

MAMIE B. NELSON,

Complainant

-VS-

MARTHA B. NICAR, and
lands described in the
bill, and any other persons,
firms or corporations claim-
ing any title to or interest
in the lands described in the
bill,

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY:

No. _____

IN REM

ANSWER

Comes now the Complainant in the above styled cause and
for answer to the petition to intervene says separately and
severally as follows:

I

Your Complainant admits the allegations contained in para-
graph one.

II

Your Complainant admits the allegations in paragraph two.

III

Your Complainant admits the allegations contained in para-
graph three.

IV

Your Complainant admits the fact that Mrs. Batson died and
left a Will but states that the other facts alleged in para-
graph four are irrelevant and immaterial.

V

Your Complainant admits the allegations in paragraph five.

VI

Your Complainant admits the allegations contained in para-
graph six.

VII

Your Complainant denies the allegations contained in para-
graph seven and says to the contrary that the Complainant alleges
in her bill of complaint that the Will clearly shows on its face

that the Testatrix left no property to Martha B. Nicar under the residuary clause and further states that Martha B. Nicar was specifically excluded from this paragraph. Complainant further says for answer to paragraph seven that she has received all of the rents and profits from the said property described in the petition to intervene, that she has paid all of the taxes thereon, and that the said Martha B. Nicar has in no way made any claim to the property.

VIII

Complainant admits the allegations contained in paragraph eight.

IX

Your Complainant denies that Martha B. Nicar is entitled to any of the proceeds of the said property.

X

Your Complainant admits the allegations contained in paragraph ten.

FILED

DEC 2 1959

ALICE J. DUCK, CLERK
REGISTER


Solicitor for Complainant

MAMIE B. NELSON,

COMPLAINANT,

VS.

MARTHA B. NICAR, AND THE
LANDS DESCRIBED IN THE
BILL, OR ANY OTHER PERSONS,
FIRMS, OR CORPORATIONS
CLAIMING ANY TITLE TO OR
INTEREST IN THE LANDS
DESCRIBED IN THE BILL,

RESPONDENTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 4666.

ORDER REQUIRING PRODUCTION OF WRITINGS

This cause coming on to be heard upon the motion of the said V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc. for the said Complainant, Mamie B. Nelson, to produce certain writings, namely certain letters from John W. Powers, Jr., Vice-president of V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., to Mrs. J.O. Batson and to Mrs. Vernon H. Nelson, being dated January 14th, 1952, and February 17th, 1958, respectively, will be material evidence in the Final Hearing of this cause and are pertinent to the issues involved in said case, and it further appearing from said motion that the said V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc. does believe that the said Mamie B. Nelson, Complainant herein, has the possession, custody, or control of, or power over such writings;

It is, therefore, ORDERED, ADJUDGED and DECREED that the said Mamie B. Nelson produce such writings, and that notice hereof be given by serving a copy of this order upon the Honorable John V. Duck, her Solicitor of Record, by certified mail, by the Register of this Court.

Done at Bay Minette, Alabama, this the 28 day of November, 1959.

Hubert M. Lee
Judge

FILED

NOV 24 1959

ALICE I. DUCK, CLERK
REGISTER

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY NO. 4666.

MAMIE B. NELSON,
COMPLAINANT,

VS.

MARTHA B. NICAR, AND THE
LANDS DESCRIBED IN THE
BILL, OR ANY OTHER PERSONS,
FIRMS, OR CORPORATIONS
CLAIMING ANY TITLE TO OR
INTEREST IN THE LANDS
DESCRIBED IN THE BILL,

RESPONDENTS.

ORDER REQUIRING PRODUCTION
OF WRITINGS

FILED

NOV 29 1959

ALICE J. DUCK, CLERK
REGISTER

MAMIE B. NELSON

Complainant

-VS-

MARTHA B. NICAR, and
lands described in the
bill, and any other persons,
firms or corporations claim-
ing any title to or interest
in the lands described in the
bill,

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY:

NO. _____

IN REM

DECREE ON DEMURRER

This matter now coming on to be heard, is submitted on the demurrer of the Complainant to the petition to intervene in the cause, and upon consideration of the same the Court is of opinion that said demurrer is not well taken. It is, therefore,

ORDERED, ADJUDGED AND DECREED by the Court:

That the said demurrer to the petition to intervene in this cause and the same is hereby overruled.

Done this the 27th day of November, 1959.


Circuit Judge

Recd 11/27/59
T. W. W. W. W.

W. W. W. W.

11/27/59

MAMIE B. NELSON,

COMPLAINANT,

VS.

MARTHA B. NICAR, AND THE
LANDS DESCRIBED IN THE
BILL, OR ANY OTHER PERSONS,
FIRMS, OR CORPORATIONS
CLAIMING ANY TITLE TO OR
INTEREST IN THE LANDS
DESCRIBED IN THE BILL,

RESPONDENTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 4666.


A MOTION TO PRODUCE INSTRUMENTS

Now comes V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., by its solicitor, and moves that this honorable Court require the Complainant in this cause, Mamie B. Nelson, to produce the following instruments or letters:

That certain letter dated January 14th, 1952, from John W. Powers, Jr., Vice-president of V.J. Elmore 5¢, 10¢, & \$1.00 Stores, Inc., to Mrs. J.O. Batson, Bay Minette, Alabama.

That certain letter dated February 17th, 1958, from John W. Powers, Jr., Vice-president of the V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., to Mrs. Vernon H. Nelson, 2010 South McVay Drive, Mobile, Alabama.

The said V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., further alleges that the above letters or instruments will be material evidence of the petitioner upon the trial of the above styled cause; that said letters contain evidence pertinent to issues to be tried in the above styled cause. That the said V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc. avers that the said Mamie B. Nelson has, or has had, the possession, custody, or control of, or power over such letters.


Solicitor for Petitioner

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority in and for said State and County, personally appeared J. Connor Owens, Jr., who upon duly sworn did depose and say as follows: That he is Solicitor of Record for V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc.; that the facts alleged in the foregoing petition are true and correct.

FILED

NOV 28 1959

ALICE L. DIX, CLERK
REGISTER

Sworn to and subscribed before me, this the 27 day of November, 1959.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY NO. 4666.

MAMIE B. NELSON,

COMPLAINANT,

VS.

MARTHA B. NICAR, AND THE
LANDS DESCRIBED IN THE
BILL, OR ANY OTHER PERSONS,
FIRMS, OR CORPORATIONS
CLAIMING ANY TITLE TO OR
INTEREST IN THE LANDS
DESCRIBED IN THE BILL,

RESPONDENTS.

*

*

A MOTION TO PRODUCE INSTRUMENTS

FILED

NOV 29 1959

ALICE J. DUCK, CLERK
REGISTER

MAMIE B. NELSON,
COMPLAINANT,

VS.

MARTHA B. NICAR, AND
THE LANDS DESCRIBED IN
THE BILL, OR ANY OTHER
PERSONS, FIRMS, OR
CORPORATIONS CLAIMING
ANY TITLE TO OR INTEREST
IN THE LANDS DESCRIBED
IN THE BILL,

RESPONDENTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 4666.

BILL OF INTERVENTION

Now comes V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. by its solicitor, J. Connor Owens, Jr., and respectfully represents unto this Honorable Court as follows:

1. Your petitioner hereby adopts, alleges, and sets forth herein all allegations made by it in its Petition For Leave to Intervene, said petition being heretofore filed in this cause, being specifically those allegations set forth in Paragraphs 1 through 10, both inclusive, and alleges the same as if specifically written herein.

Wherefore, the premises considered, the said V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., prays that this Honorable Court, upon notice to the parties as set forth by the rules of this Court, will set a date for the final hearing of the matters alleged herein, and upon such final hearing, enter a decree or order vesting title to the property hereinafter described, in the said V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., free and clear of all liens, encumbrances claims and defects, subject to, however, that certain agreement between Mamie B. Batson and George M. Lambert et al., dated September 28, 1939, and recorded in Deed Book 70 N.S., pages 360-1, Baldwin County, Alabama Records, labeled Exhibit "C"; said property is described as follows:

The North one hundred (100) feet of Lot Ten (10), in Block Two (2) of the Hand Land Company's Addition to the Town of Bay Minette, Alabama, according to the plat thereof, recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 4, pages 158 to 162;

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INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN
TO

| | |
|----------------|-----------------------------|
| REGISTERED NO. | NAME OF SENDER |
| | Alice J. Duck, Register |
| CERTIFIED NO. | STREET AND NO. OR P. O. BOX |
| 194717 | P.O. Box 339 |
| INSURED NO. | CITY, ZONE AND STATE |
| | Bay Minette, Alabama |

POD Form 3811 Jan. 1958

#1- INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Martha B. Nick

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

ADDRESS WHERE DELIVERED (only if requested on item # 1)

FILED
SEP 29 1959
CLERK
REGIST

further that this Honorable Court will ascertain the party or parties to whom the purchase price is due and direct the Register of this Court to make such payment as this Court shall determine to be necessary and proper; further the said V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. also prays for such other, further and different relief to which it shall be entitled.

J. Connor Owens, Jr.
Solicitor for Petitioner

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority in and for said County and State, personally appeared J. Connor Owens, Jr., who is known to me, and who, having been by me duly sworn, deposes and says that he is solicitor for the V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. in the above styled cause, and that the facts alleged in foregoing Bill of Intervention, from all information obtainable, are true, and from such information obtained he verily believes, and so states, the same to be true.

J. Connor Owens, Jr.

Sworn to and subscribed before me this the 13 day of October, 1959.

Elmer J. Tate
Notary Public

FILED

OCT 13 1959

ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Fig. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ~~MARTHA B. NICAR, and Certain Lands.~~

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 _____

~~MARTHA B. NICAR, and Certain Lands.~~, Defendant _____

by ~~MAMIE B. NELSON~~ _____

_____, Plaintiff _____

Witness my hand this _____ day of _____ 19____

_____, Clerk

No. _____ Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

RAMIE B. NELSON

Plaintiffs

vs.

MARTHA B. NICAR

and Certain Lands

Defendants

Summons and Complaint

Filed _____ 19__

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

313 Millie St. Longview, Texas

Received In Office

19__

_____, Sheriff

I have executed this summons

this _____ 19__

by leaving a copy with

_____, Sheriff

_____, Deputy Sheriff

MAMIE B. NELSON,

COMPLAINANT

-VS-

MARTHA B. NICAR, and
lands described in the
bill, and any other persons,
firms or corporations claim-
ing any title to or interest
in the lands described in the
bill,

RESPONDENTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY:

No. _____

IN REM

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, SITTING IN EQUITY:

Comes your Complainant, Mamie B. Nelson, and respectfully
shows unto the Court as follows:

ONE:

That your Complainant is a bona fide resident of the State
of Alabama, now living in Mobile, Alabama, and is over the age
of twenty-one years:

TWO:

That the Respondent, Martha B. Nicar, is over the age of
twenty-one years, and is a non-resident of the State of Alabama,
now residing at 313 Millie Street, Longview, Texas:

THREE:

That your Complainant, in order to establish her right or
title to the lands described in the Bill of Complaint, and to
clear up all that doubts and disputes concerning same, files this,
her verified Bill of Complaint, against the following described
lands, located in Baldwin County, Alabama, viz:

The North one hundred (100) feet of Lot ten
(10), in Block two (2) of the Hand Land Com-
pany's Addition to the Town of Bay Minette,
Alabama, according to the plat thereof, re-
corded in the Office of the Judge of Probate
of Baldwin County, Alabama, in Deed Book 4,
pages 158 to 162.

And against Martha B. Nicar and against any and all unknown
parties who claim or are reputed to claim any title to, interest
in, lien or encumbrance upon said land or any part thereof.

MAMIE B. NELSON,
COMPLAINANT,

VS.

MARTHA B. NICAR, AND
THE LANDS DESCRIBED IN
THE BILL, OR ANY OTHER
PERSONS, FIRMS, OR
CORPORATIONS CLAIMING
ANY TITLE TO OR INTEREST
IN THE LANDS DESCRIBED
IN THE BILL,

RESPONDENTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 4666

ORDER SETTING DATE

This cause coming on to be heard upon the verified petition of V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., for leave of this Court to intervene in the above styled cause and to file in this Court its petition of intervention in the above styled cause, and this Court having considered the same;

It is, therefore, ORDERED, ADJUDGED AND DECREED that said petition for leave to intervene in this cause be set down for hearing on the 5th day of October, 1959; and,

It is, further, ORDERED, ADJUDGED AND DECREED that notice to the parties in this cause be given of the filing of said petition for leave to intervene by the mailing thereof of a copy of said petition to the Solicitor of Record of Mamie B. Nelson, the Honorable John V. Duck, and to the said Martha B. Nicar; said copies of said petition shall be mailed by the Register of this Court postage prepaid, return receipt requested by certified mail.

Done this the 24 day of September, 1959.

FILED

SEP 24 1959

ALICE J. DUCK, CLERK
REGISTER

Hubert M. Hice
Judge

MAMIE B. NELSON,

COMPLAINANT,

VS.

MARTHA B. NICAR, AND THE
LANDS DESCRIBED IN THE
BILL, OR ANY OTHER PERSONS,
FIRMS, OR CORPORATIONS
CLAIMING ANY TITLE TO OR
INTEREST IN THE LANDS
DESCRIBED IN THE BILL,

RESPONDENTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY

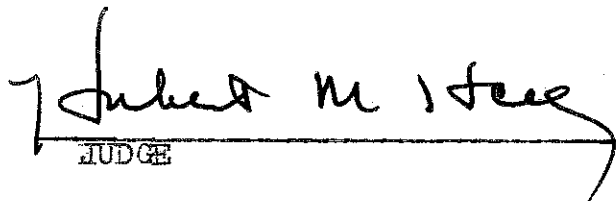
NO. 4666

ORDER PERMITTING INTERVENTION

This cause coming on to be heard upon the verified petition of V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., the order of this Court setting the date of October 8, 1959 for hearing same, notice to the parties, the affidavits of John W. Powers, Jr. and W. Frank Rainer, petitioner's Exhibits, and the Court having considered the same, and being of the opinion that the petitioner, V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., is entitled to intervene in this cause;

It is, therefore, ORDERED, ADJUDGED AND DECREED that the said V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. be and is hereby declared to be a party respondent in this cause and may file its original bill of intervention.

Done at Bay Minette, Alabama, this the 8th day of October, 1959.


JUDGE

FOUR:

Your Complainant claims in her own right the title in and to the above described real estate, and in support of such claim of title avers that she acquired said title by virtue of the following:

1. Warranty Deed from John C. McLeod and Jennie H. McLeod, his wife, to Mamie B. Batson, dated the 7th day of April, 1910, and recorded in Deed Book 16, page 2.

2. Last Will and Testament of Mamie B. Batson, deceased, recorded in Will Book "F" page 86.

All Deed Book and Will Book references in this Bill of Complaint are to records in the Office of the Judge of Probate of Baldwin County, Alabama.

FIVE:

Complainant avers in the alternative, either

(1) That she is now and has been, and her predecessors in title have been, in actual, open, notorious, continuous, peaceable, adverse possession of said land under color of title for a period of ten (10) years prior to the filing of this Bill of Complaint;

or

(2) That she is now and has been, and her predecessors in title have been, in actual, open, notorious, continuous, peaceable, adverse possession of said land for a period of more than three (3) years prior to the filing of this Bill of Complaint, holding said property under the title commencing with the deed more particularly described in Paragraph FOUR (4) above;

or

(3) That she, and those under whom she claims, have held color of title to said property for the ten (10) years next preceeding the filing of this Bill of Complaint and have paid taxes on said property during the whole of such period;

or

(4) That she, and those under whom she claims, have paid taxes on said land during the ten (10) year period next preceeding

the filing of this Bill of Complaint and no other person, natural or artificial, has paid taxes on said land or any portion thereof during any part of said period;

or

(5) That she is in actual peaceable possession of said property under color of title and that no one other than your Complainant and those under whom she claims has to her knowledge been in actual possession of said land or any part thereof within ten (10) years of the filing of this Bill of Complaint, and no one other than your Complainant and those under whom she claims is known to your Complainant to claim said land or any part thereof or interest therein.

SIX:

Complainant avers that there is no suit pending to test the title to said real estate or her interest in or right to possession of said land or any part thereof.

SEVEN:

Complainant, in filing this Bill of Complaint seeking the aid of the Court of Equity, offers to do such equity on her part as this Court may decree and direct.

PRAYER FOR PROCESS:

WHEREFORE, the premises considered, your Complainant prays that she might be allowed to file this, her verified Bill of Complaint, against the lands hereinabove described and the Respondents hereinabove named; and that service of process be issued by the Register of this Court to Martha B. Nicar, and to any and all unknown parties claiming any interest in, title to, liens or encumbrances upon said land or any part thereof, if any therebe, by registered mail on Martha B. Nicar, and by publication or other appropriate service, all in accordance with the rules and practices of this Honorable Court and the Laws of the State of Alabama, requiring them to plead, answer or demur to the same within the

time required by law; and Complainant further prays that a copy of said notice be certified by the Register of this Court, as correct, and be recorded as a Lis Pendens proceeding in the office of The Judge of Probate of Baldwin County, Alabama.

