

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,  
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon C.N.Waldemar and L.S.Waldemar,

of Baldwin County, to be and appear before the Judge of the Circuit Court of  
Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to  
answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

William A. Peterson,

against said

C.N.Waldemar and L.S.Waldemar,

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 19th day of April

1918.

*T. W. Richerson*

Register.

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

*Original*

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Serve on.....

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,  
IN EQUITY.

Received in office this 19th

No.....

day of April 1918

*C. E. Eubanks*

SUMMONS.

Sheriff.

William A Peterson

Executed this 7 day of

*May*

1918

by leaving a copy of the within Summons with

*C. N. Waldemar*  
*L. S. Waldemar*

Defendant

*C. E. Eubanks*

Sheriff

vs.

C. N. Waldemar and

By

L. S. Waldemar,

Deputy Sheriff.

*Silver Hill*  
*Ala*

Rickarby Austill and Bebee.

Solicitor for Complainant.

Recorded in Vol. Page

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Original Bill

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W<sup>m</sup> A. Petersen

by  
C. N. & L. S. Waldman,

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Filed April 19, 1918.

J. W. Peterson

Register

Exhibit "A"

THIS INDENTURE WITNESSETH, That the Grantor,  
Arthur Carlson, of the City of Rockford, in the County  
of Winnebago, and State of Illinois, for and in con-  
sideration of the sum of One Dollar, and other good  
and valuable considerations Dollars, in hand paid, con-  
veyed to C.N. Waldemer of Silver Hill, County of Bald-  
win and State of Alabama, the following described real  
estate, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of the Southeast  
Quarter (SE $\frac{1}{4}$ ) of Section Twenty-two (22), Township Six  
(6) South, Range Three (3) East of St. Stephens P M,  
forty (40) acres more or less, situated in the County  
of Baldwin in the State of Alabama.

Hereby releasing and waiving all rights under  
and by virtue of the Homestead Exemption Laws of this  
State.

Dated this 15th day of April A.D. 1914.

Arthur Carlson. (Seal)

STATE OF ILLINOIS ) ss  
COUNTY OF WINNEBAGO.)

I, Chas. A. Hillner, a Notary Public in and  
for said County in said State, do hereby certify that  
Arthur Carlson, a bachelor, personally known to me to be  
the same person whose name are subscribed to the foregoing  
instrument, appeared before me on this day in person and  
acknowledged that he signed, sealed and delivered the said  
instrument as his free and voluntary act for the uses and  
purposes therein set forth, including the release and waiver  
of the right of homestead. Given under my hand and seal  
this 15th day of April A.D. 1914.

(Seal)

Chas. A. Hillner,  
Notary Public.

My commission expires April 22, 1917.

TO THE HONORABLE ARTHUR E. GAMBLE,  
JUDGE OF THE CIRCUIT COURT OF  
BALDWIN COUNTY, SITTING IN EQUITY:

Your Orator, WILLIAM A PETERSON, a resident of the city of Chicago, and over the age of twenty-one years, by this, his bill of complaint exhibited against C. N. WALDEMAR and L. S. WALDEMAR, his wife, who are also over the age of twenty-one years, and residents of Silver Hill, Baldwin County, Alabama, shows unto your Honor:

FIRST: That Orator is in peaceable possession of the South-west Quarter of the South-east Quarter of Section Twenty-two, Township Six South of Range Three East in Baldwin County, Alabama.

SECOND: That C. N. Waldemar, who for convenience will hereafter be called the Respondent, claims, or is reputed to claim, some right, title and interest in or to said land or encumbrance upon the same, or a part thereof, and Orator now calls upon Respondent to set forth and specify his claim, interest or title to said land, and how and by what instrument or means the same is derived or created.

That no suit is now pending to enforce, test or determine the validity of the claim, interest, title, or encumbrance of Respondent, or the title of the Complainant.

THIRD: Orator further shows that on or about the fifteenth day of April, Nineteen Hundred and Fourteen, one ARTHUR CARLSON, at that time in possession of the land above described, borrowed from Respondent the sum of SIX HUNDRED DOLLARS for which he and one Charles Carlson gave their promissory note, due one year from date with six per cent interest; and to secure the payment of said note, Arthur Carlson executed and delivered to Respondent a deed to the above described land, receiving in return as evidence of the fact that said deed was intended as a mortgage, an instrument in writing signed by C. N. Waldemar and reading as follows:

"April 15th, 1914, a Warranty Deed is given by Arthur Carlson to C. N. Waldemar on the S. W. 1/4 of the S. E. 1/4 of Sec. 22-6-3, Baldwin County, Alabama, as security on a note of \$600.00 of even date herewith, signed by Charles E. Carlson and Arthur Carlson. Above described land is to be deeded back when the \$600.00 note is paid in full.

C. N. Waldemar."

A copy of said deed is hereto attached, made a part of this bill, and marked exhibit "A".

FOURTH: That the Six Hundred Dollar note, above described, was not paid at maturity and on, to wit, the 25th day of October, 1915, Respondent brought suit thereon in the Circuit Court of Baldwin County, and to satisfy the judgment so obtained, levied upon all the land which Arthur Carlson then owned in Baldwin County, which said land was sold under legal process, and out of the proceeds of said sale Respondent's judgment, with interest and costs, was paid in full. The lands so sold under execution, not including the forty acres described in paragraph one of this bill.

FIFTH: That subsequent to the execution sale above described, Orator purchased from Arthur Carlson all lands owned by him in Baldwin County, including Carlson's right of redemption in the land sold under execution, and the forty acres here involved, receiving Warranty Deed therefor.

SIXTH: That he redeemed the lands sold under execution and has tendered to Respondent a quit-claim deed purporting to convey to Orator the forty acres now in suit, which said deed Respondent and his wife have refused to execute, though Orator has offered, and hereby renews said offer, to pay to Respondent any legal charge which may properly be asserted against said land, so that the deed heretofore made by Carlson as security for a debt long since settled, remains a cloud and encumbrance upon Orator's title.

TO THE END THEREFORE that equity be done in the premises, Orator prays that C. N. Waldemar and L. S.

Waldemar, his wife, be made parties defendant, and by appropriate process be required to appear before this Honorable Court within the time prescribed by law, then and there to plead, answer or demur to this bill of complaint, and abide such orders and decrees as to this Honorable Court seem right and proper.

Your Orator further prays that upon consideration of the premises, this Honorable Court will establish the title of Orator in and to the above described land, find and a decree that the Respondents have no claim, interest, or title thereto, or encumbrance thereon, require Respondents, C. N. Waldemar, and L. S. Waldemar, his wife, to convey said lands to Orator as the grantee of Arthur Carlson, and failing to do so within a reasonable time, that the Register of this Court be instructed, at Respondents' expense, to convey to Orator such lands by proper instrument or conveyance, and grant to Orator such other, further or different relief as to equity may seem meet.

And, as in duty bound, Orator will ever pray, etc.

*Oliver Kirby Austell & Beebe*  
Solicitors for Complainant.

Respondents are required to answer each and every paragraph of the foregoing bill of complaint, but oath to such answer is hereby waived.

*Oliver Kirby Austell & Beebe*  
Solicitors for Complainant.