

3708

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ROSS O. SHAVER,) IN THE CIRCUIT COURT OF
 Complainant) BALDWIN COUNTY, ALABAMA
 VS.) IN EQUITY
 CLARA SHAVER,) NO.
 Respondent)

TO THE HONORABLE JUDGES OF SAID COURT:

Comes now your complainant and shows unto Your Honors as follows:

ONE

That the complainant is over the age of twenty-one years and is a bona fide resident citizen of Baldwin County, Alabama. That the respondent is over the age of twenty-one years and is a bona fide resident citizen of Lauderdale County, Alabama, whose address is Florence, Alabama.

TWO

That your complainant is in peaceful possession of and owning or claiming to own that real property in the County of Baldwin, State of Alabama, described as follows:

The East Half (E1/2) of Farm 10, being the East Half (E1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 35, Township 7 South, Range Three East, Baldwin County, Alabama, EXCEPT beginning at the Northwest corner of the East Half (E1/2) of the Northwest Quarter (1/4) of the Southeast Quarter (SE1/4) of Section 35, Township 7 South, Range 3 East, run thence due East 220 feet; thence run South 352 feet; thence run in a Southwesterly direction 101 feet more or less to an iron stake, thence from said stake run West 152 feet; thence run due North 427 feet, more or less to the point of beginning, less any and all existing road rights.

THREE

That during their marriage, the complainant and the respondent acquired title to the property heretofore described together with the parcel excepted therefrom by warranty deed from A. W. Harrell, et al dated November 5, 1946, recorded in Deed Book 114, page 75 of the records in the office of the Judge of Probate of Baldwin County, Alabama. That subsequently thereto and on the 1st day of July 1952, the complainant and the

respondent entered into a separation agreement, a certified copy of which is attached hereto marked "Exhibit A", and made a part hereof, which provided among other things that the complainant should convey to the respondent the dwelling house of the parties together with approximately two acres of land and that all other real property consisting of approximately eighteen acres Southwest of Foley and real property in Florence, Alabama, should remain the absolute property of the complainant. That subsequent to said agreement on the 31st day of July, 1953, a decree was rendered by the Circuit Court of Baldwin County, Alabama, dissolving the bonds of matrimony between the complainant and respondent and that the aforementioned separation agreement was incorporated in and made a part thereof. That pursuant to and in accordance with said separation agreement and divorce decree the complainant conveyed to the respondent the dwelling house and two acre tract, and fully complied with and performed the remaining obligations under said agreement and fully complied with the provisions of the decree of divorce.

FOUR

Your complainant further alleges that at the time the complainant and respondent entered into the separation agreement title to the property heretofore described was mistakenly thought by the parties thereto to have been vested solely in your complainant when in fact title was in complainant and respondent jointly as aforesaid. That since learning that title to said property is in both complainant and respondent, the complainant has demanded that respondent make a conveyance to him of her undivided one-half interest in said property in order that title be vested in him absolutely as intended and provided for by the separation agreement and decree of divorce, but the respondent has failed and refused to make such conveyance.

FIVE

That the title of your complainant in and to said real property is denied or disputed by the respondent to this bill of complaint and that said respondent claims or is reputed to claim the same, or some part thereof or interest

SIX

That there is no suit pending in this or any other court to enforce or to test the validity of the claim of your complainant or the title, claim or encumbrance of the respondent.

SEVEN

Your complainant, in filing this bill of complaint seeking the aid of a court of equity, offers to do such equity on his part as the court may decree and direct.

EIGHT

Your complaint now calls upon said respondent to set forth and specify the title, claim, interest or encumbrance which she may have in or to the above described property, and how and by what instrument such claim, interest or encumbrance is derived and created.

PRAYER FOR PROCESS

~~The premises considered, the complainant prays the Court to take jurisdiction of this cause and to have its process issued to the respondent, commanding her to plead, answer or demur to this bill of complaint within the time and in the manner prescribed by the rules of this Honorable Court.~~

PRAYER FOR RELIEF

Complainant prays that, upon a final hearing of this cause, the Court will ascertain and settle the title to said land and clear up all doubts or disputes concerning the same, and will decree that the complainant is the owner of said land and that the respondent has no claim to or right, title or interest in said property, and that she holds no valid lien or other encumbrance against said real property.

The complainant prays for all such other, further and different relief to which he may be entitled, the premises considered.

TONSMEIRE & HODNETTE

By Stora J. McZadden
Solicitors for Complainant

SEPARATION AGREEMENT

THIS AGREEMENT MADE and entered into on this the 1st day of July, 1952, by and between R.O. Shaver, hereinafter referred to as husband, and Clara Shaver, hereinafter referred to as the wife,

WITNESSETH:

WHEREAS, the parties hereto have been husband and wife since July 28, 1936, and,

WHEREAS, the parties have no children and,

WHEREAS, the said parties have definitely concluded that under conditions now existing it is impracticable for them to live together as man and wife,

NOW, THEREFORE, in consideration thereof, and of the mutual agreements hereinafter made, they have mutually agreed to a complete separation under the following express terms and conditions:

1. The said parties shall entirely and completely separate as man and wife, and neither party hereafter shall in any way harass, threaten, intimidate, or otherwise act in any way so as to embarrass or humiliate the other party.
2. The wife agrees that she has no current debts and liabilities existing at the present time, and the wife agrees that she will be fully responsible for any future debts contracted by her and shall hold the husband free from all liability from future debts.
3. In the event that the wife insists on her express determination to file suit for divorce against the husband, it shall be thoroughly understood that the husband denies and expects to continue to deny that she is in any way entitled to a divorce, and in the event the court, upon hearing, should decide that the wife is entitled to a divorce, then it is agreed and understood that this agreement and all of its terms shall be submitted to the Court for its approval, and shall not be executed until and unless the court does approve the same.
4. The parties do hereby agree that the wife shall have the right to reside in the dwelling house owned by the husband (~~and~~) for an indefinite period of time and that in the event the wife brings action for divorce and the said divorce is granted, then the husband agrees to deed to the wife the said dwelling house and approximately two (2) acres of land where she is now residing Southwest of Foley. The wife is also to receive all furniture which she paid for herself which consists of the bed, cedar chest, one living room suite, consisting of two chairs and studio couch, two floor lamps, dining room table and chairs and her choice of two of the following: sewing machine, cook stove, oil burner or refrigerator and all of her personal items. Also the cooking utensils shall be divided as mutually agreed upon. All other items in said dwelling house shall be

the property of the husband. All other real property consisting of approximately eight-teen (18) acres Southwest of Foley and real property in Florence, Alabama, shall remain the absolute property of the husband.

5. The husband agrees to convey to the wife the dwelling house located Southwest of Foley together with approximately two acres of land, area to be all of that land under fence plus an additional sixty-five (65) feet South of fence. Said deed shall contain an easement across balance of land retained by the husband for REA line. The old barn shall be the property of the wife but a small tin shed shall become the property of the husband and shall be removed unto the husband's land within thirty (30) days from date of deed. The husband agrees that he will not maintain any nuisance within fifty (50) feet of property deeded to the wife such as pigs, chickens, or the like. Said conveyance to wife shall be subject to a mortgage owned by S. A. Brown in a amount of approximately \$1,250, the amount to be half of the unpaid balance of the present mortgage. The husband agrees to build and maintain his own road way to the barn.

6. In the event that a divorce is filed by the wife, the husband agrees to pay one half of her attorney's fee and one half of the court costs if she is successful in her action.

This agreement has been made and executed by the parties hereto on the day and date hereinabove first set forth, in good faith, with full understanding of all of its provisions, and with the mutual promise on the part of each to comply therewith faithfully and completely.

R. O. Shaver /s/

Clara May Shaver /s/

Witnesses;
Forest A. Christian
Attorney
As to husband's signature,

As to Wife's signature.

I, Alice J. Duck, Clerk of Circuit Court do hereby certify that the above is a true and correct copy of the agreement in the above styled cause and same is on record in my office.
Witness my hand and seal this 20 day of January, 1956.

Alice J. Duck
Clerk of Circuit Court

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SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 3708

Jan.

TERM, 19 56

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comanded to Summon

CLARA SHAVER

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

CLARA SHAVER

Defendant

by

ROSS O. SHAVER

Plaintiff

Witness my hand this

25

day of

Jan.

19 56

Rose J. Duck

Clerk

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THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

ROSS O. SHAVER

Plaintiffs

vs.

CLARA SHAVER

Defendants

SUMMONS and COMPLAINT

Filed JAN. 25, 1956

Alice J. Duck, Clerk

TONSMEIRE & HODENOTTE

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

Jan. 25, 1956

Myrtle Sullivan, Sheriff

I have executed this summons

this *Jan 27*, 1956

by leaving a copy with

Clara Shaver

J. Earl Ross Sheriff
E. C. Fulton Deputy Sheriff

ROSS C. SHAVER,)	IN THE CIRCUIT COURT OF
Complainant)	BALDWIN COUNTY, ALABAMA
VS)	IN EQUITY
)	NO.
CLARA M. SHAVER MANNICE)	
Respondent)	

Comes the respondent and demurs to the bill of complaint as a whole and for grounds of demurrer sets down and assigns:

- (1) There is no equity in the bill.

Arthur C. Epperson

Arthur C. Epperson
Attorney for the Respondent

3708

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

* * * * *

ROSS O. SHAVER

Complainant

CLARA M. SHAVER MANNICH

Respondent

FILED
FEB 22 1956
ALICE J. HUCK, Register