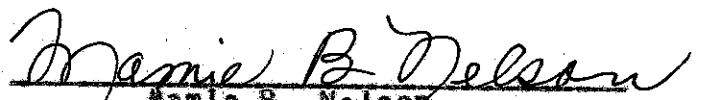
Complainant further prays that this Honorable Court will forthwith appoint a guardian ad litem to defend for any unknown parties who are under the age of twenty-one years(21) or who may be incompetent, and an attorney ad litem to defend for any unknown parties who might be in the armed Services of the United States of America, or its Allies, within the meaning of the Soldiers and Sailors Relief Act.

PRAYER FOR RELIEF

WHEREFORE, the premises considered, your Complainant prays that your Honor will establish her right and title to said land and her interest therein, and will clear up all doubts and disputes concerning same, and that the title to the said land be in your Complainant, absolutely and in fee simple, and that Your Honor will decree that no person, firm or corporation has any right, title or interest in, or encumbrance upon, said land or any part thereof, except your Complainant.

Your Complainant further prays that the Register of this Court shall be required to file in the office of the Judge of Probate, Baldwin County, Alabama, a certified copy of said decree.

Your Complainant prays for all such other, further and different relief as she may be entitled to receive, the premises considered.


Mamie B. Nelson

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me the undersigned Notary Public in and for the said County of Baldwin, State of Alabama, Mamie B. Nelson, who is known to me, and who being first duly sworn, deposes and says on oath that she is familiar with the contents of the above Bill of Complaint, and she has signed her name thereto as the Complainant and that to the best of her knowledge, information and belief all of the facts in said Bill of Complaint are true and correct.

Mamie B. Nelson
Affiant

Subscribed and sworn to before me, the undersigned Notary Public, in and for the County of Baldwin, State of Alabama, on this the 24th day of April, 1959.

[Signature]
Notary Public, Baldwin Co., Ala.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 24th day of April, 1959.

Issues described in the bill title to or interest in the collections arising any other persons, having been described in the bill.

Complainant
MAMIE B. NELSON

[Handwritten signature]

MAMIE B. NELSON,

Complainant,

VS.

MARTHA B. NICAR, and
lands described,

Respondents,

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Complainant in this cause;

5. That the Complainant, Mamie B. Nelson, and those through whom she claims title, has assessed and paid taxes on said lands for more than 10 years;

6. That there is no suit pending to test the title to said real estate, or the interest of the complainant in, or her right to possession of said land;

7. That on, to-wit: March 10, 1944, Mrs. J. O. Batson, who was one and the same person as Mrs. Mamie B. Batson, through whom the Complainant holds title, entered into a rental contract and option to buy with V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., which is still in full force and effect;

8. That the said V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. has paid into the hands of the Register of the Circuit Court of Baldwin County, Alabama, and which is now being held by her, the sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, the amount specified in the contract of purchase with Mrs. J. O. Batson;

9. That on September 28, 1939, Mamie B. Batson, through whom the Complainant holds title, entered into a wall agreement with George M. Lambert, which is of record in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 70 N.S. pages 370-1;

10. That Mamie B. Batson, through whom the Complainant holds title, in her last will and testament, which is recorded in the office of the Probate Judge of Baldwin County, Alabama, in Will Book F. page 86, devised the property under consideration to her children, Charles H. Bright, and Mamie B. Nelson, share and share alike, as all of the property acquired from the father of my daughter, Martha B. Nicar, has already been conveyed to her, she has been purposely omitted from this paragraph.

11. That the said Charles H. Bright departed this life some time ago, leaving no children, never having been married;

The Court is, therefore, of the opinion, and to the conclusion that the Complainant, Mamie B. Nelson, and the Intervenor, V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., are entitled to the relief prayed for;

The Court is of the further opinion that the said Mamie B. Batson, by her last will and testament, having devised the said property to Charles H. Bright and Mamie B. Nelson, after the death of the said Charles H. Bright, without issue, the title thereto vested in Mamie B. Nelson to the exclusion of any right on the part of the said Martha B. Nicar.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Complainant, Mamie B. Nelson, is the owner, in fee simple of the following described property, situated in Baldwin County, Alabama, to-wit:

The North one hundred (100) feet of Lot Ten (10), in Block Two (2) of the Hand Land Company's Addition to the Town of Bay Minette, Alabama, according to the plat thereof, recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 4, pages 158 to 162,

subject to the outstanding option to purchase in V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., and the wall agreement entered into by and between Mamie B. Batson and George M. Lambert.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the said Martha B. Nicar, nor any other person other than V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. has any right title, interest, claim or encumbrance in, on or against said property;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said Mamie B. Nelson convey to the V. J. Elmore 5¢, 10¢ and \$1.00 Stores Inc. by full warranty deed in Alabama form, clear of all liens and encumbrances, except the wall agreement

heretofore mentioned, upon the payment of FIFTEEN THOUSAND (\$15,000.00) DOLLARS now held by the Register of this Court;

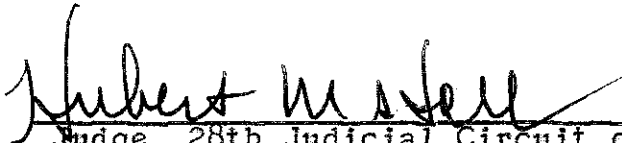
IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that if the said Mamie B. Nelson should fail or refuse to make conveyance in accordance with this decree within 30 days from the date of this decree, then the Register of this Court be and she is hereby authorized and empowered and directed to make proper conveyance to the said V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., conveying to it all of the right, title and interest of the said Mamie B. Nelson in and to the property herein described and pay into the hands of the said Mamie B. Nelson the FIFTEEN THOUSAND (\$15,000.00) DOLLARS now held in escrow by her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that a copy of this decree, duly certified to, be filed for record in the office of the Judge of Probate of Baldwin County, Alabama.

IT IS FURTHER ORDERED THAT the cost of Court in this proceeding be and the same is taxed against the Complainant in this cause.

This the 11th day of December, 1959.

FILED
Dec 14 59
ALICE J. DICK, CLERK
REGISTER


Hubert M. Hall
Judge, 28th Judicial Circuit of
Alabama.

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Recorded
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MAMIE B. NELSON,

COMPLAINANT,

VS.

MARTHA B. NICAR, AND
THE LANDS DESCRIBED IN
THE BILL, OR ANY OTHER
PERSONS, FIRMS, OR
CORPORATIONS CLAIMING
ANY TITLE TO OR INTEREST
IN THE LANDS DESCRIBED
IN THE BILL,

RESPONDENTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY

NO. 4666

PETITION FOR LEAVE TO INTERVENE

Now comes V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., by its Solicitor, J. Connor Owens, Jr., and respectfully represents unto this Honorable Court as follows:

1. That the Complainant in the above styled cause, Mamie B. Nelson, has filed a petition to quieten title to certain property situated and being in Baldwin County, Alabama, and described as follows:

The North one hundred (100) feet of Lot Ten (10), in Block Two (2) of the Hand Land Company's Addition to the Town of Bay Minette, Alabama, according to the plat thereof, recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 4, pages 158 to 162;

that said complainant has joined as party respondents, Martha B. Nicar, the lands described in the Bill, and any and all other persons, firms or corporations claiming any title to, interest in the lands described hereinabove; that your petitioner herein, V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., is an Alabama corporation with its principal place of business located in Birmingham, Alabama; that your petitioner, V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., has some right, title and interest in the lands described in the Bill of Complaint.

2. That the said V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., has an interest in and to the property described hereinabove by virtue of a lease and option to purchase entered into on the 10th day of March, 1944, by and between your petitioner and Mrs. J.O. Batson, a widow at such date, but now deceased; that said agreement

is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 85 N.S. at pages 199-201; that Mrs. J.O. Batson and Mamie B. Batson were one and the same persons; that in and by the terms of said agreement, Mrs. J.O. Batson leased to your petitioner herein, the property above described for a primary term of ten (10) years, commencing on the 1st day of June, 1944, and terminating on the last day of May, 1954, and that said lease provided that said rental term might be extended for an additional period of five (5) years by notifying Mrs. J.O. Batson or her assigns in writing and delivering the said notice to her by the last day of February, 1954; that said notice to extend said lease was given to Mrs. J.O. Batson on or about, to-wit: January 14, 1952, and that pursuant to such, the said lease was extended for an additional five (5) years; that said lease further provided as follows:

16. As a further consideration of the mutual benefits to be derived hereto, the LESSOR hereby grants unto the LESSEE an option to purchase the property covered by this LEASE-CONTRACT at the termination of the extension period provided (1) that LESSEE shall have exercised his option to extend the present lease for the five years, and (2) that LESSEE is not in default in fulfilling the covenants and agreements herein contained, and provided (3) that LESSEE shall pay the sum of fifteen thousand dollars (\$15,000.00) cash to the LESSOR or her assigns.

that a copy of said lease and option to purchase is attached hereto, labeled Exhibit "A" and made a part of this petition as if the same were specifically written herein.

4. Your petitioner further alleges that shortly after the extension of said lease for an additional term of five (5) years, the said Mrs. J.O. Batson (Mamie B. Batson) died, and her Last Will and Testament, dated August 25, 1942, was duly probated on January 30, 1953, in the Probate Court of Baldwin County, Alabama; a copy of this Will is attached to this petition, labeled Exhibit "B" and made a part of this petition as if specifically written herein; that said Will contained the following residuary clause:

"All of the rest, residue and remainder of my estate I give, devise and bequeath to my children, Charles H. Bright and Mamie B. Nelson, share and share alike. As all of the property acquired from the father of my daughter, Martha B. Nicar, has already been conveyed to her, she has been purposely omitted from this paragraph";

that the said Charles H. Bright predeceased the said testator, Mamie B. Batson, and that the names of the sole heirs at law at the death of Mamie B. Batson are as follows: Mamie B. Nelson and Martha B. Nicar; that the said Charles H. Bright was not married nor did he have any issue at the time of his death; that on or about February 2, 1954, your petitioner was notified by Telfair J. Mashburn, Attorney at Law, Bay Minette, Alabama, that the estate of Mrs. J.O. Batson was closed and that Mrs. Vernon H. Nelson (Mamie B. Nelson) was the legal owner of the property described hereinabove.

5. That during the term of said lease, your petitioner made at its own expense, valuable improvements upon the property described hereinabove; that said property consists of a lot and store building, and was not the homestead of Mamie B. Batson.

6. Your petitioner further alleges that by letter dated February 17, 1958, Mamie B. Nelson, also known as Mrs. Vernon H. Nelson, was notified by your petitioner of its desire to exercise the option as set forth in Paragraph 16 of the said agreement labeled Exhibit "A"; that further notice was given of the petitioner's desire to purchase the property under said option by publication of the following notice published in the "Baldwin Times", a newspaper having a general circulation in Baldwin County, Alabama, on the 14th day of May, 1959, to-wit:

"On June 1, 1959, the V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. will purchase from Mrs. Vernon H. Nelson of 2010 McVay Drive, Mobile, the 50' x 100' land and building occupied by The Elmore Store, being the North 100' of Lot #10 in Block #2 of Hand Land Company's Addition to the Town of Bay Minette.

Anyone having a claim against this property, is hereby notified to contact the V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., at #10 South 14 Street, Birmingham, 5, Alabama".

7. Your petitioner further alleges that some dispute has arisen between the said Mamie B. Nelson and the said Martha B. Nicar as to the division of the proceeds from the sale of said land, and as a result thereof, the petitioner has been unable to acquire from the parties, a warranty deed to the property described above herein.

8. Petitioner further alleges that it has at all times been willing, able, ready and anxious to perform under the said contract labeled Exhibit "A", but because of said dispute, has been unable to deliver the purchase price.

9. That your petitioner herewith has paid into the Registry of this Honorable Court the sum of Fifteen Thousand and No/100 (\$15,000.00) Dollars, and alleges that the said parties to this suit, the said Mamie B. Nelson and the said Martha B. Nicar, either or both of them, are the sole parties entitled to the proceeds of said purchase.

10. Petitioner further alleges that in and by a certain agreement dated September 28, 1939, and recorded in Deed Book 70, at pages 360-1, Baldwin County, Alabama, Records, that Mamie B. Batson, a widow, conveyed to George M. Lambert and Dorothy B. Lambert, his wife, certain rights in the above described property. A copy of said agreement is attached hereto, labeled Exhibit "C" and made a part of this agreement as if specifically written herein.

Wherefore, the premises considered, your petitioner herein, V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., prays that this Honorable Court, upon notice to parties as set forth by the Rules of this Court, will allow the petitioner to intervene in this cause and that it be permitted to defend the complaint filed by the Complainant, Mamie B. Nelson, pursuant to Title 7, Section 1128 of the Code of Alabama of 1940 and the Rules of this Honorable Court; further that your petitioner will be allowed to file its original bill of intervention in this cause, which bill shall set forth the allegations hereinabove recited, and which bill shall request this Court upon a final hearing thereof, to vest title to the property hereinabove described in your petitioner, V.J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., free and clear of all liens, encumbrances, claims and defects, subject to, however, that certain agreement between Mamie B. Batson and George M. Lambert, et al. dated September 28, 1939, and recorded in Deed Book 70 N.S., p. 360-1, Baldwin County, Alabama, Records, labeled

Exhibit "C"; that the Court will ascertain the party or parties to whom the purchase price is due and direct the Register of this Court to make such payment as this Court shall determine necessary and proper; and such Bill of Intervention shall also pray for such other, further and different relief to which it shall be entitled.

J. Connor Owens, Jr.
Solicitor for Petitioner

STATE OF ALABAMA

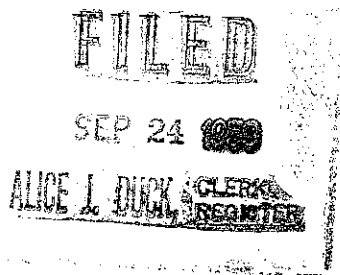
BALDWIN COUNTY

Before me, the undersigned authority in and for said County and State, personally appeared J. Connor Owens, Jr., who is known to me, and who, having been by me duly sworn, deposes and says that he is solicitor for the complainant in the above styled cause, and that the facts alleged in foregoing bill of complaint, from all information obtainable, are true, and from such information obtained he verily believes, and so states, the same to be true.

J. Connor Owens, Jr.

Sworn to and subscribed before me this the 23rd day of September, 1959.

Gladie Thompson
Notary Public



STATE OF ALABAMA
BALDWIN COUNTY

THIS LEASE-CONTRACT made and entered into on this the tenth day of March, 1944, by and between the undersigned

| | |
|---|---|
| Mrs. J.C. Batson, a Widow Bay Minette, Alabama | V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., Hdqr: 10 South 14 Street Birmingham 5, Alabama |
| LESSOR | LESSEE |

WITNESSETH: That the LESSOR has leased and by these presents does lease unto the LESSEE, and the LESSEE hereby rents from the LESSOR, for a period of ten years the property hereinafter described upon the following terms and conditions, to-wit:

1. That this lease shall commence on the first day of June, 1944, and shall terminate on the last day of May, 1954, except as hereinafter provided.

2. That at the expiration of this LEASE-CONTRACT, LESSOR does give unto the LESSEE the option of extending its LEASE-CONTRACT for another period of five years. In the event that LESSEE shall wish to extend this LEASE-CONTRACT for the five years, then he shall notify LESSOR or her assigns, in writing and deliver same to her by the last day of February, 1954.

3. That the LESSEE shall pay as rental for said property the sum of fifteen hundred dollars (\$1,500.00) each lease-year, with said sum divided into twelve equal parts or installments, and one such installment due on the last day of each calendar month throughout the lease period.

In the event that LESSEE shall exercise the option to extend this lease for the additional period of five years after the last day of May, 1954, then LESSEE shall pay to LESSOR rental at the same rate of fifteen hundred dollars (\$1,500.00) during each of the five lease-years.

4. That the property hereby leased by the LESSOR to the LESSEE, is more particularly described as follows:

The North one hundred feet of Lot #10 in Block #2 of the Hand's Addition to the Town of Bay Minette, Baldwin County, Alabama; said lot facing north on the Baldwin County Courthouse square and bounded on the East by a public alley across from the Stacey Drug Store, on the West by the Lambert Building and the Dahlberg Building, and on the South by the property of W. Salinas; together with and also all improvements located on said lot consisting mainly of the 25' wide by 100' long building occupied by the LESSEE and the 25' wide by 60' long one story building at present occupied by the Echo Cafe; and including all public rights-of-way, etc.

5. That LESSEE contemplates removing part or all of the one story high brick wall which divided LESSEE'S present store from the Echo Cafe, for the purpose of enlarging LESSEE'S present store facilities. LESSOR agrees that LESSEE shall have the right to make such change, and in addition, any other changes which LESSEE shall need to make so long as such alterations improve the property for use for which it was intended.

In addition, LESSOR certifies to LESSEE that she has full and unrestricted use and control over that part of the lot on which there is no building, namely the space behind the Echo Cafe which is about 25' wide by about 40' long, and further that LESSEE shall have the right to cover a part or all of this space with a building or expand the present buildings over this space.

6. LESSOR shall not be required by the LESSEE to expend any monies on the improvement of the property hereinabove described,

during the period of this lease and option (if exercised); but LESSOR shall deep and maintain in a state of good repair (1) the structural parts of the building or buildings, consisting of safe and sound walls and floors and (2) roofs including not only the structural parts of the roofs but also the finish roof surface; insuring to the LESSEE a safe, sound and weathertight building.

