

CRAFT CO., INC.,
Complainant

VS

SILVERKING RESTAURANT, INC.,
FLOYD E. WOOLEY, and CLARENCE
V. EVANS, jointly and indivi-
dualy,

Respondents

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

MOTION TO STRIKE:

Comes now the Complainant in the above styled cause and moves
the Court to strike the name of Clarence V. Evans as party respon-
dent in this cause.

Filed
4-29-59


Solicitor for Complainant

CRAFT CO. INC. ⁴⁴⁸⁰

Complainant

-VS-

SILVERKING RESTAURANT, INC.
FLOYD E. WOOLEY, and CLARENCE
E. EVANS, jointly and ind.

Respondents

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

MOTION TO STRIKE

FILED

APR 29 1959

ALICE J. DUCK, CLERK
REGISTER

#2.52

FILED

MAR 16 1958

ALICE J. DUCK, CLERK
REGISTER

CRAFT COMPANY INCORPORATED,
a Corporation,

Complainant,

VS.

SILVERKING RESTAURANT, INC.,
a Corp., and FLOYD E. WOOLEY,

Defendants.

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

IRVIN P. CRAFT, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. DUCKs.

- Q. Please state your name?
- A. Irvin P. Craft.
- Q. Are you President of Craft Company, Incorporated?
- A. Yes sir.
- Q. Is that a Corporation organized and existing under the Laws of Alabama?
- A. That is right.
- Q. Are you personally acquainted with the respondent, Floyd Wooley?
- A. Yes sir.
- Q. Is he over the age of 21 years?
- A. As far as I know, yes.
- Q. He is a resident of Mobile County, Alabama?
- A. Yes sir.
- Q. Are you acquainted with Silverking Restaurant, Inc., a Corporation?
- A. Yes sir.
- Q. Is that a Corporation organized and existing under the laws of the State of Alabama?
- A. As far as I know, yes.
- Q. On or about the 20th day of January, 1958, did your Company enter into a contract with the Respondent, Floyd E. Wooley and Silverking Restaurant, Inc., jointly to do certain

Electrical and plumbing work in a building to be constructed on the property of the Silver King property on the causeway?

A. Yes sir.

Q. Was the sum total \$8,329.92?

A. That is what the work came to.

Q. Under the oral contract?

A. Yes sir.

Q. Subsequent to that time, on or about the 14th day of May 1959, did you enter into a written contract with the Respondent, Floyd E. Wooley on a lighting fixtures and complete heating and air conditioning system in this building?

A. Yes sir.

Q. Was the total price of this wiring agreement \$4,726.16?

A. Yes sir.

Q. Now Mr. Craft, I will ask you, did the Respondent, Clarence V. Eavns, pay on these contracts down to and --- down to the sum of \$8,854.55?

A. That is the balance due now.

Q. I will ask you, did your work enhance the value of the building to the extent of \$8,854.44?

A. Yes.

Q. Did you, on or about the 15th day of January, 1959, file a statement in writing, certified by your oath as President of Craft Company, Inc., claiming a lien separately and severally as to the building and the improvements on this property?

A. That is right.

Q. To your knowledge Floyd E. Wooley and Silver King Restaurant have not filed an answer?

A. That is right.

Q. Do you still declare a lien on the building and the improvements against the two respondents, Floyd E. Wooley and Silver King Restaurant?

A. That is right.

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

I hereby certify that the foregoing, consisting of pages 1 and 2 is a true and correct transcript of the testimony taken by me in open court in the above styled cause on the 9th day of March
February, 1959.

This 16th day of March, 1959.

Louise H. H. H.
Official Court Reporter

CRAFT COMPANY INCORPORATED,
a corporation.

Complainant

-VS-

SILVERKING RESTAURANT, INC.
A Corp., and FLOYD E. WOOLEY,

Defendants

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

D E C R E E

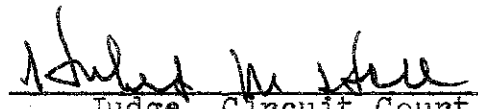
This cause coming on to be heard was submitted upon Bill of Complaint, Decree Pro Confesso on Personal Service against Silverking Restaurant, Inc. a corporation, and Floyd E. Wooley, and testimony as noted by the Register, and upon consideration thereof, the Court is of the opinion that the Complainant is entitled to the relief prayed for in said bill.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED, that the Plaintiff have and recover a personal judgement against the Defendants Silverking Restaurant, Inc., a corporation, and Floyd E. Wooley, for the sum of EIGHT THOUSAND EIGHT HUNDRED FIFTY and 44/100 (\$8,854.44) DOLLARS, with interest thereon. And that the Plaintiff has a first, valid and subsisting lien upon the following described real estate, situated in Baldwin County, State of Alabama, to-wit: with the improvements thereon

