3706

J. C. GRIMES,	:	IN THE CIRCUIT COURT OF
Complainant,	:	BALDWIN COUNTY, ALABAMA,
vs.	:	IN EQUITY
MINNIE MARINA MARINOS, et al,	:	
Respondents.	:	No._____

Comes now the Bishop of Mobile, a Corporation Sole, and Little Sisters of the Poor, Home for the Aged, Inc., and move the Court to dismiss the bill in this cause as to these Respondents and as to the Respondents similarly situated and that these Respondents and the Respondents similarly situated be allowed to go hence and recover their costs by reason of the following:

1) In the above styled cause suit has been brought against the Bishop of Mobile, a corporation sole, for the use and benefit of St. Mary's Orphanage, and has likewise been brought against Little Sisters of the Poor, Home for the Aged, Inc., a corporation, and numerous other Respondents, namely: St. Peter Poor, an unincorporated Society, St. Peter Poor, a corporation; St. Nickol Poor, an unincorporated Society, St. Nickol Poor, a corporation; St. Peter for the Orphans Education, an unincorporated Society, St. Peter for the Orphans Education, a corporation; St. Nickol's Greek Orthodox Church, an unincorporated Society, St. Nickol's Greek Orthodox Church, a corporation; Greek Orthodox Church of Mobile, also known as Greek Orthodox Society, a corporation; Patriarchs of Greek Orthodox Church; Archdiocese of United States, Greek Orthodox Church, Benevolent Home of Mobile, an unincorporated Society; Benevolent Home of Mobile, a corporation, Protestant Childrens' Home, an unincorporated Society, Protestant Childrens' Home, a corporation; Ladies Monastery, an unincorporated Society, Ladies Monastery, a corporation; Baldwin County Tuberculosis Society.

2) These movants aver that the Little Sisters of the Poor, Home for the Aged, Inc., is a non-profit and charitable institution exclusively devoted to the care of the aged, and non-profit in character. The Bishop of Mobile, a corporation sole, is a corporate entity for the holding of titles to real and personal properties of the Roman Catholic Church in Alabama and Western Florida, and it owns St. Mary's Orphanage, an exclusively non-profit and charitable institution for the care of orphans. These Respondents are informed and believe and upon such information and belief aver that all of the named Respondents referred to in Paragraph 1 of this motion are exclusively religious organizations of the Greek Orthodox Persuasion, or are exclusively non-profit, charitable institutions and societies for the care of the poor, the aged, the indigent, or orphans, except with regard to Baldwin County Tuberculosis Society, and such Baldwin County Tuberculosis Society is a non-profit society for the suppression of tuberculosis.

WHEREFORE, these Respondents say that all of the aforesaid Respondents referred to in previous paragraphs of this motion constitute a class, namely, of religious, benevolent, or charitable, non-profit institutions, societies, and associations.

3) These Respondents say that it affirmatively appears from the will of George Marinos annexed to the bill of complaint that none of the aforenamed religious and charitable institutions have or can claim any interest whatever rising to the dignity of a legal or equitable estate in the real properties of the estate of George Marinos. To the contrary, any interest which any of such Respondents might claim under the will of George Marinos is neither a legal interest nor a beneficial interest in the lands themselves. Insofar as the Respondents referred to are concerned, they are severally

designated as beneficiaries of a charitable trust in perpetuity created by the testator with the Respondent, Merchants National Bank of Mobile, as trustee.

4) They further say that neither the answering Respondents nor the other Respondents similarly situated and referred to above have or claim to own any interest whatever in any of the real property concerning which this litigation has been commenced. They only claim interest as beneficiaries of income of the charitable trust created by Mr. Marinos' will.

5) These Respondents further say that the institution and prosecution of the aforesaid suit against these Respondents is oppressive and unjust as to them and requires or will likely require these Respondents and those similarly situated to be compelled to employ counsel for their defense and to be put to great expense and incur costs in a matter in which they have no legal or equitable interest whatever, as affirmatively appears from the bill of complaint. The bill of complaint affirmatively establishes that any interest alleged to have been acquired by the Respondents referred to in this motion is an interest acquired under the will of George Marinos if at all, and manifestly the will of George Marinos annexed to the bill of complaint gives these Respondents and those similarly situated no interest whatever in the lands involved.

6) In addition to the foregoing these Respondents point out to the Court that the Co-Respondents, Demetrios Marinos and Petroula Marinos, are minors, and in like manner as these Respondents have no interest whatever in the lands involved in this litigation. It affirmatively appears that the sole provision of the will of George Marinos dealing with such minor Respondents is a provision of Paragraph 6 of the will in Item (c), requiring that the trustee under the will of George Marinos pay $150.00 a month to the Respondent, Demetrios Marinos and $150.00 a month to the Respondent, Petroula Marinos for a specified span of years, and the further pro-

vision of Item 6 (d) for the payment to Demetrios and Petroula Marinos of $5,000.00 each conditioned upon their survival to the age of twenty five (25) years. Other than as pointed out, such minors do not have and cannot have any interest whatever in the real properties of the estate of George Marinos. These Respondents say that the continued prosecution of this cause, so far as the minor Respondents are concerned, will require the appointment of a guardian ad litem, and the incurring of expenses to compensate the guardian ad litem when such expenses are wholly unnecessary inasmuch as neither minor Respondent has any interest whatever in the lands involved. Thus the charitable trust of which these movants are beneficiaries, may become diminished in amount by virtue of guardian ad litem fees and costs taxed against the estate of George Marinos for the wholly unnecessary defense of the named minors.

WHEREFORE, these Respondents pray the Court for an order dismissing the bill of complaint as to these Respondents and any Respondents similarly situated to these Respondents, and that they go hence and recover their costs; and in like manner these Respondents pray that the bill of complaint be dismissed as to any Respondents not similarly situated to these Respondents who on the face of the will of George Marinos have no interest in the lands involved here.

These Respondents say that the institution of this suit against the multitude of Respondents brought into this litigation who have no interest in the lands whatever constitutes the institution and prosecution of a frivolous claim, and they ask that the costs incurred in serving process upon parties respondent who are neither necessary or proper parties, and costs incurred in the filing of this

motion be taxed against the Complainant.

filed Mar. 9, 1956
Alice J. Heck,
Register

Solicitor for the Bishop of
Mobile, a corporation sole,

-and-

Little Sisters of the Poor, Home
for the Aged, Ind., a corporation.

DECREE PRO CONFESSO ON SERVICE BY REGISTERED MAIL

J. C. GRIMES	)	
COMPLAINANT	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
VS	)	
	)	IN EQUITY
MINNIE MARINA MARINOS, ET AL,	)	
	)	CASE NO. 3706
RESPONDENTS	)	

In this cause, it being made to appear to the court, by the allegations of the bill of complaint that the respondent Archdiocese of the U. S. Greek Orthodox Church, resides at New York, New York, and that a copy of the original bill in this cause, together with a summons to answer said bill within thirty days from the service thereof was deposited in the Registered mail in the post office at Bay Minette, Alabama, by the Register of this Court and addressed to Archdiocese of United States Greek Orthodox Church, atsaid address, and that T. N. Vassil received the same in person on the 27th day of January, 1956, as shown by the return receipt received and filed in this cause on the 31st day of January, 1956, and the said Defendant having failed to demur, plead to or answer the said bill to the date hereof; it is now, therefore, on motion of the Complainant's Solicitor, ordered and decreed that the said Bill of Complaint in this cause be and it is hereby, in all things, taken as confessed against the said Archdiocese of the United States Greek Orthodox Church.

This the 12 day of April, 1956.

Register

MOTION FOR DECREE PRO CONFESSO ON REGISTERED MAIL

J. C. GRIMES	)	
COMPLAINANT	)	IN THECIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
VS	)	IN EQUITY
MINNIE MARINA MARINOS, ET AL,	)	CASE NO. 3706
RESPONDENTS	)	

Comes the Complainant in the above styled cause and shows to the Register that a summons was directed to the Respondent, Arch Diocese of the United States Greek Orthodox Church, together with a copy of the Bill of Complaint in this cause, was issued and forwarded by Registered Mail on the 23rd day of January, 1956, directed to said Respondent at New York, New York, place of residence as shown by the Bill of Complaint. The postage on said letter or package was prepaid and the same marked for delivery to addressee only, and return receipt demanded. Said demanded return receipt bearing the signature of T. N. Vassil, was duly received and filed for record in this cause on the 31st day of January, 1956, and the said respondents has to the date hereof failed to plead, answer or demur to the bill of complaint, all of which appears of record in this cause.

WHEREFORE: the Complainant moves that a decree pro confesso be entered against the said Respondent.

This the 12th day of April, 1956.

Wilters & Brantley

BY: Talbert M Brantley

Solicitors for the Complainant

DECREE PRO CONFESSO ON PUBLICATION

J. C. GRINES	)	
		IN THE CIRCUIT COURT OF
COMPLAINANT	)	
		BALDWIN COUNTY, ALABAMA,
VS	)	
		IN EQUITY
MINNIE MARINA MARINOS, ET AL,	)	
		CASE NO. 3706
RESPONDENTS	)	

In this cause it appears to the Court that the order of publication heretofore made in this cause was published for four consecutive weeks, commencing on the 26th day of January, 1956, in the Baldwin Times, a newspaper published in the City of Bay Minette and County of Baldwin, and State of Alabama; that a copy of said order was posted at the Courthouse door in the County of Baldwin on the 26th day of January, 1956, directed to the respondents Patriarchs of Creed Orthodox Church, Ladies Monastery, an unincorporated Society, Ladies Monastery, a corporation, St. Peter Poor, an unincorporated society, St. Peter Poor, a corporation, St. Nickol Poor, an unincorporated society, St. Nickol Poor, a corporation, St. Peter for the Orphans Education, an unincorporated society, St. Peter for the Orphans Education a corporation, St. Nickol's Greek Orthodox Church, an unincorporated society, St. Nickol's Greek Orthodox Church, a corporation; and it now further appearing to the Court that the said respondents and each of them have to the date hereof failed to plead, answer or demur to the bill of Complaint in this cause, it is, therefore, on motion of Complainant,

Ordered and decreed by the court that the said bill of complaint be, and hereby is in all things taken as confessed against the said Patriarchs of Greek Orthodox Church, Ladies Monastery, an unincorporated society, Ladies Monastery, a corporation, St. Peter Poor, an unincorporated society, St. Peter Poor, a corporation, St. Nickol Poor, an unincorporated society, St. Nickol Poor, a corporation, St. Peter for the Orphans Education, an unincorporated society, St. Peter for the Orphans Education, a corporation, St. Nickol's Greek Orthodox Church, an unincorporated society, St. Nickol's Greek Orthodox Church, a corporation.

This 12 day of Apr. 1956

Register

MOTION FOR DECREE PRO CONFESSO ON PUBLICATION

J. C. GRIMES	)	
COMPLAINANT	)	IN THE CIRCUIT COURT OF
VS	)	BALDWIN COUNTY, ALABAMA,
MINNIE MARINA MARINOS, ET AL,	)	IN EQUITY
RESPONDENTS	)	CASE NO. 3706

Comes the Complainant in the above styled cause and shows unto the Register that an order of publication was made on the 23rd day of January, 1956, which was duly published in the Baldwin Times, a newspaper published in Baldwin County, Alabama, once a week for four consecutive weeks, commencing on the 26th day of January, 1956, in which was directed to Patriarchs of Greek Orthodox Church, Ladies Monastery, an unincorporated society, Ladies Monastery, a corporation, St. Peter Poor, an unincorporated society, St. Peter Poor, a corporation, St. Nickol Poor, an unincorporated society, St. Nickol Poor, a corporation, St. Peter for the Orphans Education, an unincorporated society, St. Peter for the Orphans Education, a corporation, St. Nickol's Greek Orthodox Church, an unincorporated society, St. Nickol's Greek Orthodox Church, a corporation, Respondents, in said cause, which required the said Respondents to plead, answer or demur to the Bill of Complaint in this cause by the 27th day of February, 1956, which the said Respondents have to this date failed to do, therefore, the Complainant moves the court to grant a decree pro confesso against the said Respondents.

Dated this the 11th day of April, 1956.

Wilters & Brantley

BY: Tolbert M Brantley

Solicitors for the Complainant

J. C. GRIMES	)	
COMPLAINANT	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
VS	)	IN EQUITY
MINNIE MARINA MARINOS, ET AL,	)	CASE NO. 3706
RESPONDENTS	)	

DECREE PRO CONFESSO ON PERSONAL SERVICE

In this cause it being made to appear that a summons requiring the Respondents, Minnie Marina Marinos, Demetrios, Marinos, a minor, Petroula Marinos, a minor, Baldwin County Tuberculosis Society, also known as Baldwin County Tuberculosis Association, an unincorporated society, Greek Orthodox Church of Mobile, also known as Greek Orthodox Society, a corporation, Protestant Children Home, an unincorporated society, Protestant Children Home, a corporation, et al, to appear and plead to or answer the bill of complaint in this cause, within thirty days from the service upon them and that the Respondent Minnie Marina Marinos, Petroula Marinos and Demetrios Marinos was served by Taylor Wilkins acting by and through his agent Ed Leigh Steadham, the sheriff of Baldwin County, on the 24th day of January, 1956, and the Respondent Baldwin County Tuberculosis Society was served by Taylor Wilkins acting by and through Granger, his agent, the sheriff of Baldwin County on the 25th dgy of January, 1956; and the Respondent Greek Orthodox Church was served by Ray D. Bridges, by his agent A. I.Chatham and Mose Bernstein, the Sheriff of Mobile County on the 26th day of January, 1956; and on the Respondent, Protestant Children Home was served by Ray D. Bridges acting by his agent A. I. Chatham and Mose Bernstein, the Sheriff of Mobile County, on the 24th day of January, 1956, and the said Respondents and each of them have failed to plead to, answer or demur to the said Bill to the date hereof, it is now, therefore, on the motion of the Complainant's Solicitors, ordered and decreed that the said Bill of Complaint in this cause be, and it hereby is in all things taken as confessed against the said Minnie Marina Marinos, Demetrios Marinos, a minor, Petroula Marinos, a minor, Baldwin County Tuberculosis Society also known as Baldwin County Tuberculosis Association, an unincorporated society, Greek Orthodox Church of Mobile, also known as Greek Orthodox Society, a corporation, Protestant Children Home, an unincorporated Society, Portestant Children Home, a corporation,.

Done this 12 day of April, 1956.

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Alice J. Couch

J. C. GRIMES

COMPLAINANT

VS

MINNIE MARINA MARINOS, ET AL,

RESPONDENTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

CASE NO. 3706

MOTION FOR DECREE PRO CONFESSO ON PERSONAL SERVICE

Comes now the Complainant, J. C. Grimes, in the above styled cause and shows unto the Register that a summons was issued out of this court on the 23rd day of January, 1956, directed to Minnie Marina Marinos, Demetrios Marinos, a minor, Petroula Marinos, a minor, Baldwin County Tuberculosis Society also known as Baldwin County Tuberculosis Association, an unincorporated society, Greek Orthodox Church of Mobile, also known as Greek Orthodox Society, a corporation, Protestant Children Home, an unincorporated society, Protestant Children Home, a corporation, et al, Respondents herein, ordering each of them to appear and plead, answer or demur within thirty days from the service thereof to theBill of Complaint in this cause; that a copy of said summons was duly served upon the said Minnie Marina Marinos, Petroula Marinos, a minor, Demetrios Marinos, a minor, by the proper officer on the 24th day of January, 1956; and upon the said Baldwin County Tuberculosis Society by the proper officer on the 25th day of January, 1956; and upon the Greek Orthodox Church, by the proper officer on the 26th day of January, 1956; and upon the Protestant Children Home by the proper officer on the 24th day of January, 1956, and that the said Respondents and each of them have to the date hereof failed to plead, answer or demur to the said Bill of Complaint:

WHEREFORE, Complainant moves that a decree pro confesso be entered against the said Respondents and each of them.

Done this 6 day of April, 1956.

Wilters & Brantley

BY: Albert M Brantley

Solicitors for theComplainant

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SHERIFF RETURN

Executed Jan. 24, 1956; By serving a copy of the Within Bill of Complaint

on: Minnie Marina Marinos
Minnie Marina Marinos mother of Petroula Marinos a minor
Minnie Marina Marinos mother of Demetrias Marinos, a minor
Petroula Marinas a minor
Demetrias Marinas a minor

Sheriff Baldwin Co.
Taylor Wilkins
by; Edleigh Steadham, D.S.

and on 25 day of Jan, 1956, I served a copy of the within Summons and Complaint on Baldwin Co. Tuberculois Society, by service on J.R. Wilson, Pres.

Taylor Wilkins, Sheriff
by Granger, DS.