LESSEE shall be responsible for such maintenance work on the interior of the building, as he may require, including floor, walls and ceiling surfaces, and in addition the interior and exterior surfaces of light and access openings and mechanical equipment; except where defects occur as a results of damage caused by defects in those parts of the building for which the LESSOR is responsible; in this event, LESSOR and LESSEE shall divide the expense between themselves.

LESSOR gives unto the LESSEE the right to make repairs to those parts of the building for which she is responsible, in case of an emergency, to prevent damage to goods and equipment in or on said premises, and such charge shall be deducted from the rental due or thereafter coming due hereunder.

7. In giving to the LESSEE the right to remove the brick wall separating LESSEE'S present store from the Echo Cafe premises, LESSOR calls to LESSEE's attention the fact that she holds a ten year guarantee on the 25' wide by 75' long roof surface on the north part of the building occupied by the LESSEE, said guarantee given by Mr. P. Snowden of Bay Minette in 1938. LESSEE in turn agrees, that he will attempt to contract with Mr. Snowden to patch the roof where the brick division wall is removed, in order that the ten year guarantee shall continue to be in force. In the event that he is not able to reach a satisfactory agreement with Mr. Snowden to do this work, then he may elect to assume the obligation of the unexpired part of the ten year guarantee.

(Photostatic copies of the guarantee as given by Mr. Snowden, shall be attached to this lease contract, and become a part of it.)

LESSOR gives unto the LESSEE the right to make any changes in the roof structures and in the roof surfaces, that he may deem necessary, provided that changes in the roof structures are made according to good construction practices, and provided that a ten year guarantee is issued to LESSOR on the roof surface, by the roofing contractor installing the roof surface.

8. LESSOR affirms to LESSEE that she holds a warranty deed to the leased premises, and has full right and lawful authority to enter into this lease-contract, and that same is and shall be binding upon her heirs and assigns; and that leased premises are free from all liens and encumbrances, and from all tenancies except:

a. Lease-contract at present existing between the parties hereto, said contract dated the 7th day of September, 1938, for a period of ten years ending with the first day of August, 1948.

The parties hereto are agreed, that the execution of this LEASE-CONTRACT dated the tenth day of March, 1944, shall automatically void and cancel the existing contract which is dated the seventy day of September, 1938, and the parties hereto shall then destroy their originals of said cancelled contract.

b. Occupancy by the operators of the Echo Cafe, which occupancy is and always has been, upon a month-by-month basis, with either having the right to terminate same by giving the other 30 days notice.

LESSOR covenants and agrees that she shall give the operators of the Echo Cafe proper notice so that they can and will vacate the part of the leased premises they occupy, by the first day of June, 1944.

9. That the LESSEE shall have the right to sub-let said leased premises or any part thereof, for use for any of the businesses hereinafter set forth, but in the event of such sub-lease, the LESSEE shall not be released in any manner from the covenants and agreements of this LEASE-CONTRACT.

10. That the LESSEE intends to use and occupy the leased premises for mercantile purposes, specifically including a variety store or what is commonly called a "five cents and ten cents store", and including any kinds of businesses generally included in a mercantile business, such as dry goods, notions, variety goods, hardware, groceries, cafeteria, drugs, and service lines connected with the above, and including any allied or incidental lines handled by such businesses.

The LESSEE shall not store or permit to be stored on the premises any article which will materially increase the fire hazard on said premises, except as herein specified.

11. In the event that the LESSEE shall become in default in the payment of as many as two installments of rent due hereunder, and said default shall continue for fifteen days (15) after written notice to that effect has been given LESSEE by the LESSOR, then LESSOR shall have the right to annul and terminate this LEASE-CONTRACT.

12. In the event that this lease-contract shall be annulled or terminated by the LESSOR as hereinabove provided for non-payment of rent due hereunder, the LESSOR shall have the right forthwith to repossess said premises and LESSEE covenants and agrees to deliver said premises to the LESSOR without further notice of any kind. LESSOR may relet said premises and in such event such action on the part of the LESSOR shall not be construed as a waiver in any manner, of her right to collect the remaining installments of rent due hereunder, in the manner allowed by law.

13. That fixtures and equipment, such as shelving, counters, electrical fixtures and equipment, heating and ventilating fixtures and equipment, et cetera, purchased or leased by the LESSEE and placed in the leased premises whether attached or not, shall be and remain the property of the LESSEE and may be removed by him at the termination of this lease, provided (1) that LESSEE is not in default in rental payments hereunder, and (2) provided that in so removing same, LESSEE shall not materially damage the building or premises.

14. In the event of a total destruction of the building on said leased premises by fire or otherwise, there shall not be any obligation on the part of the LESSOR to rebuild said building, and if not rebuilt within the time specified for this lease, then this LEASE-CONTRACT shall stand annulled and the LESSEE shall be released from all liability to pay rent after the date of the destruction.

However, should the LESSOR rebuild or restore the leased premises with a building of similar kind and character to that which was destroyed by the total destruction, either then or later but during the term of this lease or extension option, then the LESSEE shall have the option to use, occupy and possess the same under the terms of this lease-contract, or to have this lease-contract stand annulled, and upon the completion of such a building of similar kind and character, the LESSOR shall notify the LESSEE in writing, and the LESSEE shall have the period of ten calendar days after receiving such written notice, in which to elect whether or not he will continue the use, occupancy and possession of the premises under the terms of the LEASE-CONTRACT, or to have this lease stand annulled.

The term "total destruction" shall be held to mean any destruction extending to 50% or more of the buildings herein involved, and any damage to said buildings not extending to such extent, shall be promptly and within a reasonable time repaired and restored by the LESSOR.

However, in no case will the LESSEE be held liable for any rental hereunder, while the premises are unfit for use. In the event that the LESSEE shall elect to use the damaged premises while restoration work is being done, then LESSOR and LESSEE shall agree upon an adjustment of rental covering such use.

15. All notices to be given the LESSEE by the LESSOR, as outlined herein, shall be addressed to the Real Estate Department of the LESSEE, and directed to the LESSEE's Executive Offices which are located at 10 South 14 Street, Birmingham, 5, Alabama.

All notices to be given the LESSOR by the LESSEE, as outlined herein, shall be addressed to Mrs. J.O. Batson, in Bay Minette, Alabama.

16. As a further consideration of the mutual benefits to be derived hereto, the LESSOR hereby grants unto the LESSEE an option to purchase the property covered by this LEASE-CONTRACT at the termination of the extension period provided (1) that LESSEE shall have exercised his option to extend the present lease for the five years, and (2) that LESSEE is not in default in fulfilling the covenants and agreements herein contained, and provided (3) that LESSEE shall pay the sum of fifteen thousand dollars (\$15,000.00) cash to the LESSOR or her assigns.

17. That the LESSEE, unless he has exercised the option to purchase as contained in Section #16, shall return the possession of the leased premises to the LESSOR at the termination of this lease or extension option (if exercised) in like good condition as received, usual wear and tear excepted.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals this the day and year first above written

Mrs. J.O. Batson
LESSOR

V.J. Elmore 5¢, 10¢ & \$1.00 Stores,
Inc.

W.A. Willis, Jr., as Secretary

O.M. Webb
O.M. Webb, as Executive Vice-President

STATE OF ALABAMA
ESCAMBIA COUNTY

I, Alice Kyser, a Notary Public in and for said State and County, do hereby certify that Mrs. _____, whose name is signed to the foregoing lease-contract, and who is known to me, acknowledged before me on this day, that being informed of the contents of this lease-contract, she executed the same voluntarily on the day the same bears date.

Witness my hand this the tenth day of March, 1944.

seal

Alice Kyser
Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

I, Christina Bosworth, a Notary Public in and for said State and County, do hereby certify that O.M. Webb, whose name as Executive Vice-President is signed to the foregoing lease-contract, and who is known to me, acknowledged before me on this day, that being informed of the contents of the lease-contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand this the 23rd day of March, 1944.

seal

Christina Bosworth
Notary Public

LAST WILL AND TESTAMENT OF MAMIE B. BATSON

I, Mamie B. Batson, being of sound mind and disposing memory, and imbued with the uncertainty of life and the certainty of death, and not acting under any duress, menace, fraud or influence of any person, circumstance or matter whatever, do freely and voluntarily make, publish and declare this my Last Will and Testament, hereby revoking and cancelling all former wills by me at any time heretofore made.

FIRST: I direct that my Executors, hereinafter named, as soon as they shall have sufficient funds applicable thereto, pay my funeral expenses, the expenses of my last sickness, and all of my just debts and obligations of every nature in the order of priority prescribed by the laws of any state where this will may be admitted to probate.

SECOND: I give, devise and bequeath to my children, Charles H. Bright, Mamie B. Nelson and Martha B. Nicar, all property owned by me in Block Numbered Thirty (30) in the Hand Land Company's Addition to the Town of Bay Minette, Alabama, share and share alike.

THIRD: All of the rest, residue and remainder of my estate I give, devise and bequeath to my children, Charles H. Bright and Mamie B. Nelson, share and share alike. As all of the property acquired from the father of my daughter, Martha B. Nicar, has already been conveyed to her, she has been purposely omitted from this paragraph

FOURTH: I hereby nominate and appoint my son, Charles H. Bright, and my daughter, Mamie B. Nelson, to be Executors of this my Last Will and Testament, and direct that no bond for the faithful performance of their duties as such Executors be required of them in this state or in any other jurisdiction.

FIFTH: I hereby authorize and empower my said Executors to do all things necessary for the complete administration of my estate, including the power to sell at public or private sale and without order of court any real or personal property belonging to my estate and to execute proper conveyance of same, and to compromise, adjust or otherwise settle all claims, charges, debts and demands whatsoever against or in favor of my estate as fully as I could do if living.

SIXTH: I hereby exempt my said Executors from filing an inventory of my estate as may be required by law.

IN TESTIMONY WHEREOF, I, the said Mamie B. Batson, have to this Last Will and Testament, contained in this and the preceding sheet, subscribed my name and affixed my seal on this the 25th day of August, 1942.

Mamie B. Batson (Seal)

The writing contained in this and the preceding sheet was signed and sealed by the above named Mamie B. Batson, and by her published and declared as being her Last Will and Testament, in the presence of us, who have hereunto subscribed our names as witnesses at her request, in her presence and in the presence of each other, on this the 25th day of August, 1942.

Ora S. Nelson
J.B. Blackburn

STATE OF ALABAMA

BALDWIN COUNTY

I, W.R. Stuart, Judge of the Probate Court in and for said County and State, do hereby certify that the within instrument

Exhibit "B"

of writing has this day in said Court and before me as the Judge thereof, been duly proven to be the genuine Last Will and Testament of Mamie B. Batson, Deceased, and that the said Will together with the proof thereof, has been recorded in my office in Book of Wills Number "F", Page 86.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court this 30 day of January, 1953.

W.R. Stuart, Judge of Probate

That whereas the said Mamie B. Batson is the owner of the following described lot of land, to-wit:

The North 100 feet of Lot 10 in Block 2 of the Hand Land Company's Addition to the Town of Bay Minette, Baldwin County, Alabama.

and the said George M. Lambert is the owner of a part of Lot 11 in Block 2 of the Hand Land Company's Addition to the Town of Bay Minette, Baldwin County, Alabama, which said part of Lot 11 adjoins the above described part of Lot 10 on the West side of said Lot 10; and

Whereas the said Mamie B. Batson now has on her said property a brick wall on the West side thereof which said brick wall is owned by the said Mamie B. Batson; and

Whereas, a building now on the property of the said George M. Lambert was joined to said wall by an agreement previously made between the said Mamie B. Batson and J.M. Woolley predecessor in title to the said George M. Lambert; and the said George M. Lambert is now desirous of enlarging his said building by the erection of an additional story or stories thereto, and for that purpose the said George M. Lambert desires to obtain the permanent use of said wall which is located on the property of the said Mamie B. Batson, so long as said wall is not demolished by the elements, and he also desires to extend said wall upward for use as the East wall of his said building, including additional stories to be erected;

NOW THEREFORE, in consideration of the sum of One Hundred Forty Three and 50/100 dollars (\$143.50) to the said Mamie B. Batson in hand paid by the said George M. Lambert, the receipt whereof in full is hereby acknowledged, and in further consideration of the covenants and agreements herein contained, it is hereby mutually agreed between the parties hereto, for themselves, their executors, administrators, heirs and assigns, as follows, to-wit:

1. That the said Mamie B. Batson, a widow, hereby grants to the said George M. Lambert, the right to use the said wall for an East wall to his building now erected or to be erected, to have and to hold unto the said George M. Lambert, his heirs and assigns, forever, but with the understanding that the said wall is to be and remain the property of the said Mamie B. Batson, her heirs and assigns.
2. That either party may build said wall higher, and when so built, the other party shall have the privilege of using said wall as a side wall to his or her building, without the requirement of contribution for the cost thereof.
3. That in the event of damage to or destruction of said wall by fire, storm, or other acts of God, the said Mamie B. Batson shall be under no obligation to repair or replace the same. If she fails to repair or replace the same, the said George M. Lambert may do so at his own expense, but without liability on the part of the said Mamie B. Batson for the cost of same.
4. That any addition or extension of said wall by either party shall be done in a workman like manner, having due regard for safety.
5. That the agreements herein contained are to be considered as covenants running with the land.
6. That the said Mamie B. Batson agrees that if she, her heirs or assigns voluntarily demolish the building now located on

Exhibit "C"

her said lot, the West wall thereof shall not be demolished, but left standing for the use of the said property of the said George M. Lambert, his heirs and assigns, forever.

Mamie B. Batson (SEAL)

G.M. Lambert (SEAL)

Dorothy B. Lambert (SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, Leslie Hall, a Notary Public in and for said County and State, do hereby certify that Mamie B. Batson, a widow, George M. Lambert and Dorothy B. Lambert, his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day same bears date.

Witness my hand this 28th day of September, 1939.

Seal

Leslie Hall
Notary Public

STATE OF ALABAMA
BALDWIN COUNTY

I, Leslie Hall, a Notary Public in and for said County and State, do hereby certify that on the 28th day of September, 1939, came before me the within named Dorothy B. Lambert, who, being examined separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband.

In witness whereof, I have hereto set my hand this 28th day of September, 1939.

Seal

Leslie Hall
Notary Public

MAMIE B. NELSON
Complainant

-VS-

MARTHA B. NICAR, and
Certain Lands.

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

NO: 4666

DEMURRERS

Comes the Complainant in the above style cause and demurs to the aspect of the petition for leave to intervene seeking to set up the claim of a third party to the proceeds of the funds which the petitioner agreed to pay to your Complainant and for grounds thereof says:

1. That the intervenor is not the party whose rights this aspect seeks to protect.

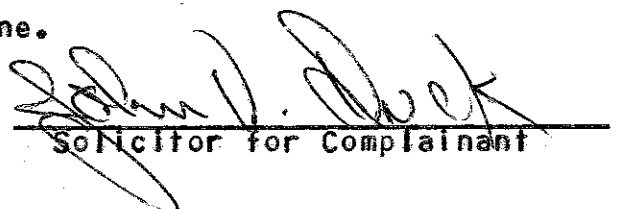
2. Because the record affirmatively shows that Martha B. Nicar has after service by registered mail has allowed a decree pro confesso to be taken against her.

3. Because said petition to intervene shows that the said Martha B. Nicar was wilfully, deliberately and intentionally excluded by the testatrix from sharing in the residue of her estate.

4. Because that said bill and petition to intervene affirmatively shows that the said Martha B. Nicar is making no claim to the property, has had no possession of the property, paid no taxes thereon and is now making no claim in these proceedings.

5. Because said bill and petition to intervene affirmatively show that Martha B. Nicar, even if she had a claim to this land, is now barred by laches in that she had paid no taxes on the property, she has had no possession and made no claim to this property and has made no claim since the death of Mamie B. Batson, deceased, and whose will was probated on January 30th, 1953, as shown by the petition to intervene.

Filed - 11-24-57


Solicitor for Complainant

MAMIE B. NELSON,
Complainant

-VS-

MARTHA B. NICAR, and
lands described in the
bill, and any other persons,
firms or corporations claim-
ing any title to or interest
in the lands described in the
bill,

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY:

No. _____

IN REM

ANSWER

Comes now the Complainant in the above styled cause and
for answer to the petition to intervene says seperately and
severally as follows:

I

Your Complainant admits the allegations contained in para-
graph one.

II

Your Complainant admits the allegations in paragraph two.

III

Your Complainant admits the allegations contained in para-
graph three.

IV

Your Complainant admits the fact that Mrs. Batson died and
left a Will but states that the other facts alledged in para-
graph four are irrelevant and immaterial.

V

Your Complainant admits the allegations in paragraph five.

VI

Your Complainant admits the allegations contained in para-
graph six.

VII

Your Complainant denies the allegations contained in para-
graph seven and says to the contrary that the Complainant alledges
in her bill of complaint that the Will clearly shows on its face

that the Testatrix left no property to Martha B. Nicar under the residuary clause and further states that Martha B. Nicar was specifically excluded from this paragraph. Complainant further says for answer to paragraph seven that she has received all of the rents and profits from the said property described in the petition to intervene, that she has paid all of the taxes thereon, and that the said Martha B. Nicar has in no way made any claim to the property.

VIII

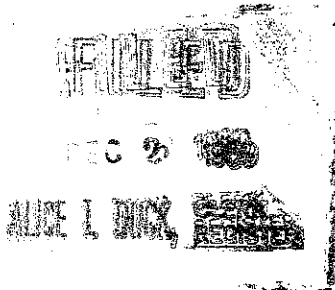
Complainant admits the allegations contained in paragraph eight.

IX

Your Complainant denies that Martha B. Nicar is entitled to any of the proceeds of the said property.

X

Your Complainant admits the allegations contained in paragraph ten.



Solicitor for Complainant

STATE OF ALABAMA
BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Whereas, suit was instituted in the Circuit Court for the Twenty-Eighth Judicial Circuit, in Equity, by Mamie B. Nelson against Martha B. Nicar, and the lands described in the Bill of Complaint, to quieten title to said lands in the said Mamie B. Nelson, and service of said suit having been made upon the said Martha B. Nicar by registered mail, return receipt requested, in accordance with the Rules of the Equity Court in such case made and provided;

And whereas, the said V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., did intervene in said cause, upon motions duly and timely made, and permitted by the Circuit Court in Equity sitting; whereas a decree was entered in said cause on the 11th Day of December, 1959, in which decree the Court found that on, to-wit: March the 10th, 1944, Mrs. J.C. Batson, who was one and the same person and Mrs. Mamie B. Batson, through whom the said Mamie B. Nelson holds title, and through whom the said Martha B. Nicar had claimed some right, title or interest in said property, entered into a rental contract and option to buy with V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., and that said rental contract and option was still in full force and effect; and

Whereas, the said V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., had paid into the hands of the Register of the Circuit Court of Baldwin County, Alabama, the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, the amount specified in the contract to purchase with Mrs. J.C. Batson; and

Whereas, that on September 28th, 1939, the said Mamie B. Batson, entered into a wall agreement with George M. Lambert, which is of record in the Office of the Probate Judge of Baldwin County, Alabama, in Deed Book 70 N.S., pages 370-1; and whereas it was Ordered, Adjudged and Decreed by the Court that the said Mamie B. Nelson convey to the said V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., by full warranty deed in Alabama form, clear of all

liens and encumbrances, except the wall agreement heretofore mentioned, upon the payment of the \$15,000.00 held by the Register of this Court to the said Mamie B. Nelson; and whereas, it was further Ordered, Adjudged and Decreed by the Court that should the same Mamie B. Nelson fail or refuse to make conveyance in accordance with the said decree within 30 days from the date of said decree, then the Register of the Court be and was thereby authorized and empowered and directed to make proper conveyance to the said V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., conveying to it all the right, title and interest of the property described in the said decree; and

Whereas, the said Mamie B. Nelson has failed or refused to make said deed in accordance with said decree, and more than 30 days having elapsed since the rendition of the decree;

Now, therefore, in consideration of the premises and of the payment of the said FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, the receipt of which is hereby acknowledged, I, Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, do hereby GRANT, BARGAIN, SELL AND CONVEY unto V.J. Elmore 5¢, 10¢ & \$1.00 Stores, Inc., the following described real property in the County of Baldwin, State of Alabama, to-wit:

The North 100 feet of Lot 10, in Block 2, of the Hand Land Company's Addition to the Town of Bay Minette, Alabama, according to the Plat thereof, recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 4, Pages 158-162.

Subject to: Certain wall agreement by Mamie B. Batson and George W. Lambert, said agreement being recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 70 N.S., Pages 370-1, and dated September 28th, 1939.

Together with all and singular the rights, tenements, hereditaments, members, privileges and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the above described property unto the said Grantee, its successors or assigns forever.

IN WITNESS WHEREOF, the said Alice J. Duck, as Register of the Circuit Court of Baldwin County, Alabama, has hereunto set her hand and seal this the ____ day of _____, 1960.

Alice J. Duck, as Register

STATE OF ALABAMA

BALDWIN COUNTY

I, the undersigned Notary Public in and for said County and said State, hereby certify that Alice J. Duck, whose name as Register is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such Register, and with full authority, executed the same voluntarily, acting in her capacity as such Register as aforesaid.

Given under my hand this the ____ day of _____,
1960.

Notary Public

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver *ONLY* to addressee

☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

ADDRESS WHERE DELIVERED (only if requested in item #1)

9-28-59

~~4-28-59~~

FILED
SEP 29 1959
ALBANY
CLERK
REGISTER

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$300



POSTMARK OF
DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN
TO

REGISTERED NO.

NAME OF SENDER

Alice J. Duck, Register

CERTIFIED NO.

STREET AND NO. OR P. O. BOX

194716

P.O. Box 239.

INSURED NO.

CITY, ZONE AND STATE

Bay Minette, Alabama

CSF-15-71548-4

POD Form 3817 Jan. 1958

MAMIE B. NELSON

Complainant

-VS-

MARTHA B. NICAR, ET al,
and CERTAIN LANDS.

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

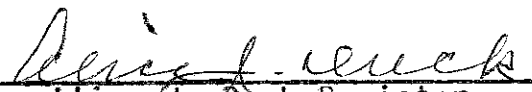
IN EQUITY

No. 4666

It appearing to the Complainant that there are unknown heirs that may be under the age of twenty-one years, or in the Armed Forces of the United States, and that their interests should be represented by a guardian ad litem and an attorney ad litem;

It is therefore, ORDERED, ADJUDGED and DECREED that ELLIOT G. RICKARBY, Esquire, Attorney-at-Law, Fairhope, Alabama, be appointed as such guardian ad litem and attorney ad litem to represent the interests of such unknown heirs.

Done this the 22 day of Sept, 1959.



Alice J. Duck-Register

I, ELLIOT G. RICKARBY, Attorney-at-Law, hereby consent to act as guardian ad litem and attorney ad litem in the above styled cause.



Elliot G. Rickarby
Attorney at Law.

FILED
DEC 2 1959
ALICE J. DUCK, CLERK
REGISTER

MAMIE B. NELSON, Complainant

-VS-

MARTHA B. NICAR, Et al,
and CERTAIN LANDS.
Respondents,

IN THE CIRCUIT COURT OF BALDWIN COUNTY

ALABAMA

IN EQUITY CASE # 4666

ANSWER OF THE GUARDIAN AD LITEM.

Comes the Guardian ad litem and denies all of the allegations
of the bill of complaint and petition for intervention filed in this cause.


GUARDIAN AD LITEM

Filed 2 Dec 1949.

MAMIE B. NELSON

Complainant

-VS-

MARTHA B. NICAR, and
Certain Lands.

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY

NO: 4666

DEMURRERS

Comes the Complainant in the above style cause and demurs to the aspect of the petition for leave to intervene seeking to set up the claim of a third party to the proceeds of the funds which the petitioner agreed to pay to your Complainant and for grounds thereof says:

1. That the intervenor is not the party whose rights this aspect seeks to protect.
2. Because the record affirmatively shows that Martha B. Nicar has after service by registered mail has allowed a decree pro confesso to be taken against her.
3. Because said petition to intervene shows that the said Martha B. Nicar was wilfully, deliberately and intentionally excluded by the testatrix from sharing in the residue of her estate.
4. Because that said bill and petition to intervene affirmatively shows that the said Martha B. Nicar is making no claim to the property, has had no possession of the property, paid no taxes thereon and is now making no claim in these proceedings.
5. Because said bill and petition to intervene affirmatively show that Martha B. Nicar, even if she had a claim to this land, is now barred by laches in that she had paid no taxes on the property, she has had no possession and made no claim to this property and has made no claim since the death of Mamie B. Batson, deceased, and whose will was probated on January 30th, 1953, as shown by the petition to intervene.


Solicitor for Complainant

original
copy

Subscribed for Complaint
[Signature]
[Signature]

shown by the petition to intervene.

deceased, and whose will was deposited on January 30th, 1955, as
belly and has made no claim since the death of Leslie B. Nelson,
belly, she has had no possession and made no claim to this pro-
is now barred by laches in that she had said no taxes on the pro-
show that Martha D. Nicol, even if she had a claim to this land,

3. Because said bill and petition to intervene affirmatively
taxes thereon and is now seeking no claim in these proceedings
to the property, has had no possession of the property and has
affirmatively shown that the said Martha D. Nicol is claiming no claim

FILED
JAN 14 1959
CLERK
REGISTER

closed by the testatrix from sharing in the real estate.
Martha D. Nicol was willfully, deliberately and intentionally ex-
2. Because said petition to intervene shows that the said
also confessed to be taken against her.

Nicol has after service by registered mail use obtained a decree

5. Because the record affirmatively shows that Martha D.
assert seeks to protect.

1. That the intervenor is not the party whose rights this
decree protect says:

which the petitioner agreed to pay to your Complaint and for
set up the claim of a third party to the proceeds of the funds
to the effect of the petition for leave to intervene seeking to

Comes the Complaint in the above style cause and demands

DEMANDS:

Respectfully

Carlisle T. Jones,
MARION B. NICOL, and

-AS-

Complainant

40: 1959
IN EQUITY

MARIE S. NELSON

RAFDWIN COUNTY, WYOMING
IN THE CIRCUIT COURT OF

MAMIE B. NELSON,
Complainant

-VS-

MARTHA B. NICAR, and
lands described in the
bill, and any other persons,
firms or corporations claim-
ing any title to or interest
in the lands described in the
bill,

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY:

No. _____

IN REM

ANSWER

Comes now the Complainant in the above styled cause and
for answer to the petition to intervene says separately and
severally as follows:

I

Your Complainant admits the allegations contained in para-
graph one.

II

Your Complainant admits the allegations in paragraph two.

III

Your Complainant admits the allegations contained in para-
graph three.

IV

Your Complainant admits the fact that Mrs. Batson died and
left a Will but states that the other facts alledged in para-
graph four are irrelevant and immaterial.

V

Your Complainant admits the allegations in paragraph five.

VI

Your Complainant admits the allegations contained in para-
graph six.

VII

Your Complainant denies the allegations contained in para-
graph seven and says to the contrary that the Complainant alledges
in her bill of complaint that the Will clearly shows on its face

that the Testatrix left no property to Martha B. Nicar under the residuary clause and further states that Martha B. Nicar was specifically excluded from this paragraph. Complainant further says for answer to paragraph seven that she has received all of the rents and profits from the said property described in the petition to intervene, that she has paid all of the taxes thereon, and that the said Martha B. Nicar has in no way made any claim to the property.

VIII

Complainant admits the allegations contained in paragraph eight.

IX

Your Complainant denies that Martha B. Nicar is entitled to any of the proceeds of the said property.

X

Your Complainant admits the allegations contained in paragraph ten.

FILED

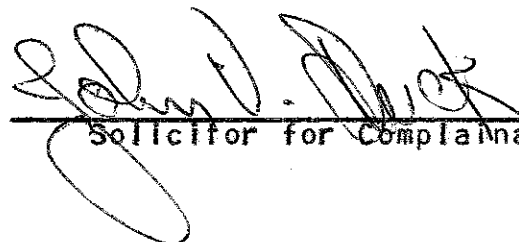
1959

ALICE J. DUCK, CLERK
REGISTER

FILED

DEC 2 1958

ALICE J. DUCK, CLERK
REGISTER


Solicitor for Complainant

JIMMY FAULKNER
PUBLISHER

BAY MINETTE, ALABAMA

E. R. Merrill
Editor.

Alice F. Duck, Register of the
Circuit Court of Baldwin County,
Alabama.

John V. Duck
Solicitor for Complainant

Nelson

FILED

SEP 12 1959

ALICE J. DUCK, CLERK
REGISTER

MAMIE B. NELSON

Vs.

MARTHA B. NICAR, et-al**CIRCUIT COURT OF
Baldwin County.****IN EQUITY**

In this cause it being made to appear to the Register that on the 31st
day of July, 1959, a copy of the Bill of Complaint filed in this cause was
sent to Martha B. Nicar

Defendant, by registered mail, postage prepaid, marked "For delivery only to the person to whom
addressed," and return receipt demanded addressed to the Register of this Court; and that on the
5th day of August, 1959, such receipt was duly
received and filed in this cause:

And it further appearing to the Register that the said Defendant has failed to plead, answer
or demur to the said Bill to the date hereof, it is now, therefore, on motion of Complainant, ordered,
adjudged and decreed by the Register that the said Bill of Complaint be, and it hereby is in all things
taken as confessed against the said Martha B. Nicar

Defendant

This the 10th day of September, 1959

Bea L. Lusk

No. 4666

CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA

In Equity.

MAMIE B. NELSON

Vs.

MARTHA B. NICAR et-al

DECREE PRO CONFESSO AFTER
NOTICE BY REGISTERED MAIL

Filed in office this _____ day of

_____, 194

_____, Register

Entered in O. B. _____ Page _____

The Baldwin Times, Bay Minette, Ala.

8600 - Motion for Decree Pro Confesso After Service by Registered Mail.

The State of Alabama, }
Baldwin County

No. _____

CIRCUIT COURT, IN EQUITY

-----MAMIE B. NELSON-----

Complainant-----

Vs.

-----MARTHA B. NICAR, et-al-----

Defendant-----

Motion is hereby made for a Decree Pro Confesso against -----Martha B. Nicar-----

-----, Defendant-----

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

This -----9th----- day of -----September-----, 1959.

THE STATE OF ALABAMA
Baldwin County.

Circuit Court, In Equity

MAMIE B. NELSON

vs.

MARTHA B. NICAR, et-al

Motion For Decree Pro Confesso
After Notice By Registered Mail

Filed 9-10, 1957

Heice J. Shuck
Register.

Recorded in _____ Record,

Vol. _____ Page _____

Register.

The State of Alabama, }

Baldwin County

No. _____

CIRCUIT COURT, IN EQUITY

~~MAMIE B. NELSON~~

Complainant

Vs.

~~MARTHA B. NICAR, et al~~

Defendant

Motion is hereby made for a Decree Pro Confesso against ~~Martha B. Nicar~~

Defendant

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

This 9th day of September, 19 59

Copy

No. 4666 Page _____

THE STATE OF ALABAMA
Baldwin County.

Circuit Court, In Equity

MAMIE B. NELSON

vs.

MARTHA B. NICAR, et-al

Motion For Decree Pro Confesso
After Notice By Registered Mail

Filed _____, 19____

Register.

Recorded in _____ Record,

Vol. _____ Page _____

Register.

Printed by Moore Ptg. Co.

MAMIE B. NELSON

Vs.

MARTHA B. NICAR, et-alCIRCUIT COURT OF
Baldwin County.

IN EQUITY

In this cause it being made to appear to the Register that on the 31st
day of July, 1959, a copy of the Bill of Complaint filed in this cause was
sent to Martha B. Nicar

Defendant, by registered mail, postage prepaid, marked "For delivery only to the person to whom
addressed," and return receipt demanded addressed to the Register of this Court; and that on the
5th day of August, 1959, such receipt was duly
received and filed in this cause:

And it further appearing to the Register that the said Defendant has failed to plead, answer
or demur to the said Bill to the date hereof, it is now, therefore, on motion of Complainant, ordered,
adjudged and decreed by the Register that the said Bill of Complaint be, and it hereby is in all things
taken as confessed against the said Martha B. Nicar

Defendant

This the 10th day of September, 1959

Register.

Copy

No. 4666

CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA

In Equity.

MAMIE B. NELSON

Vs.

MARTHA B. NICAR et al

DECREE PRO CONFESSO AFTER
NOTICE BY REGISTERED MAIL

Filed in office this 10 day of

Sept, 1942

W. C. Luck, Register

Entered in O. B. _____ Page _____

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS



PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$300

POSTMARK OF
DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN
TO

REGISTERED NO.

NAME OF SENDER

CERTIFIED NO.

STREET AND NO. OR P. O. BOX

INSURED NO.

CITY, ZONE AND STATE

Wesley H. Duck, Ray
Box 239
Bay Marquette, Ala.

PS-15-71548-4

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO

STREET AND NO.

CITY AND STATE

If you want a return receipt, check which:
☐ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

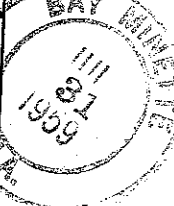
If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Jul 1957

SEE OTHER SIDE

POSTMARK
OR DATE



NO 676557

POD Form 3811 Jul 1958

1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Mr. Martha P. J.

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

8-3-59

ADDRESS WHERE DELIVERED (only if requested in item)

CSS-16-71548-4

GRQ

ALICE J. DUCK, CLERK, REGISTER

FILED

SEP 5 1959

STATE OF ALABAMA, BALDWIN COUNTY

Filed 12-16-59 11:00 A.M.

Recorded filed book 286 page 591-4

BOOK 286 PAGE 591

W. H. Stuart
Judge of Probate

MAMIE B. NELSON,

Complainant,

VS.

MARTHA B. NICAR, and
lands described,

Respondents,

IN THE

CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA, IN

EQUITY:

NO. 4666

This cause coming on to be heard is submitted for a final decree upon the original bill of complaint, decree pro confesso against the Respondent, Martha B. Nicar, appointment and acceptance of Elliot G. Rickarby as Guardian Ad Litem, notice of pendency of bill of complaint, intervention by V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., proof of publication of notice of pendency of suit, and the testimony of witnesses taken ore tenus.

The Court, after considering all of the pleadings and testimony in the case, ascertains and finds as follows:

1. That the Complainant, Mamie B. Nelson, is a bona fide resident of the State of Alabama, living in Mobile, Alabama, and is over the age of 21 years;
2. That the Respondent, Martha B. Nicar, is over the age of 21 years, a non resident of the State of Alabama, residing at 313 Millie Street, Longview, Texas;
3. That the Complainant, Mamie B. Nelson, is the owner in fee simple of the lands described in the bill of complaint, having acquired title by mense conveyances of warranty deed from John C. McLeod and wife to Mamie B. Batson, and the last will and testament of Mamie B. Batson, deceased;
4. That the Complainant is now, and has been, together with her predecessors in title, in the actual, open, notorious, peaceable, exclusive and adverse possession of said lands for a period of more than 10 years prior to the filing of the bill of

Complainant in this cause;

5. That the Complainant, Mamie B. Nelson, and those through whom she claims title, has assessed and paid taxes on said lands for more than 10 years;

6. That there is no suit pending to test the title to said real estate, or the interest of the complainant in, or her right to possession of said land;

7. That on, to-wit: March 10, 1944, Mrs. J. O. Batson, who was one and the same person as Mrs. Mamie B. Batson, through whom the Complainant holds title, entered into a rental contract and option to buy with V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., which is still in full force and effect;

8. That the said V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. has paid into the hands of the Register of the Circuit Court of Baldwin County, Alabama, and which is now being held by her, the sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, the amount specified in the contract of purchase with Mrs. J. O. Batson;

9. That on September 28, 1939, Mamie B. Batson, through whom the Complainant holds title, entered into a wall agreement with George M. Lambert, which is of record in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 70 N.S. pages 370-1;

10. That Mamie B. Batson, through whom the Complainant holds title, in her last will and testament, which is recorded in the office of the Probate Judge of Baldwin County, Alabama, in Will Book F. page 86, devised the property under consideration to her children, Charles H. Bright, and Mamie B. Nelson, share and share alike, as all of the property acquired from the father of my daughter, Martha B. Nicar, has already been conveyed to her, she has been purposely omitted from this paragraph.

11. That the said Charles H. Bright departed this life some time ago, leaving no children, never having been married;

The Court is, therefore, of the opinion, and to the conclusion that the Complainant, Mamie B. Nelson, and the Intervenor, V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., are entitled to the relief prayed for;

The Court is of the further opinion that the said Mamie B. Batson, by her last will and testament, having devised the said property to Charles H. Bright and Mamie B. Nelson, after the death of the said Charles H. Bright, without issue, the title thereto vested in Mamie B. Nelson to the exclusion of any right on the part of the said Martha B. Nicar.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the Complainant, Mamie B. Nelson, is the owner, in fee simple of the following described property, situated in Baldwin County, Alabama, to-wit:

The North one hundred (100) feet of Lot Ten (10), in Block Two (2) of the Hand Land Company's Addition to the Town of Bay Minette, Alabama, according to the plat thereof, recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 4, pages 158 to 162,

subject to the outstanding option to purchase in V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., and the wall agreement entered into by and between Mamie B. Batson and George M. Lambert.

IT IS FURTHER, ORDERED, ADJUDGED AND DECREED by the Court that the said Martha B. Nicar, nor any other person other than V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. has any right title, interest, claim or encumbrance in, on or against said property;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said Mamie B. Nelson convey to the V. J. Elmore 5¢, 10¢ and \$1.00 Stores Inc. by full warranty deed in Alabama form, clear of all liens and encumbrances, except the wall agreement

heretofore mentioned, upon the payment of FIFTEEN THOUSAND (\$15,000.00) DOLLARS now held by the Register of this Court;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that if the said Mamie B. Nelson should fail or refuse to make conveyance in accordance with this decree within 30 days from the date of this decree, then the Register of this Court be and she is hereby authorized and empowered and directed to make proper conveyance to the said V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., conveying to it all of the right, title and interest of the said Mamie B. Nelson in and to the property herein described and pay into the hands of the said Mamie B. Nelson the FIFTEEN THOUSAND (\$15,000.00) DOLLARS now held in escrow by her.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that a copy of this decree, duly certified to, be filed for record in the office of the Judge of Probate of Baldwin County, Alabama.

IT IS FURTHER ORDERED THAT the cost of Court in this proceeding be and the same is taxed against the Complainant in this cause.

This the 11th day of December, 1959.

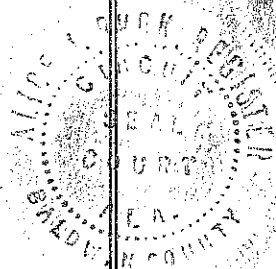
Hubert M. Hall

Judge, 28th Judicial Circuit of Alabama.

I, Alice J. Duck, Register of the Circuit Court of Baldwin County, Alabama, do hereby certify that the foregoing is a correct copy of the original decree rendered by the Judge of the Circuit Court in above stated cause, which said decree is on file and entered in my office.

WITNESS MY HAND AND SEAL THIS 14th day of Dec., 1959

Alice J. Duck
Register of Circuit Court, in Equity



MAMIE B. NELSON

Complainant

-VS-

MARTHA B. NICAR, and
lands described in the
Bill of Complaint, and
any other persons, firms
or corporations claiming
any title to or interest
in the lands described in
the Bill.

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

IN EQUITY:

NO. _____

IN REM

NOTICE OF PENDENCY OF BILL OF COMPLAINT:

TO: MARTHA B. NICAR, AND TO ANY AND ALL OTHER PERSONS, FIRMS
OR CORPORATIONS CLAIMING ANY RIGHT, TITLE, INTEREST IN OR LIEN
OR ENCUMBRANCE UPON THE LANDS HEREINAFTER DESCRIBED.

PLEASE TAKE NOTICE that on the 31 day of ~~August~~ ^{July}, 1959,
Mamie B. Nelson, filed a Bill of Complaint in the Circuit Court
of Baldwin County, Alabama, in Equity, against the following de-
scribed real property situated in Baldwin County, Alabama, viz:

The North One Hundred (100) feet of Lot
Ten (10), in Block Two (2), of the Hand
Land Company's Addition to the Town of
Bay Minette, Alabama, according to the
plat thereof, recorded in the Office of
the Judge of Probate of Baldwin County,
Alabama, in Deed Book Four (4), pages
One fifty-eight (158), to One sixty-two
(162).

And against Martha B. Nicar and against any and all other
persons, firms or corporations claiming to own any right, title,
interest in or lien or encumbrance upon said property. That the
Complainant claims to own said property in fee simple having de-
rived the same under the Last Will and Testament of Mamie B.
Batson, deceased, said Will being recorded in Will Book F. page
eighty-six (86) of the Probate Records of Baldwin County, Alabama,
and from a Warranty Deed from John C. McLeod, and Jennie H. McLeod,
to Mamie B. Batson, dated the 7th day of April, 1910, and recorded
in Deed Book sixteen (16), page two (2), of the Probate Records
of Baldwin County, Alabama.

STATE OF ALABAMA, BALDWIN COUNTY
8-19-59 10:11 AM
72-3
book 5 page 72-3
J.P. Sluoch
Judge of Probate

If any of the above named parties, or their heirs, devisees, successors, or assigns, or any unknown parties, or any other persons, firms or corporations claim any title to, interest in, lien or encumbrance upon said hereinabove described real property, or any part thereof, they must be and appear in said Circuit Court of Baldwin County, Alabama, in Equity, and plead, answer or demur to said Bill of Complaint before the expiration of sixty (60) days from the date of the first publication of this notice which said sixty (60) days expires on the 19 day of Oct, 1959, or suffer a decree pro confesso to be rendered against them.

WITNESS MY HAND, this the 19 day of Aug, 1959.



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



John V. Duck
Solicitor for Complainant

JOHN V. DUCK
ATTORNEY AT LAW
FAIRHOPE, ALA.

November 13th, 1959

Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Ala.

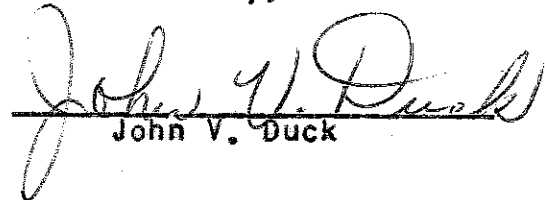
IN RE: MAMIE B. NELSON
VS
MARTHA B. NICAR, and
Certain Lands.

Dear Miss Alice:

Endlosed you will find Demurrers in the
above styled cause.

Please send copy to Mr. Connor Owens.

Sincerely,


John V. Duck

JVD:og
Encl:
Demurrers

PROBATE JUDGE

Bay Minette, Ala.,

Received of

19

FOR RECORD

TOTAL \$

88632 MARSHALL & BRUCE-NASHVILLE

Judge of Probate.

JOHN V. DUCK

ATTORNEY AT LAW

FAIRHOPE, ALA.

September 9th 1959

Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Alabama

IN RE: MAMIE B. NELSON

-VS-

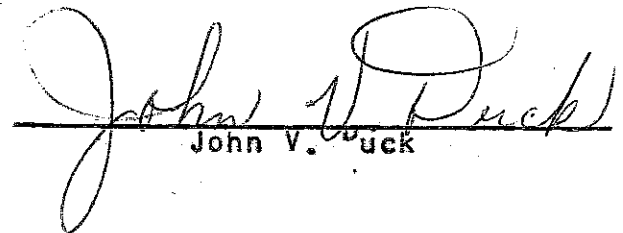
MARTHA B. NICAR, et-al

Dear Miss Alice:

Enclosed you will find Motion for Decree Pro
Confesso After Service by Registered Mail and also Decree
Pro Confesso after notice by registered mail.

Please file in the above styled cause.

Sincerely yours,


John V. Duck

JVD:eq
Encl:
Motion
Notice

JOHN V. DUCK

ATTORNEY AT LAW

FAIRHOPE, ALA.

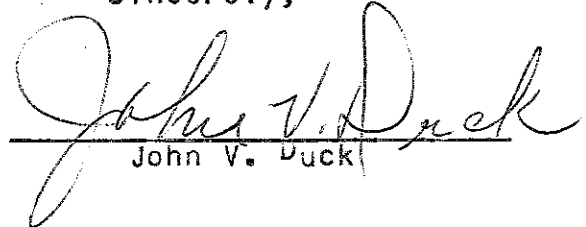
July 30th, 1959

Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Miss Alice:

Enclosed you will find Bill to Quiet Title.
Please serve one on Martha B. Nicar.

Sincerely,


John V. Duck

JVD:og
Encl:
Bill to Quiet Title

PROBATE JUDGE

No 3339

Bay Minette, Ala., 16 Dec, 1957

Received of Mrs. Alice J. Clark

[illegible]

FOR RECORD

TOTAL \$ 2

88532 MARSHALL & BRUCE-NASHVILLE

Judge of Probate.

MAMIE B. NELSON

Complainant

-VS-

MARTHA B. NICAR, ET al,
and CERTAIN LANDS.

Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

IN EQUITY

No. 4666

It appearing to the Complainant that there are unknown heirs that may be under the age of twenty-one years, or in the Armed Forces of the United States, and that their interests should be represented by a guardian ad litem and an attorney ad litem;

It is therefore, ORDERED, ADJUDGED and DECREED that ELLIOT G. RICKARBY, Esquire, Attorney-at-Law, Fairhope, Alabama, be appointed as such guardian ad litem and attorney ad litem to represent the interests of such unknown heirs.

Done this the 22 day of Sept, 1959.

Alice J. Duck
Alice J. Duck-Register

I, ELLIOT G. RICKARBY, Attorney-at-Law, hereby consent to act as guardian ad litem and attorney ad litem in the above styled cause.

Elliot G. Rickarby
Attorney at Law.

FILED

ALICE A. DUCK, CLERK
REGISTER

MAMIE B. NELSON,
COMPLAINANT,
VS.
MARTHA B. NICAR,
RESPONDENT.

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

V. J. ELMORE 5¢, 10¢ and \$1.00) CASE NO. 4666
STORES, INC.,)
INTERVENOR.)

HON. JOHN V. DUCK FOR THE COMPLAINANT
HON. ELLIOTT G. RICKARBY GUARDIAN AD LITEM
HON. J. CONNOR OWENS FOR INTERVENOR.

MRS. MAMIE B. NELSON, THE COMPLAINANT, BEING FIRST DULY SWORN,
TESTIFIED AS FOLLOWS:

Examination by Mr. Duck.

- Q. Please State your full name and address to the Court?
- A. Mamie Bright Nelson, 2010 McVay Drive, Mobile, Alabama.
- Q. You are over the age of 21 years?
- A. Yes sir.
- Q. And a Resident of the State of Alabama?
- A. Yes sir.
- Q. You are the complaining party in this cause?
- A. Yes sir.
- Q. You were the daughter of Mrs. Mamie B. Babson, now deceased?
- A. I was.
- Q. If you would, tell the Court how you derived titlte to this property over here known as the V. J. ELMORE 5¢, 10¢ and \$1.00 STORES, INC?
- A. Through Mamma's will.
- Q. She left that piece of property to you and your brother?
- MR. RICKARBY: I object; the will is the best evidence.
- MR. DUCK: I would like to introduce this certified copy of the will of Mrs. Mamie B. Babson, in evidence and have it marked Complainant's Exhibit A.
- Q. Mrs. Nelson, under paragraph Three of your mother's will the property was left to you and your brother, is that correct?

A. That is correct.

Q. When did your mother die?

A. January, 1953.

Q. Your brother had died previous to that time?

A. He died in 1952.

Q. He was not married at the time of his death?

A. No.

Q. And had no children?

A. No.

Q. Since that time, Mrs. Nelson, have you been in possession of that property, or let's say constructive possession? -- Have you paid the taxes on it?

A. Yes sir.

Q. Have you kept up the insurance?

A. Yes sir.

Q. Have you drawn all of the rents and profits from the building?

A. Yes sir.

Q. Let me ask you this: After your brother died, did you ever have any conversation with your mother pertaining to that property?

A. Just one time.

Q. Do you recall what that conversation was?

A. Yes I do.

Q. Would you please tell the Court?

MR. RICKARBY: I object. That's irrelevant, incompetent and immaterial.

THE COURT: I am not going to rule on the objections - go ahead.

A. I asked Mamma if she wanted to change her will so that Martha could have a part of the building since Buddy has died; I said, "Now is the time to do it" and she said: "That's my business."

Q. She didn't do it?

A. She said that is "My business".

Q. Under the third paragraph in your mother's will she specifically excluded Martha Nicar from that particular part of the will?

A. Yes sir.

Q. Do you know why?

A. Yes, because the property was bought with the estate my father left.

MR. DUCK: I would like to introduce two deeds --

Q. Is Martha Nicar and Martha Dunn one and the same persons?

A. Yes sir.

Q. She had been married previous to the time she married Nicar?

A. That is right.

MR. DUCK: I would like to introduce two deeds and ask that they be marked Complainant's Exhibits B. and C.

Q. You stated a few minutes ago that this particular piece of property was bought with funds that were left by your father to your mother?

A. That is right.

Q. Do you recall whether or not Mrs. Nicar participated in any other part of your mother's will?

A. She received half of the home place - one-third, but after my brother died, she got one half.

Q. Your mother's will split her estate - the part that was obtained from the father of Martha Nicar went to her and the part that was acquired from your brother's and your father went to you and your brother, is that correct?

A. I guess so.

ON CROSS EXAMINATION OF THIS WITNESS, SHE TESTIFIED:

Examination by Mr. Owens.

Q. Mrs. Nelson, what was your maiden name?

A. Bright.

Q. We have spoken of Mrs. Mamie B. Babson. What was her name prior to the time she was a Babson?

A. Bright.

Q. She was Mamie B. Bright?

A. Yes sir.

Q. How many children did she have by Mr. Bright?

A. Three.

Q. Will you name them?

A. Joel, Charles and Mamie E.

Q. You were from the Bright side of the family?

A. That is right.

Q. When did your father pass on.

A. 1905.

Q. Is Joel alive?

A. No.

Q. Did he predecease your mother?

A. Yes sir.

Q. Charles of course died - when?

A. 1952.

Q. Your mother died when?

A. 1953.

Q. Your mother married again?

A. Yes sir.

Q. Who did she marry?

A. J. O. Babson.

Q. When did that marriage take place?

A. I'm not sure whether it was 1906 or 1907 or '08 -- I just don't know.

Q. Some time prior to 1910?

A. Yes sir.

Q. Did they have any issue?

A. You mean children?

Q. Yes?

A. Yes sir, a daughter.

Q. Was that daughter named Martha?

A. Yes sir.

Q. Martha Babson and she became Martha Dunn?

A. Yes sir.

Q. And then she was married again and she is now Martha Nicar?

A. Yes sir, she married the second time.

Q. She is now Martha Nicar?

A. Yes sir.

Q. Now, so to speak, your mother had two families, did she not?

A. Yessir.

Q. Now I call your attention to the residuary clause in the will

= In the second paragraph she says I will and bequeath to my children, Charles H. Bright, Mamie B. Nelson and Martha B. Nicar, all property owned by me in Block number Thirty (30) in the Hand Land Company's Addition to the Town of Bay Minette, Alabama, share and share alike.

Now that is not the property we are involved in today?

A. No, that's the home place.

Q. In the residuary clause she make a disposition of the remainder of the estate and that is the clause which involves the Elmore property?

A. That's right.

Q. Do you feel that it was the purpose in this third paragraph for your mother to give the rest of her estate to the Bright children of her family?

A. Yes sir.

Q. Now the two deeds which have been introduced in evidence by Mr. Duck as to other property - Complainant's Exhibit B, is described as a certain lot No. 9 in Block 2 of the Hand Land Company's Addition to the Town of Bay Minette, and a lot approximately 20 feet in width and 75 feet deep; where is that property?

A. I don't know.

Q. Is that the property that is on the square - the property now owned by Mr. Blackburn?

A. Yes sir.

Q. That is not too far from the Elmore property, is it?

A. No.

Q. About how far apart?

A. I think there is one building and an alley between.

Q. There is also described some lots in Powell Heights - some 1, 2, 3, 4, 5, 6 lots in Powell Heights. Where is that? Will you put in the record where Powell Heights Addition is?

A. Across the Railroad track is all I know.

Q. It is residential property?

A. Yes sir.

Q. You state that since the death of your mother you have collected the rents from the Elmore property, is that right?

A. Yes sir.

Q. Has that been for a period of five years?

A. I guess six years.

Q. Do you remember being notified in February of '58 that V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. desired to exercise their option under the lease and buy the property?

A. Yes sir.

Q. Have you been contacted by their representative since that time?

A. Yes sir.

Q. At various times?

A. Yes sir.

Q. Have they told you that they are ready, willing and able to perform their contract?

A. Yes sir.

ON RE-DIRECT EXAMINATION OF THIS WITNESS SHE TESTIFIED:

ON CROSS EXAMINATION OF THIS WITNESS SHE TESTIFIED:

Examination by Mr. Rickarby, Guardian Ad Litem.

Q. I notice there is a Charles H. Bright mentioned in paragraph Four of the will. He was your brother?

A. Yes sir.

Q. When did he die?

A. 1952.

Q. He died before your mother who made the will?

A. Yes sir.

Q. When he died did he have any children?

A. No.

Q. Was he married?

A. No sir.

Q. Who were the next of kin of your mother at the time of her death?

A. My half sister and I were the only ones.

Q. Your half sister - that was Mrs. Nicar?

A. Yes sir.

Q. And yourself?

A. Yes sir.

THE COMPLAINANT RESTS.

MR. JOHN W. POWERS, JR. A WITNESS FOR THE INTERVENOR, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Owens.

Q. Will you state your name, sir?

A. John W. Powers, Jr.

Q. What is your address?

A. 401 Yorkshire Drive, Homewood, Alabama.

Q. Where are you employed at the present time?

A. At the same address.

Q. Were you employed by V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. prior to this time?

A. Yes sir.

Q. What were the dates?

A. From January 1937 to September 30, 1959

QA. Is that the same corporation which is the Petitioner in this case?

A. Yes sir.

Q. In what capacity did you serve Elmore's?

A. Vice President in charge of real estate.

Q. What did that entail?

A. I was in charge of selecting locations and negotiating and looking after the planning of contracts and buying and installing fixtures and equipment and the maintenance of the buildings, fixtures and equipment.

MR. OWENS: May it please the Court: I would like to introduce at this time and have it marked Petitioner's Exhibit A. a certified copy of a lease from Mrs. J. O. Babson, a widow, to V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc., the lease being dated 10th day of March, 1944, and recorded in Deed Book 85, pages 199-201.

Q. Mr. Powers, are you familiar with the property described in that lease, the North 100 feet of Lot 10, Block 2 of Hand Land Company's Addition to Bay Minette, according to the Map or Plat recorded in the office of the Judge of Probate of Baldwin County, Alabama?

A. Yes I am.

Q. What did Elmore's do, if anything, with the property after the lease was executed by Mrs. Babson?

A. At the time the lease ~~was~~ was executed the property was covered with two buildings - individual buildings and it was Elmore's intention to combine the two buildings and shortly after the signing of the lease sections of the brick wall were removed to combine the two parts, which the store that occupied one part could be expanded to include the other property.

Q. Were other improvements made? (page 8)

A. Yes sir, there were changes to the floor and front and electrical wiring, painting and plumbing work made.

Q. When did these improvements and additions begin, roughly?

A. To the best of my recollection, about May of '44.

Q. When did these improvements end?

A. Probably July. It only took about eight weeks.

Q. Were other improvements made at other times?

A. Yes sir, in 1952, if I remember correctly the building on the west side was lengthened and a new floor structure was put in the whole store on the floor level - repairs and changes to the roof - new roof surface; changes to the electrical and lightening and changes to the front and I believe that was all.

Q. What was the total amount or cost of the improvements made to Emore's?

A. You mean from say, the beginning of the lease in 1944 to the present time?

Q. Yes?

A. I would say not far from \$25,000.00.

Q. Is Mrs. J. O. Babson and Mamie O. Babson one and the same person?

A. Yes sir.

Q. Calling your attention to paragraph two of the Babson lease, did you notify Mrs. Babson prior to February --- to extend the lease for an additional five years?

A. Yes I did.

Q. Was this notice given in writing?

A. Yes it was.

MR. OWENS: May it please the Court, at this time I would like to call the Court's attention to the fact that a certain correspondence was requested - original - to be produced by the Complainant in the cause and that it has not been produced and I would like to proceed to introduce a copy of the letter. I have the copy here.

Q. I hand you herewith a letter dated January 14, 1952, from John W. Powers, Jr. to Mrs. J. O. Babson, and I ask you if that is a copy of the notice which you sent to Mrs. Babson?

A. Yes sir.

MR. OWENS: I offer this in evidence as Petitioner's Exhibit B, which is a letter from John W. Powers, Jr. to Mrs. J. O. Babson, the letter, if I might read a portion of it to the court --

THE COURT: --There is no use to read it.

Q. Did Elmore's continue to occupy the premises during the five year extension and pay the rental?

A. Yes sir.

Q. Is Elmore's now in possession of the property described in the lease?

A. Yes sir.

Q. Shortly after the letter that you sent Mrs. Babson, she passed on, did she not?

A. Yes sir.

Q. Do you remember the exact date of her death?

A. I believe it was in 1953.

Q. Did you receive any notice of the death of Mrs. Babson and the change of ownership of the building?

A. I am sure I received notice of the death; I don't recall how, but I did receive notice from Mr. Telfair Mashburn, saying that the estate had been settled and Mrs. Nelson was the new owner and that rental payments should be made to her.

Q. Now I call your attention to Paragraph 16 of the original lease that, in effect, provides for an option to purchase the building. Did you notify Mrs. Nelson of your desire to exercise the option?

A. Yes sir.

Q. Was the notice given in writing?

A. Yes sir.

- Q. I hand you herewith copy of a letter from you to Mrs. Vernon E. Nelson, dated February 17, 1958, and ask you if that is a copy of the original letter you sent to Mrs. Nelson at that time?
- A. Yes sir.
- MR. RICKARBY: Did you request the original letter?
- MR. OWENS: Yes.
- MR. OWENS: I would like to introduce this as Petitioner's Exhibit C., which is a letter from John W. Powers, Jr. to V. J. Elmore's, dated February 17, 1958. -- John W. Powers, Sr.-
- Q. Mr. Powers, in your letter you stated that you attached to this letter the rental check for the month of February. Is that correct?
- A. Yes sir.
- Q. I will hand you a check to Mrs. Vernon M. Nelson, dated February 20, 1958 and ask you if that is the check?
- A. Yes it is.
- MR. OWENS: I would like to offer as Complainant's - I mean Petitioner's Exhibit D. check from V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc. to Mrs. Vernon H. Nelson dated February 20, 1958.
- Q. This check bears the endorsement of Mrs. Nelson?
- A. Yes sir. It does.
- Q. Did you have any other conversation with Mrs. Nelson prior to that time?
- A. Prior to the writing of this letter?
- Q. Prior to May 31, 1959?
- A. Yes sir, I did.
- Q. When did these conversations take place?
- A. I don't recall the exact date - Could I refer to the files?
- Q. In your best Judgment?

A. Either in March or April, in my best judgment, of 1959.

Q. Were you referred by Mrs. Nelson to Mr. Duck?

A. Yes I was.

Q. Were you told by Mrs. Nelson that he was to prepare the necessary papers?

A. Yes sir.

Q. Now had you been able to procure the deed to the property?

A. No I had not.

Q. Prior to the time you left Elmore's?

A. No I had not.

Q. Is Mrs. Vernon H. Nelson and Mrs. Mamie B. Nelson one and the same person?

A. Yes sir.

Q. Has V. J. Elmores 5¢, 10¢ and \$1.00 Stores, Inc. been, at all times ready, willing and able to exercise the option under the lease?

A. Yes sir.

Q. Will Elmore's suffer severe financial loss by failure to acquire this property, and have this option performed?

A. Yes sir.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Duck.

Q. All of this extensive repair work which was done on the building was not required under the lease for Elmore to do it - It was allowed, but not required?

A. Allowed but not required.

Q. Have the Nelson's ever at any time refused to give you a deed to that property? -- A flat refusal from the Nelsons?

A. We've not been able to obtain a deed signed by the owners, that our Attorneys say should sign.

Q. Prior to that time, all of the rental checks were paid to Mrs. Nelson without question?

A. That's right.

Q. It was only at the time you all exercised the option that Mr.

Nicar's name came into it?

A. Yes sir.

Q. That came from the advice of your Attorneys in Clanton, Alabama?

A. That is correct.

MR. E. R. MORRISSETTE, JR., BEING FIRST DULY SWORN, TESTIFIED FOR THE PETITIONER, AS FOLLOWS:

Examination by Mr. Owens:

Q. Will you state your name, Please?

A. E. R. Morrisette, Jr.

Q. What is your Address, Mr. Morrisette?

A. You mean street or business?

Q. Do you live in Bay Minette, Alabama, 511 East Fifth Street.

Q. Where are you employed?

A. Baldwin Times.

Q. In what capacity?

A. Editor.

Q. Were you so employed in May of '59?

A. Yes sir.

Q. I will ask you if, under your direction, a notice was prepared and published by V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc?

A. Yes it was in three additions.

Q. Do you have an affidavit of publication?

A. I have an affidavit of publication, May 14th., 21st and 28th.

MR. OWENS: May it please the Court, I would like to offer a copy of this notice and have it marked Petitioner's Exhibit E.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED AS FOLLOWS:

Examination by Mr. Duck.

MR. DUCK: I would like for the record to show that the notice says that they are buying the property from Mr. and Mrs. Vernon H. Nelson --

THE COURT: What is the purpose of the notice? -- That's a new one on me.

MR. OWENS: Judge, I don't know that it had any particular purpose,
except to make sure that they complied with the option.

MR. CHESTER A. McSPADDEN, A WITNESS FOR THE PETITIONER, BEING FIRST
DULY SWORN, TESTIFIED:

Examination by Mr. Owens.

Q. Will you state your name, please?

A. Chester A. McSpadden.

Q. What is your address?

A. 1848 South Wood _____ Ave., Birmingham 9, Alabama.

Q. By whom are you employed?

A. V. J. Elmore 5¢, 10¢ and \$1.00 Stores, Inc.

Q. Are they the Petitioners in this cause?

A. Yes sir.

Q. Are serving with them presently?

A. Yes sir.

Q. What is your present job with V. J. Elmore?

A. I am manager of the Real Estate Department and Assistant
Secretary, and I handle leasing, construction, maintenance
and looking after fixtures -- I am manager of the Real
Estate Department.

Q. Successor to Mr. Powers?

A. Yes sir.

Q. I hand you V. J. Elmore's check payable to the Register of the
Circuit Court of Baldwin County, Alabama, in Equity.

Is that the check issued by V. J. Elmore's?

A. Yes sir.

MR. OWENS: I offer in evidence at this time, this Check, which
is dated September 11, 1959, in the sum of \$15,000.
payable to the register of the Circuit Court of Baldwin
County, Alabama,, and ask that it be marked Petitioner's
Exhibit F.

Q. Has V. J. Emore 5¢, 10¢ and \$1.00 Stores, Inc. been ready, willing and able at all times to perform this option?

A. Yes sir.

Q. You have paid the money into this Court?

A. Yes sir.

Q. Would you be seriously damaged by failure to procure a clear title to this property?

A. Yes sir.

MR. OWENS: I would like to offer now as Petitioner's Exhibit G. Certified copy of wall agreement, Mamie B. Babson to George M. Lambert, as recorded in Deed Book 70, page 360-361.

I would also like to introduce as Petitioner's Exhibit H. certified copy of a deed from John C. McLeod and Jennie McLeod, his wife, to Mamie B. Babson, deed being recorded --This does not give the book and page number -- In Deed Book 16 at page 2--

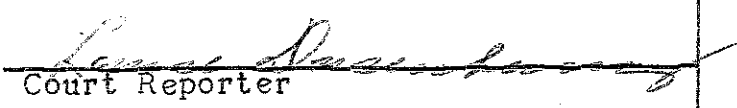
THE PETITIONER REST

THE COMPLAINANT REST.

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

I hereby certify that the foregoing, consisting of pages 1 to 15, both inclusive, correctly sets forth a true and correct transcript of the testimony as taken by me in open Court on Dec. __, 1959, in the above styled cause.

This 24th day of February, 1960.


Court Reporter

Petitioner's

STATE OF ALABAMA
BALDWIN COUNTY

THIS LEASE CONTRACT made and entered into on this the tenth day of March, 1944, by and between the undersigned

Mrs. J. O. Batson, a widow
Bayminette, Alabama.
Lessor.

V.J. Elmore 5¢ 10¢ & \$1.00 Stores, Inc.,
Edqr: 10 South 14 Street
Birmingham, 5 Alabama.
Lessee

WITNESSETH: That the Lessor has leased and by these presents does lease unto the Lessee, and the Lessee hereby rents from the Lessor, for a period of ten years the property hereinafter described upon the following terms and conditions, to-wit:

1. That this lease shall commence on the first day of June, 1944, and shall terminate on the last day of May, 1954, except as hereinafter provided.
2. That at the expiration of this Lease-Contract, Lessor does give unto the Lessee the option of extending is Lease-Contract for another period of five years. In the event that Lessee shall wish to extend this Lease-Contract for the five years, then he shall notify Lessor or her assigns, in writing and deliver same to her by the last day of February, 1954.
3. That the Lessee shall pay as rental for said property the sum of fifteen hundred dollars (\$1,500.00) each lease-year, with said sum divided into twelve equal parts or installments, and one such installment due on the last day of each calendar month throughout the lease period.
In the event that Lessee shall exercise the option to extend this lease for the additional period of five years after the last day of May, 1954, then Lessee shall pay to Lessor rental at the same rate of fifteen hundred dollars (\$1,500.00) during each of the five lease-years.
4. That the property hereby leased by the Lessor to the Lessee, is more particularly described as follows:

The North one hundred feet of Lot #10 in Block #2 of the Band's Addition to the Town of Bay Minette, Baldwin County, Alabama; said lot facing north of the Baldwin County Courthouse square and bounded on the East by a public alley across from the Stafey Drug Store, on the West by the Lambert Building and the Dahlberg Building, and on the South by the property of M. Salinas; together with and also all improvements located on said lot consisting mainly of the 25' wide by 100' long building occupied by the Lessee and the 25' wide by 60' long one story building at present occupied by the Echo Cafe; and including all public rights-of-way, etc;

5. The Lessee contemplates removing part or all of the one story high brick wall which divided Lessee's present store from the Echo Cafe, for the purpose of enlarging Lessee's present store facilities. Lessor agrees that Lessee shall have the right to make such change, and in addition, any other changes which Lessee shall need to make so long as such alterations improve the property for use for which it was intended.
In addition, Lessor certifies to Lessee that she has full and unrestricted use and control over that part of the lot on which there is no building, namely the space behind the Echo Cafe which is about 25' wide by about 40' long, and further that Lessee shall have the right to cover a part or all of this space with a building or expand the present buildings over this space.
6. Lessor shall not be required by the Lessee to expend any monies on the improvement of the property hereinabove described, during the period of this lease and option (if exercised); but Lessor shall keep and maintain in a state of good repair (1) the structural parts of the building or buildings, consisting of safe and sound walls and floors and (2) roofs including not only the structural parts of the roofs but also the finish roof surface; insuring to the Lessee a safe, sound and weathertight building.
Lessee shall be responsible for such maintenance work on the interior of the building, as he may require, including floor, wall and ceiling surfaces, and in addition the interior and exterior surfaces of light and access openings and mechanical equipment; except where defects occur as a results of damage caused by defects in those parts of the building for which the Lessor is responsible; In this event, Lessor and Lessee shall divide the expense between themselves.

Lessor gives unto the Lessee the right to make repairs to these parts of the building for which she is responsible, in case of an emergency, to prevent damage to goods and equipment in or on said premises, and such charge shall be deducted from the rental due or thereafter coming due hereunder.

7. In giving to the Lessee the right to remove the brick wall separating Lessee's present store from the Echo Cafe premises, Lessor calls to Lessee's attention the fact that she holds a ten year guarantee on the 25' wide by 75' long roof surface on the north part of the building occupied by the Lessee, said guarantee given by Mr. P. Snowden of Bay Minette in 1938. Lessee in turn agrees, that he will attempt to contract with Mr. Snowden to patch the roof where the brick division wall is removed, in order that the ten year guarantee shall continue to be in force. In the event that he is not able to reach a satisfactory agreement with Mr. Snowden to do their work, then he may elect to assume the obligation of the unexpired part of the ten year guarantee. (Photostatic copies of the guarantee is given by Mr. Snowden, shall be attached to this lease contract, and become a part of it).

Lessor gives unto the Lessee the right to make any changes in the roof structures and in the roof surfaces, that he may deem necessary, provided that changes in the roof structures are made according to good construction practices, and provided that a ten year guarantee is issued to Lessor on the roof surface, by the roofing contractor installing the roof surface.

8. Lessor affirms to Lessee that she holds a warranty deed to the leased premises, and has full right and lawful authority to enter into this lease contract, and that same is and shall be binding upon her heirs and assigns; and that leased premises are free from all liens and encumbrances, and from all tenancies except; A, Lease-contract at present existing between the parties hereto, said contract dated the 7th day of September, 1938, for a period of ten years ending with the first day of August, 1948.

The parties hereto are agreed, that the execution of this Lease-Contract dated the tenth day of March, 1944, shall automatically void and cancel the existing contract which is dated the seventh day of September, 1938, and the parties hereto shall then destroy their originals of said cancelled contract.

b. Occupancy by the operators of the Echo Cafe, which occupancy is and always has been, upon a month-by-month basis, with either having the right to terminate same by giving the other 30 days notice.

Lessor covenants and agrees that she shall give the operator of the Echo Cafe proper notice so that they can and will vacate the part of the leased premises they occupy, by the first day of June, 1944.

9. That the Lessee shall have the right to sub-let said leased premises or any part thereof, for use for any of the businesses hereinafter set forth, but in the event of such sub-lease, the Lessee shall not be released in any manner from the covenants and agreements of this Lease-Contract.

10. That the Lessee intends to use and occupy the leased premises for mercantile purposes, specifically including a variety store or what is commonly called a "five cents and ten cents store", and including any kinds of businesses generally included in a mercantile business, such as dry goods, notions variety good, hardware, groceries, cafeteria, drugs, and service lines connected with the above, and including any allied or incidental lines handled by such businesses.

The Lessee shall not store or permit to be stored on the premises any article which will materially increase the fire hazard on said premises, except as herein specified.

11. In the event that the Lessee shall become in default in the payment of as many as two installments of rent due hereunder, and said default shall continue for fifteen days (15) after written notice to that effect has been given Lessee by the Lessor, then Lessor shall have the right to annul and terminate this Lease-contract.

12. In the event that this lease-contract shall be annulled or terminated by the Lessor as hereinabove provided for non-payment of rent due hereunder, the Lessor shall have the right forthwith to repossess said premises and Lessee covenants and agrees to deliver said premises to the Lessor without further notice of any kind. Lessor may relet said premises and in such event such action on the part of the Lessor shall not be construed as a waiver in any manner, of her right to collect the remaining installments of rent due hereunder, in the manner allowed by law.

13. That fixtures and equipment, such as shelving, counters, electrical fixtures and equipment, heating and ventilating fixtures and equipment, et cetera, purchased or leased by the Lessee and placed in the leased premises whether attached or not, shall be and remain the property of the Lessee and may be removed by him at the termination of this lease, provided (1) that Lessee is not in default in rental payments hereunder, and (2) provided that in so removing same, Lessee shall not materially damage the building or premises.

14. In the event of a total destruction of the building on said leased premises by fire or otherwise, there shall not be any obligation on the part of the Lessor to rebuild if said building, and if not rebuilt within the time specified for this lease, then this Lease-contract shall stand annulled and the Lessee shall be released from all liability to pay rent after the date of the destruction. However, should the Lessor rebuild or restore the leased premises with a building of similar kind and character to that which was destroyed by the total destruction, either then or later but during the term of this lease or extension option, then the Lessee shall have the option to use, occupy and possess the same under the terms of this lease-contract, or to have this lease-contract stand annulled, and upon the completion of such a building of similar kind and character, the Lessor shall notify the Lessee in writing, and the Lessee shall have the period of ten calendar days after receiving such written notice, in which to elect whether or not he will continue the use, occupancy and possession of the premises under the terms of the Lease-contract, or to have this lease stand annulled.

The term "total destruction" shall be held to mean any destruction extending to 50% or more of the building herein involved, and any damage to said buildings not extending to such extent, shall be promptly and within a reasonable time repaired and restored by the Lessor.

However, in no case will the Lessee be held liable for any rental hereunder, while the premises are unfit for use. In the event that the Lessee shall elect to use the damaged premises while restoration work is being done then Lessor and Lessee shall agree upon an adjustment of rental covering such use.

15. All notices to be given the Lessee by the Lessor, as outlined herein shall be addressed to the Real Estate Department of the Lessee, and directed to the Lessee's Executive Officers which are located at 10 South 14 Street, Birmingham 5, Alabama. All notices to be given the Lessor by the Lessee, as outlined herein, shall be addressed to Mrs. J. O. Batson, in Bay Minette, Alabama.

16. As a further consideration of the mutual benefits to be derived hereto, the Lessor hereby ~~consideration~~ grants unto the Lessee an option to purchase the property covered by this Lease-Contract at the termination of the extension period provided (1) that Lessee shall have exercised his option to extend the present lease for the five years, and (2) that Lessee is not in default in full filling the covenants and agreements herein contained, and provided (3) that Lessee shall pay the sum of fifteen thousand dollars (\$15,000.00) cash to the Lessor or her assigns.

17. That the Lessee, unless he has exercised the option to purchase as contained in Section #16, shall return the possession of the leased premises to the Lessor at the termination of this lease or extension option (if exercised) in like good condition as received, usual wear and tear excepted.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals this the day and year first above written.

Mrs J. O. Batson
Lessor
V.J. Elmore 5¢ 10; & \$1.00 Stores, Inc.,
O.M. Webb
as Executive Vice President

SEAL

W. A. Willis Jr., as Secretary

THE STATE OF ALABAMA
ESCAMBIA COUNTY

I, --a Notary Public in and for said State and County, do hereby certify that Mrs. J.O. Batson whose name is signed to the foregoing lease-contract, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this lease-contract, she executed the same voluntarily on the day the same bears date.

Witness my hand this the tenth day of March, 1944.

Seal

Alice Kyser
Notary Public

STATE OF ALABAMA
JEFFERSON COUNTY

I, Christina Bosworth, a Notary Public, in and for said State and County, do hereby certify that O.M. Webb, whose name as Executive Vice President, is signed to the foregoing lease-contract, and who is known to me, acknowledged before me on this day, that being informed of the contents of the lease-contract, he, as such officer and with full authority, executed the same voluntarily for and as the act of the said corporation.

Given under my hand this the 23rd day of March, 1944.

SEAL

Christina Bosworth
Notary Public

STATE OF ALABAMA
BALDWIN COUNTY

Filed June 13, 1944 at 1 P.M. and recorded in Deed Book 85 at page 199-201, I certify that \$15.00 Deed Tax has been paid as required by law.

G. W. Robertson, Judge of Probate.

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The State of Alabama,
Baldwin County.

PROBATE COURT

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

that the within and foregoing Three photostatic pages

contain a full, true and complete copy of the Lease from Mrs. J. O. Batson to

V. J. Elmore 5¢, 10; & \$1.00 Stores, Inc.,

as the same appears of record in my office in Deed Book No. 85

page 199-201.

Given under my hand and seal of office, this 8th day of October, 19 59.

By: W R Stuart Judge of Probate
Harry M. Dole Chief Clerk

Real Estate
File: L-#20

Petersons Ex B

January 14, 1952

Mrs. J. O. Batson, Owner of
Elmore Store Building
Bay Minette, Alabama

Dear Mrs. Batson:

According to the terms of the lease contract we have with you dated March 10, 1944, we have an option to extend this lease contract for the period of five years beginning with the last day of May, 1954, at the same rental we are now paying which is \$125.00 per month. We are to notify you of our wish to extend this lease, and in view of the present work, we are doing on the building, I take this occasion to formally notify you that we are exercising this option to extend this lease for the five years ending with the last day of May, 1959, at the same rental of \$125.00 per month.

You will also remember that according to the terms of this lease contract we have an option to purchase this property at a fixed sum, at the end of the five-year option, if we exercise the option. Therefore, since we are exercising this option, we will expect to have this purchase option available to us at the end of May, 1959.

I am bredding this letter to our January rental check.

Very truly yours,

John

JOHN W. POWERS, JR.
VICE PRESIDENT

JWP:msm
cc: WAW

Real Estate
File: L-#20

P. H. Powers, Jr. EEC

February 17, 1958

Mrs. Vernon E. Nelson, Owner
Elmore Store Building
Bay Minette, Alabama
Mail to: 2010 South MacVay Drive
Mobile, Alabama

Dear Mrs. Nelson:

According to Section #16 on page 3 of our contract we have with you as successor in title to your mother, Mrs. J. O. Batson, which contract is dated March 10, 1944, we have an option to buy the fifty feet (50') by one hundred feet (100') property with buildings thereon, for the sum of Fifteen Thousand Dollars (\$15,000.00). This purchase option must be exercised by or before the expiration of our present contract, which is May 31, 1959.

The purpose of this letter is to call to your attention this purchase option, and to notify you that we are exercising this option, and that on or immediately after May 31, 1959, we will be ready to pay you the Fifteen Thousand Dollars (\$15,000.00) upon receipt of a warranty deed to the property.

May I receive an acknowledgment from you?

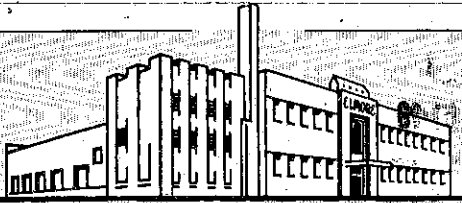
Very truly yours,

JWP:mas
cc: #20
cc: WAW
pc: JWP

JOHN W. POWERS, JR.
VICE PRESIDENT

Added to February
rental check.

ABDUC - Avenue



V.J. ELMORE

CHECK NUMBER

14257

61-1
620

5¢-10¢ AND \$1.00 STORES, INC.

TO THE FIRST NATIONAL BANK - MAIN OFFICE
BIRMINGHAM, ALABAMA

BIRMINGHAM, ALABAMA

February 20, 1958

V.J. ELMORE CO. \$112.50

\$ 112.50

PAY
TO THE
ORDER
OF

V.J. Elmore
W.D.

MRS. VERNON H. NELSON
2010 SOUTH MOVAY DRIVE
MOBILE, ALABAMA

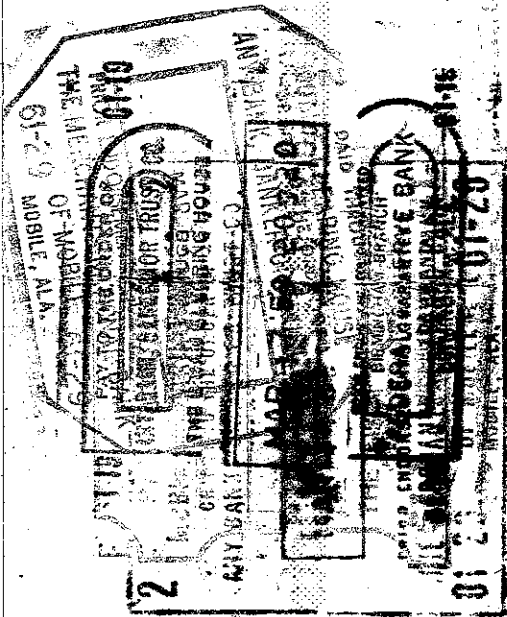


V.J. ELMORE

5¢-10¢ AND \$1.00 STORES, INC.

BY

Mr. Vernon L. Nelson
For deposit only



JIMMY FAULKNER
PUBLISHER

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

Petersons E & E

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA.
BALDWIN COUNTY.

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

Notice - U. J. Elmore Stores, Inc.

100 x 100 ft. lot, containing a 50' x 100' building, occupied by The Elmore Store, being the north 100' of Lot No. 10 in Block No. 2 of Hand Land Company's Addition to the Town of Bay Minette. Anyone having a claim against this property, is hereby notified to contact the U. J. Elmore 50, 100 & 100 Stores, Inc. at 100 x 100 ft. lot, containing a 50' x 100' building, occupied by The Elmore Store, being the north 100' of Lot No. 10 in Block No. 2 of Hand Land Company's Addition to the Town of Bay Minette.

COST STATEMENT

97 WORDS @ 5 cents — — — \$ 4⁸⁵
I hereby certify this it correct, due and unpaid (paid).

E. R. Morrisette, Jr.
Publisher.
Editor.

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

Date of 1st publication May 14, 1959 Vol. 71 No. 18

Date of 2nd publication May 21, 1959 Vol. 71 No. 19

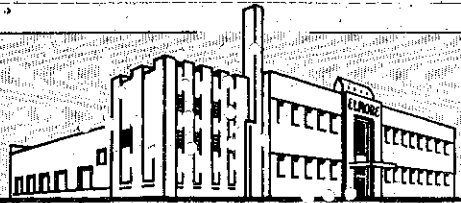
Date of 3rd publication May 28, 1959 Vol. 71 No. 20

Date of 4th publication _____, 195___ Vol. _____ No. _____

Subscribed and sworn before the undersigned this 2 day of Dec, 1959

Darrel Martin
Notary Public, Baldwin County.

E. R. Morrisette, Jr.
Publisher.
Editor.



V.J. ELMORE

61-29
651

CHECK NUMBER

7915

5¢-10¢ AND \$1.00 STORES, INC.

TO THE MERCHANT, NATIONAL BANK OF MOBILE
MOBILE, ALABAMA

BIRMINGHAM, ALABAMA, September 11, 1959

V.J. ELMORE CO. \$15,000.00

\$ 15,000.00

PAY
TO THE
ORDER
OF

Register of the Circuit Court of
Baldwin County,
In Equity

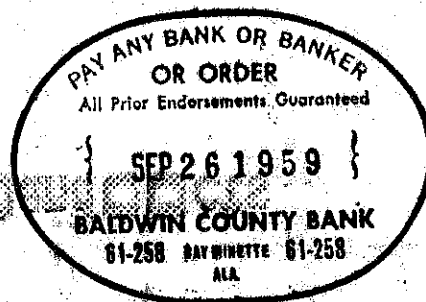
V.J. ELMORE

5¢-10¢ AND \$1.00 STORES, INC.

BY

John X

W.A. Harris



PAY TO THE ORDER OF
BALDWIN COUNTY BANK
BAY MINETTE, ALABAMA
All Prior Endorsements Guaranteed
JES. J. DICK, Cash. 604

Johnson's *Is*

STATE OF ALABAMA
BALDWIN COUNTY

WALL AGREEMENT

THIS AGREEMENT IN DUPLICATE ORIGINALS made and entered into on the 28th day of September, 1939, by and between EMILIE B. JOHNSON, a widow, party of the first part, and GEORGE A. LAMBERT and DOROTHY A. LAMBERT, his wife, parties of the second part, witnesses:

That whereas the said EMILIE B. JOHNSON is the owner of the following described lot of land, to-wit:

The North 100 feet of Lot 10 in Block 2 of the Hard Land Company's Addition to the Town of Fort Rickett, Baldwin County, Alabama.

and the said GEORGE A. LAMBERT is the owner of a part of Lot 11 in Block 2 of the Hard Land Company's Addition to the Town of Fort Rickett, Baldwin County, Alabama, which said part of Lot 11 adjoins the above described part of Lot 10 on the east side of said Lot 10; and,

whereas the said EMILIE JOHNSON now has on her said property a brick wall on the west side thereof, which said brick wall is owned by the said EMILIE B. JOHNSON; and,

whereas, a building now on the property of the said GEORGE A. LAMBERT was joined to said wall by an agreement previously made between the said EMILIE B. JOHNSON and J. C. WOOLLEY, predecessor in title to the said GEORGE A. LAMBERT; and the said GEORGE A. LAMBERT is now desirous of enlarging his said building by the erection of an additional story or stories thereto, and for that purpose the said GEORGE A. LAMBERT desires to obtain the permanent use of said wall which is located on the property of the said EMILIE B. JOHNSON, so long as said wall is not demolished by the elements, and he also desires to extend said wall upward for use as the West wall of his said building, including additional stories to be erected;

NOW, THEREFORE, in consideration of the sum of One Hundred Forty Three and 10/100 dollars (\$143.50) to the said EMILIE B. JOHNSON in hand paid by the said GEORGE A. LAMBERT, the receipt whereof is full in receipt and discharge, and in further consideration of the covenants and agreements herein contained, it is hereby mutually agreed between the parties hereto, for themselves, their executors, administrators, heirs and assigns, as follows, to-wit:

1. That the said EMILIE B. JOHNSON, a widow, hereby grants to the said GEORGE A. LAMBERT, the right to use the said wall for an east wall to his building now erected or to be erected, to have and to hold unto the said GEORGE A. LAMBERT, his heirs and assigns, forever, but with the understanding that the said wall is to remain in the property of the said EMILIE B. JOHNSON, her heirs and assigns.