Commencing at a point on the North right of way line of the Cochrane Bridge or causeway, which point is 20 feet East of the intersection of the East line of the front porch of the "Silverking" as now constructed, or the projection of such east line, which point is marked by an iron pipe set in a concrete block; thence running westwardly along the said north right of way line of said Cochrane Bridge or causeway 275 feet to the East line of a lot heretofore conveyed by F. I Spaulding Jr., and wife, to Lawrence P. Stauter by Deed dated December 23, 1943, and recorded in Deed Book 126, page 283-4 of the Probate Records of Baldwin County, Alabama; thence running Northwardly and along the East line of said property of Stauter 200 feet to an iron pipe; Thence Eastwardly and parallel with the North right of way line of said Cochrane Bridge or causeway 25 feet more or less to the margin of the Chacatooshee Bay; thence running Eastwardly and Southeastwardly along the margin of said Chacatooshee Bay to a point which is in a line drawn to the point of beginning and drawn perpendicularly to the said North right of way line of said Cochrane Bridge or causeway; and thence Southwardly to the point of beginning; said property being a part of fractional section 20, Township 4 South, Range 1 East.

That the said lien be, and is hereby, foreclosed; that the two hereinabove named Respondents, and each of them, be, and are hereby, barred and forever estopped from having or claiming to have any right, title, interest or lien in or to said described real estate, or any party thereof, adverse to Plaintiff's said lien; that the said described premises, or so much of them as shall be necessary to satisfy the said sum, shall be sold, as by law and the rules of this Court provided, by the Sheriff of said County; that the purchaser or purchasers at said sale be at once placed in possession of said premises by said Sheriff; that execution issue for any deficiency which may remain, against the property of said Floyd E. Wooley, and Silverking Restaurant, Incorporated, It is further ordered that the Respondents pay the cost herein to be taxed, for which execution may issue.

This the 16th day of March, 1959.



Judge, Circuit Court
In Equity.

THE STATE OF ALABAMA, }
Baldwin County } No. _____ Circuit Court, In Equity.

~~CRAFT CO. INC., A CORPORATION~~ Complainant....

Vs.

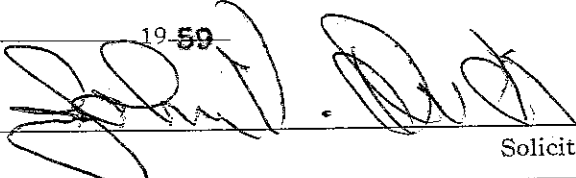
~~SILVERKING RESTAURANT INC. A CORP. and FLOYD E. WOOLEY~~ Defendant....

Motion is hereby made for a Decree Pro Confesso against ~~Floyd E. Wooley and Silverking~~

~~Restaurant, Inc. a Corporation.~~ Defendant....

in the above stated cause, on the ground that more than thirty days have elapsed since service of summons upon said Defendants....; and that said summons was duly served according to law, and that said Defendant, have failed to demur, plead to or answer the Bill of Complaint in this cause to this date.

This 7th day of March 19 59


Solicitor.

No. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, In Equity

CRAFT CO. INC. a corp.

Vs.

SILVERKING RESTAURANT, INC.

A Corp. & FLOYD E. WOOLEY

Motion for Decree Pro Confesso on
Personal Service

Filed 3-7 1959

Beigf...
Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

~~GRAFT CO. INC, a corporation~~
 Complainant,
 Vs.
~~SILVERKING RESTURANT, INC, a~~
 corp. & ~~FLOYD E.~~ Respondent.
 WOOLEY

In the Circuit Court.
 In Equity No. _____

DECREE PRO CONFESSO ON PERSONAL SERVICE

In this cause, it appears to the Register, that service was had on the Respondent ~~is Floyd E.~~
~~Wooley, and Silverking Restaurant Inc. a corporation~~

by the Sheriff of Baldwin County, on the 24th day of January
 19 59.

