 with all
improvements including buildings and pump". Your Orators further
aver that the said Jerry Vasko only owns only owns one parcel of
property on Cow Pen Creek in Section 31, Township 6 South, Range 3
East and the said property is described as follows, to-wit:

From a point on the section line between Sections 31 and
32, Township 6 South, Range 3 East, said point being 417
feet North of the Southeast corner of Section 31 and which
point lies on the West bank of Fish River; thence run West
972 feet to the East side of a road; run North 300 feet to
a corner; run thence North 61 degrees 30 minutes West along
the North side of a 30 foot road 1470 feet to the point or
place of beginning; run thence North 8 degrees East 700 feet
to a corner of Cow Pen Branch; run thence Northerly and
following the meanders of the South bank of Cow Pen Branch
a distance of 150 feet to the Northeast corner of the Jack-
son F. Beaty lot; run thence South 4 degrees 30 minutes
West 615 feet to a corner on the North side of the above-
mentioned road; thence run South 61 degrees 30 minutes East
110 feet to the point or place of beginning and containing
1.8 acres, more or less.

A copy of the said written agreement is hereto attached, marked
"Exhibit A" and by reference made a part hereof as though fully
incorporated herein. Your Orators have complied in all respects
with the said written agreement and on to-wit, March 4, 1955,
offered to pay the balance of the said purchase price, (\$3400.00)

to the said Respondents and the said Respondents, Jerry Vasko and Mildred E. Vasko advised your Orators that they would not execute and deliver the warranty deed as set out in the said written agreement.

4. Your Orators offer to do equity and are ready, able and willing to pay such amount as may be decreed by the court to be due by the Respondents.

PRAYER FOR PROCESS

Your Orator prays that the court will take jurisdiction of the cause made by this Bill of Complaint and that due notice thereof be given to the Respondents Jerry Vasko and Mildred E. Vasko, in the form and manner prescribed by law, requiring them to appear and plead, answer or demur to the said Bill of Complaint within the time and under the pains and penalties prescribed by law and the rules of this honorable court.

PRAYER FOR RELIEF

The premises considered, your Orators pray for the following separate and several relief:

1. That the Respondents, Jerry Vasko and Mildred E. Vasko, be made to specifically perform the said contract with your Orators and convey the above described property to your Orators free of and from all liens and encumbrances.

2. Your Orators further pray for such other, further and general relief as they may be equitably entitled to, the premises considered.


Solicitor for Complainants

"EXHIBIT A"

J. E. GOODEN
REALTOR
FAIRHOPE, ALABAMA

BOOK 017 PAGE 407

2 - 17 - 1955

Mr. Milan R. Northrop
and Mrs. Lorena G. Northrop

This will acknowledged receipt of \$300.00 as earnest money to apply on the purchase of the Jerry Vasko property located on Cow Pen Creek in Section 31 township 6 South of Range 3 east. consisting of Lot 150 by 700 with all improvements including buildings and pump.

I accept this earnest money subject to the acceptance of your offer by the owner. Your offer being \$3,700.00 cash if the owner will accept your offer we will proceed to deliver to you the abstract showing Merchantable title, if your offer is refused we will refund to you the earnest money of \$300.00 if title is good then you are to pay the remaining \$3,400.00 and receive a Warranty Deed executed by the owners.

If for any reason the title is not good and can not be we will refund to you the \$300.00 earnest money.

But if title is Merchantable and you should default in the payment of the balance of \$3,400.00 then the earnest money of \$300.00 will be forfeited by you and retained by seller and Agent as liquidated damages.

I accept the above agreement

<u>(S) MRS. LORENA G. NORTHROP</u>	<u>(S) J. E. GOODEN</u>	Agent
<u>(S) MILAN R. NORTHROP</u>	_____	Seller
	_____	Seller

We accept this and give possession May 15th, 1955.

<u>(S) MILAN R. NORTHROP</u>	<u>(S) JERRY VASKO</u>
<u>(S) LORENA G. NORTHROP</u>	<u>(S) MRS. MILDRED E. VASKO</u>

Interest on \$3400.00 at six percent from March 4, 1955, through November 18, 1955, being eight months and fourteen days, is \$143.90.

The daily interest on \$3400.00 at 6% is 57¢ per day.