Received on January 24, 1956 and on the 24th day of January, 1956, I executed the within by serving one copy on Little Sisters of the Poor, by service on Sister Winifred, Superior; Bishop of Mobile, by service on Vincent Kilborn, attorney for the Bishop; two copies on Benevolent Home, by service on Mrs. Henry C. Hamilton, President; Protestant children's Home, by service on Mrs. Helen Weldon, Superintendent; and on the Merchant's National Bank, by service on Garet Aldridge, Trust Officer. On January 26, I served one copy on the Greek Orthodox Church, by service on Nick Galamos, President.

Ray D. Bridges, Sheriff
by A.I. Chatham
Mose Bernatein, D.S.

Received on February 1, 1956 and on the 2nd day of February, 1956, I executed the within by serving a copy on the Malbis Memorial Foundation by service on Mr. E.D. Kern.

Ray D. BRIDGES, Sheriff
by Harold Davis, D.S.

J. C. GRIMES, Complainant,	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
v.	)	
MINNIE MARINOS, et al., Respondents.	)	IN EQUITY NO._____.

Come each of the respondents, Benevolent Home of Mobile, an unincorporated society, and Benevolent Home of Mobile, a corporation, separately and severally, and demurs to the bill of complaint exhibited against them on the following separate and several grounds:

1. Because there is no equity in the bill.

2. Because the bill fails to contain equity.

3. Because there is no equity in the bill with respect to these respondents.

4. Because the bill is multifarious.

5. Because neither of these respondents is an indispensable party to this suit.

6. Because neither of these respondents is a necessary party to this suit.

7. Because neither of these respondents is a proper party to this suit.

8. Because the bill fails to allege what estate the complainant is seized of.

9. Because the bill fails to allege what estate these respondents are seized of.

10. Because the bill fails to allege the fractional interest held by these respondents.

Filed Feb. 23, 1956
Alice J. Duck,
Register

Johnston McCall & Johnston
Attorneys for the Respondents,
Benevolent Home of Mobile, an
unincorporated society, and
Benevolent Home of Mobile, a
corporation.

THE BALDWIN TIMES
BALDWIN COUNTY
Alabama's Best County's Best Newspaper
BAY MINETTE, ALABAMA

JIMMY FAULKNER
PUBLISHER

Legal Notice

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY, January 23, 1956.

J. C. GRIMES Complainants vs MINNIE MARINA MARINOS, ET AL, Respondents.

In this cause it appearing from affidavit on file that the Respondents, Archdiocese of United States Greek Orthodox Church, Patriarchs of Greek Orthodox Church, Ladies Monastery, an unincorporated society, Ladies Monastery a corporation, St. Peter Poor, an unincorporated society, St. Peter Poor, a corporation, St. Nickol Poor, an unincorporated Society, St. Nickol Poor, a corporation, St. Peter for the Orphans Education, an unincorporated society, St. Peter for the Orphans Education, a corporation, St. Nickol's Greek Orthodox Church, an unincorporated society, St. Nickol's Greek Orthodox Church, a corporation, are each over the age of twenty-one years and are each non-residents of the State of Alabama.

IT IS ORDERED that Archdiocese of United States Greek Orthodox Church, Patriarchs of Greek Orthodox Church, Ladies Monastery, an unincorporated society, Ladies Monastery, a corporation, St. Peter Poor, an unincorporated society, St. Peter Poor, the Orphans Education, an unincorporated society, St. Peter for the Orphans Education, a corporation, St. Nickol's Greek Orthodox Church, an unincorporated society, St. Nickol's Greek Orthodox Church, a corporation, plead, answer or demure to the allegations of the Bill of Complaint filed against them in this cause, before the 27th day of February, 1956, or upon the expiration of thirty (30) days from said date, the same will be taken as confessed against each of them.

IT IS FURTHER ORDERED, that notice of this order be published for once a week for four consecutive weeks in the Baldwin Times, a newspaper published in the County of Baldwin, State of Alabama.

ALICE J. DUCK,
Register.

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA.
BALDWIN COUNTY.

ritte, Jr. , being duly sworn, deposes and says
~~SHER~~ of THE BALDWIN TIMES, a Weekly Newspaper pub-
in Baldwin County, Alabama; that the notice hereto attached of
rimes vs. Minnie Marina
nos

COST STATEMENT

RDS @ 6½ cents — — — $ 20 67
is it correct, due and unpaid (~~paid~~).

E. R. Morrisette Jr.
Editor ~~Publisher~~.

was published in said newspaper for 4 consecutive weeks in the following issues:

Date of 1st publication Jan. 26, 1956 Vol. 67 No. 2

Date of 2nd publication Feb. 2, 1956 Vol. 67 No. 3

Date of 3rd publication Feb. 9, 1956 Vol. 67 No. 4

Date of 4th publication Feb. 16, 1956 Vol. 67 No. 5

Subscribed and sworn before the undersigned this 16 day of Feb, 1956.

Dorothy Martin
Notary Public, Baldwin County.

E. R. Morrisette Jr.
Editor ~~Publisher~~.

J. C. GRIMES, Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
MINNIE MARINA MARINOS ET AL, Respondents.	)	IN EQUITY

DEMURRER

Now comes The Merchants National Bank of Mobile, as executor and trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, each separately and severally, and for demurrer to the Bill of Complaint filed in this cause assign the following:

1. There is no equity in the Bill of Complaint.

filed Feb. 22, 1956
Alice J. Clerk
Register

J. B. Blackburn

McCorvey, Turner, Rogers, Johnstone & Adams

Solicitors for the above named respondents.

DEMURRER - 3706

J. C. GRIMES,

Complainant,

VS.

MINNIE MARINA MARINOS ET AL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

FILED

ACCEPTANCE OF SERVICE OF AMENDED COMPLAINT

J. C. GRIMES	)	IN THE CIRCUIT COURT OF
COMPLAINANT	)	BALDWIN COUNTY, ALABAMA,
VS	)	IN EQUITY
MINNIE MARINASMARINOS, ET AL,	)	CASE NO. 3706
RESPONDENTS	)	

We, Johnston, McCall and Johnston, Solicitors of record for the Respondents Benevolent Home of Mobile, an unincorporated society, and Benevolent Home of Mobile, a corporation, hereby accepts service of the Complainant's amended complaint filed the 8th day of December, 1956.

Johnston McCall & Johnston

FILED
DEC 12 1956
ALICE J. DUCK, Register

J. C. GRIMES,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
MINNIE MARINA MARINOS, ET AL,	)	IN EQUITY NO. 3706
Respondents.	)	

DECREE GRANTING MOTION TO STRIKE UNNECESSARY PARTIES

This cause coming on to be heard on this date is submitted on the written motion filed in this cause on January 2, 1957, by The Bishop of Mobile, a Corporation Sole, Little Sisters of the Poor, and Home for the Aged, Inc., to dismiss the said parties as parties to this cause, upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The said motion is hereby granted and The Bishop of Mobile, a Corporation Sole, Little Sisters of the Poor, and Home for the Aged, Inc., shall be and they are hereby dismissed as respondents in this cause.

2. The costs of this proceeding, in so far as the same may apply to The Bishop of Mobile, a Corporation Sole, Little Sisters of the Poor, and Home for the Aged, Inc., are not taxed at this time, jurisdiction of which matter is hereby reserved for such other and further orders or decrees as may be necessary and proper in the premises.

ORDERED, ADJUDGED AND DECREED on this the 4th day of December, 1957.

Hubert M Hall
Judge

M

DECREE GRANTING MOTION TO STRIKE
UNNECESSARY PARTIES

J. C. GRIMES,

Complainant,

VS.

MINNIE MARINA MARINOS, ET AL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY. NO. 3706

Dec 4 -37

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon BENEVOLENT HOME OF MOBILE, an unincorporated society and BENEVOLENT HOME OF MOBILE, a corporation, and BISHOP OF MOBILE, a corporation sole, and LITTLE SISTERS OF THE POOR, HOME FOR THE AGED INC., a corporation, And MERCHANTS NATIONAL BANK OF MOBILE, as Executor and Trustee under the Last Will and Testament of George Marinos, deceased, and MALBIS MEMORIAL FOUNDATION and DEMETRIOS MARINOS, a minor and PETROULA MARINOS, a minor, to appear and plead, answer or demur within twenty days from the service hereof to amended Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, in Equity, by J. C. GRIMES, as Complainant and against Minnie Marina Marinos, et al, as Respondents.

WITNESS my hand this 8 day of December, 1956.

Register

J. C. GRIMES	)	
COMPLAINANT	)	IN THE CIRCUIT COURT OF
VS	)	BALDWIN COUNTY, ALABAMA,
MINNIE MARINA MARINOS, ET AL,	)	IN EQUITY
RESPONDENTS	)	CASE NO. 3706.

Comes now the Complainant in the above styled cause and amends his complaint by adding the following:

6.

That during the years 1932 through 1936 J. C. Grimes and George Marinos, owned a business called Loxley Grain Company, a partnership, in which each owned an undivided one-half interest. That by deed dated November 30, 1934, and recorded in Deed Book 56 NS, page 328, Baldwin County records, A. H. Wagner and wife Mary A. Wagner sold J. C. Grimes and Simp Lowrey, the following described lands situated in Baldwin County, Alabama, to-wit:

> West half of Southeast quarter and West 3/8 of the East half of Southeast quarter and Southwest quarter of Section 29, Township 4 South, Range 4 East;

That the purchase price paid by J. C. Grimes for his interest in this land was paid with the moneys of Loxley Grain Company. By a deed dated July 30, 1935, and recorded in Deed Book 58 NS, page 213, Baldwin County records, J. C. Grimes and Simpson Lowrey conveyed the above described lands to George Marinos. A valuable consideration was paid to Simpson Lowrey for his interest in said land. The consideration paid to him was paid by Loxley Grain Company, a partnership.

7.

That by deed dated July 30, 1937, and recorded in Deed Book 58 NS, page 212, Baldwin County Records, J. S. Lowrey conveyed to George Marinos, among other lands the following described property located in Baldwin County, Alabama, to-wit:

> South half of Southwest quarter of Section 35, Township 4 South, Range 4 East.

A valuable consideration was paid J. S. Lowrey for this land and it was paid with the moneys of the Loxley Grain Company, a partnership.

8.

That by a deed dated August 8, 1933, and recorded in Deed Book 55 NS, page 86, Baldwin County records, Randolph McGowan and wife Mary M. McGowan conveyed to Loxley Grain Company the following described land in Baldwin County, Alabama, to-wit:

> Northwest quarter of Southeast quarter of Section 24, Township 5 South, Range 3 East.

A valuable consideration was paid for this land with the moneys of Loxley Grain Company, a partnership.

9.

That by a deed dated June 18, 1935, and recorded in Deed Book 58 NS page 214, Baldwin County records, R. R.Devine and wife Inez Devine conveyed to George Marinos the following described land in Baldwin County, Alabama, to-wit:

> North half of Southeast quarter of Northwest quarter of Section 24, Township 5 South, Range 3 East.

A valuable consideration was paid for this land with the moneys of the Loxley Grain Company, a partnership.

10.

For the convenience of J. C. Grimes and George Marinos they put the title to all of the aforesaid land, except the Northwest quarter of Southeast quarter of Section 24, Township 5 South, Range 3 East in George Marinos; each paying one half of the purchase price out of the moneys of their partnership The Loxley Grain Company.

11.

In 1936 Loxley Grain Company, apartnership, was dissolved by oral agreement by and between J. C. Grimes and George Marinos; a settlement was

made as to all of the assets of this partnership except the aforesaid land. That all of the aforesaid land was kept in the name of George Marinos except the Northwest quarter of the Southeast quarter of Section 24, Township 5 South, Range 3 East. That during his life time George Marinos always recognized J. C. Grimes' equitable title in and to this said land. That at the time of his death George Marinos held legal title to all of the aforesaid land except the Northwest quarter of the Southeast quarter of Section 24, Township 5 South, Range 3 East, which was in the name of Loxley Grain Company.

PRAYER FOR PROCESS

Your Complainant prays that the proper process of this court issue to Benevolent Home of Mobile, an unincorporated society and Benevolent Home of Mobile, a corporation and Bishop of Mobile, a corporation sole, and Little Sisters of the Poor, Home for theAged, Inc., a corporation, and Merchants National Bank of Mobile, as Executor and trustee under the Last Will and Testament of George Marinos, deceased, and Malbis Memorial Foundation and Demetrios Marinos, a minor, and Petroula Marinos, a minor.

PRAYER FOR RELIEF

Premises considered, your Complainant prays that on a final hearing of this cause, Your Honor will, in addition to the relief prayed for in the original bill of Complaint, grant to your Complainant the following relief:

6. Decree that J. C. Grimes owns an equitable undivided one half interest in said land.

7. Decree that the Respondents or a part of them hold title to an undivided one half interest in said property in trust for J. C. Grimes.

8. Decree that J. C. Grimes owns an equityable undivided one half interest in and to this property by use of resulting trust.

Wilters & Brantley

BY: Harry J. Wilters, Jr.

Solicitors for the Complainant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, in and for said County and State, personally appeared Harry J. Wilters Jr., who is known to me, and who having been by me first duly sworn, deposes and says: that he is one of the

solicitors of the Complainant in the above styled cause, and that he has been informed and believes and upon such information and belief says that the facts stated in the foregoing Amendment to Bill of Complaint are true.

Harry J. Wilters, Jr.

Sworn to and subscribed before me this 7th day of December, 1956.

Evelyn Watts
Notary Public, Baldwin County, Alabama

filed Dec. 8, 1956
Alice J. Huck
Executed - Dec. 11, 1956
By Service on.
Demetrious Marinos, a minor
Petroula Marinos " "
Minnie Marina Marinos
their mother.

0

3706

ceived 8 day of Dec 1956
d on 11 day of Dec 1956
served a copy of the within Amended Compl.
n Demetrios Marinos, a minor
Petroula Marinos, a minor
y service on Minnie Marina
Marinos, their mother
TAYLOR WILKINS, Sheriff
By Ellwyn Stradley D. S.
Zapley

Sheriff claims ~~40~~ 80 miles at
Ten Cents per mile Total $ ~~4.00~~ 8.00
TAYLOR WILKINS, Sheriff
BY Stradley
DEPUTY SHERIFF

J. C. GRIMES

COMPLAINANT

VS

MINNIE MARINA MARINOS, ET AL,

RESPONDENTS

AMENDED COMPLAINT

FILED
DEC 8 1956
[illegible] L. BUCK, Registrar

13

J. C. GRIMES, Complainant,	}	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
vs.	}	IN EQUITY. NO. 3706.
MINNIE MARINA MARINOS, ET AL., Respondents.	}	

DEMURRER

I

Now come the respondents, The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, each separately and severally, and demur to the last amended Bill of Complaint filed in this cause and as grounds for such demurrer assign, separately and severally, the following:

1. There is no equity in the amended Bill of Complaint.

2. No facts are alleged to show that the complainant owns any interest in the lands described therein.

3. The allegations thereof are conclusions of the pleader.

4. The allegations thereof are vague, indefinite and uncertain.

5. No facts are alleged to entitle the complainant to the relief sought therein.

6. It affirmatively appears that the complainant is guilty of laches.

7. No facts are alleged to show the consideration paid for the lands described in the amended Bill of Complaint.

8. No facts are alleged to show to whom the consideration for the lands described in the amended Bill of Complaint was paid.

9. No facts are alleged to show when the consideration for the lands described in the amended Bill of Complaint was paid.

10. No facts are alleged to show that funds or money of the complainant were used in purchasing the various tracts of land described in the amended Bill of Complaint.

11. No facts are alleged to show the interest owned by the various respondents in the lands described in the amended Bill of Complaint.

12. No facts are alleged to show that there was any agreement or understanding between the complainant and the late George Marinos, at the time the various tracts which are described in the amended Bill of Complaint were purchased, that the complainant would have an interest therein.

13. No facts are alleged to show that there was any clear agreement or understanding between the complainant and the late George Marinos, at the time the various tracts which are described in the amended Bill of Complaint were purchased, that the complainant would have an interest therein.

14. No facts are alleged to show that there was any explicit agreement or understanding between the complainant and the late George Marinos, at the time the various tracts of land which are described in the amended Bill of Complaint were purchased, that the complainant would have an interest therein.

15. No facts are alleged to show that there was any definite agreement or understanding between the complainant and the late George Marinos, at the time the various tracts of land which are described in the amended Bill of Complaint were purchased, that the complainant would have an interest therein.

16. No facts are alleged to show that there was any unequivocal agreement or understanding between the complainant and the late George Marinos, at the time the various tracts of land which are described in the amended Bill of Complaint were purchased, that the complainant would have an interest therein.

17. No facts are alleged to show that there was any agreement or understanding between the complainant and the late George Marinos, at the time the various tracts of land were purchased, that the complainant would have an undivided one-half interest therein.

18. The allegations of the amended Bill of Complaint are vague, indefinite and uncertain, and no facts are alleged which entitle the complainant to have a resulting trust declared in the lands described in the amended Bill of Complaint.