And it futher appears to the Register, that the said ~~Floyd E. Wooley and Silver-~~
~~king Restaurant, Inc. a corporation~~

_____ the Respondent ~~a~~, having to the date hereof,
 failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,
 on motion of Cunningham, Wilkins and John V. Duck Solicitors
 for Complainant, ordered, and decreed by the Register that the Bill of Complaint in this cause be,
 and it hereby is, in all things taken as confessed against the said ~~Floyd E. Wooley and Silver-~~
~~king Restaurant, Inc. a corporation.~~

This 9th day of March, 19 59.


 Register.

No. _____

**CIRCUIT COURT OF
BALDWIN COUNTY,
ALABAMA.
IN EQUITY**

CRAFT CO. INC. A CORP.

Complainant,

Vs.

SILVER KING RESTAURANT, INC.

A CORP. & FLOYD E. WOOLEY

Respondent.

**DECREE PRO CONFESSO ON
PERSONAL SERVICE**

Issued this _____ day of _____

19_____

Register.

1847

CRAFT COMPANY, INCORPORATED, a Corporation,		IN THE CIRCUIT COURT OF
Complainant,		BALDWIN COUNTY, ALABAMA
-vs-		
FLOYD. E. WOOLEY, CLARENCE V. EVANS, and SILVER KING RESTAU- RANT, INCORPORATED, a Corpora- tion, jointly and severally,		IN EQUITY
Respondents.		

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

CRAFT COMPANY, INCORPORATED, a Corporation presents this Bill of Complaint against FLOYD E. WOOLEY, CLARENCE V. EVANS, SILVER KING RESTAURANT, INCORPORATED, a corporation, jointly and severally, and thereupon Complainant shows unto the Court and Your Honor as follows:

I.

That your Complainant is a corporation organized and existing under the laws of Alabama, with its principal place of business at Daphne, in Baldwin County, Alabama. That the Respondent Floyd E. Wooley, is over the age of twenty-one years and is a resident of 2517 Emogene Street, Mobile, Mobile County, Alabama. That the Respondent Clarence V. Evans is over the age of twenty-one years and is a resident of 2463 North Mount Island Drive, Mobile, Mobile County, Alabama. That the Silver King Restaurant, Incorporated, a corporation, is a corporation organized and existing under the Laws of Alabama and its principal place of business is in Baldwin County, Alabama.

II.

That heretofore on, to-wit, January 20, 1958, Complainant entered into a contract with the Respondents Floyd E. Wooley and the Silver King Restaurant, Inc., jointly and severally, to perform certain electrical and plumbing work in a building which was then and there being erected on the

following described real property situated in Baldwin County, Alabama, said property being described as follows, to-wit:

Commencing at a point on the North right-of-way line of the Cochrane Bridge or Causeway, which point is 20 feet East of the intersection of the East line of the front porch of the "Silver King" as now constructed, or the projection of such East line, which point is marked by an iron pipe set in a concrete block; thence running Westwardly along the said north right-of-way line of said Cochrane Bridge or Causeway 275 feet to the East line of a lot heretofore conveyed by F. I. Spaulding, Jr., and wife, to Lawrence P. Stauter by deed dated December 23, 1943, and recorded in Deed Book 126, pages 283-4 of the Probate Records of Baldwin County, Alabama, thence running Northwardly and along the East line of said property of Stauter 200 feet to an iron pipe; thence Eastwardly and parallel with the North right-of-way line of said Cochrane Bridge or Causeway 25 feet more or less to the margin of the Chacatoochee Bay; thence running Eastwardly and Southeastwardly along the margin of said Chacatoochee Bay to a point which is in a line drawn to the point of beginning and drawn perpendicularly to the said North right-of-way line of said Cochrane Bridge or Causeway; and thence Southwardly to the point of beginning; said property being a part of fractional Section 20, Township 4 South, Range 1 East.

Complainant avers that as consideration for the said work the Respondents, Floyd E. Wooley and the Silver King Restaurant, Inc. agreed to pay to Complainant the sum of EIGHT THOUSAND THREE HUNDRED TWENTY-NINE AND 92/100 (\$8,329.92) DOLLARS, such amount to be paid promptly upon completion of said work. Complainant further avers that it fully performed said contract and completed said work on, to-wit, July 24, 1958 and that although demand has been made on the said Respondents for payment of the contract price, Respondents have only paid the sum of TWO THOUSAND EIGHT HUNDRED NINE AND 69/100 (\$2,809.69) DOLLARS, and have failed and refused and do still fail and refuse to make payment of the balance thereon of FIVE THOUSAND FIVE HUNDRED TWENTY AND 23/100 (\$5,520.23) DOLLARS.