2. That either party may build said wall higher, and when so built, the other party shall have the privilege of using said wall as a side wall to his or her building, without the requirement of compensation for the cost thereof.

3. That in the event of damage to or destruction of said wall by fire, storm, or other Act of God, the said EMILIE B. JOHNSON shall be under no obligation to repair or replace the same. If she fail to repair or replace the same, the said GEORGE A. LAMBERT may do so at his own expense, but without liability on the part of the said EMILIE B. JOHNSON for the cost of same.

4. That any addition or extension of said wall by either party shall be done in a workman-like manner, leaving due regard for safety.

5. That the agreements herein contained are to be considered as covenants running with the land.

6. That the said Mamie B. Batson agrees that if she, her heirs or assigns, voluntarily demolish the building now located on her said lot, the west wall thereof shall not be demolished, but shall be left standing for the use of the said property of the said George M. Lambert, his heirs and assigns, forever.

WITNESS our hands and seals the day and year first above written.

MAMIE B. BATSON (SEAL)
G. M. LAMBERT (SEAL)
DOROTHY B. LAMBERT (SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, LEBLIE HALL, a Notary Public in and for said County in said State, hereby certify that Mamie B. Batson, a widow, George M. Lambert and Dorothy B. Lambert, his wife, whose names are signed to the foregoing agreement, and who are known to me ~~taxes~~ acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of September, 1939.

LEBLIE HALL
Notary Public, Baldwin County, Alabama.

SEAL

STATE OF ALABAMA
BALDWIN COUNTY

I, LEBLIE HALL, a Notary Public in and for said County in said State, hereby certify that on the 28th day of September, 1939, came before me the within named Dorothy B. Lambert, known to me to be the wife of the within-named GEORGE M. LAMBERT, known to me to be the wife of the within named George M. Lambert, who, being by me examined separately and apart from her husband touching her signature to the within agreement, acknowledged before me that she signed the same of her own free will and accord and without fear, constraints, or threats on the part of her husband.

Given under my hand and official seal this 28th day of September, 1939.

SEAL

LEBLIE HALL
Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA
BALDWIN COUNTY PROBATE COURT

Filed in office this 28th day of Sept. 1939 at 9:45 AM and duly recorded in Deed Book 70 N.S. page 360-1 and I certify that \$-- , cts 50 Deed tax, has been paid as required by law.

G. W. Robertson, Judge of Probate

G. W. Robertson, Judge of Probate

Ex 9

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The State of Alabama,
Baldwin County.

PROBATE COURT

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

that the within and foregoing Three photostatic pages

contain a full, true and complete copy of the Wall Agreement from Mamie B. Batson

to George M. Lambert,

as the same appears of record in my office in Deed Book No. 70

page 360-1.

Given under my hand and seal of office, this 8th day of October, 19 59.

W R Stuart
Judge of Probate
By: Harry M. O'Brien Chief Clerk

Rephonses Est H.

2

(فقره)

DEED WITH WARRANTY.

THIS DEED, made the 7th day of April 1910, between John C. McLeod and Jennie H. McLeod his wife of the first part and Mamie B. Batson of the second part. WITNESSETH. That the parties of the first part, in consideration of One dollar and other valuable consideration to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell, convey and deliver unto the said party of the second part her heirs and assigns forever, all that real property in Baldwin County, Alabama, described as follows, to-wit:

One hundred (100) feet off the north end of lot numbered ten (10) in block numbered two (2) in the town of Bay Minette, Ala. according to the land Company addition to said town as per map of said town of record in the office of the Probate Judge of Baldwin County, Alabama.

TOOFTEN with all appurtenances thereunto belonging, to have and to hold forever and against any person lawfully claiming the same, said parties of the first part shall forever warrant and defend.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

John C. McLeod

(SEAL)

Jennie H. McLeod

(SEAL)

SIGNED, SEVEN AND DELIVERED
IN THE PRESENCE OF.

Frank S. Stone.

STATE OF ALABAMA, BALDWIN COUNTY.

I, Frank S. Stone, a Notary Public in and for said County and State, hereby certify that John C. McLeod and Jennie H. McLeod his wife whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day and being informed of the contents of the conveyance they executed the same voluntarily on the day and date above bears date.

Given under my hand this 7th day of April 1910.

Frank S. Stone, Notary Public Baldwin County, Alabama.

STATE OF ALABAMA, BALDWIN COUNTY.

I, Frank S. Stone, a Notary Public in and for said County and State, do hereby certify that on the 7th day of April 1910, before me the within named Jennie H. McLeod, known to me to be the wife of the within named John C. McLeod, who being examined separately and apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or duress on the part of the husband.

In witness whereof, I have unto set my hand this 7th day of April 1910.

Frank S. Stone, Notary Public Baldwin County, Alabama.

(SEAL)

Filed for record April 10th 1910.

Recorded April 10th 1910.

W. H. Smith, Judge of Probate.

1910

The State of Alabama,
Baldwin County.

PROBATE COURT

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

that the within and foregoing One photostatic pages

contain a full, true and complete copy of the Deed from John C. McLeod, et al,

to Mamie B. Batson,

as the same appears of record in my office.

Given under my hand and seal of office, this 2nd day of December, 19 59.

W R Stuart
Judge of Probate

By Harry M. D. Line

Chief Clerk

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LAST WILL AND TESTAMENT OF MARIE B. BATSON

IN THE NAME OF GOD, AMEN:

I, Marie B. Batson, being of sound mind and disposing memory, and imbued with the uncertainty of life and the certainty of death, and not acting under any duress, menace, fraud or influence of any person, circumstance or matter whatever, do freely and voluntarily make, publish and declare this my Last Will and Testament, hereby revoking and cancelling all former wills by me at any time heretofore made.

FIRST:

I direct that my Executors, hereinafter named, as soon as they shall have sufficient funds applicable thereto, pay my funeral expenses, the expenses of my last sickness, and all of my just debts and obligations of every nature, in the order of priority prescribed by the laws of any state where this will may be admitted to probate.

SECOND:

I give, devise and bequeath to my children, Charles H. Bright, Marie B. Nelson and Martha B. Nicor, all property owned by me in Block Numbered Thirty (30) in the Hand Land Company's Addition to the Town of Bay Minette, Alabama, share and share alike.

THIRD:

All of the rest, residue and remainder of my estate I give, devise and bequeath to my children, Charles H. Bright and Marie B. Nelson, share and share alike. As all of the property acquired from the father of my daughter, Martha B. Nicor, has already been conveyed to her, she has been purposely omitted from this paragraph.

FOURTH:

I hereby nominate and appoint my son, Charles H. Bright, and my daughter, Marie B. Nelson, to be Executors of this my Last Will and Testament, and direct that no bond for the faithful per-

(End of First Page) Marie B. Batson

formance of their duties as such Executors be required of them in this State or in any other jurisdiction.

FIFTH:

I hereby authorize and empower my said Executors to do all things necessary for the complete administration of my estate, including the power to sell at public or private sale and without order of court any real or personal property belonging to my estate and to execute proper conveyance of same, and to compromise, adjust or otherwise settle all claims, charges, debts and demands whatsoever against or in favor of my estate as fully as I could do if living.

SIXTH:

I hereby exempt my said Executors from filing an inventory of my estate as may be required by law.

IN TESTIMONY WHEREOF, I, the said Marie B. Batson, have to this my Last Will and Testament, contained in this and the preceding sheet, subscribed my name and affixed my seal on this the 28th day of August, 1942.

Marie B. Batson (SEAL)

The writing contained in this and the preceding sheet was signed and sealed by the above named Marie B. Batson, and by her published and declared as being her Last Will and Testament, in the presence of us, who have hereunto subscribed our names as witnesses at her request, in her presence and in the presence of each other, on this the 28th day of August, 1942.

Ora S. Nelson

J. B. Blackburn

Filed January 30, 1943,
W. B. Stuart, Judge
H.D.

CERTIFICATE

STATE OF ALABAMA
BALDWIN COUNTY

I, W. B. Stuart, Judge of the Probate Court in and for said County and State, do hereby certify that the within instrument of writing has this day in said Court and before me as the Judge thereof, been duly proven to be the genuine Last Will and Testament of Marie B. Batson, Deceased, and that the said Will together with the proof thereof, has been recorded in my office in Book of Wills Number "7" at Page 56.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court this 30 day of January, 1943.

W. B. Stuart
Judge of Probate.

The State of Alabama,
Baldwin County.

PROBATE COURT

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

that the within and foregoing one photostatic pages

contain a full, true and complete copy of the Last Will and Testament of Mamie B.

Batson, Deceased,

as the same appears of record in my office in Will Book No. "P"

page 86.

Given under my hand and seal of office, this 8th day of October, 1959.

W R Stuart
Judge of Probate
By: Harry M. Dole Chief Clerk

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STATE OF ALABAMA
BALDWIN COUNTY.

THIS INDENTURE, made and entered into on this the 10th. day of June, 1930, by and between J. O. Batson and Mamie B. Batson, his wife, hereinafter referred to as the parties of the first part and Martha B. Dunn, hereinafter referred to as the party of the second part, WITNESSETH: The parties of the first part for and in consideration of the sum of Ten dollars (\$10.00) and other valuable consideration, in hand paid to the parties of the first part by the party of the second part, the receipt whereof is hereby acknowledged, the parties of the first part have and by these presents do hereby Grant, Bargain, Sell and Convey unto the said party of the second part the following described real property situated in Baldwin County, Alabama, to-wit:

Lots Number Five (5) and Number Seven (7), in Block Number One (1), and lots Number Two (2) Number Four (4), Number Six (6), and Number Eight (8), in Block Number Six (6) in Powell Heights Addition to the Town of Bay Minette, as per plat of the said Addition of record in Book One (1) Miscellaneous at Pages 338-339 in the Probate Records of Baldwin County, Alabama.

Lot Number Forty (40) of R. E. Lee's Subdivision of a part of the West Half of the Northeast Quarter of Section Ten (10), Township Two (2) South of Range Three (3) East, as per plat of the said subdivision of record in Map Book One (1) at page 107 in the Probate Records of Baldwin County, Alabama.

The following described part of Lot Number Nine (9) in Block Number Two (2) of the Hand Land Company's Addition to the Town of Bay Minette as per plat of the said addition of record in Deed Book Four (4) N. S. at pages 158-59 in the Probate Records of Baldwin County, Alabama; Beginning at the Northeast corner of the said Lot Nine (9), thence running Southwardly along the East line of the said lot Seventy-five (75) feet to a point, thence Westerly and parallel with the North line of the said lot twenty (20) feet to a point, thence Northwardly and parallel with the East line of the said Lot Seventy-five (75) feet to a point on the North line of the said lot, thence Easterly along the North line of the said lot Twenty (20) feet to the place of beginning.

Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, unto the said party of the second part, her heirs and assigns forever.

The parties of the first part, for themselves and their heirs, executors and administrators, hereby covenant and warrant to and with the said party of the second part, her heirs and assigns, that they are seized of an indefeasible estate in and to the said property; that they have a good right to convey the same as herein contained; that they will guarantee the peaceable possession thereof, that the said property is free from all liens and encumbrances and that they will and their heirs, executors and administrators, shall forever warrant and defend the same unto the party of the second part, her heirs and assigns against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands and affix their seals on this the 10th. day of June, 1930.

J. O. Batson (SEAL)
Mamie B. Batson (SEAL)

Witnesses: Cecil A. Thompson
J. B. Blacburn, J.

STATE OF ALABAMA
BALDWIN COUNTY

I, J. B. Blackburn, Jr., a Notary Public, within and for said County in said State, hereby certify that J. O. Batson and Mamie B. Batson, his wife, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 10th. day of June, 1930.

J. B. Blackburn, Jr. Notary Public, Baldwin
County, Ala.

(SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, J. B. Blackburn, Jr. a Notary Public, within and for said County in said State, do hereby certify that on the 10th. day of June, 1930, came before me the within named Mamie B. Batson known to me to be the wife of the within named J. O. Batson, who, being examined separate and apart from her husband, touching her signature to the foregoing conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of her husband.

Given under my hand and official seal on this the 10th. day of June, 1930.

J. B. Blackburn, Jr. Notary Public, Baldwin
County, Ala.

(SEAL)

The State of Alabama Probate Court
Baldwin County

Filed in office this 12 day of June, 1930 at 10:30 A. M. and duly recorded in Deed Book No. 49 N. S. pages 121-122; and I certify that \$ 6 cts 00 license or privilege tax, paid as required by an Act of the Legislature, approved September 14, 1923; G. W. Humphries, Judge of Probate by J. L. Kessler, Clerk.

G. W. Humphries, Judge of Probate

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ELVA D. TROYER

The State of Alabama,
Baldwin County.

PROBATE COURT

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

that the within and foregoing Two photostatic pages

contain a full, true and complete copy of the Deed from J. C. Batson, et al, to

Martha B. Dunn,

as the same appears of record in my office.

Given under my hand and seal of office, this 2nd day of December, 1959.

W. R. Stuart
Judge of Probate

By Harry M. [Signature] Chief Clerk

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STATE OF ALABAMA
BALDWIN COUNTY.

THIS INDENTURE, made and entered into on this the 11th. day of June, 1930, by and between J. O. Batson and Mamie B. Batson, his wife, hereinafter referred to as the parties of the first part and Martha B. Dunn, hereinafter referred to as the party of the second part, WITNESSETH: The parties of the first part for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, have and by these presents do hereby Grant, Bargain, Sell and Convey unto the said party of the second part the following described property in Baldwin County, Alabama, to-wit:

All of the right, title and interest of the parties of the first part in that certain brick wall situated on the West of the following described property: Beginning at the Northeast Corner of Lot Nine (9) in Block Number Two (2) of the Hand Land Company's Addition to the Town of Bay Minette, as per plat of the said Town of record in Deed Book Four (4) N. S. at Pages 158-59, in the Probate Records of Baldwin County, Alabama, thence Southwardly along the East line of the said lot Seventy-five (75) feet to a point, thence Westerly and parallel with the North line of the said lot twenty (20) feet to a point, thence Northwardly and parallel with the East line of the said lot Seventy-five (75) feet to a point on the North line of the said lot, thence Easterly and along the North line of the said lot Twenty (20) feet to the place of beginning. The said wall being the East wall of the Bank of Bay Minette Building. The interest of the parties of the first part being more particularly described in the following conveyances; that certain conveyance from the Northern Abstract and Title Guaranty Company, a Corporation, to J. O. Batson, dated the 7th. day of January, 1914 and of record in Book Two (2) Miscellaneous at page 174, and that certain conveyance from the Bank of Bay Minette, a Corporation to J. O. Batson, dated the 11th. day of February, 1914, of record in Book Two (2) Miscellaneous at Pages 174-75 in the Probate Records of Baldwin County, Alabama.

TO HAVE AND TO HOLD, unto the said party of the second part, her heirs and assigns forever.

The parties of the first part, for themselves and their heirs, executors and administrators hereby covenant and warrant to and with the said party of the second part, her heirs and assigns, that they are seized of an indefeasible estate in and to the said property; that they have a good right to convey the same as herein contained; that they will guarantee the peaceable possession thereof; that the said property is free from all liens and encumbrances and that they will and their heirs, executors and administrators shall forever warrant and defend the same unto the said party of the second part, her heirs and assigns, against the law-

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IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals on this the 11th. day of June, 1930.

J. O. Batson (SEAL)
Mamie Batson (SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, J. B. Blackburn, Jr. a Notary Public, within and for said County in said State, hereby certify that J. O. Batson and Mamie B. Batson, his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 11th. day of June, 1930.

J. B. Blackburn, Jr. Notary Public, Baldwin
County, Alabama.

(SEAL)

STATE OF ALABAMA
BALDWIN COUNTY

I, J. B. Blackburn, Jr. a Notary Public, within and for said County in said State, hereby certify that on the 11th. day of June, 1930, came before me the within named Mamie B. Batson, known to me to be the wife of the within named J. O. Batson, who, being examined separate and apart from her husband, touching her signature to the foregoing conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints or threats on the part of her husband.

Given under my hand and official seal on this the 11th. day of June, 1930.

J. B. Blackburn, Jr. Notary Public, Baldwin
County, Ala.

(SEAL)

The State of Alabama Probate Court
Baldwin County

Filed in office this 12 day of June, 1930 at 10:30 A. M. and duly recorded in Deed Book No. 49 N. S. pages 120-1; and I certify that \$--cts 50 license or privilege tax, paid as required by an Act of the Legislature, approved September 14, 1923; G. W. Humphries, Judge of Probate by J. L. Kessler, Clerk.

G. W. Humphries, Judge of Probate

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The State of Alabama,
Baldwin County.

PROBATE COURT

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

that the within and foregoing Two photostatic pages

contain a full, true and complete copy of the Deed from J. O. Batson, et al, to

Martha B. Dunn,

as the same appears of record in my office in Deed Book No. 49

page 120-1.

Given under my hand and seal of office, this 27th day of November, 1959.

W R Stuart
Judge of Probate

By: Harry M. Doline Chief Clerk