19. The facts alleged are vague, indefinite and uncertain and do not entitle the complainant to the relief prayed for by him.

20. The allegations of the amended Bill of Complaint are multifarious.

21. No facts are alleged to show that the alleged consideration for each of the alleged deeds was paid at the time or prior to the making of each of the said deeds.

22. The allegations of the complaint are vague, indefinite and uncertain and no facts are alleged to show that the alleged consideration for each of the alleged deeds was paid at the time or prior to the making of each of the said deeds.

23. It affirmatively appears that the complainant's alleged cause of action is barred by the statute of limitations of ten years.

24. The complainant's alleged cause of action is barred by the statute of limitations of ten years.

25. It affirmatively appears that the complainant's alleged cause of action is barred by the statute of limitations of twenty years.

26. The complainant's alleged cause of action is barred by the statute of limitations of twenty years.

27. It affirmatively appears that the complainant's alleged cause of action is barred by the doctrine of prescription.

28. No facts are alleged to show the complainant's interest in the lands described in the amended Bill of Complaint.

29. No facts are alleged to show the interest of each respondent in the lands described in the amended Bill of Complaint.

30. No facts are alleged to show when George Marinos made the statements alleged in the amended Bill of Complaint.

31. No facts are alleged to show to whom the statements alleged to have been made by George Marinos, were made.

II.

Now comes the respondents, The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, each separately and severally, and demur to that aspect of the last amended Bill of Complaint in which complainant is seeking to partition the property described therein and as grounds therefor assign, separately and severally, grounds numbered 1 through 31, both inclusive, which are set out above, just as though the same were specifically rewritten here.

III.

Now come the respondents, The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, each separately and severally, and demur to that aspect of the amended Bill of Complaint by which the complainant is seeking to establish a resulting trust in the lands which are described therein, and as grounds for such demurrer assign, separately and severally, grounds numbered 1 through 31, both inclusive, which are set out above, just as though the same were specifically rewritten here.

FILED

OCT 16 1958

ALICE J. DUCK, CLERK REGISTER

J. B. Blackburn

McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS

By: C. A. F. Johnstone, Jr.
Solicitors for the above named (/(3)/ Respondents.

J. C. GRIMES,	)	IN THE CIRCUIT COURT OF
Complainant,	)	BALDWIN COUNTY, ALABAMA
vs.	)	
MINNIE MARINOS, et al.,	)	IN EQUITY No. 3706
Respondents.	)	

Come each of the Respondents, BENEVOLENT HOME OF MOBILE, an unincorporated society, and BENEVOLENT HOME OF MOBILE, a corporation, separately and severally, and demurs to the bill of complaint, as last amended, on the same separate and several grounds, separately and severally, assigned to the original bill of complaint

filed Dec 26, 1956
Alice J. Buck, Register

Johnston, Hare & Johnston
Solicitors for the Respondents,
Benevolent Home of Mobile, an
unincorporated society, and
Benevolent Home of Mobile, a
Corporation.

J. C. GRIMES, Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
MINNIE MARINA MARINOS, ET AL,	)	IN EQUITY NO. 3706
Respondents.	)	

DEMURRER

I

Now come the respondents, The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, each separately and severally, and demur to the amended Bill of Complaint filed in this cause and as grounds for such demurrer assign, separately and severally, the following:

1. There is no equity in the amended Bill of Complaint.

2. No facts are alleged to show that the complainant owns any interest in the lands described therein.

3. The allegations thereof are conclusions of the pleader.

4. The allegations thereof are vague, indefinite and uncertain.

5. No facts are alleged to entitle the complainant to the relief sought therein.

6. It affirmatively appears that the complainant is guilty of laches.

7. No facts are alleged to show the consideration paid for the lands described in the amended Bill of Complaint.

8. No facts are alleged to show to whom the consideration for the lands described in the amended Bill of Complaint was paid.

9. No facts are alleged to show when the consideration for the lands described in the amended Bill of Complaint was paid.

10. No facts are alleged to show that funds or money of the complainant were used in purchasing the various tracts of land described in the amended Bill of Complaint.

11. No facts are alleged to show the interest owned by the various respondents in the lands described in the amended Bill of Complaint.

12. No facts are alleged to show that there was any agreement or understanding between the complainant and the late George Marinos, at the time the various tracts which are described in the amended Bill of Complaint were purchased, that the complainant would have an interest therein.

13. No facts are alleged to show that there was any clear agreement or understanding between the complainant and the late George Marinos, at the time the various tracts which are described in the amended Bill of Complaint were purchased, that the complainant would have an interest therein.

14. No facts are alleged to show that there was any explicit agreement or understanding between the complainant and the late George Marinos, at the time the various tracts of land which are described in the amended Bill of Complaint were purchased, that the complainant would have an interest therein.

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16. No facts are alleged to show that there was any unequivocal agreement or understanding between the complainant and the late George Marinos, at the time the various tracts of land which are described in the amended Bill of Complaint were purchased, that the complainant would have an interest therein.

17. No facts are alleged to show that there was any agreement or understanding between the complainant and the late George Marinos, at the time the various tracts of land were purchased, that the complainant would have an undivided one-half interest therein.

18. The allegations of the amended Bill of Complaint are vague, indefinite and uncertain, and no facts are alleged which entitle the complainant to have a resulting trust declared in the lands described in the amended Bill of Complaint.

19. The facts alleged are vague, indefinite and uncertain and do not entitle the complainant to the relief prayed for by him.

20. The allegations of the amended Bill of Complaint are multifarious.

21. No facts are alleged to show that the alleged consideration for each of the alleged deeds was paid at the time or prior to the making of each of the said deeds.

22. The allegations of the complaint are vague, indefinite and uncertain and no facts are alleged to show that the alleged consideration for each of the alleged deeds was paid at the time or prior to the making of each of the said deeds.

23. It affirmatively appears that the complainant's alleged cause of action is barred by the statute of limitations of ten years.

24. The complainant's alleged cause of action is barred by the statute of limitations of ten years.

II

Now come the respondents, The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, each separately and severally, and demur to that aspect of the amended Bill of Complaint in which complainant is seeking to partition the property described therein and as grounds thereof assign, separately and severally, grounds Numbered 1 through 24, both inclusive, which are set out above, just as though the same were specifically rewritten here.

III

Now come the respondents, The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, each separately and severally, and demur to that aspect of the amended Bill of Complaint by which the complainant is seeking to establish a resulting trust in the lands which are described therein, and as grounds for such demurrer assign, separately and severally, grounds Numbered 1 through 24, both inclusive, which are set out above, just as though the same were specifically rewritten here.

filed April 12, 1957
Alice J. Huck
register

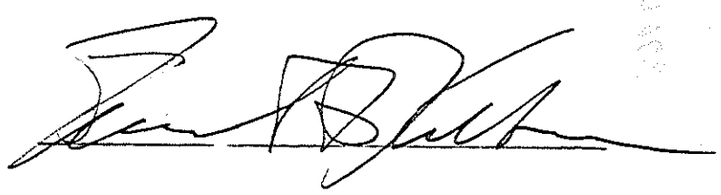
J. B. Blackburn

McCORVEY, TURNER, ROGERS, JOHNSTONE & ADAMS
By C. A. L. Johnstone, Jr. (13)
Solicitors for the above named respondents.

ACCEPTANCE OF SERVICE OF AMENDED COMPLAINT

J. C. GRIMES	)	
COMPLAINANT	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
VS	)	IN EQUITY
MINNIE MARINA MARINOS, ET AL,	)	CASE NO. 3706.
RESPONDENTS	)	

I, Vincent F. Kilborn, Solicitor of record for Bishop of Mobile, a corporation sole, and Little Sisters of the Poor, home for the Aged, Inc., a corporation, Respondents in the above styled cause, hereby accepts service of the Complainant's Amended Complaint filed in this cause the 8th day of December, 1956.



filed Dec. 12, 1956
Alice J. Duck,
Register

J. C. GRIMES, Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
MINNIE MARINA MARINOS, ET AL, Respondents.	)	IN EQUITY NO. 3706

DECREE SUSTAINING DEMURRER TO AMENDED BILL OF COMPLAINT

This cause coming on to be heard on this date is submitted on the demurrer of Benevolent Home of Mobile, an unincorporated society, and Benevolent Home of Mobile, a corporation, to the complainant's amended Bill of Complaint, upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The demurrer of the said respondents to the complainant's amended Bill of Complaint shall be and it is hereby sustained.

2. The complainant is allowed thirty (30) days from the date of this decree in which to amend, if he shall elect so to do.

ORDERED, ADJUDGED AND DECREED on this the 4th day of December, 1957.

Hubert M Hare
Judge

mb

DECREE SUSTAINING DEMURRER TO
AMENDED BILL OF COMPLAINT

J. C. GRIMES,

Complainant,

VS.

MINNIE MARINA MARINOS, ET AL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 3706

Dec 4 - 57 20

J. C. GRIMES, Complainant,	)	
VS.	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
MINNIE MARINA MARINOS, ET AL,	)	IN EQUITY NO. 3706
Respondents.	)	

DECREE SUSTAINING DEMURRER TO AMENDED BILL OF COMPLAINT

This cause coming on to be heard on this date is submitted on the demurrer of The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, to the complainant's amended Bill of Complaint, upon consideration of all of which it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The demurrer of the said respondents to the complainant's amended Bill of Complaint shall be and it is hereby sustained.

2. The complainant is allowed thirty (30) days from the date of this decree in which to amend, if he shall elect so to do.

ORDERED, ADJUDGED AND DECREED on this the 4th day of December, 1957.

Hubert M Hare

Judge

12

DECREE SUSTAINING DEMURRER TO
AMENDED BILL OF COMPLAINT

J. C. GRIMES,

Complainant,

VS.

MINNIE MARINA MARINOS, ET AL,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY NO. 3706

Dec 4 - 57

J. C. GRIMES,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
MINNIE MARINA MARINOS, ET AL.,	)	IN EQUITY NO. 3706
Respondents.	)	

DECREE OVERRULING DEMURRER TO
AMENDED BILL OF COMPLAINT

The complainant having on this date amended his Bill of Complaint as last amended by striking Minnie Marina Marinos, Demetrios Marinos and Petroula Marinos as parties respondent; and the respondents, The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, a corporation, having refiled their demurrer to the Bill of Complaint as last amended (the demurrer which is refiled being the demurrer that was filed in this cause by the said respondents on October 16, 1958), and the same having been considered by the court, it is, therefore, ORDERED, ADJUDGED AND DECREED by the court that the said demurrer, as refiled to the Bill of Complaint as last amended, be and the same is hereby overruled.

ORDERED, ADJUDGED AND DECREED on this the 18th day of February, 1959.

Thomas M. Hall
Judge

DECREE OVERRULING DEMURRER TO
AMENDED BILL OF COMPLAINT.

J. C. GRIMES,

Complainant,

VS.

MINNIE MARINA MARINOS, ET AL.,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 3706

FILED

FEB 18 1959

ALICE J. BUCK CLERK REGISTER

28

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons MINNIE MARINA MARINOS, MALBIS MEMORIAL FOUNDATION, A Corporation, MERCHANTS NATIONAL BANK OF MOBILE, A Corporation, as Executor of the Estate of George Marinos, Deceased; MERCHANTS NATIONAL BANK OF MOBILE, a corporation, as Trustee of the Estate of George Marinos, deceased;, DEMETRIOS MARINOS, a minor, PETROULA MARINOS, A MINOR, ST. PETER POOR, an unincorporated Society, ST. PETER POOR, a Corporation; ST. NICKOL POOR, an unincorporated Society, ST. NICKOL POOR, A corporation; ST. PETER FOR THE ORPHANS EDUCATION, an unincorporated Society; ST. PETER FOR THE ORPHANS EDUCATION, a corporation; ST. NICKOL'S GREEK ORTHODOX CHURCH, AN unincorporated Society; ST. NICKOL'S GREEK ORTHODOX CHURCH, a corporation; GREEK ORTHODOX CHURCH OF MOBILE, also known as GREEK ORTHODOX SOCIETY, a corporation; PATRIARCHS OF GREEK ORTHODOX CHURCH; ARCHDIOCESE OF UNITED STATES, GREEK ORTHODOX CHURCH; BENEVOLENT HOME OF MOBILE, an unincorporated Society; BENEVOLENT HOME OF MOBILE, a corporation; LITTLE SISTERS OF THE POOR HOME FOR THE AGED, INC., a corporation; PROTESTANT CHILDRENS' HOME, an unincorporated Society; PROTESTANT CHILDREN'S HOME, a corporation; BISHOP OF MOBILE, a corporation sole, for the use and benefit of St. Mary's Orphanage; LADIES MONASTERY, an unincorporated Society; LADIES MONASTERY, a corporation; BALDWIN COUNTY TUBERCULOSIS SOCIETY, also known as BALDWIN COUNTY TUBERCULOSIS ASSOCIATION, an unincorporated Society, 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 J. C. GRIMES, as Complainant and against Minnie Marina Marinos, et al, as Respondents.

WITNESS my hand this the 23 day of January, 1956.

Denise J. Vesch
Register

- -

J. C. GRIMES	)	
COMPLAINANTS	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
VS	)	IN EQUITY
MINNIE MARINA MARINOS, ET AL,	)	
RESPONDENTS	)	

TO HONORABLE H. M. HALL, JUDGE OF THE 28th JUDICIAL CIRCUIT OF ALABAMA.

Comes now your Complainant in the above styled cause and shows unto Your Honor as follows:

1.

That the Complainant, J. C. Grimes, is a resident of Loxley, Baldwin County, Alabama.

2.

That the Respondents, Minnie Marina Marinos, Demetrios Marinos, a minor, Petroula Marinos, a minor, are residents of Loxley, Baldwin County, Alabama. That the Baldwin County Tuberculosis Society, also known as Baldwin County Tuberculosis Association, an unincorporated Society, have their principal place of business in Baldwin County, Alabama; Malbis Memorial Foundation, a corporation

have their principal place of business at Daphne, Alabama; that the Bishop of Mobile, a corporation sole, acting for the use and benefit of St. Mary's Orphange is a resident of Mobile, Alabama; that the Merchants National Bank of Mobile, a corporation, Greek Orthodox Church of Mobile, also known as Greek Orthodox Society, a corporation, Benevolent Home of Mobile, an unincorporated Society, Benevolent Home of Mobile, a corporation, Little Sisters of the Poor Home for the Aged Inc., a corporation, Protestant Childrens Home, an unincorporated Society, Protestant Childrens Home, a corporation, have their principal place of business in Mobile, Alabama; that Archdiocese of United States Greek Orthodox Church is a nonresident of the State of Alabama, and his place of residence is New York, New York; that Patriarchs of Greek Orthodox Churchis a non-resident of the State of Alabama, and resides at Constantinople, Turkey; that Ladies Monastery, an unincorporated Society, and Ladies Monastery, a corporation, are non-residents of the State of Alabama, and have their principal place of business at Patmos, Greece; that St. Peter Poor, an unincorporated society, St. Peter Poor, a corporation; St. Nickol Poor, an unincorporated society, St. Nickol Poor, a corporation; St. Peter for the Orphans Education, an unincorporated society, St. Peter for the Orphans Education, a corporation; St. Nickol's Greek Orthodox Church, an unincorporated society, St. Nickol's Greek Orthodox Church, a corporation, are non-residents of the State of Alabama, and have their principal place of business at Argos, Greece.

That all of the parties to this suit are over the age of twenty-one years with the exception of Demetrios Marinos and Petroula Marinos, who are both minors and who reside with Minnie Marina Marinos, their foster mother, at Loxley, Alabama.

3.

The Complainant further shows unto the Court that he, with the Respondents, are the joint owners of the following described lands located in Baldwin County, Alabama, to-wit:

> West half of Southeast quarter; West 3/8 of the East half of the Southeast quarter; Southwest quarter of Section 29, Township 4 South, Range 4 East, and South half of Southwest quarter of Section 35, Township 4 South, Range 4 East; and Northwest quarter of Southeast quarter, North half of Southeast quarter of Northwest quarter of Section 24, Township 5 South, Range 3 East.

That said lands cannot be equitably divided on account of the respective interests of the parties to this suit and further because part of this land is cut over timber land, part in timber, part in cultivation and part in pasture.

That the Complainant is the owner of an undivided one-half interest in and to the lands described in this Bill of Complaint. That the Respondents or some of them, own the remaining one-half interest; that they acquired their interest and title under the last will and testament of George Marinos, deceased. This will has been duly admitted to probate in The Probate Court of Baldwin County, Alabama. The Complainant is unable to ascertain the respective interest of the Respondents in and to this land which they acquired under the terms of the aforesaid will. A copy of this will is attached heretom marked Complainant's "Exhibit A", and incorporated in this Bill of Complaint, made a part thereof in the same manner as if it were here fully set out.

5.

The Complainant further shows unto Your Honor that it is necessary for the Complainant to employ a solicitor to institute this proceeding for partition and division by a sale of the aforesaid property; that he has employed the firm of Wilters & Brantley, Attorneys at Law, for this purpose, and that their fee as such solicitors should be ascertained and taxed as a part of costs of this proceeding.

PRAYER FOR PROCESS

Your Complainant prays that all parties Respondents be made parties to this bill of complaint, and that the process of this court issue to Minnie Marina Marinos, Malbis Memorial Foundation, a corporation, Merchants National Bank of Mobile, a corporation, as Executor of the Estate of George Marinos, deceased, Merchants National Bank of Mobile, a corporation, as trustee of the estate of George Marinos, deceased; Demetrios Marinos, a minor; Petroula Marinos, a minor; St. Peter Poor, an unincorporated society; St. Peter Poor, a corporation; St Nickol Poor, an unincorporated society; St. Nickol Poor, a corporation; St. Peter for the Orphans Education, an unincorporated society, St. Peter for the Orphans Education, a corporation, St. Nickol's Greek Orthodox Church, an unincorporated society; St. Nickol's Greek Orthodox Church, a corporation, Greek Orthodox Church of Mobile, also known as Greek Orthodox Society, a corporation, Patriarchs of Greek

Orthodox Church, Archdiocese of United StatesGreek Orthodox Church, Benevolent Home of Mobile, an unincorporated society; Benevolent Home of Mobile a corporation, Little Sisters of the Poor Home for the aged, Inc., a corporation, Protestant Children's Home, an unincorporatedsociety; Protestant Children's Home, a corporation, Bishop of Mobile, a corporation sole, for the use and benefit of St. Mary's Orphanage, Ladies Monastery, an unincorporated society, Ladies Monastery, a corporation, Baldwin County Tuberculosis Society also known asBaldwin County Tuberculosis Association, an unincorporated society, requiring them to plead, answer or demur to the aforegoing Bill of Complaint with the time required by law.

PRAYER FOR RELIEF

Premises considered, Your Complainant prays that on a final hearing of this cause Your Honor will:

1. Decree that said property is jointly owned by the aforesaid Complainant and Respondents.

2. Decree that the Complainant is the owner of an undivided one-half interest to said property.

3. Ascertain the respective interest of the Respondents in said land.

4. Decree that it is necessary that a sale be had by the Register of this Court for the purpose of partition and division of the said lands among the joint owners thereof and issue an order that this sale be made.

5. Order a reference to ascertain a reasonable solicitors fee, to be taxed as a part of the cost of this proceedings, to be paid Complainant's Solicitor of Record out of the proceeds of the sale of said property.

Your Complainant prays for such other, further or different relief as in equity may seem just and meet.

Wilters & Brantley

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

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, in and for said County and State, personally appeared Harry J. Wilters Jr., who is known to me, and who having been by me first duly sworn, deposes and says that he is one of the Solicitors for the Complainant in the above styled cause, and that he has been

informed and believes and upon such information and belief says that the facts stated in the foregoing Bill of Complaint are true.

Harry J. Wilters, Jr.

Sworn to and subscribed before me on this 23 day of January, 1956.

Evelyn Watts
Notary Public, Baldwin County, Alabama

COMPLAINANT'S EXHIBIT "A"

LAST WILL AND TESTAMENT

OF

GEORGE MARINOS

I, George Marinos, a resident of Loxley, Baldwin County, Alabama, being of sound mind and disposing memory, and over the age of twenty-one years, do hereby make, declare and publish this as my last will and testament and do hereby revoke any and all former wills or codicils which may have been at any time heretofore made by me.

Item one

I will and direct that my Executor hereinafter named shall as soon after my death as practicable, pay all of my just debts and claims against my estate (including taxes) and costs and expenses of administration, and also, my funeral expenses and the cost of a suitable marker at my grave.

ITEM TWO

I give, devise and bequeath to my wife, Minnie Marina Marinos, the home in which we reside in Loxley, Alabama, all of the assets and good will of the retail store business in Loxley, Alabama, how operated under name of Loxley Bargain House, and all of the tract of land on which the said home and business are located.

ITEM THREE

I give and bequeath the sum of One Thousand Dollars ($1,000.00) in cash to each of my brothers and sisters as follows: Angelo Marinos, residing at Argos, Greece; Peter Marinos, residing at Argos, Greece; Mrs. Panangoula Carlos, residing at Atlanta, Georgia; and Mrs. Elene Metsopoulou, residing at Argos, Greece.

ITEM FOUR

I give, devise and bequeath all of the assets and good will of the retail store business in Silverhill, Alabama, now operated under the name of Peoples Supply Company, together with all of the right, title or interest I may have in the real property on which said business is located, one-half to Leslie George Chandler, who is presently managing the business for me, and one-half to Walter Havel, my wife's grandson, each of them to have an undivided one-half interest therein.

ITEM FIVE

I hereby give and devise to Malbis Memorial Foundation, a non-profit corporation organized under the laws of the State of Alabama, all of the timberlands in Baldwin County, Alabama, that I may own at the time of my death, to include cutover lands as well as lands on which timber is then standing, but not to include any tract of land, part of which is cultivated or used as pasture, or for any other purposes other than growing of timber; this devise being in trust, nevertheless, upon the following terms and conditions:

(a) Malbis Memorial Foundation shall sell so much of the said timberland selected by it as shall be equivalent or approximately equivalent in value to 75% of all of such timberland. It is my desire that such sales be made to the best advantage and, therefore, it shall not be required that all sales be made immediately, but I will and direct that all such sales of that part of said timberland shall be completed within five years from the date of my death. All of the said proceeds of such sales, as and when made, shall be paid over and delivered by Malbis Memorial Foundation to the Trustee name in Item Six of this will, to be received and used by the Trustee under the provisions of said ItemSix.

(b) Upon completion of such sales, the trust created in this Item Five shall terminate and the remaining timberlands, equivalent or approximately equivalent in value to 25% of all of the timberlands, shall then vest in Malbis Memorial Foundation absolutely, free and clear of any trust.

ITEM SIX

I hereby give, devise and bequeath all of the rest and residue of my property, real, personal and mixed, of every kind and nature whatsoever and wherever situate, to The Merchants National Bank of Mobile, a National Banking Association (hereinafter called the "Trustee") in trust, nevertheless, for the uses and purposes and upon the terms and conditions as follows:

(a) The Trustee shall hold all monies, securities, property and other assets collected or received by it, and such other monies, securities, property or other assets as it may from time to time acquire under the power and authority herein given, (all of which is hereinafter referred to as the "Trust Estate"), and manage the same prudently, and receive and collect the income therefrom and make the payments and distributions as hereinafter provided.

(b) The Trustee shall pay from the net income of the Trust Estate the amount of One Hundred and Fifty Dollars ($150.00) per month to my wife, Minnie Marina Marinos, as long as she shall live.

(c) The Trustee shall pay from the net income of the Trust Estate the sum of One Hundred and Fifty Dollars ($150.00) per month to my adopted son, Demetrios, until he shall attain the age of twenty-five, and the sum of One Hundred and Fifty Dollars ($150.00) per month to my adopted daughter, Petroula, until she shall attain the age of twenty-five. At the time of the execution of this will, the proceedings for adoption of the said two children are still pending and I expect the final decree of adoption to be made in the near future. However, this provision for these children in this paragraph (c) and in paragraph (d) below shall be effective whether or not the adoption proceedings shall be made final for either or both of them. So long as each of the said children is a minor under the disabilities of non-age, the Trustee shall make the said payments for the benefit of such child to the person or persons then having the care and custody of such child, or to any educational institution in which such child may then be enrolled, or otherwise for the care, maintenance, support or benefit of such child, and receipt for any payment so made shall be full protection for the trustee for payment under the provisions of this will.

(d) If my said son, Demetrios, shall survive to attain the age of twenty-five years, then upon his attaining such age the Trustee shall pay to him from the corpus of the Trust Estate the sum of Five Thousand Dollars ($5,000.00) in cash. If my said daughter, Petroula, shall survive to attain the age of twenty-five years, then upon her attaining such age the Trustee shall pay to her from the porpus of the Trust Estate the sum of Five Thousand Dollars ($5,000.00) in cash.

(e) All of the net income of the Trust Estate in excess of the payments hereinabove provided, and after the death of my wife and after both of the said children have attained the age of twenty-five years or sooner died, then the entire net income from the Trust Estate, shall be paid and distributed by the Trustee annually in the proportions and to the parties as follows:

St. Peter Poor, Argos, Greece	10%
St. Nickol Poor, Argos, Greece	10%
St. Peter for the Orphans Education, Argos, Greece	10%
St. Nikkol's Greek Orthodox Church, Argos Greece	10%
Greek Orthodox Church of Mobile, Mobile, Alabama	10%

Patriarchs of Greek Orthodox Church, Constantinople, Turkey	10%
Archdiocese of United States, Greek Orthodox Church, New York City	5%
Benevolent Home of Mobile, Alabama	10%
Little Sisters of the Poor Home for the Aged, Inc., Mobile, Alabama	5%
Protestant Children's Home, Mobile, Alabama	2½%
Bishop of Mobile, a corporation sole, for the use and benefit of St. Mary's Orphanage	2½%
Ladies Monastery, Patmos, Greece	5%
Baldwin County Tuberculosis Society, Daphne, Alabama	10%

All of such distribution of income as provided in this paragraph (e) shall be made by the Trustee to the said parties exclusively for religious, charitable or educational purposes. The Trustee shall have no responsibility to see to the application of the funds after the payments are made as above provided, but the recipients of said payments shall be obligated to apply the same exclusively for religious, charitable or educational purposes. In the event that it should become impossible or impracticable by reason of war or any other cause, for the Trustee to make the payments as above provided to any party in any foreign country, then during the time that such condition continues, but not exceeding ten (10) years, the Trustee shall accumulate the income provided for such party and during such accumulation may either invest the same or hold the same in cash in its discretion. If during such period of ten (10) years the condition preventing such payment shall cease, then the Trustee shall pay to such party all of the income accumulated for such party during said period together with any interest or income derived therefrom if the same shall have been invested. If such condition shall not cease to exist within said period of ten (10) years, then all of the income so accumulated, together with any income or interest therefrom if the same shall have been invested, shall be added to the corpus of the Trust Estate. In the event that any of the said beneficiaries should cease to exist as an identifiable entity or organization, or payment to any of them should become impossible or impracticable for a period in excess of ten (10) years as hereinabove provided, then the Trustee is hereby directed to seek instructions from a court of competent jurisdiction to designate a substitute party to receive such proportions of the income of the Trust Estate, and in designating such party such court shall attempt to find a purpose as nearly similar as practicable, provided only that the same

shall be exclusively for religious, charitable or educational purposes. When any such substitute beneficiary has been named by a court of competent jurisdiction, then the Trustee shall thereafter pay out such proportion of the net income of the Trust Estate to such beneficiary as designated by such court.

(f) The Trustee created in paragraph (e) above exclusively for charitable, religious or educational purposes shall exist in perpetuity.

(g) The Trustee shall have and is hereby expressly given full power and authority to do all of the things set forth hereinafter in subparagraphs numbered 1 through 12 inclusive, without first obtaining any order of court therefor, as follows:

1. To sell at public or private sale, for cash or on terms, to lease for periods within or beyond the duration of the trust, and to exchange all or any portion of said Trust Estate (including real, personal and mixed property) at such time, for such consideration, and upon such terms and conditions as the Trustees may deem advisable, and to execute all instruments necessary or proper to effect or evidence such sale, lease or exchange;

2. To grant and convey by lease or other instrument, for terms within or beyond the duration of the trust, the right to explore for and to produce and remove oil, gas and minerals on, in or from any lands at any time constituting a part of the Trust Estate, and to grant perpetual easements or easements for terms within or beyond the duration of the Trust on, over and with respect to any such lands;

3. To retain any of the bonds, shares of stock (including stock of The Merchants National Bank of Mobile), real property or other property constituting my estate at the time of my death for such time as to the Trustee shall semm advisable, without liability for any loss the Trust Estate may sustain by reason of its so doing, and to dispose of the same by sale or exchange or otherwise as and when the Trustees shall deem advisable, and to invest and re-invest the proceeds of the property so disposed of in accordance with the provisions of paragraph 12 below;

4. To determine what losses, expenses and other items shall be charged against principal and what against income and to charge the premiums of securities purchased at a premium either against principal or income or partly against income and partly against principal in such

manner as to provide a fair distribution or apportionment between income and principal;

5. To compromise, arbitrate or othersie adjust claims in favor of or against the Trust Estate or theTrustees;

6. To insure, repair, remodel and maintain any buildings or improvements that may be a part ofthe Trust Estate, and to use for such purposes any of the funds of the Trust Estate, whether principal or income, and for such purposes to set up reserves out of income received;

7. To vote all shares of stock at any time forming a part of the Trust Estate at corporate meetings, to waive any notice that I could waive and give any consent that I could give for or with respect to such shares of stock if I were living and owned the same, and to give and delegate to any attorney-in-fact or proxy any power given in this will to said Trustee with respect to such shares of stock, and to cause any stocks, bonds or other securities to be registered in the name of the nominee or nominees of the Trustee, and to participate in any reorganization or liquidation of any corporation in which the Trustee holds stock.

8. To treat stock dividends and other extraordinary non-cash dividends as income or principal of the Trust Estate or to apportion the same between income and principal, in such manner as to provide a fair distribution or apportionment between income and principal.

9. To give and execute powers of attorney for the cancellation of any mortgages, to continue mortgages beyond and after maturity, with or without renewal or extension, upon such terms asmay seem to the Trustee advisable; to foreclose, as an incident to collection of any bond or note, any mortgage or pledge securing such bond or note, and to purchase the mortgaged or pledged property or acquire the same by conveyance without foreclosure; and to retain any property bought in under foreclosure or taken over without foreclosure for such time as to the Trustee shall seem best;

1 10. To pay from the income or corpus of the Trust Estate any taxes which may be assessed thereon and any and all expenses that may properly be incurred in or about the management of the Trust, including Attorneys' fees;

11. To pay out of the gross income reasonable fees, commissions or other compensation to the Trustee for its services.

12. To invest and re-invest said Trust Estate and proceeds of sale or disposal of any portions thereof in such bonds, mortgages, securities (including stock of The Merchants National Bank of Mobile) real property or other property or interest in property of any kind as the Trustee may deem advisable without regard to any constitutional, statutory or other restrictions of limitations on or rules or regulations with respect to investments of trust funds, all of which restrictions, limitations, rules and regulations are hereby waived and may be entirely disregarded by the Trustee.

(h) The powers and authority herein conferred upon The Merchants National Bank of Mobile as Trustee shall apply to any successor in the business of The Merchants National Bank of Mobile who shall succeed to the administration of this trust, and shall also apply to any successor trustee who may be named by a court of competent jurisdiction if it should become necessary for a successor trustee to be named by a court. The Merchants National Bank of Mobile, or any National Banking Association that may suceed to its business and to the administration of this trust, shall not be required to give any bond for the performance of its duties hereunder. If a court of competent jurisdiction shall at any time appoint a corporate entity as a successor trustee, the court in its discretion is authorized to exempt such successor trustee from the necessity of giving bond if satisfied by evidence of the financial responsibility of such trustee to discharge its duties hereunder. Any trustee acting hereunder shall not be required to make any inventory or inventory accounting or settlement in any court unless especially required to make such accounting by a court of competent jurisdiction, but shall make an accounting at least annually to my said wife as long as she be living, to my said adopted children until they respectively attain the age of twenty-five years, and to any charitable, religious or educational beneficiary hereunder who shall then be entitled to receive ten percent (10%) or more of the distribution of income provided for charitable, religious or educational purposes.

ITEM SEVEN

I hereby give and grant to Malbis Bakery Company, a corporation, for a period of six (6) months after the date of my death, an option to purchase from my estate any capital stock of said Malbis Bakery Company which I may own at the time of my death, at the book value as shown by the last regular statement of said corporation, less a discount of thirty percent (30%). I hereby give and grant to Malbis Plantation, Inc., a corporation, for a period of six (6) months after the date of my death, an option to purchase from my estate any capital stock of said Malbis Plantation, Inc., which I may own at the time of my death, at the book value as shown by the last regular statement of said corporation. If either of these corporations should exercise the option granted in this item, I hereby authorize and direct my Executor hereinafter named to transfer such stock upon receipt of the purchase price as hereinabove provided.

ITEM EIGHT

I hereby nominate, constitute and appoint The Merchants National Bank of Mobile asExecutor of this my last will and testament, and I hereby direct that the said Executor shall not be required to give any bond for performance of its duties hereunder as Executor, nor to file in any court any inventory of my estate or any report of final settlement of its execution of this will or administration of my estate. I hereby authorize and empower said Executor to sell at either private or public sale (without liability on the purchaser to see to the proper application of the proceeds of such sale or sales), convey, lease or exchange all or any part of my estate, whether real, personal or mixed property, for such consideration and upon such terms and conditions as it deems to the interest of the beneficiary or beneficiaries hereunder, and to execute and deliver all instruments necessary to proper to evidence such sale, lease or exchange, and to collect all rents, profits, incomes, dividends or issues due to my estate, to insure, repair or rebuild any buildings or other structures constituting a part of my estate, to settle, compromise or adjust any claims on behalf of or against my estate, and in general to do any and all things with respect to my estate that I myself might do if living and which my said Executor in its discretion may deem proper, and to do all the things specified in this Item Eight without first

obtaining any order of court therefor. My said Executor shall complete the administration of my estate as promptly as practicable and, after payment of the specific bequests provided in Items Two, Three, Four and Five of this will, shall turn over and transfer to the Trustee the remaining assets in accordance with the provisions made hereinabove in this will.

I direct that my Executor shall complete the administration of my estate as promptly as practicable and shall deliver to the Trustee named in ItemSix above the assets devised and bequeathed to the Trustee, or such parth thereof as in its discretion it may appropriately from time to time deliver. Commencing from the date of my death until the time when the Trustee has in its hands sufficient assets to make such payments, the Executor shall make from the income of my estate the monthly payments tof my said wife and to my said adopted children which are provided in paragraphs (b) and (c) of Item Six of this will.

With respect to the two businesses which I have bequeathed to specified persons as provided in Item Twoand and Item Four above, Iauthorize my Executor to permit such persons to continue the operation of the business on their own responsibility immediately after my death, and my Executor shall not be liable for any loss my estate may incur by so doing. I make this provision because it is my desire that the operation of these businesses should not be interrupted as a result of my death, and I have amply sufficient assets otherwise to provide payment in full for any creditors of these businesses or other creditors of my estate.

If there should not be sufficient cash available for payment when due of the indebtedness evidenced by any promissory note or notes signed by me or for the payment of which I am liable which may be unpaid at the time of my death, my Executors is expressly authorized to renew such note or notes or to endorse a renewal note ar notes or to give a new note or notes for all or any part of such indebtedness. I further authorize and empower my Executor in its discretion to borrow and give a new promissory note or notes for any cash needed for the payment of the debts, taxes (including estate taxes, if any) or expenses hereinatove mentioned, and to mortgage or pledge all or any part of my estate to secure the payment of such note or notes in order to avoid as far as possible any sacrifice on any part of my estate by reason of a forced liquidation thereof.

I expressly authorize my said Executor to continue to hold, represent and vote any shares of corporate stock which I may own at the time of my death until such time as said Executor shall deem it expedient to sell the same or turn over the same to the Trustee hereinabove named, and said Executor shall not be liable for any loss which my estate may suffer by reason of such action on its part. While holding shares of stock of any corporation said Executor may waive any notice that I could waive, and give any consent that I could give for or with respect to such shares of stock if I were living, and may give and delegate to any attorney-in-fact or proxy any power given in this will to said Executor with respect to such shares of stock. The provisions contained herein with respect to The Merchants National Bank of Mobile shall apply equally to any National Banking Association with trust powers which may become a successor to The Merchants National Bank of Mobile.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 29 day of January, 1954.

George Marinos (Seal)

Signed, sealed, published and declared to be his last will and testament by George Marinos in our presence and we, at his request, and in his presence and in the presence of each other, have hereunto set our signatures as witnesses, on the day the same bears date.

Wilhelmina H. Schwarz

N. F. Adams

C. A. L. Johnstone, Jr.

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons MINNIE MARINA MARINOS, MALBIS MEMORIAL FOUNDATION, A Corporation, MERCHANTS NATIONAL BANK OF MOBILE, A Corporation, as Executor of the Estate of George Marinos, Deceased; MERCHANTS NATIONAL BANK OF MOBILE, a corporation, as Trustee of the Estate of George Marinos, deceased; DEMETRIOS MARINOS, a minor, PETROULA MARINOS, A MINOR, ST. PETER POOR, an unincorporated Society, ST. PETER POOR, a Corporation; ST. NICHOL POOR, an unincorporated Society, ST. NICHOL POOR, A corporation; ST. PETER FOR THE ORPHANS EDUCATION, an unincorporated Society; ST. PETER FOR THE ORPHANS EDUCATION, a corporation; ST. NICHOL'S GREEK ORTHODOX CHURCH, AN unincorporated Society; ST. NICHOL'S GREEK ORTHODOX CHURCH, a corporation; GREEK ORTHODOX CHURCH OF MOBILE, also known as GREEK ORTHODOX SOCIETY, a corporation; PATRIARCHS OF GREEK ORTHODOX CHURCH, ARCHDIOCESE OF UNITED STATES, GREEK ORTHODOX CHURCH, BENEVOLENT HOME OF MOBILE, an unincorporated Society; BENEVOLENT HOME OF MOBILE, a corporation; LITTLE SISTERS OF THE POOR HOME FOR THE AGED, INC., a corporation; PROTESTANT CHILDRENS' HOME, an unincorporated Society; PROTESTANT CHILDREN'S HOME, a corporation; BISHOP OF MOBILE, a corporation sole, for the use and benefit of St. Mary's Orphanage; LADIES MONASTERY, an unincorporated Society; LADIES MONASTERY, a corporation; BALDWIN COUNTY TUBERCULOSIS SOCIETY, also known as BALDWIN COUNTY TUBERCULOSIS ASSOCIATION, an unincorporated Society, 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 J. C. GRIMES, as Complainant and against Minnie Marina Marinos, et al, as Responderts.

WITNESS my hand this the 23 day of January, 1956.

Register

J. C. GRIMES COMPLAINANTS VS MINNIE MARINA MARINOS, ET AL, RESPONDENTS	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY

TO HONORABLE H. M. HALL, JUDGE OF THE 28th JUDICIAL CIRCUIT OF ALABAMA.

Comes now your Complainant in the above styled cause and shows unto Your Honor as follows:

1.

That the Complainant, J. C. Grimes, is a resident of Loxley, Baldwin County, Alabama.

2.

That the Respondents, Minnie Marina Marinos, Demetrios Marinos, a minor, Petroula Marinos, a minor, are residents of Loxley, Baldwin County, Alabama. That the Baldwin County Tuberculosis Society, also known as Baldwin County Tuberculosis Association, an unincorporated Society, have their principal place of business in Baldwin County, Alabama; Malbis Memorial Foundation, a corporation

have their principal place of business at Daphne, Alabama; that the Bishop of Mobile, a corporation sole, acting for the use and benefit of St. Mary's Orphange is a resident of Mobile, Alabana; that the Merchants National Bank of Mobile, a corporation, Greek Orthodox Church of Mobile, also known as Greek Orthodox Society, a corphration, Benevolent Home of Mobile, an unincorporated Society, Benevolent Home of Mobile, a corporation, Little Sisters of the Poor Home for the Aged Inc., a corporation, Protestant Childrens Home, an unincorporated Society, Protestant Childrens Home, a corporation, have their principal place of business in Mobile, Alabama; that Archdiocese of United States Greek Orthodox Church is a non-resident of the State of Alabama, and his place of residence is New York, New York; that Patriarchs of Greek Orthodox Churchis a non-resident of the State of Alabama, and resides at Constantinople, Turkey; that Ladies Monastery, an unincorporated Society, and Ladies Monastery, a corporation, are non-residents of the State of Alabama, and have their principal place of business at Patmos, Greece; that St. Peter Poor, an unincorporated society, St. Peter Poor, a corporation; St. Nickol Poor, an unincorporated society, St. Nickol Poor, a corporation; St. Peter for the Orphans Education, an unincorporated society, St. Peter for the Orphans Education, a corporation; St. Nickol's Greek Orthodox Church, an unincorporated society, St. Nickol's Greek Orthodox Church, a corporation, are non-residents of the State of Alabama, and have their principal place of business at Argos, Greece.

That all of the parties to this suit are over the age of twenty-one years with the exception of Demetrios Marinos and Petroula Marinos, who are both minors and who reside with Minnie Marina Marinos, their foster mother, at Loxley, Alabama.

3.

The Complainant further shows unto the Court that he, with the Respondents, are the joint owners of the following described lands located in Baldwin County, Alabama, to-wit:

> West half of Southeast quarter; West 3/8 of theEast half of the Southeast quarter; Southwest quarter of Section 29, Township 4 South, Range 4 East, and South half of Southwest quarter of Section 35, Township 4 South, Range 4 East; and Northwest quarter of Southeast quarter, North half of Southeast quarter of Northwest quarter of Section 24, Township 5 South, Range 3 East.

That said lands cannot be equitably divided on account of the respective interests of the parties to this suit and further because part of this land is cut over timber land, part in timber, part in cultivation and part in pasture.

That the Complainant is the owner of an undivided one-half interest in and to the lands described in this Bill of Complaint. That the Respondents or some of them, own the remaining one-half interest; that they acquired their interest and title under the last will and testament of George Marinos, deceased. This will has been duly admitted to probate in The Probate Court of Baldwin County, Alabama. The Complainant is unable to ascertain the respective interest of the Respondents in and to this land which they acquired under the terms of the aforesaid will. A copy of this will is attached heretop marked Complainant's "Exhibit A", and incorporated in this Bill of Complaint, made a part thereof in the same manner as if it were here fully set out.

5.

The Complainant further shows unto Your Honor that it is necessary for the Complainant to employ a solicitor to institute this proceeding for partition and division by a sale of the aforesaid property; that he has employed the firm of Wilters & Brantley, Attorneys at Law, for this purpose, and that their fee as such solicitors should be ascertained and taxed as a part of costs of this proceeding.

PRAYER FOR PROCESS

Your Complainant prays that all parties Respondents be made parties to this bill of complaint, and that the process of this court issue to Minnie Marina Marinos, Malbis Memorial Foundation, a corporation, Merchants National Bank of Mobile, a corporation, as Executor of the Estate of George Marinos, deceased, Merchants National Bank of Mobile, a corporatkon, as trustee of the estate of George Marinos, deceased; Demetrios Marinos, a minor; Petroula Marinos, a minor; St. Peter Poor, an unincorporated society; St. Peter Poor, a corporation; St Nickol Poor, an unincorporated society; St. Nickol Poor, a corporation; St. Peter for the Orphans Education, an unincorporated society, St. Peter for the Orphans Education, a corporation, St. Nickol's Greek Orthodox Church, an unincorporated society; St. Nickol's Greek Orthodox Church, a corporation, Greek Orthodox Church of Mobile, also known as Greek Orthodox Society, a corporation, Patriarchs of Greek

Orthodox Church, Archdiocese of United StatesGreek Orthodox Church, Benevolent Home of Mobile, an unincorporated society; Benevolent Home of Mobile a corporation, Little Sisters of the Poor Home for the aged, Inc., a corporation, Protestant Children's Home, an unincorporatedsociety; Protestant Children's Home, a corporation, Bishop of Mobile, a corporation sole, for the use and benefit of St. Mary's Orphanage, Ladies Monastery, an unincorporated society, Ladies Monastery, a corporation, Baldwin County Tuberculosis Society also known asBaldwin County Tuberculosis Association, an unincorporated society, requiring them to plead, answer or demur to the aforegoing Bill of Complaint with the time required by law.

PRAYER FOR RELIEF

Premises considered, Your Complainant prays that on a final hearing of this cause Your Honor will:

1. Decree that said property is jointly owned by the aforesaid Complainant and Respondents.

2. Decree that the Complainant is the owner of an undivided one-half interest to said property.

3. Ascertain the respective interest of the Respondents in said land.

4. Decree that it is necessary that a sale be had by the Register of this Court for the purpose of partition and division of the said lands among the joint owners thereof and issue an order that this sale be made.

5. Order a reference to ascertain a reasonable solicitors fee, to be taxed as a part of the cost of this proceedings, to be paid Complainant's Solicitor of Record out of the proceeds of the sale of said property.

Your Complainant prays for such other, further or different relief as in equity may seem just and meet.

Wilters & Brantley

BY: Harry J. Wilters Jr.
Solicitors for the Complainant

STATE OF ALABAMA

BALDWIN COUNTY

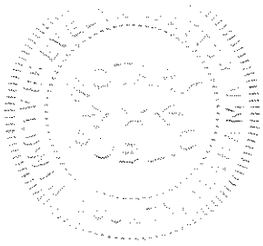
Before me, the undersigned authority, in and for said County and State, personally appeared Harry J. Wilters Jr., who is known to me, and who having been by me first duly sworn, deposes and says that he is one of the Solicitors for the Complainant in the above styled cause, and that he has been

informed and believes and upon such information and belief says that the facts stated in the foregoing Bill of Complaint are true.

Gary J. Wilters, Jr.

Sworn to and subscribed before me on this 23 day of January, 1956.

Evelyn Watts
Notary Public, Baldwin County, Alabama



COMPLAINANT'S EXHIBIT "A"

LAST WILL AND TESTAMENT

OF

GEORGE MARINOS

I, George Marinos, a resident of Loxley, Baldwin County, Alabama, being of sound mind and disposing memory, and over the age of twenty-one years, do hereby make, declare and publish this as my last will and testament and do hereby revoke any and all former wills or codicils which may have been at any time heretofore made by me.

Item one

I will and direct that my Executor hereinafter named shall as soon after my death as practicable, pay all of my just debts and claims against my estate (including taxes) and costs and expenses of administration, and also, my funeral expenses and the cost of a suitable marker at my grave.

ITEM TWO

I give, devise and bequeath to my wife, Minnie Marina Marinos, the home in which we reside in Loxley, Alabama, all of the assets and good will of the retail store business in Loxley, Alabama, now operated under name of Loxley Bargain House, and all of the tract of land on which the said home and business are located.

ITEM THREE

I give and bequeath the sum of One Thousand Dollars ($1,000.00) in cash to each of my brothers and sisters as follows: Angelo Marinos, residing at Argos, Greece; Peter Marinos, residing at Argos, Greece; Mrs. Panangoula Carlos, residing at Atlanta, Georgia; and Mrs. Elene Metsopoulou, residing at Argos, Greece.

ITEM FOUR

I give, devise and bequeath all of the assets and good will of the retail store business in Silverhill, Alabama, now operated under the name of Peoples Supply Company, together with all of the right, title or interest I may have in the real property on which said business is located, one-half to Leslie George Chandler, who is presently managing the business for me, and one-half to Walter Havel, my wife's grandson, each of them to have an undivided one-half interest therein.

ITEM FIVE

I hereby give and devise to Malbis Memorial Foundation, a non-profit corporation organized under the laws of the State of Alabama, all of the timberlands in Baldwin County, Alabama, that I may own at the time of my death, to include cutover lands as well as lands on which timber is then standing, but not to include any tract of land, part of which is cultivated or used as pasture, or for any other purposes other than growing of timber; this devise being in trust, nevertheless, upon the following terms and conditions:

(a) Malbis Memorial Foundation shall sell so much of the said timberland selected by it as shall be equivalent or approximately equivalent in value to 75% of all of such timberland. It is my desire that such sales be made to the best advantage and, therefore, it shall not be required that all sales be made immediately, but I will and direct that all such sales of that part of said timberland shall be completed within five years from the date of my death. All of the said proceeds of such sales, as and when made, shall be paid over and delivered by Malbis Memorial Foundation to the Trustee name in Item Six of this will, to be received and used by the Trustee under the provisions of said ItemSix.

(b) Upon completion of such sales, the trust created in this Item Five shall terminate and the remaining timberlands, equivalent or approximately equivalent in value to 25% of all of the timberlands, shall then vest in Malbis Memorial Foundation absolutely, free and clear of any trust.

ITEM SIX

I hereby give, devise and bequeath all of the rest and residue of my property, real, personal and mixed, of every kind and nature whatsoever and wherever situate, to The Merchants National Bank of Mobile, a National Banking Association (hereinafter called the "Trustee") in trust, nevertheless, for the uses and purposes and upon the terms and conditions as follows:

(a) The Trustee shall hold all monies, securities, property and other assets collected or received by it, and such other monies, securities, property or other assets as it may from time to time acquire under the power and authority herein given, (all of which is hereinafter referred to as the "Trust Estate"), and manage the same prudently, and receive and collect the income therefrom and make the payments and distributions as hereinafter provided.

(b) The Trustee shall pay from the net income of the Trust Estate the amount of One Hundred and Fifty Dollars ($150.00) per month to my wife, Minnie Marina Marinos, as long as she shall live.

(c) The Trustee shall pay from the net income of the Trust Estate the sum of One Hundred and Fifty Dollars ($150.00) per month to my adopted son, Demetrios, until he shall attain the age of twenty-five, and the sum of One Hundred and Fifty Dollars ($150.00) per month to my adopted daughter, Petroula, until she shall attain the age of twenty-five. At the time of the execution of this will, the proceedings for adoption of the said two children are still pending and I expect the final decree of adoption to be made in the near future. However, this provision for these children in this paragraph (c) and in paragraph (d) below shall be effective whether or not the adoption proceedings shall be made final for either or both of them. So long as each of the said children is a minor under the disabilities of non-age, the Trustee shall make the said payments for the benefit of such child to the person or persons then having the care and custody of such child, or to any educational institution in which such child may then be enrolled, or otherwise for the care, maintenance, support or benefit of such child, and receipt for any payment so made shall be full protection for the trustee for payment under the provisions of this will.

(d) If my said son, Demetrios, shall survive to attain the age of twenty-five years, then upon his attaining such age the Trustee shall pay to him from the corpus of the Trust Estate the sum of Five Thousand Dollars ($5,000.00) in cash. If my said daughter, Petroula, shall survive to attain the age of twenty-five years, then upon her attaining such age the Trustee shall pay to her from the porpus of the Trust Estate the sum of Five Thousand Dollars ($5,000.00) in cash.

(e) All of the net income of the Trust Estate in excess of the payments hereinabove provided, and after the death of my wife and after both of the said children have attained the age of twenty-five years or sooner died, then the entire net income from the Trust Estate, shall be paid and distributed by the Trustee annually in the proportions and to the parties as follows:

St. Peter Poor, Argos, Greece	10%
St. Nickol Poor, Argos, Greece	10%
St. Peter for the Orphans Education, Argos, Greece	10%
St. Nikkol's Greek Orthodox Church, Argos Greece	10%
Greek Orthodox Church of Mobile, Mobile, Alabama	10%

Patriarchs of Greek Orthodox Church, Constantinople, Turkey	10%
Archdiocese of United States, Greek Orthodox Church, New York City	5%
Benevolent Home of Mobile, Alabama	10%
Little Sisters of the Poor Home for the Aged, Inc., Mobile, Alabama	5%
Protestant Children's Home, Mobile, Alabama	2½%
Bishop of Mobile, a corporation sole, for the use and benefit of St. Mary's Orphanage	2½%
Ladies Monastery, Patmos, Greece	5%
Baldwin County Tuberculosis Society, Daphne, Alabama	10%

All of such distribution of income as provided in this paragraph (e) shall be made by the Trustee to the said parties exclusively for religious, charitable or educational purposes. The Trustee shall have no responsibility to see to the application of the funds after the payments are made as above provided, but the recipients of said payments shall be obligated to apply the same exclusively for religious, charitable or educational purposes. In the event that it should become impossible or impracticable by reason of war or any other cause, for the Trustee to make the payments as above provided to any party in any foreign country, then during the time that such condition continues, but not exceeding ten (10) years, the Trustee shall accumulate the income provided for such party and during such accumulation may either invest the same or hold the same in cash in its discretion. If during such period of ten (10) years the condition preventing such payment shall cease, then the Trustee shall pay to such party all of the income accumulated for such party during said period together with any interest or income derived therefrom if the same shall have been invested. If such condition shall not cease to exist within said period of ten (10) years, then all of the income so accumulated, together with any income or interest therefrom if the same shall have been invested, shall be added to the corpus of the Trust Estate. In the event that any of the said beneficiaries should cease to exist as an identifiable entity or organization, or payment to any of them should become impossible or impracticable for a period in excess of ten (10) years as hereinabove provided, then the Trustee is hereby directed to seek instructions from a court of competent jurisdiction to designate a substitute party to receive such proportions of the income of the Trust Estate, and in designating such party such court shall attempt to find a purpose as nearly similar as practicable, provided only that the same

shall be exclusively for religious, charitable or educational purposes. When any such substitute beneficiary has been named by a court of competent jurisfiction, then the Trustee shall thereafter pay out such proportion of the net income of the Trust Estate to such beneficiary as designated by such court.

(f) The Trustee created in paragraph (e) above exclusively for charitable, religious or educational purposes shall exist in perpetuity.

(g) The Trustee shall have and is hereby expressly given full power and authority to do all of the things set forth hereinafter in subparagraphs numbered 1 through 12 inclusive, without first obtaining any order of court therefor, as follows:

1. To sell at public or private sale, for cash or on terms, to lease for periods within or beyond the duration of the trust, and to exchange all or any portion of said Trust Estate (including real, personal and mixed property) at such time, for such consideration, and upon such terms and conditions as the Trustees may deem advisable, and to execute all instruments necessary or proper to effect or evidence such sale, lease or exchange;

2. To grant and convey by lease or other instrument, for terms within or beyond the duration of the trust, the right to explore for and to produce and remove oil, gas and minerals on, in or from any lands at any time constituting a part of the Trust Estate, and to grant perpetual easements or easements for terms within or beyond the duration of the Trust on, over and with respect to any such lands;

3. To retain any of the bonds, shares of stock (including stock of The Merchants National Bank of Mobile), real property or other property constituting my estate at the time of my death for such time as to the Trustee shall semm advisable, without liability for any loss the Trust Estate may sustain by reason of its so doing, and to dispose of the same by sale or exchange or otherwise as and when the Trustees shall deem advisable, and to invest and re-invest the proceeds of the property so disposed of in accordance with the provisions of paragraph 12 below;

4. To determine what losses, expenses and other items shall be charged against principal and what against income and to charge the premiums of securities purchased at a premium either against principal or income or partly against income and partly against principal in such

manner as to provide a fair distribution or apportionment between income and principal;

5. To compromise, arbitrate or othersie adjust claims in favor of or against the Trust Estate or theTrustees;

6. To insure, repair, remodel and maintain any buildings or improvements that may be a part ofthe Trust Estate, and to use for such purposes any of the funds of the Trust Estate, whether principal or income, and for such purposes to set up reserves out of income received;

7. To vote all shares of stock at any time forming a part of the Trust Estate at corporate meetings, to waive any notice that I could waive and give any consent that I could give for or with respect to such shares of stock if I were living and owned the same, and to give and delegate to any attorney-in-fact or proxy any power given in this will to said Trustee with respect to such shares of stock, and to cause any stocks, bonds or other securities to be registered in the name of the nominee or nominees of the Trustee, and to participate in any reorganization or liquidation of any corporation in which the Trustee holds stock.

8. To treat stock dividends and other extraordinary non-cash dividends as income or principal of the Trust Estate or to apportion the same between income and principal, in such manner as to provide a fair distribution or apportionment between income and principal.

9. To give and execute powers of attorney for the cancellation of any mortgages, to continue mortgages beyond and after maturity, with or without renewal or extension, upon such terms asmay seem to the Trustee advisable; to foreclose, as an incident to collection of any bond or note, any mortgage or pledge securing such bond or note, and to purchase the mortgaged or pledged property or acquire the same by conveyance without foreclosure; and to retain any property bought in under foreclosure or taken over without foreclosure for such time as to the Trustee shall seem best;

10. To pay from the income or corpus of the Trust Estate any taxes which may be assessed thereon and any and all expenses that may properly be incurred in or about the management of the Trust, including Attorneys' fees;

11. To pay out of the gross income reasonable fees, commissions or other compensation to the Trustee for its services.

12. To invest and re-invest said Trust Estate and proceeds of sale or disposal of any portions thereof in such bonds, mortgages, securities (including stock of The Merchants National Bank of Mobile) real property or other property or interest in property of any kind as the Trustee may deem advisable without regard to any constitutional, statutory or other restrictions of limitations on or rules or regulations with respect to investments of trust funds, all of which restrictions, limitations, rules and regulations are hereby waived and may be entirely disregarded by the Trustee.

(h) The powers and authority herein conferred upon The Merchants National Bank of Mobile as Trustee shall apply to any successor in the business of The Merchants National Bank of Mobile who shall succeed to the administration of this trust, and shall also apply to any successor trustee who may be named by a court of competent jurisdiction if it should become necessary for a successor trustee to be named by a court. The Merchants National Bank of Mobile, or any National Banking Association that may suceed to its business and to the administration of this trust, shall not be required to give any bond for the performance of its duties hereunder. If a court of competent jurisdiction shall at any time appoint a corporate entity as a successor trustee, the court in its discretion is authorized to exempt such successor trustee from the necessity of giving bond if satisfied by evidence of the financial responsibility of such trustee to discharge its duties hereunder. Any trustee acting hereunder shall not be required to make any inventory or inventory accounting or settlement in any court unless especially required to make such accounting by a court of competent jurisdiction, but shall make an accounting at least annually to my said wife as long as she be living, to my said adopted children until they respectively attain the age of twenty-five years, and to any charitable, religious or educational beneficiary hereunder who shall then be entitled to receive ten percent (10%) or more of the distribution of income provided for charitable, religious or educational purposes.

ITEM SEVEN

I hereby give and grant to Malbis Bakery Company, a corporation, for a period of six (6) months after the date of my death, an option to purchase from my estate any capital stock of said Malbis Bakery Company which I may own at the time of my death, at the book value as shown by the last regular statement of said corporation, less a discount of thirty percent (30%). I hereby give and grant to Malbis Plantation, Inc., a corporation, for a period of six (6) months after the date of my death, an option to purchase from my estate any capital stock of said Malbis Plantation, Inc., which I may own at the time of my death, at the book value as shown by the last regular statement of said corporation. If either of these corporations should exercise the option granted in this item, I hereby authorize and direct my Executor hereinafter named to transfer such stock upon receipt of the purchase price as hereinabove provided.

ITEM EIGHT

I hereby nominate, constitute and appoint The Merchants National Bank of Mobile asExecutor of this my last will and testament, and I hereby direct that the said Executor shall not be required to give any bond for performance of its duties hereunder as Executor, nor to file in any court any inventory of my estate or any report of final settlement of its execution of this will or administration of my estate. I hereby authorize and empower said Executor to sell at either private or public sale (without liability on the purchaser to see to the proper application of the proceeds of such sale or sales), convey, lease or exchange all or any part of my estate, whether real, personal or mixed property, for such consideration and upon such terms and conditions as it deems to the interest of the beneficiary or beneficiaries hereunder, and to execute and deliver all instruments necessary to proper to evidence such sale, lease or exchange, and to collect all rents, profits, incomes, dividends or issues due to my estate, to insure, repair or rebuild any buildings or other structures constituting a part of my estate, to settle, compromise or adjust any claims on behalf of or against my estate, and in general to do any and all things with respect to my estate that I myself might do if living and which my said Executor in its discretion may deem proper, and to do all the things specified in this Item Eight without first

obtaining any order of court therefor. My said Executor shall complete the administration of my estate as promptly as practicable and, after payment of the specific bequests provided in Items Two, Three, Four and Five of this will, shall turn over and transfer to the Trustee the remaining assets in accordance with the provisions made hereinabove in this will.

I direct that my Executor shall complete the administration of my estate as promptly as practicable and shall deliver to the Trustee named in ItemSix above the assets devised and bequeathed to the Trustee, or such parth thereof as in its discretion it may appropriately from time to time deliver. Commencing from the date of my death until the time when the Trustee has in its hands sufficient assets to make such payments, the Executor shall make from the income of my estate the monthly payments tof my said wife and to my said adopted children which are provided in paragraphs (b) and (c) of Item Six of this will.

With respect to the two businesses which I have bequeathed to specified persons as provided in Item Twoand and Item Four above, Iauthorize my Executor to permit such persons to continue the operation of the business on their own responsibility immediately after my death, and my Executor shall not be liable for any loss my estate may incur by so doing. I make this provision because it is my desire that the operation of these businesses should not be interrupted as a result of my death, and I have amply sufficient assets otherwise to provide payment in full for any creditors of these businesses or other creditors of my estate.

If there should not be sufficient cash available for payment when due of the indebtedness evidenced by any promissory note or notes signed by me or for the payment of which I am liable which may be unpaid at the time of my death, my Executors is expressly authorized to renew such note or notes or to endorse a renewal note or notes or to give a new note or notes for all or any part of such indebtedness. I further authorize and empower my Executor in its discretion to borrow and give a new promissory note or notes for any cash needed for the payment of the debts, taxes (including estate taxes, if any) or expenses hereinabove mentioned, and to mortgage or pledge all or any part of my estate to secure the payment of such note or notes in order to avoid as far as possible any sacrifice on any part of my estate by reason of a forced liquidation thereof.

I expressly authorize my said Executor to continue to hold, represent and vote any shares of corporate stock which I may own at the time of my death until such time as said Executor shall deem it expedient to sell the same or turn over the same to the Trustee hereinabove named, and said Executor shall not be liable for any loss which my estate may suffer by reason of such action on its part. While holding shares of stock of any corporation said Executor may waive any notice that I could waive, and give any consent that I could give for or with respect to such shares of stock if I were living, and may give and delegate to any attorney-in-fact or proxy any power given in this will to said Executor with respect to such shares of stock. The provisions contained herein with respect to The Merchants National Bank of Mobile shall apply equally to any National Banking Association with trust powers which may become a successor to The Merchants National Bank of Mobile.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 29 day of January, 1954.

George Marinos (Seal)

Signed, sealed, published and declared to be his last will and testament by George Marinos in our presence and we, at his request, and in his presence and in the presence of each other, have hereunto set our signatures as witnesses, on the day the same bears date.

Wilhelmina H. Schwarz

N. F. Adams

C. A. L. Johnstone, Jr.

J. C. GRIMES	)	
COMPLAINANT	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
VS	)	IN EQUITY
MINNIE MARINA MARINOS, ET AL,	)	NO.3706
	)	
RESPONDENTS	)	

TO MRS. ALICE J. DUCK, CLERK OF SAID COURT:

Comes now the Complainant, by his attorney and request the Clerk to issue a subpoena duces tecum to Garrett V. Aldridge, Trust office of the Merchants National Bank of Mobile, Alabama, to be and appear in the Circuit Court of Baldwin County, Alabama, on the 18th day of February, 1959, at 10 A. M. and to bring with him at such time and place all books, documents, records, papers, deeds, notices, abstracts and all other papers they have in their possession pertaining to and connected with the title to the following described land in Baldwin County, Alabama, to-wit:

> North half of the Southeast quarter of the Northwest quarter of Section 24, Township 5 South, Range 3 East; South half of Southwest quarter of Section 35, Township 4 South, Range 4 East; West half of the Southeast quarter and West 3/8 of the East half of the Southeast quarter and the Southwest quarter of Section 29, Township 4 South, Range 4 East; and Northwest quarter of the Southeast quarter of Section 24, Township 5 South, Range 3 East.

Wilters & Brantley

BY: Harry J. Wilters, Jr.

Solicitors for the Complainant

Before me the undersigned authority, personally appeared Harry J. Wilters Jr., one of the attorneys for the Complainant in the above styled cause and being by me first duly sworn, deposes and says on oath that the personal attendance of Garrett V. Aldridge is necessary for the proper decision of this cause and that his deposition would be insufficient for the purpose.

Harry J. Wilters, Jr.

Sworn to and subscribed before me this 18th day of February, 1959.

Evelyn Watts

Notary Public, Baldwin County, Alabama

J. C. GRIMES

COMPLAINANT

VS

MINNIE MARINA MARINOS, ET AL,

RESPONDENTS

AFFIDAVIT

Filed 2-18-59
Alice French
Reg. 30

J.C. GRIMES, Complainant, vs. MINNIE MARINA MARINOS, et al, Respondents.	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. IN EQUITY. NO. 3706.

Comes now The Bishop of Mobile, a Corporation Sole, and Little Sisters of the Poor, Home for the Aged, Inc., and refile to the bill of complaint as last amended the motion to dismiss certain respondents and for taxation of costs, heretofore filed by the respondents and addressed at that time to the bill prior to the latest amendment.

And these respondents say that the religious and charitable institutions named in the will of George Marinos, deceased, and the minor respondents named in the bill of complaint, have no interest in any of the lands in controversy in this proceeding, that all of such parties respondent are improper parties respondent and the continued prosecution of this cause against such respondents is vexatious, frivolous and has burdened and will burden the charitable trust and the beneficiaries of the charitable trust involved under the will of George Marinos, deceased, with unnecessary costs, trouble and expense.

WHEREFORE, these movants pray for an order dismissing them and the religious and charitable institutions named in the bill of complaint as parties respondent in this cause, and that the costs of making this motion, including a

reasonable attorney's fee, be taxed against the complainant in this cause.

SOLICITOR FOR THE BISHOP OF
MOBILE, A CORPORATION SOLE,

-and-

LITTLE SISTERS OF THE POOR,
HOME FOR THE AGED, INC., A
CORPORATION.

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me Vincent F. Kilborn, known to me and being by me duly sworn deposes and says that he is counsel of record for the respondents named in the foregoing motion and is informed and believes and on such information and belief states that the matters set forth in the motion to dismiss as originally filed and as now refiled are true and correct.

Subscribed and sworn to
before me this 21
day of December, 1956.
Notary Public Mobile County
Frances Hart

filed Jan 2, 1957
Alice J. Huck
Register

SUBPOENA DUCES TECUM

J. C. GRIMES	)	
COMPLAINANT	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
VS	)	IN EQUITY
MINNIE MARINA MARINOS, ET AL,	)	NO. 3706
	)	
RESPONDENTS	)	

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon GARRETT V. ALDRIDGE, Trust Officer of the Merchants National Bank of Mobile, Alabama, at the instance of J. C. Grimes to appear before this court on the 18th day of February, 1959, at 10 A. M. and to bring with him and produce at said time and place to be used as evidence, all books, documents, records, papers, deeds, notices, abstracts and all other papers he has in his possession pertaining to the title to and connected with the title to the following described land in Baldwin County, Alabama, to-wit:

> North half of the Southeast quarter of the Northwest quarter of Section 24, Township 5 South, Range 3 East; South half of Southwest quarter of Section 35, Township 4 South, Range 4 East; West half of the Southeast quarter and West 3/8 of the East half of the Southeast quarter and the Southwest quarter of Section 29, Township 4 South, Range 4 East; and Northwest quarter of the Southeast quarter of Section 24, Township 5 South, Range 3 East.

And then and there to testify concerning all and singular those things of which he may have knowledge or the said instruments or writing doth import.

Witness my hand this 18 day of February, 1959.

Alice J. Heuck
Clerk

This is to certify that an affidavit was made by one of the attorneys for J. C. Grimes that personal attendance of the above named witness is necessary for a proper decision of this cause.

Alice J. Heuck
Clerk

J. C. GRIMES

COMPLAINANT

VS

MIMMIE MARINA MARINOS, ET AL,

RESPONDENTS

SUBPOENA DUCES TECUM

FILED

FEB 18 1968

ALICE I DUCK CLERK REGISTER

3/

J. C. GRIMES COMPLAINANT VS MINNIE MARINA MARINOS, ET AL, RESPONDENTS	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY NO. 3706

Comes now the Complainant in the above styled cause and amends his complaint by striking the following named persons and parties therefrom: Minnie Marina Marinos, Demetrious Marinos, a minor and Petroula Marinos, A minor.

FILED
FEB 18 1959
ALICE L. DUCK, CLERK
REGISTER

Wilkers & Brantley
BY: Gilbert M Brantley
Solicitors for the Complainant

J. C. GRIMES

COMPLAINANT

VS

MINNIE MARINA MARINOS, ET AL,

RESPONDENTS

AMENDED COMPLAINT

FILED

FEB 10 1959

ALICE I. DUCK, CLERK REGISTER

27

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon MERCHANTS NATIONAL BANK OF MOBILE, as Executor and Trustee under the Last Will and Testament of George Marinos, deceased, MALBIS MEMORIAL FOUNDATION, DEMETRIOS MARINOS, a minor, and PETROULA MARINOS, a minor, to appear and plead, answer or demur within twenty days from the service hereof to amended Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, in Equity, by J. C. GRIMES, as Complainant, and against Minnie Marina Marinos, et al, as Respondents.

WITNESS my hand this 13 day of January, 1958.

Register

J. C. GRIMES	)	
COMPLAINANT	)	IN THE CIRCUIT COURT OF
VS	)	BALDWIN COUNTY, ALABAMA,
MINNIE MARINA MARINOS, ET AL,	)	IN EQUITY
RESPONDENTS	)	CASE NO. 3706

Comes now the Complainant in the above styled cause and amends his Complaint by striking the Amendment thereto in its entirety and by adding the following:

6.

That during the years 1932 through 1936 J. C. Grimes and George Marinos were partners in a business called Loxley Grain Company, each owned an undivided one half interest therein. On November 30, 1934, J. C. Grimes and George Marinos purchased the following described land located in Baldwin County, Alabama, from A. H. Wagner and wife Mary A. Wagner, to-wit:

West half of the Southeast quarter and West 3/8 of East half of Southeast quarter and Southwest quarter of Section 29, Township 4 South, Range 4 East.

This deed is recorded in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 56 NS, page 328. Valuable consideration was paid for this land. J. C. Grimes and George Marinos each paid one half of the purchase price at or prior to the time of said sale. It was distinctly and unequivocally understood and agreed by J. C. Grimes and George Marinos that J. C. Grimes would own a one half interest in and to

this property. The title to this property was erroneously put in the names J. C. Grimes and J. S. Lowery. To get the title out of J. S. Lowery and for convenience of J. C. Grimes and George Marinos they conveyed legal title to this land to George Marinos by a deed dated July 30, 1935, and recorded in Deed Book 58 NS, page 213, BaldwinCounty records. This conveyance was made without any consideration. At the time this deed was made, it was distinctly understood and agreed by and between J. C. Grimes and George Marinos that J. C. Grimes would and did own an undivided one half equitable interest in the aforesaid land. George Marinos always recognized the Complainant's interest in this tract of land and on several occasions told different people that the Complainant owned an interest in it.

In the latter part of the year 1950,S. M. Adams Inc., acting through their agent, attempted to purchase the timber on this land from George Marinos; at that time George Marinos told the said agent that J. C. Grimes owned a one half interest in this tract of land, that he would have to trade with the Complainant. The Complainant on or about November 10, 1950, sold the timber on the aforesaid tract of land to S. M. Adams, Inc., and they paid J. C. Grimes one half of the purchase price and George Marinos one half of the purchase price.

7.

On July 30, 1935, the Complainant and George Marinos purchased from J. S. Lowery the following described property located in Baldwin County, Alabama, to-wit:

> South half of the Southwest quarter of Section 35, Township 4 South, Range 4 East.

This deed is recorded in the Baldwin County records in Deed Book 58 NS, page 212. J. C. Grimes and George Marinos each paid one half the purchase price for this land either prior to or at the time of the sale. For convenience of the parties the legal title was taken in George Marinos' name. It was clearly, distinctly and unequivocally understood and agreed that J. C. Grimes did and would own a one half interest in this land. George Marinos always recognized J. C. Grimes' interest in this land. On Various occasions he stated that the Complainant owned an interest in it.

Within a ten year period of time next preceding the time of the filing of this Bill of Complaint James Stapleton tried to buy the timber off this tract of land from George Marinos. At that time George Marinos told him that J. C.Grimes owned one half of this land.

8.

On August 8, 1933, the Complainant and George Marinos bought from Randolph McGowan and wife Mary M. McGowan the following described tract of land in Baldwin County, Alabama, to-wit:

Northwest quarter of Southeast quarter of Section 24, Township 5 South, Range 3 East.

This deed is recorded in Baldwin County, Alabama,in DeedBook 55 NS, page 86.

The legal title to this land was put in Loxley Grain Company. George Marinos and the Complainant each paid one half of the purchase price for this land at or before the time of this sale. And it was then fully understood and agreed that each did and would own an undivided one half interest in said land. George Marinos and J. C. Grimes, since this time, have always recognized one another's title in said land. Ralph Green rented this land in 1936 from J. C. Grimes, who told Green that he and George Marinos owned the land equally and instructed him to pay the rent to George Marinos to be put in a "pot". Green rented this land continuously until about 1946. He rented the land again in 1953 from George Marinos; at that time George Marinos told Green that he and the Complainant still owned the land jointly.

9.

On June 18, 1935, the Complainant and George Marinos purchased from R. R. Devine and Inez Devine the following described land in Baldwin County, Alabama, to-wit:

North half of the Southeast quarter of the Northwest quarter of Section 24, Township 5 South, Range 3 East.

This deed is recorded in Baldwin County records in Deed Book 58 NS, page 214. For convenience of the parties the legal title was put in George Marinos. George Marinos and the Complainant each paid one half of the purchase price for this land at or before the time of this sale. And it was then fully understood and agreed that each did and would own an undivided

one half interest in said land. George Marinos and J. C. Grimes, since this time, have always recognized one another's title in said land. Ralph Green rented this land in 1936 from J.C.Grimes, who told Green that he and George Marinos owned the land equally and instructed him to pay the rent to George Marinos to be put in a "pot". Green rented this land continuously until about 1946. He rented the land again in 1953 from George Marinos; at that time George Marinos told Green that he and the Complainant still owned the land jointly.

10.

In 1936 Loxley Grain Company, a partnership, was dissolved by oral agreement by and between J. C. Grimes and George Marinos; this settlement was made as to all of the assets of this partnership except the aforesaid land.

PRAYER FOR PROCESS

Your Complainant prays that the proper process of this court issue to Merchants National Bank of Mobile, as Executor and trustee under the Last Will and Testament of George Marinos, deceased, Malbis Memorial Foundation, Demetrios Marinos, a minor, and Petroula Marinos, a minor.

PRAYER FOR RELIEF

Premises considered, your Complainant prays that on a final hearing of this cause, Your Honor will, in addition to the relief prayed for in the original Bill of Complaint, grant to your Complainant the following relief:

6. Decree that J. C. Grimes owns an equitable undivided one-half interest in said land.

7. Decree that the Respondents or a part of them hold title to an undivided one half interest in said property in trust for J. C.Grimes.

8. Decree that J. C. Grimes owns an equitable undivided one half interest in and to this property by use of resulting trust.

Your Complainant further shows unto the Court that Demetrios Marinos and Petroula Marinos are minors and he respectfully prays that your Honor will appoint a guardian ad litem to represent their interest in this cause.

Wilters & Brantley

BY: Harry J. Wilters, Jr.

Solicitors for the Complainant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, in and for said County and State, personally appeared Harry J. Wilters Jr., who is known to me, and who having been by me first duly sworn, deposes and says: that he is one of the Solicitors of the Complainant in the above styled cause, and that he has been informed and believes and upon such information and belief says that the facts stated in the foregoing Amendment to Bill of Complaint are true.

Harry J. Wilters, Jr.

Sworn to and subscribed before me this 13th day of January, 1958.

Evelyn Watts
Notary Public, Baldwin County, Alabama

Service accepted this 13th day of January, 1958
J. B. Blackburn
Solicitor for Merchants National Bank as Executor and Trustee and Mattie Memorial Foundation.

FILED
JAN 13 1958
ALICE J. DUCK, CLERK REGISTER

Executed Jan 16, 1958
By serving
Demetrios Marinos +
Petroula Marinos, minor
By service on: Minnie Marian Marinos
their mother

eceived 13 day of Jan 1958
d on 16 day of Jan 1958
served a copy of the within Amended Complaint
Demetrios Marinos, a minor
Petrula Marinos, a minor
service on Minnie Marina Marinos,
their mother

TAYLOR WILKINS, Sheriff
By Eddleigh Steadham, D. S.

Loyley, ala

heriff claims 80 miles at
en Cents per mile Total $ 8.00
TAYLOR WILKINS, Sheriff
Y Steadham
DEPUTY SHERIFF

96401

3706

J. C. GRIMES

COMPLAINANT

VS

MINNIE MARINA MARINOS, ET AL,

RESPONDENTS

AMENDMENT

FILED
JAN 13 1958
ALICE J. DUCK, Register

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J. C. GRIMES, Complainant VS MINNIE MARIAN MARINOS, ET AL, Respondent	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY CASE NO. 3706

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 DEMETRIOS MARINOS and PETROULA MARINOS, Minors to represent and protect their interest in the case as styled above.

Given under my hand this 13th day of January, 1958.

Alice J. Duck
Register in Chancery

I hereby accept the appointment of guardian ad litem for DEMETRIOS MARINOS and PETROULA MARINOS, Minors to represent and protect their interest in the case as styled above.

Witness my hand this 14th day of January, 1958.

John V. Duck
Guardian Ad Litem

J. C. GRIMES Complainant VS MINNIE MARINOS, etal Respondents	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY NO.3706

Comes now Demetrios Marinos and Petroula Marinos, by their Guardian Ad Litem, and moves the court to dismiss the Bill in this cause as to these Respondents by reason of the following:

That it affirmatively appears that the sole provision of the Will of George Marinos dealing with such minor respondents is a provision of paragraph 6 of the Will in item (C), requiring that the Trustee under the Will of George Marinos pay One Hundred and Fifty ($150.00)Dollars a month to the Respondent, Demetrios Marinos and One Hundred and Fifty ($150.00)Dollars, to the Respondent, Petroula Marinos for a specified span of years, and the further provision of item 6 (D) for the payment to Demetrios and Petroula Marinos of Five Thousand ($5,000.00) each condition upon their survival to the age of twenty five years. Other than the foregoing, such minors do no have and cannot have any interest, legal or equitable, in the real properties of the Estate of George Marinos.

WHEREFORE, these Respondents pray the Court for an order dismissing the Bill of Complaint as to these Respondents as unnecessary and improper parties to the above style cause.

The above Respondents further pray that the cost incurred by their being named as parties in this action be taxed to the Complainant.

Guardian Ad Litem for
Demetrios and Petroula
Marinos.

FILED
FEB 19 1958
ALICE L. DUCK, CLERK
REGISTER

J. C. GRIMES

Complainant

-VS-

MINNIE MARINOS, etal

Respondents

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

No. 3706

FILED

FEB 18 1958

ALICE I. BUCK, Register

24

J. C. GRIMES	)	IN THE CIRCUIT COURT OF
COMPLAINANT	)	BALDWIN COUNTY, ALABAMA,
VS	)	IN EQUITY
MINNIE MARINA MARINOS, ET AL,	)	No. 3706
RESPONDENTS	)	

DECREE GRANTING MOTION TO STRIKE UNNECESSARY PARTIES

This cause coming on to be heard on this day is submitted on a written motion filed in this cause on February 18, 1958, by John V. Duck, Guardian ad Litem for Demetrios Marinos and Petroula Marinos, minors, to dismiss the said parties as parties to this cause, upon consideration thereof, It is Ordered, Adjudged and Decreed by the Court as follows:

1. The motion is hereby granted and Demetrios Marinos and Petroula Marinos minors, are hereby dismissed as Respondents in this cause.

2. The cost of this proceeding, so far as the same relates to Demetrios Marinos and Petroula Marinos, minors, are not taxed at this time, jurisdiction of this matter is hereby reserved for further orders or decrees as may be necessary.

Done this the 24 day of July, 1958.

Hubert M Hale
JUDGE

MV
3706

J. C. GRIMES

PLAINTIFF

VS

MINNIE MARINA MARINOS, ET AL,

RESPONDENTS

DECREE GRANTING MOTION TO S$RIKE
UNNECESSARY PARTIES

Filed 7-24-58
Alice J. Herrick
Register

J. C. GRIMES, Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA
MINNIE MARINA MARINOS, ET AL.,	)	IN EQUITY NO. 3706
Respondents.	)	

ANSWER AND CROSS BILL

Now come The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, a corporation, two of the respondents in this proceeding, each separately and severally, and for answer to the Bill of Complaint as last amended, say:

1. These respondents each admit the allegations of Paragraph Numbered 1 of the Bill of Complaint as last amended.

2. The Merchants National Bank of Mobile, a National Banking Association, admits that it is a national banking association and that it has been appointed, qualified and is now acting as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, the administration of which said estate is now pending in the Circuit Court of Baldwin County, Alabama, in Equity.

The respondent, Malbis Memorial Foundation, a corporation, admits that it is a corporation.

These respondents each deny that the other respondents named in Paragraph Numbered 2 of the Bill of Complaint as last amended have any right, title or interest in and to the real property which is described in the Bill of Complaint as last amended, and deny each and all of the other allegations of Paragraph Numbered 2 of the said Bill of Complaint as last amended.

3. These respondents each deny each and all of the allegations of Paragraph Numbered 3 of the Bill of Complaint as last amended.

4. These respondents each deny that the complainant owns

a one-half interest or any other interest in and to the lands described in the Bill of Complaint as last amended. These respondents admit that they acquired title to the property involved in this proceeding under the Last Will and Testament of George Marinos, Deceased, and further admit that the said will has been admitted to probate and record in and by the Probate Court of Baldwin County, Alabama. These respondents each deny each and all of the other allegations of Paragraph Numbered 4 of the Bill of Complaint as last amended.

5. These respondents admit that the complainant is represented in this proceeding by the firm of Wilters and Brantley, but deny each and all of the other allegations of Paragraph Numbered 5 of the Bill of Complaint as last amended.

6. These respondents each admit that George Marinos acquired title to the West Half of the Southeast Quarter, and the West three-eighths of the East Half of the Southeast Quarter and the Southwest Quarter of Section 29, Township 4 South, Range 4 East in Baldwin County, Alabama, from J. S. Lowrey and the complainant, J. C. Grimes, by deed dated July 30, 1935, which is recorded in Deed Book 58 at page 213, Baldwin County, Alabama Records, but deny each and all of the other allegations of Paragraph Numbered 6 of the Bill of Complaint as last amended.

For further answer to Paragraph Numbered 6 of the Bill of Complaint as last amended, these respondents each allege that the West Half of the Southeast Quarter, and the West three-eighths of the East Half of the Southeast Quarter and the Southwest Quarter of Section 29, Township 4 South, Range 4 East in Baldwin County, Alabama, which is the property that was conveyed to George Marinos by the above described deed, is timber land and used for no other purpose than the growing of timber, and that the said property was devised to the respondent, Malbis Memorial Foundation, in Item Five of the Last Will and Testament of George Marinos, Deceased, to be handled and disposed of as provided in the said Last Will and Testament of George Marinos, Deceased.

7. These respondents each admit that George Marinos acquired title to the South Half of the Southwest Quarter of Section 35, Township 4 South, Range 4 East in Baldwin County, Alabama, from J. S. Lowrey by deed dated July 30, 1935, which is recorded in Deed Book 58 at page 212, Baldwin County, Alabama Records, but deny each and all of the other allegations of Paragraph Numbered 7 of the Bill of Complaint as last amended.

For further answer to Paragraph Numbered 7 of the Bill of Complaint as last amended, these respondents each allege that the South Half of the Southwest Quarter of Section 35, Township 4 South, Range 4 East, Baldwin County, Alabama, which is the property that was conveyed to George Marinos by the above described deed, is timber land and used for no other purpose than the growing of timber, and that the said property was devised to the respondent, Malbis Memorial Foundation, in Item Five of the Last Will and Testament of George Marinos, Deceased, to be handled and disposed of as provided in the said Last Will and Testament of George Marinos, Deceased.

8. These respondents each admit that the Northwest Quarter of the Southeast Quarter of Section 24, Township 5 South, Range 3 East, Baldwin County, Alabama, was conveyed by Randolph McGowan and wife to Loxley Grain Company by deed dated August 8, 1933, which is recorded in Deed Book 55 at page 86, Baldwin County, Alabama Records, but deny each and all of the other allegations of Paragraph Numbered 8 of the Bill of Complaint as last amended.

For further answer to Paragraph Numbered 8 of the Bill of Complaint as last amended, the respondent, The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, alleges that it, as said executor and trustee, acquired title to the Northwest Quarter of the Southeast Quarter of Section 24, Township 5 South, Range 3 East, Baldwin County, Alabama, which is farm land, through the Last Will and Testament of George Marinos,

Deceased, and that title to the said property is vested in it as trustee, subject only to such rights as it has or may have in the said property as Executor of and under the said Last Will and Testament of George Marinos, Deceased.

The said Merchants National Bank of Mobile, as said executor and trustee, for further answer to Paragraph Numbered 8 of the Bill of Complaint as last amended, alleges that the complainant, J. C. Grimes, has collected rentals on the said property and has not accounted to it as said executor and trustee for any of the rentals on the said property which may be due to it.

9. These respondents each admit that George Marinos acquired title to the North Half of the Southeast Quarter of the Northwest Quarter of Section 24, Township 5 South, Range 3 East, Baldwin County, Alabama, from R. R. Devine and wife by deed dated June 18, 1935, which is recorded in Deed Book 58 at page 214, Baldwin County, Alabama Records, but deny each and all of the other allegations of Paragraph Numbered 9 of the said Bill of Complaint as last amended.

For further answer to Paragraph Numbered 9 of the Bill of Complaint as last amended, The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, alleges that it, as said executor and trustee, acquired title to the North Half of the Southeast Quarter of the Northwest Quarter of Section 24, Township 5 South, Range 3 East, Baldwin County, Alabama, which is farm land, through the Last Will and Testament of George Marinos, Deceased, and that title to the said property is vested in it as trustee, subject only to such rights as it has or may have in the said property as Executor of and under the Last Will and Testament of George Marinos, Deceased.

10. These respondents deny each and all of the allegations of Paragraph Numbered 10 of the Bill of Complaint as last amended.

11. These respondents, each separately and severally, for further answer to the Bill of Complaint as last amended, allege that the complainant's cause of action, as alleged in the amended Bill of Complaint filed by him in this cause, separately and sev-

erally as to each parcel of land described in the said amended Bill of Complaint, is barred by laches.

12. These respondents, each separately and severally, for further answer to the Bill of Complaint as last amended, allege that the complainant's cause of action, as alleged in the amended Bill of Complaint filed by him in this cause, separately and severally as to each parcel of land described in the said amended Bill of Complaint, is barred by the ten-year statute of limitations.

13. These respondents, each separately and severally, for further answer to the Bill of Complaint as last amended, allege that the complainant's cause of action, as alleged in the amended Bill of Complaint filed by him in this cause, separately and severally as to each parcel of land described in the said amended Bill of Complaint, is barred by the doctrine of prescription of twenty years.

14. These respondents, for further answer to the Bill of Complaint as last amended, allege that George Marinos, at the time of his death, and that these respondents at the time of the filing of this suit, were in the actual possession of all of the lands described in the said Bill of Complaint as last amended, except the Northwest Quarter of the Southeast Quarter of Section 24, Township 5 South, Range 3 East, Baldwin County, Alabama, under claim of ownership, and that at the time of the filing of this suit and at the time of the filing of this answer no suit was pending to enforce or test the title to or right to possession of any of the property described in the Bill of Complaint as last amended, other than this suit, and these respondents here and now call upon the complainant to set forth and specify his title, claim, interest or encumbrance, and how and by what instrument the same is derived and created.

Having fully answered the said Bill of Complaint as last amended, these respondents pray that this answer be taken and treated in all respects as a cross bill and that the complainant be

required to appear and plead, answer or demur to this cross bill in the manner provided by law.

Upon a final hearing of this cause these respondents, separately and severally, pray for the following separate and several relief:

A. That the title to the above described timber lands be quieted in the respondent, Malbis Memorial Foundation, a corporation, as Trustee under the Last Will and Testament of George Marinos, Deceased, and against the complainant, J. C. Grimes.

B. That the title to the above described farm lands, except the Northwest Quarter of the Southeast Quarter of Section 24, Township 5 South, Range 3 East, Baldwin County, Alabama, be quieted in the respondent, The Merchants National Bank of Mobile, a National Banking Association, as Trustee under the Last Will and Testament of George Marinos, Deceased, and against the complainant, J. C. Grimes.

C. These respondents and cross complainants further pray for such other, further and general relief as they, or either of them, may be equitably entitled to, the premises considered.

J. B. Blackburn

McCORVEY, TURNER, JOHNSTONE, ADAMS AND MAY

By C. R. Johnstone Jr.

Solicitors for the above named respondents and cross complainants.

FILED

FEB 18 1959

ALICE L. DUCK, CLERK REGISTER

J. C. GRIMES,	)	
VS. Complainant,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
MINNIE MARINA MARINOS, ET AL.,	)	IN EQUITY NO. 3706
Respondents.	)	

FINAL DECREE

This cause coming on to be heard on this date is submitted for a final decree on the pleadings and proof as noted by the Register (the proof being testimony of witnesses taken in open court in the manner provided by Equity Rule Number 56, as amended), upon consideration of all of which, the court is of the opinion and finds as follows:

A. The complainant and cross respondent, J. C. Grimes, is entitled to the relief prayed for by him in his Bill of Complaint as last amended to the extent provided in this decree; and the respondents and cross complainants, the Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under the Last Will and Testament of George Marinos, Deceased, and Malbis Memorial Foundation, a corporation, as Trustee under the Last Will and Testament of George Marinos, Deceased, are not entitled to the relief prayed for by them in their cross bill.

B. The complainant and cross respondent, J. C. Grimes, has proved to the satisfaction of this court that he owns an equitable one-half interest in and to the real property described in his Bill of Complaint as last amended, and that the said real property can be partitioned in kind.

C. Complainant and cross respondent's solicitors of record are entitled to be paid a fee for the services rendered by them in this proceeding.

Upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The complainant and cross respondent, J. C. Grimes, owns an equitable one-half interest in and to the real property described in the Bill of Complaint as last amended, which has been filed in this cause by him, which is the following described real

property situated in Baldwin County, Alabama, to-wit:

West three-eighths of East Half of Southeast Quarter;
West Half of Southeast Quarter;
Southwest Quarter;
All in Section 29, Township 4 South, Range 4 East.

South Half of Southwest Quarter, Section 35,
Township 4 South, Range 4 East.

Northwest Quarter of Southeast Quarter;
North Half of Southeast Quarter of Northwest Quarter;
All in Section 24, Township 5 South, Range 3 East.

2. Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, owns an equitable one-half interest in and to the timber lands which are described in the complainant and cross respondent's Bill of Complaint as last amended, which are the following described lands situated in Baldwin County, Alabama, to-wit:

West three-eighths of East Half of Southeast Quarter;
West Half of Southeast Quarter;
Southwest Quarter;
All in Section 29, Township 4 South, Range 4 East.

South Half of Southwest Quarter of Section 35,
Township 4 South, Range 4 East.

The Merchants National Bank of Mobile, a National Banking Association, as Executor and Trustee under Item Six of the Last Will and Testament of George Marinos, Deceased, owns an equitable one-half interest in and to the farm lands described in the said Bill of Complaint as last amended, which are the following described lands situated in Baldwin County, Alabama, to-wit:

North Half of Southeast Quarter of Northwest Quarter;
Northwest Quarter of Southeast Quarter;
All in Section 24, Township 5 South, Range 3 East.

3. All of the said real property can be equitably divided between the complainant and cross respondent, J. C. Grimes, and the respondents and cross complainants, Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, and the Merchants National Bank of Mobile, a National Banking Association, as Executor and as Trustee under Item Six of the Last Will and Testament of George Marinos, Deceased, in the following manner:

The complainant and cross respondent, J. C. Grimes,

shall receive in the said division and partition the following described real property situated in Baldwin County, Alabama, to-wit:

West eleven-sixteenths of East Half of Southwest Quarter;
West Half of Southwest Quarter,
All in Section 29, Township 4 South, Range 4 East,
SUBJECT, however, to a right of way over and across the said property, not to exceed 20 feet in width, to be located in a way and manner whereby Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, and those who may hereafter claim through it, will have reasonable ingress and egress to property in the said Section 29, Township 4 South, Range 4 East, which is vested in it by and which is specifically described in this decree, which right of way shall be so located that it will not be necessary for Malbis Memorial Foundation, a corporation, as said Trustee, or those who may hereafter claim through it, to cross low, wet or swampy ground.

Also, Northwest Quarter of Southeast Quarter of Section 24, Township 5 South, Range 3 East.

The respondent and cross complainant, Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, shall receive in the said division and partition the following described real property situated in Baldwin County, Alabama, to-wit:

West three-eighths of East Half of Southeast Quarter;
West Half of Southeast Quarter;
East five-sixteenths of East Half of Southwest Quarter;
All in Section 29, Township 4 South, Range 4 East.

And, also, a right of way over and across the lands in Section 29, Township 4 South, Range 4 East, which are specifically described in this paragraph of this decree, not to exceed 20 feet in width, to be located in a way and manner whereby Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, and those who may hereafter claim through it, will have reasonable ingress and egress to property in the said Section 29, Township 4 South, Range 4 East, which is vested in it by and which is specifically described above in this paragraph of this decree, which right of way shall be so located that it will not be necessary for Malbis Memorial Foundation, a corporation, as said Trustee, or those who may hereafter claim through it, to cross low, wet or swampy ground.

Also, the South Half of Southwest Quarter, Section 35, Township 4 South, Range 4 East.

The respondent and cross complainant, Merchants National Bank of Mobile, a National Banking Association, as Trustee under Item Six of the said will, shall receive in the said division and partition the following described real property situated in Baldwin County, Alabama, to-wit:

North Half of Southeast Quarter of Northwest

Quarter of Section 24, Township 5 South, Range 3 East.

4. Pursuant to the provisions of Equity Rule Number 72, a one-half interest in and to the following described real property situated in Baldwin County, Alabama, to-wit:

West eleven-sixteenths of East Half of Southwest Quarter;
West Half of Southwest Quarter,
All in Section 29, Township 4 South, Range 4 East, SUBJECT, however, to a right of way over and across the said property, not to exceed 20 feet in width, to be located in a way and manner whereby Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, and those who may hereafter claim through it, will have reasonable ingress and egress to property in the said Section 29, Township 4 South, Range 4 East, which is vested in it by and which is specifically described in this decree, which right of way shall be so located that it will not be necessary for Malbis Memorial Foundation, a corporation, as said Trustee, or those who may hereafter claim through it, to cross low, wet or swampy ground.

Also, Northwest Quarter of Southeast Quarter of Section 24, Township 5 South, Range 3 East,

is hereby divested out of Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, and out of the Merchants National Bank of Mobile, a National Banking Association, as Executor and as Trustee under Item Six of the Last Will and Testament of George Marinos, Deceased, and vested in the complainant and cross respondent, J. C. Grimes.

5. Pursuant to the provisions of Equity Rule Number 72, a one-half interest in and to the following described real property situated in Baldwin County, Alabama, to-wit:

West three-eighths of East Half of Southeast Quarter;
West Half of Southeast Quarter;
East five-sixteenths of East Half of Southwest Quarter,
All in Section 29, Township 4 South, Range 4 East;

And, also, a right of way over and across the lands in Section 29, Township 4 South, Range 4 East, which are specifically described in Paragraph Numbered 4 of this decree, not to exceed 20 feet in width, to be located in a way and manner whereby Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, and those who may hereafter claim through it, will have reasonable

ingress and egress to property in the said Section 29, Township 4 South, Range 4 East, which is vested in it by and which is specifically described above in this paragraph of this decree, which right of way shall be so located that it will not be necessary for Malbis Memorial Foundation, a corporation, as said Trustee, or those who may hereafter claim through it, to cross low, wet or swampy ground;

Also, South Half of Southwest Quarter, Section 35, Township 4 South, Range 4 East,

is divested out of the complainant and cross respondent, J. C. Grimes, and vested in the respondent and cross complainant, Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased.

6. Pursuant to the provisions of Equity Rule Number 72, a one-half interest in and to the following described real property situated in Baldwin County, Alabama, to-wit:

North Half of Southeast Quarter of Northwest Quarter of Section 24, Township 5 South, Range 3 East,

is hereby divested out of the complainant and cross respondent, J. C. Grimes, and vested in the respondent and cross complainant, the Merchants National Bank of Mobile, a National Banking Association, as Trustee under Item Six of the Last Will and Testament of George Marinos, Deceased.

7. The complainant and cross respondent's title to the following described real property situated in Baldwin County, Alabama, to-wit:

West eleven-sixteenths of East Half of Southwest Quarter;
West Half of Southwest Quarter,
All in Section 29, Township 4 South, Range 4 East,
SUBJECT, however, to the right of way described in Parggraph Numbered 4 of this decree.

And, also, Northwest Quarter of Southeast Quarter of Section 24, Township 5 South, Range 3 East,

is hereby quieted against Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, and against the Merchants National Bank of Mobile, a National Banking Association, as Executor of the Last Will and Testament of George Marinos, Deceased, and as Trustee under Item Six of the Last Will and Testament of George Marinos, Deceased.

The Merchants National Bank of Mobile, a National Banking Association, as Executor, and as Trustee, under Item Six of the Last Will and Testament of George Marinos, Deceased; and Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, have no right, title or interest in, lien or encumbrance on, the said lands or any part thereof or any interest therein (except the said right of way).

8. The title of the respondent and cross complainant, Malbis Memorial Foundation, a corporation, as Trustee under Item Five of the Last Will and Testament of George Marinos, Deceased, is hereby quieted against the complainant and cross respondent, J. C. Grimes, in and to the following described real property situated in Baldwin County, Alabama, to-wit:

> West three-eighths of East Half of Southeast Quarter;
> West Half of Southeast Quarter;
> East five-sixteenths of East Half of Southwest Quarter,
> All in Section 29, Township 4 South, Range 4 East.
>
> South Half of Southwest Quarter, Section 35, Township 4 South, Range 4 East.

The said J. C. Grimes has no right, title or interest in, lien or encumbrance on, the said lands or any part thereof or any interest therein.

9. Title of the respondent and cross complainant, the Merchants National Bank of Mobile, a National Banking Association, as Trustee under Item Six of the Last Will and Testament of George Marinos, Deceased, to the following described real property situated in Baldwin County, Alabama, to-wit:

> North Half of Southeast Quarter of Northwest Quarter, Section 24, Township 5 South, Range 3 East,

is hereby quieted against the complainant and cross respondent, J. C. Grimes.

The said J. C. Grimes has no right, title or interest in, lien or encumbrance on, the said lands or any part thereof or any interest therein.

10. The solicitors' fee to be paid by the respondents and cross complainants to the firm of Wilters and Brantley, attorneys for the complainant and cross respondent for the services rendered by them in this proceeding is the sum of Twenty-five Hundred Dollars ($2500.00), which amount shall be forthwith paid by the said respondents and cross complainants to the Register of this court.

The provisions of this paragraph of this decree shall not estop or prevent the said attorneys from collecting from the complainant and cross respondent any amount or amounts which he may owe them under and because of any contract in existence between them.

11. The Register of this court shall forthwith 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.

12. The costs of this proceeding are hereby taxed against the respondents and cross complainants, for which execution may issue.

ORDERED, ADJUDGED AND DECREED on this the 30th day of April, 1959.

Hubert M. Hall
Judge