Complainant avers further that heretofore on, to-wit, May 14, 1958, Complainant entered into a written contract with Respondent, Floyd E. Wooley, to perform certain work and furnish certain labor and materials to install lighting fixtures and complete a heating and air conditioning system in the building located on the property heretofore described in

this bill of complaint. That as consideration for said work, labor and materials the Respondent, Floyd E. Wooley, agreed to pay therefor the sum of FOUR THOUSAND SEVEN HUNDRED TWENTY-SIX AND 16/100 (\$4,726.16) DOLLARS, said amount to be paid promptly upon the completion of said work. Complainant avers that it completed said work on July 21, 1958 and that the said contract has been fully performed. Complainant further avers that on, to-wit, June 26, 1958 a payment on said contract in the amount of FIFTEEN HUNDRED AND NO/100 (\$1,500.00) DOLLARS was paid by the Respondent, Clarence V. Evans; and that on, to-wit, the 28th day of June, 1958, a payment on said contract in the amount of ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS was paid by the respondent, Clarence V. Evans, but that no further payments have been made and that there exists at the present time a balance on said contract in the amount of TWO THOUSAND TWO HUNDRED TWENTY-SIX AND NO/100(\$2,226.00) DOLLARS, together with interest and attorneys' fees which said balance the Respondents Clarence V. Evans and Floyd E. Wooley have failed and refused to pay.

Complainant avers that on May 23, 1956 your Complainant entered into an oral agreement with the Respondent, Floyd E. Wooley, to maintain equipment then and there located in a building known as the old Silver King Restaurant located on the property heretofore described in this bill of complaint; that your Complainant from the 23rd day of July, 1956 until, to-wit, the 23rd day of July, 1958 did maintain said fixtures and equipment and that under this oral agreement there is still due and unpaid the amount of ONE THOUSAND TWO HUNDRED EIGHTY-ONE AND 73/100 (\$1,281.73) DOLLARS which sum of money together with the interest thereon is still unpaid.

III.

Complainant further avers that on May 8, 1958 a deed dated November 29, 1957 was filed for record in the Probate

Court of Baldwin County, wherein Mary T. Wooley, a widow, Floyd E. Wooley and Carol V. Wooley, his wife, and Betty F. Fehler and George Fehler, her husband, conveyed said property to Respondent Clarence V. Evans, a copy of said deed being attached hereto marked Exhibit "A". Said deed is recorded in Deed Book 265, page 208 of the records of said Probate Office. Subsequent thereto and on, to-wit, May 28, 1958, the said property was conveyed by Clarence V. Evans and wife, to the Respondent, Silver King Restaurant, Inc., a Corporation, by deed dated May 28, 1958, which said deed was filed for record on May 29, 1958 and is recorded in Deed Book 265 at pages 502-4 of the records of the Probate Court of Baldwin County, Alabama, a copy of which is attached hereto marked Exhibit "B".

Complainant further avers that at all times during the negotiations of the three contracts heretofore set out in this bill of complaint, the Respondent, Floyd E. Wooley was in peaceful possession of said property and that the Respondent, Clarence V. Evans, had notice that the Respondent, Floyd E. Wooley was erecting thereon a building and that on, to-wit, June 27, 1958 the Respondent Clarence V. Evans ratified the aforesaid contracts between your Complainant and your Respondent, Floyd E. Wooley, and that the said Respondent Clarence V. Evans, promised the Complainant that he would pay the Complainant for all work done by the Complainant on the new building located on the premises heretofore described and that the Respondent Clarence V. Evans has in fact made all of the payments under the written contract heretofore referred to and the electrical and plumbing oral agreement made by the respondent, Floyd E. Wooley.

IV.

Complainant avers that the Respondent Clarence V. Evans holds a vendor's lien on said property by vendor's lien deed dated May 28, 1959 and recorded in the Probate Court Records

of Baldwin County, Alabama, on May 28, 1958 in Deed Book 265, pages 402-4 of the records in the office of the Judge of Probate, Baldwin County, Alabama.

V.

