

CLARA FRIESE,)	
)	
Complainant,)	IN THE CIRCUIT COURT OF
-vs-)	BALDWIN COUNTY, ALABAMA
H. T. FLOWERS,)	IN EQUITY
)	
Respondent.)	

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

Comes your Complainant, Clara Friese, and respectfully
represents and shows unto this Honorable Court as follows:-

1. That her name is Clara Friese. That she is over the
age of twenty-one years, and a resident citizen of Beaver Dam,
Wisconsin, residing at 405 York Street. That the Respondent,
H. T. Flowers, is over the age of twenty-one years and is a
resident citizen of Baldwin County, Alabama.

2. That the Complainant is the owner of that certain
real estate in Baldwin County, Alabama, described as the East
Half (E½) of the Northwest Quarter (NW¼) of the Northwest Quarter
(NW¼) of Section twenty (20), Township eight (8) South, Range
four (4) East. That she became the owner thereof by conveyance
from Helmuth Klebs, dated April 28, 1958, which said conveyance
was placed of record in the office of the Judge of Probate of
Baldwin County, Alabama, on the 5th day of September, 1958.

3. That there has heretofore appeared in the Baldwin Times,
a newspaper published in Bay Minette, Alabama, the following
notice, viz:- "MORTGAGE FORECLOSURE NOTICE Default having been
made in the payment of the indebtedness described in and secured
by the mortgage from Helmuth Klebs, a single man, to Nic Krump,
dated September 22, 1930, which is recorded in Book 48 of Mort-
gages at page 518, Baldwin County, Alabama, records, which mort-
gage and the indebtedness secured thereby was assigned by Nic
Krump to Mildred Casey by assignment dated December 13, 1948, which
is recorded in Book 166 of Mortgages at page 167, Baldwin County,
Alabama, records, by Mildred Casey to Claude Peteet by assignment
dated June 8, 1949, which is recorded in Book 310 of Mortgages at
page 597, Baldwin County, Alabama, Records, and by Claude Peteet
to H. T. Flowers by assignment dated February 3, 1959, which was

filed for record on February 26, 1959, in the office of the Judge of Probate of Baldwin County, Alabama, which default still continues, the undersigned assignee will sell at auction for cash to the highest bidder at the front door of the Court house in Bay Minette, Alabama, at 11:30 o'clock A. M. on April 7, 1959, the following described property situated in Baldwin County, Alabama, to-wit:* The East Half of the Northwest Quarter of Northwest Quarter, Section 20, Township 8 South, Range 4 East. The said sale is made for the purpose of paying the indebtedness secured by the said mortgage and the costs and expenses of foreclosure and the proceeds from said sale will be applied in the manner provided in and by the said mortgage. H. T. Flowers, Assignee, J. B. Blackburn, Attorney for Assignee".

4. That as of the date she became the owner of the real estate hereinabove described, and also as of the date said conveyance was placed of record in the office of the Judge of Probate, she had no actual notice or knowledge of any indebtedness secured by any recorded mortgage on or against said real estate hereinabove described, nor did she have any actual notice or knowledge of any outstanding indebtedness described in and secured by the Mortgage Foreclosure Notice hereinabove set out, as of the time she became the owner of the real estate.

5. That the mortgage referred to in the Mortgage Foreclosure Notice hereinabove set out shows on its face that it is more than twenty (20) years past due according to the original maturity date thereof. Complainant further shows that there was no duly recorded extension agreement made in accordance with law, nor any lawful credits thereon within twenty (20) years after its due date.

6. That foreclosure and sale of the East Half ($E\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section twenty (20), Township eight (8) South, Range four (4) East, in Baldwin County, Alabama, in accordance with the Mortgage Foreclosure Notice hereinabove set out, is barred by the provisions of Section 174, of Title 47, of the Code of Alabama of 1940, in

that said mortgage is, under conditions existing, and under the provisions of said Section, conclusively presume to have been paid.

7. That foreclosure of the mortgage as contemplated by the Mortgage Foreclosure Notice hereinabove set out, or collection of any indebtedness due thereunder, is barred by the Statute of Limitations.

8. That no demand for payment of the Mortgage referred to in the Mortgage Foreclosure Notice above set out has been made on her by the owner thereof.

9. Complainant further shows that she submits herself to the jurisdiction of this Court to ascertain the lien of the Mortgage set forth in the Notice of Mortgage Foreclosure Sale hereinabove referred to, in any, and to a determination by the Court as to whether she is required to pay any amount thereon to extinguish such lien, if any, and Complainant offers to do Equity, and to pay such amount, if any, as the Court may ascertain and decree to be due by her as the owner of said real estate in order to extinguish the lien of said mortgage, if any such lien does in fact exist.

THE PREMISES CONSIDERED, your Complainant prays that H. T. Flowers be made a party defendant to this cause by the usual process of this Honorable Court, requiring him to plead, answer or demur within the time and under the penalties prescribed by the rules of this Court, and under the Statutes in such cases made and provided, and that failing therein, a Decree Pro Confesso may be entered against him, or that such orders and decrees may be made in the premises as to the Court may seem just and proper.

Complainant further prays that upon a final hearing of this cause, your Honor will grant to the Complainant, by proper order or decree, so much of the following relief to which she is entitled and as in duty bound she will ever pray:-

1. That it be found that the Mortgage referred to in the Bill of Complaint does not constitute a lien upon the properties therein described.

does not vest title in a purchaser at said foreclosure.

3. That the mortgage above referred to should be found to be conclusively presumed to have been paid.

4. That it be found that collection of any indebtedness secured by said mortgage be barred by the Statute of Limitations.

5. That it be found that foreclosure of the referred to mortgage be barred by the Statute of Limitations.

6. That the mortgage above referred to does not constitute a cloud on the title of the Complainant.

7. That in the event it is concluded by the Court that the mortgage above referred to does constitute a lien on the property therein described, that your Honor will hold a reference to determine the sum required to extinguish such lien.

8. That should your Complainant be mistaken in the relief prayed, that she be granted such other, further, different and general relief to which she may be entitled.

Solicitor for Complainant

4543

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,
Baldwin County.

}

Circuit Court, Baldwin County

No. 4543

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon H.T. FLOWERS

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

H.T. FLOWERS, Defendant

by CLARA FRIESE, Plaintiff

Witness my hand this 6th day of April 19 59

Clara Friese, Clerk

No. 4543 Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

CLARA FRIESE

Plaintiffs

vs.

H.T. FLOWERS

Defendants

Summons and Complaint

Filed April 6th 19 59

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19 _____

_____, Sheriff

I have executed this summons

this _____ 19 _____

by leaving a copy with

_____, Sheriff

_____, Deputy Sheriff

CECIL G. CHASON

ATTORNEY AT LAW
FOLEY, ALABAMA

April 4, 1959

Mrs. Alice J. Duck, Register
Bay Minette, Alabama

Dear Mrs. Duck:

I am enclosing herewith a Bill of Complaint of Clara Friese against H. T. Flowers, and copies of a Lis Pendens Notice, the original of which has been filed in the office of the Judge of Probate.

Although not necessarily of legal significance, I am sending, by mail, a copy of both the Bill of Complaint and the Lis Pendens Notice to Mr. Flowers, and to the Hon. J. B. Blackburn, who is shown on the Mortgage Foreclosure Notice as his attorney.

Please post immediately a copy of the Lis Pendens Notice on the Bulletin Board on the front door of the Court House, also please immediately deliver the Bill of Complaint and a copy thereof to the Sheriff and request immediate service.

Yours very truly,


C. G. Chason

CGC:fm

encls. as noted.

Carbon copies with enclosures
as above noted to:

Mr. H. T. Flowers
Foley, Alabama

Hon. J. B. Blackburn
Attorney at Law
Bay Minette, Alabama

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CLARA FRIESE,
Complainant,
-vs-
H. T. FLOWERS,
Respondent.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN EQUITY

NOTICE OF LIS PENDENS

Comes Clara Friese, acting by and through C. G. Chason, her Solicitor of record, and gives this Notice of Lis Pendens shown as follows:- That on the 6th day of April, 1959, there was filed in the Circuit Court of Baldwin County, Alabama, in Equity, a suit wherein Clara Friese is the Complainant and H. T. Flowers is the Respondent, asking determination by the Court as to whether a certain mortgage alleged to have been executed by Helmuth Klebs, a single man, to Nic Krump, on, to-wit, September 22, 1930, recorded Mortgage Book 48, Page 518, allegedly assigned to Mildred Casey on, to-wit, December 13, 1943, recorded Mortgage Book 166, Page 167, allegedly assigned to Claude Peteet on, to-wit, June 8, 1949, recorded Mortgage Book 310, Page 597, allegedly assigned to H. T. Flowers, on, to-wit, February 3, 1958, and filed for record on February 26, 1959, all recorded in the office of the Judge of Probate of Baldwin County, Alabama, constitutes a lien on the property therein described, to-wit:- The East Half (E½) of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section twenty (20), Township eight (8) South, Range four (4) East. Complainant further prayed of the Court that it be determined that said mortgage does not constitute a lien on said property, and that any purchaser at a foreclosure sale based on the mortgage above described would not take title under and by virtue of his purchase at said sale.

CLARA FRIESE,

BY:


Her Solicitor of record

4543

CLARA TRINER

Complainant,

-vs-

H. T. FLOWERS,

Respondent.

IN THE CIRCUIT COURT OF

DAKOTA COUNTY, ALABAMA

IN EQUITY

NOTICE OF HIS PETITION

James Clara Triner, acting by and through C. D. Gibson, her Solicitor of record, and gives this Notice of His Petition as follows: - That on the 5th day of April, 1939, there was filed in the Circuit Court of Baldwin County, Alabama, in Equity, a suit wherein Clara Triner is the Complainant and H. T. Flowers is the Respondent, asking determination by the Court as to whether a certain mortgage alleged to have been executed by Reuben Klebs, a single man, on the 10th day of September, 1930, recorded Mortgage Book 16, page 218, allegedly assigned to Mildred Gray on the 10th day of December, 1938, recorded Mortgage Book 167, page 167, allegedly assigned to Claude Peters on the 10th day of June, 1939, recorded Mortgage Book 210, page 297, allegedly assigned to H. T. Flowers, on the 10th day of February, 1938, and filed for record on February 26, 1939, all recorded in the office of the Judge of Probate of Baldwin County, Alabama, constitutes a lien on the property therein described, to-wit: - The East Half (1/2) of the Northwest Quarter (NW 1/4) of the North West Quarter (NW 1/4) of Section twenty (20), Township eight (8) South, Range four (4) East. Complaint further prays of the Court that it be determined that said mortgage does not constitute a lien on said property, and that any purchaser of a foreclosure sale based on the mortgage above described would not take title under and by virtue of his purchase of said sale.

CLARA TRINER

[Handwritten signature]
 Her Solicitor of record