JIMMY FAULKNER
AND
BILL STEWART
PUBLISHERS

THE BALDWIN TIMES

BALDWIN COUNTY

Alabama's Best County's Best Newspaper

BAY MINETTE, ALABAMA

E. R. MORRISSETTE, JR.
EDITOR-MANAGER

LEGAL NOTICE

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABA-
MA IN EQUITY. NO. 3494.

Milan R. Northrop and Lorena
G. Northrop, Complainants, vs.
Jerry Vasko and Mildred E. Vas-

NOTICE:

Under and by virtue of a de-
cree in the above styled cause
rendered on the 20th day of De-
cember, 1955, by the Circuit Court
of Baldwin County, Alabama in
Equity, I will, to satisfy said de-
cree, sell to the highest and best
bid for cash, at public sale, at the
Courthouse door of Baldwin
County, Alabama, at 11:00 o'clock

A. M., on Tuesday, the 27th day
of November, 1956, the following
described property situated in
Baldwin County, Alabama, to-
wit:

From a point on the section line
between Sections 31 and 32,
Township 6 South, Range 3 East,
said point being 417 feet north of
the Southeast corner of Section
31 and which point lies on the
West bank of Fish River; thence
run West 972 feet to the East Side
of a road; run North 300 feet to
a corner; run thence North 61 de-
grees 30 minutes West along the
North side of a 30-foot road 1470
feet to the point or place of be-
ginning; run thence North 8 de-
grees East 700 feet to a corner of
Cow Pen Branch; run thence
Northerly and following the me-
anders of the South bank of Cow
Pen Branch a distance of 150 feet
to the Northeast corner of the
Jackson F. Beaty lot; run thence
South 4 degrees 30 minutes West
615 feet to a corner on the North
side of the above mentioned road;

thence run South 61 degrees 30
minutes East 110 feet to the point
or place of beginning, and con-
taining 1.8 acres, more or less.

Dated this 27th day of October,
1956.

ALICE J. DUCK,
Register of the Circuit
Court of Baldwin County,
Alabama, in Equity.

42-3tc

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA.
BALDWIN COUNTY.

E. R. Morrisette, Jr. being duly sworn, deposes and says
that he is the EDITOR of THE BALDWIN TIMES, a Weekly Newspaper published
at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Northrop vs. Vasko

COST STATEMENT

@ 5 cents \$ 15¹⁰
correct, due and unpaid (paid).

E. R. Morrisette, Jr.
Editor.

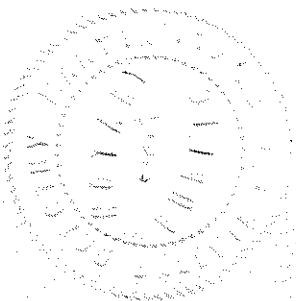
was published in said newspaper for 3 consecutive weeks in the following issues:

Date of 1st publication Nov 1, 1956 Vol 67 No 42
Date of 2nd publication Nov 8, 1956 Vol 67 No 43
Date of 3rd publication Nov 15, 1956 Vol 67 No 44
Date of 4th publication _____, 195____ Vol _____ No _____

Subscribed and sworn before the undersigned this 15 day of Nov, 1956

Warren Martin
Notary Public, Baldwin County.

E. R. Morrisette, Jr.
Editor.



J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

November 21, 1956

Mrs. Alice J. Duck
Register
Bay Minette, Alabama

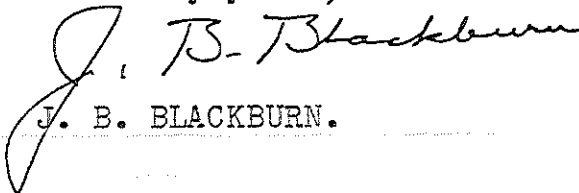
Dear Mrs. Duck:

The amount of \$3700.00 which was decreed to be due to the complainants by the respondents in the case of Milam R. Northrop et al., v. Jerry Vasko and Mildred E. Vasko, respondents, in the decree dated December 20, 1955, has been paid by the said respondents to the said complainants.

The amounts due as shown in paragraph 2 of the said decree are the only amounts which remain to be paid by the respondents to the complainants which amounts total \$293.90. The interest on this amount for eleven months and one day is \$16.22, making a total amount due of \$310.12.

The respondents should also pay the costs of the proceeding.

Sincerely yours,


J. B. BLACKBURN.

JBB:am

CC: Mr. Tolbert M. Brantley
Attorney at Law
Bay Minette, Alabama