Complainant avers that the improvements made to the property by the Complainant are inseparable from the land and the prior existing building thereon. Complainant further avers that the said improvements so placed on said land by it enhanced the market value of said property to an extent in excess of the costs of said improvements.

VI.

Complainant heretofore and on, to-wit, January 15, 1959 filed a statement in writing, duly verified by oath, in the office of the Judge of Probate of Baldwin County, Alabama, pursuant to Title 33, Section 31 of the Code of 1940, claiming a lien, separately and severally, as to the building and improvements on said real property to secure the indebtedness of EIGHT THOUSAND EIGHT HUNDRED FIFTY AND 44/100 (\$8,850.44) DOLLARS, together with interest thereon from, to-wit, July 23, 1958, this statement was filed within six months after the date the last item of materials and labor was furnished and used in the improvements made on said land, and was duly filed and recorded in said Probate Office.

PRAYER FOR PROCESS

To the end that equity may be done in the premises, complainant respectfully prays that the Silver King Restaurant, Inc., a Corporation, Floyd E. Wooley and Clarence V. Evans, separately and severally, be made party respondents to this bill of complaint, that due and appropriate legal process be issued and served upon them, requiring them to plead, answer or demur to this bill of complaint within the time required by law and in accordance with the rules and practices of this Honorable Court.

PRAYER FOR RELIEF

WHEREFORE, the premises considered, the Complainant prays that, upon hearing of this complaint, this Honorable Court will be pleased to decree that the Complainant has a lien separately and severally upon both the buildings and improvements thereon and the said real property, and that the Respondent, Silver King Restaurant, Inc., is indebted to the Complainant in the sum of EIGHT THOUSAND EIGHT HUNDRED FIFTY AND 44/100 (\$8,850.44) DOLLARS, with interest thereon from, to-wit, the 23rd day of July, 1958. Complainant prays that this Honorable Court will, in its decree, set a limit to the time in which the Respondents are required to pay to the Complainant the aforesaid sum, and decree, that on the failure of said Respondents to pay said sum within the time limit so fixed, then the said real property, together with the buildings and improvements thereon shall be sold at public outcry to satisfy the said lien of the Complainant and the proceeds of the sale be paid to the Complainant to the extent of the amount due the Complainant; and the Complainant further prays for such other, further and different relief as it may be entitled to receive.

CUNNINGHAM & WILKINS
Solicitors for Complainant

By *R. B. Wilkins*
R. B. WILKINS
709 Merchants Bank Bldg.
Mobile, Alabama

Respondents' Addresses:

Filed
1-16-59

John V. Duck
JOHN V. DUCK
Solicitor for Complainant

4481

The State of Alabama,
Baldwin County

PROBATE COURT

I, W. R. STUART, Judge of Probate Court in and for said State and County, hereby certify

that the within and foregoing _____ pages

contain a full, true and complete copy of the Deed from Mary T. Wooley, Floyd E. Wooley

and Carol V. Wooley and Betty F. Fehler and George Fehler to Clarence V. Evans

as the same appears of record in my office in Deed Book No. 265
page 208-9.

Given under my hand and seal of office, this 9th day of January, 19 59



Judge of Probate.

STATE OF ALABAMA
COUNTY OF BALDWIN

10 00
J. R. Stewart
Judge of Probate
By

BOOK
285
PAGE 208

KNOW ALL MEN BY THESE PRESENTS that Mary T. Wooley, a widow, Floyd E. Wooley and Carol V. Wooley, his wife, and Betty F. Fehler and George Fehler, her husband, the grantors, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations hereby acknowledged to have been paid to the said grantors by Clarence V. Evans, the grantee, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said grantee all that real property in the County of Baldwin, State of Alabama, described as follows:

Commencing at a point on the North right-of-way line of the Cochrane Bridge or Causeway, which point is 20 feet East of the intersection of the East line of the front porch of the "Silver King" as now constructed, or the projection of such East line, which point is marked by an iron pipe set in a concrete block; thence running Westwardly along the said North right-of-way line of said Cochrane Bridge or Causeway 275 feet to the East line of a lot heretofore conveyed by F. I. Spaulding, Jr. and wife to Laurence P. Stauter by deed dated December 23, 1943, and recorded in Deed Book 126, pages 283-4, of the Probate Records of Baldwin County, Alabama; thence running Northwardly and along the East line of said property of Stauter 200 feet to an iron pipe; thence Eastwardly and parallel with the North right-of-way line of said Cochrane Bridge or Causeway 25 feet, more or less, to the margin of the Chacatooshee Bay; thence running Eastwardly and Southeastwardly along the margin of said Chacatooshee Bay to a point which is in a line drawn through the point of beginning and drawn perpendicular to the said North right-of-way line of said Cochrane Bridge or Causeway; and thence Southwardly to the point of beginning, said property being a part of Fractional Section 20, Township 4 South, Range 1 East;

together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said grantee, his heirs and assigns, forever.

And, except as to the taxes hereafter falling due, the said Mary T. Wooley, Floyd E. Wooley, and Betty F. Fehler, for themselves, and for their heirs, executors and administrators, hereby covenant with the said grantee, his heirs and assigns, that they are seized of an indefeasible estate in fee simple in and to said property, that said property is free and

EXHIBIT "A"

clear of all encumbrances, and that they do hereby WARRANT AND WILL FOREVER DEFEND the title to said property unto the said grantee, his heirs and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals on this the 29th day of November, 1957.

BOOK 265 PAGE 209

Mary T. Wooley (SEAL)
Mary T. Wooley

Floyd E. Wooley (SEAL)
Floyd E. Wooley

Carol V. Wooley (SEAL)
Carol V. Wooley

Betty F. Fehler (SEAL)
Betty F. Fehler

George F. Fehler (SEAL)
George Fehler



State of Alabama)
County of Mobile)

I, the undersigned notary public in and for said state and county, hereby certify that Mary T. Wooley, Floyd E. Wooley, Carol V. Wooley, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this the 29th day of November 1957.

Samuel H. Tompkins
Notary Public, Mobile County, Alabama

State of Alabama)
County of Mobile)

I, the undersigned notary public in and for said state and county, hereby certify that Betty F. Fehler and George Fehler, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this 29th day of November, 1957.

Samuel A. Tompkins
Notary Public, Mobile

STATE OF ALABAMA,
COUNTY OF ~~MOBILE~~
BALDWIN

BOOK
265 PAGE 502

KNOW ALL MEN BY THESE PRESENTS, that Clarence V. Evans and Catherine

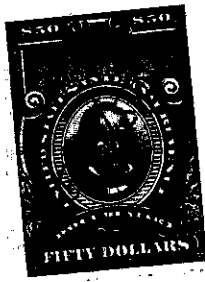
I. Evans, his wife, , the grantors , in consideration of

the sum of Sixty Thousand and No/100 Dollars (\$60,000.00), of which none

are hereby acknowledged to have been paid to the said grantor by Silver King Restaurant,

Inc., a corporation

do hereby grant, bargain, sell and convey unto the grantee all that real property in the County
Baldwin
of ~~Mobile~~, State of Alabama, described as follows:



Commencing at a point on the North right-of-way line of the Cochrane Bridge or Causeway, which point is 20 feet East of the intersection of the East line of the front porch of the "Silver King" as now constructed, or the projection of such East line, which point is marked by an iron pipe set in a concrete block; thence running Westwardly along the said North right-of-way line of said Cochrane Bridge or Causeway 275 feet to the East line of a lot heretofore conveyed by F. I. Spaulding, Jr. and wife to Laurence P. Stauter by deed dated December 23, 1943, and recorded in Deed Book 126, pages 283-4, of the Probate Records of Baldwin County, Alabama; thence running Northwardly and along the East line of said property of Stauter 200 feet to an iron pipe; thence Eastwardly and parallel with the North right-of-way line of said Cochrane Bridge or Causeway 25 feet, more or less, to the margin of the Chacatooshee Bay; thence running Eastwardly and Southeastwardly along the margin of said Chacatooshee Bay to a point which is in a line drawn through the point of beginning and drawn perpendicular to the said North right-of-way line of said Cochrane Bridge or Causeway; and thence Southwardly to the point of beginning, said property being a part of Fractional Section 20, Township 4 South, Range 1 East;

Together with all furniture, fixtures and equipment now or hereafter placed on said property;

Together with all and singular the rights, members, privileges and appurtenances thereunto belonging, or in anywise appertaining; to have and to hold the same unto the said grantee its successors and assigns, forever.

And said Clarence V. Evans, for himself, and for his heirs, executors and administrators hereby covenant with the grantee that he is seized in fee simple of said property, that said property is free from all encumbrances and that he does warrant and will forever defend the title to said property unto the grantee, its successors and assigns, against the lawful claims of all persons.

STATE OF ALABAMA, BALDWIN COUNTY
Filed 5-29-58 11:AM
Recorded _____ book _____ page _____
and I certify that the following Privilege Tax has been paid.

Deed Tax _____
Mortgage Tax 90.00
W. R. Stuart
Judge of Probate
By [Signature]

EXHIBIT "B"

188

The State of Alabama,
Baldwin County

PROBATE COURT

I, W. R. STUART, Judge of Probate Court in and for said State and County, hereby certify
that the within and foregoing _____ pages

contain a full, true and complete copy of the Deed from Clarence V. Evans and Catherine
I. Evans to Silver King Restaurant, Inc.

as the same appears of record in my office in Deed Book No. 265
page 502-4.

Given under my hand and seal of office, this 9th day of January, 19 59



Judge of Probate.

The unpaid balance of said purchase money, to-wit, the sum of Sixty Thousand and No/100 Dollars (\$60,000.00) and to secure the payment of which a lien upon the property above described is hereby reserved is represented by promissory note of even date herewith in said principal sum, plus the interest thereon at the rate of 8, % per annum, made by the said grantee, payable to the said Clarence V Evans, or order, in monthly installments of \$500.00 each, plus interest on the unpaid balance at the rate of 8% per annum, commencing on the 1st day of August, 1958, and a like or similar installment on the same day of each succeeding month thereafter until the entire principal and interest are fully paid;

By accepting this conveyance the grantee hereby agree, for itself, and for its successors and assigns, so long as any part of said purchase money, or the interest thereon, remain unpaid, as follows:

1. To pay said note and the interest thereon promptly upon maturity.
2. If there are any buildings now on said property, or if any buildings are hereafter erected thereon, to keep the same in good repair and insured against fire and extended coverage by policies made payable to and deposited with the Grantor, and in such amount, not exceeding the indebtedness secured hereby and not exceeding the value of said buildings, as may be required by the grantor.
3. To pay promptly all taxes, assessments, liens or other charges which may hereafter become effective against said property, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith.
4. That if the grantor shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums, the grantee will pay all reasonable costs, expenses and attorney's fees thus incurred; and said costs, expenses and attorney's fees, and any other sum or sums due the grantor by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.
5. That if the grantee should fail to perform any of the duties herein specified the grantor may perform the same, and for any sums expended by the grantor in this behalf the grantor shall have an additional lien, secured by these presents, on said property.

6. That upon the happening of a default in payment of the said principal note, or of any installment of interest thereon, or upon any default in the performance of any of the obligations herein imposed on the grantee, the grantor shall have the right to sell said property at public outcry at the Government Street door of the Court House of Baldwin Mobile County, Alabama, for cash, to the highest bidder, after giving thirty days notice of the time and place of sale by an advertisement published once a week for four consecutive weeks in a newspaper published in the City of Mobile, to make proper conveyance to the purchaser; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the amount of said principal note, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the grantor by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to the said grantee.

7. That at any sale under the powers herein the grantor may bid for and purchase said property like a stranger hereto.

8. That the word grantor, wherever herein used, is intended to include also the heirs, executors, administrators and assigns of the grantors.

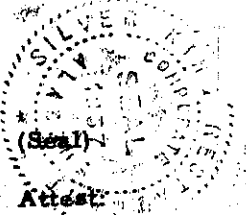
IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals and Silver King Restaurant, Inc. has caused these presents to be executed by its President and its Secretary, on this the 28th day of May, 1958.

Clarence V. Evans (SEAL)
Clarence V. Evans

Catherine I. Evans (SEAL)
Catherine I. Evans

SILVER KING RESTAURANT, INC.

By Floyd C. Nooley
Its President

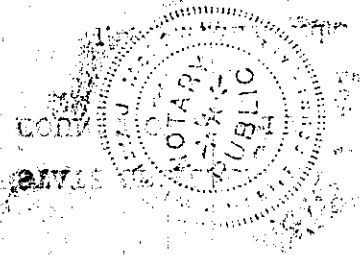


Carol V. Nooley
Its Sec. Treas.

THE STATE OF ALABAMA }
MOBILE COUNTY.

I, the undersigned Notary Public in and for said County in said State, hereby certify that Clarence V. Evans and Catherine I. Evans whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, and notarial seal on this 28th day of May 1958



William J. McLeaver
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA