

The State of Alabama }
BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Wager Land Company, a Corporation
chartered under the laws of the State of Michigan,

of Washington, County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Jackson Oaks Corporation, a Corporation organized under the
Laws of Alabama.

against said Wager Land Company, a Corporation chartered under the laws
of the State of Michigan et al.

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 22nd day of October,

1925


Register.

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

Copy

Serve on.....

Circuit Court of Baldwin County
In Equity

No.

SUMMONS

Jackson Oaks Corporation,

a Corporation organized under
the Laws of Alabama.

vs.

Wagar Land Company, a Corporation

By _____
chartered under the laws of the

State of Michigan.

Galliard, Mahorner & Arnold,

Stone & Stone,

Solicitor for Complainant.

Recorded in Vol.

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this

day of _____ 192

Sheriff.

Executed this _____ day of _____

192

by leaving a copy of the within summons with

Defendant.

Sheriff.

Deputy Sheriff.

**The State of Alabama }
BALDWIN COUNTY.**

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Wager Land Company, a Corporation

chartered under the laws of the State of Michigan,

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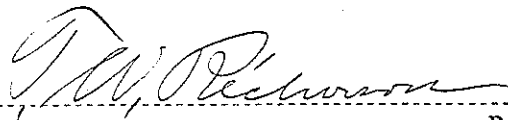
Jackson Oaks Corporation, a Corporation organized under the
Laws of Alabama.

against said Wager Land Company, a Corporation chartered under the laws
of the State of Michigan et al.

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 22nd day of October,

1925.



Register.

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Circuit Court of Baldwin County
In Equity

No.

SUMMONS

Jackson Oaks Corporation,
a Corporation organized under
the Laws of Alabama.

vs.

Wagar Land Company, a Corporation
chartered under the laws of the
State of Michigan.

Galliard, Mahorner & Arnold,
Stone & Stone.

Solicitor for Complainant.

Recorded in Vol.

Page

Noted on 5/1 Wagar

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this

day of 192

Sheriff.

Executed this

day of

192

by leaving a copy of the within summons with

Defendant.

Sheriff.

Deputy Sheriff.

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

VS.

—

1st. Said bill is wanting in Equity.

2nd. The allegations, as to compliance with the

3rd. The allegations of the failure of respondents in

4th. Because it appears from said contract that Brown

5th. Because it appears from said contract that

ATTORNEYS FOR RESPONDENTS.

The State of Alabama } BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Wager Land Company, a Corporation
chartered under the laws of the State of Michigan,

Washington C-- County, to be and appear before the Judge of the Circuit Court of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Jackson Oaks Corporation, a corporation chartered under the laws of
the State of Michigan A; Alabama and Paul Shmohl,

against said Wager Land Company, a Corporation chartered under the laws
of the State of Michigan, et al.

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 22nd day of Oct.

192 5,

T. W. Richerson
Register.

N. B.—Any party defendant is entitled to a copy of the bill upon application to the Register.

Copy

Serve on _____

Circuit Court of Baldwin County
In Equity

No. _____

SUMMONS

Jackson Oaks Corporation, a
corporation chartered under the laws of
the State of Alabama, and
Paul Schmohl.

vs.

Wager Land Company, a
Corporation chartered under
the laws of the State of
Michigan et al.

Gaillard, Mahorner & Arnold - & -
Plaintiffs

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this _____

day of _____

192 _____

Sheriff.

Executed this _____ day of _____

192 _____

by leaving a copy of the within summons with _____

Defendant.

Sheriff.

Deputy Sheriff.

Serve on _____

Copy

Circuit Court of Baldwin County

In Equity

No. _____

SUMMONS

Jackson Oaks Corporation,^a
corporation chartered under
the State of Alabama, and
Paul Schmidt.

vs.

Wager Land Company,^a
Corporation chartered under
the laws of the State of
Michigan et al.

Gallard, Mahorner & Arnold -
Plaintiffs

Solicitor for Complainant.

Recorded in Vol. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this _____

day of _____ 192__

Sheriff.

by leaving a copy of the within summons with
the laws of _____ day of _____ 192__

Defendant.

Sheriff.

By _____
Deputy Sheriff.

The State of Alabama }

BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon Wager Land Company, a Corporation
chartered under the laws of the State of Michigan,

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Jackson Oaks Corporation, a corporation chartered under the laws of
the State of Michigan & Alabama and Paul Shmohl,

against said

Wager Land Company, a Corporation chartered under the laws
of the State of Michigan, et al.

and further to do and perform what said Judge shall order and direct in that behalf. And this the said Defendant shall in no wise omit, under penalty, etc. And we further command that you return this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

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Circuit Court of Baldwin County
In Equity

No.

SUMMONS

Jackson Oaks, Corporation, a
corporation chartered under
the laws of Alabama, and
the State of Alabama, and
Paul Schmohl.

vs.

Wager Land Company, a
Corporation chartered under
the laws of the State of
Michigan et al.

Gaillard, Mahorn & Arnold
Plaintiffs

Solicitor for Complainant.

Recorded in Vol.

Page

*Leave Copy on T. L. C. Wager
Intelligencer Co. etc.*

THE STATE OF ALABAMA
BALDWIN COUNTY

Received in office this

day of

192

Sheriff.

Executed this day of

192

by leaving a copy of the within summons with

Defendant.

Sheriff.

Deputy Sheriff.

JACKSON OAKS CORPORATION, a
corporation chartered under
the laws of the State of Ala-
bama, and PAUL SCHMOHL,

Complainants,

vs.

WAGAR LAND COMPANY, a corpora-
tion chartered under the laws
of the State of Michigan, and
W. P. LEWIS,

Respondents.

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

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF SAID COURT:

The bill of complaint of Jackson Oaks
Corporation and Paul Schmohl respectfully shows unto your
Honor:

FIRST

That complainant Jackson Oaks Corpora-
tion is a corporation organized under the laws of the State
of Alabama, and that the said Paul Schmohl is upwards of
twenty-one years of age and resides in the County of Mobile;
said Wagar Land Company has a place of business at Wagar,
Washington County, Alabama, and that F.L.Wagar is its Presi-
dent and resides at that place.

SECOND

That on the 26th day of May, 1925, your
complainants entered into a contract with respondent, Wagar
Land Company, for the sale by complainant, Jackson Oaks Cor-
poration to respondent, Wagar Land Company, of certain lands
situate in Baldwin County, Alabama, and designated by the
terms of said contract by reference to an unrecorded deed
made by J. E. Drysdale and wife and S. M. Brown and wife,
said contract of sale being upon the terms and conditions
specifically set forth in said contract. A true copy of
said contract is attached hereto, marked exhibit "A" and
made a part of this bill of complaint.

And for the purpose of identifying the lands so agreed to be sold by Jackson Oaks Corporation to respondent Wagar Land Company, a copy of said deed from J. E. Drysdale and wife and S. M. Brown and wife was attached to said contract agreeing to sell said property and made a part thereof; and a true copy of said deed so referred to is attached hereto and marked Exhibit "B", and made a part of this bill of complaint.

THIRD

Complainants are informed and believe and upon such information and belief shows to the court that said W. P. Lewis, respondent aforesaid claims to have acquired some right or interest from said respondent Wagar Land Company in, under or by virtue of the terms of said contract to sell; but these complainants do not know to what extent said respondent Lewis has acquired any rights or interests based upon said contract from said respondent Wagar Land Company.

FOURTH

Complainants further show unto your Honor that they complied with all the terms of said contract and delivered to respondent Wagar Land Company, an abstract of title to said property brought down to date, or had the same done and the same was examined by said respondent, Wagar Land Company.

FIFTH

Complainants further show unto your Honor that said contract contains the following clause, viz:

"The said party of the second part is to have thirty days (30) from the time of delivery of the

completed abstract for the examination of said title, at the expiration of which, if the opinion of said attorney is unfavorable to said title, it shall have the right to cancel this contract, and receive the money left in escrow, but if at said time it appears to said attorney that any defects in the title can be seasonably remedied, he shall have the option of requiring the party of the first part to so remedy such title, and complete the transaction".

And complainants respectfully show unto your Honor that they have fully complied with the terms of said contract but that said respondents and each of them have wholly failed to carry out the terms of said contract on their part, in this, that they, and each of them wholly failed, after the expiration of thirty days from the time of the delivery of a completed abstract of title to said property to seasonably designate such defects in said title as could seasonably be remedied by complainant and have failed to carry out and complete said transaction according to the true intent and meaning of said contract, have failed to pay to complainant, Jackson Oaks Corporation, said sum of Eighteen Thousand Dollars (\$18,000.00) or any part thereof.

And your complainants respectfully show unto your Honor that by virtue of the said breaches of said contract on the part of said Wagar Land Company, and on the part of said W. P. Lewis same has become null and void and of no effect whatever.

The complainants further show unto your Honor that Wagar Land Company has placed said contract of record in the Office of the Probate Judge of Baldwin County Alabama, and the same is recorded in Deed Book 36, N.S. page 250.

And complainants show unto your Honor that although the said Wagar Land Company, its assignees and transferees, have in equity no rights or interests by virtue of said contract and have wholly forfeited the same as above set forth, yet the existence of the contract serves

as the effect of a cloud upon the title of complainant, Jackson Oaks Corporation, and interferes with its sale or other disposition of said real property.

The premises considered the complainants respectfully pray that appropriate writs be issued out of this court and served upon the said respondents, commanding them, and each of them, within the time fixed by law and the rules of this Honorable court, to appear in this cause and demur to, plead or make answer to this bill of complaint, and your complainants further pray that upon the hearing of this cause your Honor will be pleased to adjudge and decree that said respondent, Wagar Land Company and said W. P. Lewis has and have no rights, equities or interest under and by virtue of said contract and that this Honorable Court will adjudge and decree the same to be null and void and of no effect whatever.

Complainants further pray for such other, further or different relief as to your Honor may seem meet under the circumstances of the case, and as in duty bound, etc.

Gaiward Mahorn & Arnold
Solicitors for Complainants.

FOOT NOTE: Each of the complainants are required to answer each paragraph of the foregoing bill of complaint, numbered One to Five, but answer under oath is expressly waived.

Gaiward Mahorn & Arnold
Solicitors for Complainants.

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, *Stella M. Miller*

a Notary Public, in and for said County
and State, personally appeared Paul Schmohl, who being by
me first duly sworn on oath says that the allegations of
fact contained in the foregoing bill of complaint are true,
except where stated upon information and belief, and where
so stated upon information and belief he believes the same
to be true;

Paul Schmohl

Subscribed and sworn to before me

this *8th* day of *October* 1925.

Stella M. Miller

Notary Public, Mobile County, Ala.

EXHIBIT "A"

THIS INSTRUMENT, executed on this the 26th day of May, 1925, between Jackson Oaks Corporation, a corporation chartered under the laws of the State of Alabama, and Paul Schmohl, Mobile, Alabama, parties of the first part, and the Wager Land Company, a corporation chartered under the laws of the State of Michigan, party of the second part, WITNESSETH:

That the said Jackson Oaks Corporation, does hereby agree to sell to the party of the second part, and execute to said party of the second part, good and sufficient warranty deed thereto, the property described in an unrecorded deed, made by J. E. Drysdale and wife, and S. M. Brown and wife, of Davenport, Iowa, a copy of which is hereto attached and made a part hereof. The said Jackson Oaks Corporation and also agrees to furnish abstract of title to said property brought down to date, and correct any defects appearing in said title, and either place of record the unrecorded deed hereinbefore referred to, or, if preferred, destroy same, having the said Drysdale and Brown execute warranty deed to the said party of the second part, and said corporation execute a quitclaim deed. *X end*

begin The purchase price of said property is eighteen thousand (\$18,000.00) dollars, cash on delivery of the deed, and a payment of one hundred sixty eight & 88/100 (\$168.88) dollars has been made on same, to be held in escrow by J. E. Webb, attorney at law, Mobile, Alabama, pending the delivery of the deed, or deeds, herein provided for, or in case he should not approve of the title, and this transaction not carried to completion, said amount to be returned by him to the said party of the second part. The said Schmohl has a contract with Elliott G. Rickarby and George H. Dunlap, also attached hereto, and agrees that should the trade for the

Jackson Oaks go through, he will use his best endeavors to procure a conveyance to the property therein described, to the party of the second part, upon the terms therein provided, that is to say, for the amount that he has paid under said contract, and such additional amount as may be necessary to be paid to Rickarby and Dunlap, and procure a deed, not in excess of the balance that would be due under said contract, with interest thereon.

The said party of the second part is to have thirty (30) days from the time of delivery of the complete abstract for the examination of said title, at the expiration of which, if the opinion of said attorney is unfavorable to said title, it shall have the right to cancel this contract, and receive the money left in escrow, but if at said time it appears to said attorney that any defects in the title can be seasonably remedied, he shall have the option of requiring the party of the first part to so remedy such title, and complete the transaction.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals in duplicate on this the day and year first above written.

The copy of the deed and contract herein referred to are attached to the duplicate copy of this instrument, left with J. H. Webb, as attorney for the party of the second part.

JACKSON OAKS CORPORATION

BY: PAUL SCHMOEL SEAL
President

WAGAR LAND COMPANY

BY: F. L. WAGAR SEAL)
President

EXHIBIT "B"

STATE OF ALABAMA)
 (SS
COUNTY OF BALDWIN)

THIS INDENTURE, made and entered into this 12th day of January, A.D. 1924, by and between J. E. Drysdale and Ada M. Drysdale, his wife, and S. M. Brown and Nellie G. Brown, his wife, all of Davenport, Iowa, parties of the first part, and Jackson Oaks Corporation, a corporation organized under the laws of the State of Alabama, party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Twenty-Thousand (\$20,000.00) dollars, Five Thousand (\$5,000.00) dollars of which has been paid in cash, the receipt whereof is hereby acknowledged, and the remainder amounting to Fifteen Thousand (\$15,000.00) dollars, is to be paid as evidenced by that certain series of fifteen (15) notes of even date herewith, each of said notes being for the sum of One Thousand (\$1,000.00) dollars, with interest at seven (7%) per cent per annum from date, payable annually, the said notes being signed by the party of the second part and payable to parties of the first part at the office of J. E. Drysdale & Company at Davenport, Iowa, on or before five (5) years from the date hereof, provided, however, that default in the payment of any installment of interest, when and as same becomes due upon any of said notes, shall cause the entire amount of principal and interest upon each and all of said notes to become due and payable at once at the option of the payee or holder thereof without notice, the parties of the first part have granted, bargained, sold and conveyed and do by these presents grant, bargain, sell and convey unto the said party of the second part, subject, however, to the vendor's lien hereinafter set forth, the following described land situated in Baldwin County, Alabama, to-wit:

Start at the Southeast corner of Section Seven, Township Five South, Range Two East, and run West 40-66/100 chains to a point; thence run North 17-3/100 chains to a point which is the beginning point of the lands hereby conveyed; from said point of beginning run North 6-18/100 chains to the South line of Division Three, section Eight, thence East on said South line 35 chains more or less, to Yancey Branch; thence up said Branch 3-50/100 chains, more or less, to the South line of Section Thirty-eight in said Township; thence East on South line of Section Thirty-eight, 15 chains, more or less, to the East line of Section Seven, in said Township; thence North 3-17/100 chains to a stake; thence West to the center of Yancey Branch;

thence Northwesterly up said Branch to the fork thereof; thence Northerly up said fork to the South line of Lot No. Four of the Dolive Division (which South line is about 30 chains North of Section Thirty-eight); thence East along the south line of lot No. Four to Section Nine of said Township; thence North 12-68/100 chains to the North-east corner of said Lot No. Four; thence West 160 chains, more or less, to Mobile Bay; thence Southerly along said Bay to middle of the West line of Section Thirty-nine; thence East 8-70/100 chains to a stake, thence South 3-9/100 chains to a stake; thence East 9-51/100 chains to the place of beginning, containing 375 acres, more or less, in Section Seven (Spanish Grant), Sections Seven and Eight, regular survey, and Sections Nineteen, Thirty-seven, Thirty-eight and Thirty-nine (Spanish Grant), in Township Five South, Range Two East, Baldwin County, Alabama; excepting however from the said tract of land the following portions:

(1) The Dolive Grave Yard which is called one acre, but which is about one-twentieth of an acre.

(2) That part of said tract of land described as follows:

Start at the Southeast corner of Section Seven (7), Township Five (5) South, Range Two (2) East, and run West 40.66 chains to a point, thence North 17.03 chains to a point; thence North 6.18 chains to a point of beginning; thence Easterly along the South line of Division Three (3), Section Eight (8), to the West side of the Public Road as originally laid off running from Daphne to Spanish Fort; thence Northerly along the west side of said road, 150 feet; thence due west to Mobile Bay; thence Southerly along said Bay to the middle of West line of Section Thirty-nine (39); thence Easterly 8.70 chains to a point; thence South 3.09 chains to a point; thence East 9.51 chains to a point; thence Northerly to the point of beginning.

Together with all and singular the rights, tenements, privileges and appurtenances unto said land, belonging or in anywise appertaining.

To have and to hold said lands unto the party of the second part, its successors or assigns, in fee simple.

And said parties of the first part, for themselves, their heirs, executors and administrators, hereby covenant with said party of the second part that they are seized of the title conveyed to them, in the above lands, by Warren W. Worcester by Warranty Deed dated May, 14, 1921, and recorded on the 7th day of June 1921, in Book No. 31 N.S., Page 631-32 in the office of the Judge of the Probate Court of Baldwin County, Alabama, and the covenant and warrant that said lands are free and clear from any and all encumbrances due to any act upon their part and that they will forever warrant and defend the title to and possession of said property unto party of the second part, its successors and assigns against the lawful claims of all persons claimed by, through or under parties of the first part or either of them.

In order to secure the payment of the notes for the aforesaid balance of purchase money amounting to Fifteen Thousand (\$15,000.00)

Dollars, with interest, etc., the parties of the first part hereby reserve and retain a vendor's lien upon all of the property herein conveyed, excepting only the following, to-wit:

Lots Nine (9) and Ten (10) in each of Blocks B, C, D, E, F, G, H, I and J, Lots One (1) and Two (2) in Blocks C and D, and the tract marked "Jackson Park" upon the plat of the certain portion of the above described land abutting on Mobile Bay and on each side of the creek called "Yancey Branch", which plat will be hereafter filed in the office of the Probate Judge in and for the county of Baldwin and State of Alabama, by party of the second part, and which excepted lots are shown upon the plat attached to this deed and made a part hereof, it being understood that the plat attached to this deed is referred to merely for purposes of substantially showing the location of the lots and blocks referred to with reference to said plat, but is not drawn to scale and is not intended to show the dimensions of said lots and blocks nor the dimensions of the streets appearing upon said plat nor the exact location of said platted land with reference to the boundary lines of the tracts conveyed by this deed, but that the exact dimensions of said lots, blocks and streets and the relative location of same with reference to the boundary lines of the tracts conveyed by this deed, will be shown upon the plat to be filed by party of the second part as above stated and such plat, when filed, shall be conclusive as to such matters.

In the event that default is made in the payment of any part of the above described indebtedness when the same shall become due and payable, the parties of the first part shall have the right to sell any or all of said property at public outcry in front of the courthouse of Baldwin County, Alabama, for cash, to the highest bidder, after first giving three (3) weeks' notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks in a newspaper published in Baldwin County, Alabama, to make proper conveyance to the purchaser in the name of party of the second part and the proceeds of said sale to be applied, first, to the payment of the costs of said sale, including a reasonable attorney fee; second, to the payment of the amount of the debt secured by said lien and at the option of parties of the first part to the payment of any and all unpaid taxes upon said property or any part thereof and to the repayment of any taxes or special assessments paid by parties of the first part upon said premises or any part thereof after the date of this agreement; ~~third~~, the balance, if any, to be paid over to the said party of the second part.

It is further understood and agreed that in case party of the second part shall fail to pay any taxes or special assessments against the real estate herein conveyed or any part thereof, when and as same become due, and before same become delinquent, parties of the first

part shall have the right to pay such taxes or special assessments at their option and to recover same, with interest at seven (7%) per cent per annum, payable annually, from the proceeds of any sale under vendor's lien and that the vendor's lien of parties of the first part herein reserved, shall extend to and include any all sums paid by parties of the first part for taxes or special assessments upon said real estate or any part thereof, on account of the failure of party of the second party to pay such taxes or special assessments when due.

It is further understood and agreed that in case party of the second part fails to pay any taxes or special assessments upon the above described real estate or any part thereof, but allows same to become delinquent, parties of the first part shall, at their electio, have the right and option to declare the entire amount of unpaid principal and interest of the above described notes for Fifteen Thousand (\$15,000.00) dollars, to be due and payable at once and to proceed to the collection thereof by sale under vendor's line as herein provided, and it is further understood that the provisions for foreclosure of vendor's lien above set out shall not bar parties of the first part from proceeding to foreclose same by action in equity or other appropriate legal proceeding.

IN TESTIMONY WHEREOF, the parties of the first part hereunto set their hands and seals this 12th day of January, A. D. 1924.

J. E. Drysdale (Seal)

Ada M. Drysdale (Seal)

S. M. Brown (Seal)

Hellie G. Brown (Seal)

STATE OF IOWA {
 }ss
COUNTY OF SCOTT)

I, A. G. Bush, a Notary Public in and for said county and state, hereby certify that J. E. Drysdale and S. M. Brown, whose names are signed to the foregoing conveyance and who are personally known to me to be the identical persons whose signatures are affixed to said conveyance, acknowledged before me on this day, that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date and acknowledged the execution of said instrument to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal
notarial this 12th day of January, A. D. 1924.

(SEAL)

A. G. Bush
Notary Public.

STATE OF IOWA)
 (ss
COUNTY OF SCOTT)

I, A. G. Bush, a Notary Public in and for said county and state,
do hereby certify that on the 12th day of January, A.D. 1924, came
before me the within named Ada M. Drysdale and Nellie G. Brown, made
known to me to be respectively the wives of the within names J. E.
Drysdale and S. M. Brown respectively and who, being examined sepa-
rate and apart from their husbands, attached their respective signa-
tures to the foregoing deed and acknowledged that they respectively
signed same of their own free will and accord and without fear, con-
straint or threats on the part of the husbands, and being to me per-
sonally known to be the identical persons whose names are attached
to the foregoing instrument, acknowledged the execution thereof to be
their voluntary act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal notarial
this 12th day of January, A. D. 1924.

A. G. Bush.
Notary Public.

JACKSON OAKS CORPORATION, a
corporation chartered under
the laws of the State of Ala-
bama, and PAUL SCHMOHL,

Complainants,

vs.

WAGAR LAND COMPANY, a corpora-
tion chartered under the laws
of the State of Michigan, and
W. P. LEWIS,

Respondents.

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

TO THE HONORABLE JOHN D. LEIGH, JUDGE OF SAID COURT:

The bill of complaint of Jackson Oaks
Corporation and Paul Schmohl respectfully shows unto your
Honor:

FIRST

That complainant Jackson Oaks Corpora-
tion is a corporation organized under the laws of the State
of Alabama, and that the said Paul Schmohl is upwards of
twenty-one years of age and resides in the County of Mobile;
said Wagar Land Company has a place of business at Wagar,
Washington County, Alabama, and that F. L. Wagar is its
President and resides at that place.

SECOND

That on the 26th day of May, 1925, your
complainants entered into a contract with respondent, Wagar
Land Company, for the sale by complainant, Jackson Oaks Cor-
poration to respondent, Wagar Land Company, of certain lands
situate in Baldwin County, Alabama, and designated by the
terms of said contract by reference to an unrecorded deed
made by J. E. Drysdale and wife and S. M. Brown and wife,
said contract of sale being upon the terms and conditions
specifically set forth in said contract. A true copy of
said contract is attached hereto, marked exhibit "A" and
made a part of this bill of complaint.

And for the purpose of identifying the lands so agreed to be sold by Jackson Oaks Corporation to respondent Wagar Land Company, a copy of said deed from J. E. Drysdale and wife and S. M. Brown and wife was attached to said contract agreeing to sell said property and made a part thereof; and a true copy of said deed so referred to is attached hereto and marked Exhibit "B", and made a part of this bill of complaint.

THIRD

Complainants and informed and believes and upon such information and belief shows to the court that said W. P. Lewis, respondent aforesaid claims to have acquired some right or interest from said respondent Wagar Land Company in, under or by virtue of the terms of said contract to sell; but these complainants do not know to what extent said respondent Lewis has acquired any rights or interests based upon said contract from said respondent Wagar Land Company.

FOURTH

Complainants further show unto your Honor that they complied with all the terms of said contract and delivered to respondent Wagar Land Company, an abstract of title to said property brought down to date, or had the same done and the same was examined by said respondent, Wagar Land Company.

FIFTH

Complainants further show unto your Honor that said contract contains the following clause, viz:

"The said party of the second part is to have thirty days (30) from the time of delivery of the

completed abstract for the examination of said title, at the expiration of which, if the opinion of said attorney is unfavorable to said title, it shall have the right to cancel this contract, and receive the money left in escrow, but if at said time it appears to said attorney that any defects in the title can be seasonably remedied, he shall have the option of requiring the party of the first part to so remedy such title, and complete the transaction".

And complainants respectfully show unto your Honor that they have fully complied with the terms of said contract but that said respondents and each of them have wholly failed to carry out the terms of said contract on their part, in this, that they, and each of them wholly failed, after the expiration of thirty days from the time of the delivery of a completed abstract of title to said property to seasonably designate such defects in said title as could seasonably be remedied by complainant and have failed to carry out and complete said transaction according to the true intent and meaning of said contract have failed to pay to complainant, Jackson Oaks Corporation, said sum of Eighteen Thousand Dollars (\$18,000.00) or any part thereof.

And your complainants respectfully show unto your Honor that by virtue of the said breaches of said contract on the part of said Wagar Land Company, and on the part of said W. P. Lewis same has become null and void and of no effect whatever.

The complainants further show unto your Honor that Wagar Land Company has placed said contract of record in the Office of the Probate Judge of Baldwin County Alabama, and the same is recorded in Deed Book 36, N.S. page 250.

And complainants show unto your Honor that although the said Wagar Land Company, its assignees and transferees, have in equity no rights or interests by virtue of said contract and have wholly forfeited the same as above set forth, yet the existence of the contract serves

as the effect of a cloud upon the title of complainant, Jackson Oaks Corporation, and interferes with its sale or other disposition of said real property.

The premises considered the complainants respectfully pray that appropriate writs be issued out of this court and served upon the said respondents, commanding them, and each of them, within the time fixed by law and the rules of this Honorable court, to appear in this cause and demur to, plead or make answer to this bill of complaint and your complainants further pray that upon the hearing of this cause your Honor will be pleased to adjudge and decree that said respondent, Wagar Land Company and said W. P. Lewis has and have no rights, equities or interest under and by virtue of said contract and that this Honorable Court will adjudge and decree the same to be null and void and of no effect whatever.

Complainants further pray for such other, further or different relief as to your Honor may seem meet under the circumstances of the case, and as in duty bound, etc.

Charles M. Mahoney & Son
Solicitors for Complainants.
John E. Kane

FOOT NOTE: Each of the complainants are required to answer each paragraph of the foregoing bill of complaint, numbered One to Five, but answer under oath is expressly waived.

Charles M. Mahoney & Son
Solicitors for Complainants.
John E. Kane

STATE OF ALABAMA)
 {
COUNTY OF MOBILE) Before me,

a Notary Public, in and for said County
and State, personally appeared Paul Schmohl, who being by
me first duly sworn on oath says that the allegations of
fact contained in the foregoing bill of complaint are true,
except where stated upon information and belief, and where
so stated upon information and belief he believes the same
to be true.

Subscribed and sworn to before me
this day of 1925.

Notary Public, Mobile County, Ala.

EXHIBIT "A"

THIS INSTRUMENT, executed on this the 26th day of May, 1925, between Jackson Oaks Corporation, a corporation chartered under the laws of the State of Alabama, and Paul Schmohl, Mobile, Alabama, parties of the first part, and the Wager Land Company, a corporation chartered under the laws of the State of Michigan, party of the second part, WITNESSETH:

That the said Jackson Oaks Corporation, does hereby agree to sell to the party of the second part, and execute to said party of the second part, good and sufficient warranty deed thereto, the property described in an unrecorded deed, made by J. E. Drysdale and wife, and S. M. Brown and wife, of Davenport, Iowa, a copy of which is hereto attached and made a part hereof. The said Jackson Oaks Corporation and also agrees to furnish abstract of title to said property brought down to date, and correct any defects appearing in said title, and either place of record the unrecorded deed hereinbefore referred to, or, if preferred, destroy same, having the said Drysdale and Brown execute warranty deed to the said party of the second part, and said corporation execute a quitclaim deed.

The purchase price of said property is eighteen thousand (\$18,000.00) dollars, cash on delivery of the deed, and a payment of one hundred sixty eight & 88/100 (\$168.88) dollars has been made on same, to be held in escrow by J. H. Webb, attorney at law, Mobile, Alabama, pending the delivery of the deed, or deeds, herein provided for, or in case he should not approve of the title, and this transaction not carried to completion, said amount to be returned by him to the said party of the second part. The said Schmohl has a contract with Elliott G. Rickarby and George H. Dunlap, also attached hereto, and agrees that should the trade for the

Jackson Oaks go through, he will use his best endeavors to procure a conveyance to the property therein described, to the party of the second part, upon the terms therein provided, that is to say, for the amount that he has paid under said contract, and such additional amount as may be necessary to be paid to Rickarby and Dunlap, and procure a deed, not in excess of the balance that would be due under said contract, with interest thereon.

The said party of the second part is to have thirty (30) days from the time of delivery of the complete abstract for the examination of said title, at the expiration of which, if the opinion of said attorney is unfavorable to said title, it shall have the right to cancel this contract, and receive the money left in escrow, but if at said time it appears to said attorney that any defects in the title can be seasonably remedied, he shall have the option of requiring the party of the first part to so remedy such title, and complete the transaction.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals in duplicate on this the day and year first above written.

The copy of the deed and contract herein referred to are attached to the duplicate copy of this instrument, left with J. H. Webb, as attorney for the party of the second part.

JACKSON OAKS CORPORATION

BY: PAUL SCHMOEL SEAL
President

WAGAR LAND COMPANY

BY: F. L. WAGER SEAL)
President

STATE OF ALABAMA)
 (SS
COUNTY OF BALDWIN)

THIS INDENTURE, made and entered into this 12th day of January, A.D. 1924, by and between J. E. Drysdale and Ada M. Drysdale, his wife, and S. M. Brown and Nellie C. Brown, his wife, all of Davenport, Iowa, parties of the first part, and Jackson Oaks Corporation, a corporation organized under the laws of the State of Alabama, party of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Twenty-Thousand (\$20,000.00) dollars, Five Thousand (\$5,000.00) dollars of which has been paid in cash, the receipt whereof is hereby acknowledged, and the remainder amounting to Fifteen Thousand (\$15,000.00) dollars, is to be paid as evidenced by that certain series of fifteen (15) notes of even date herewith, each of said notes being for the sum of One Thousand (\$1,000.00) dollars, with interest at seven (7%) per cent per annum from date, payable annually, the said notes being signed by the party of the second part and payable to parties of the first part at the office of J. E. Drysdale & Company at Davenport, Iowa, on or before five (5) years from the date hereof, provided, however, that default in the payment of any installment of interest, when and as same becomes due upon any of said notes, shall cause the entire amount of principal and interest upon each and all of said notes to become due and payable at once at the option of the payee or holder thereof without notice, the parties of the first part have granted, bargained, sold and conveyed and do by these presents grant, bargain, sell and convey unto the said party of the second part, subject, however, to the vendor's lien hereinafter set forth, the following described land situated in Baldwin County, Alabama, to-wit:

Start at the Southeast corner of Section Seven, Township Five South, Range Two East, and run West 40-56/100 chains to a point; thence run North 17-3/100 chains to a point which is the beginning point of the lands hereby conveyed; from said point of beginning run North 6-18/100 chains to the South line of Division Three, section Eight, thence East on said South line 35 chains more or less, to Yancey Branch; thence up said Branch 3-50/100 chains, more or less, to the South line of Section Thirty-eight in said Township; thence East on South line of Section Thirty-eight, 15 chains, more or less, to the East line of Section Seven, in said Township; thence North 3-17/100 chains to a stake; thence West to the center of Yancey Branch;

thence Northwesterly up said Branch to the fork thereof; thence Northeasterly up said fork to the South line of Lot No. Four of the Dolive Division (which South line is about 30 chains North of Section Thirty-eight); thence East along the south line of lot No. Four to Section Nine of said Township; thence North 12-68/100 chains to the Northeast corner of said Lot No. Four; thence West 160 chains, more or less, to Mobile Bay; thence Southerly along said Bay to middle of the West line of Section Thirty-nine; thence East 8-70/100 chains to a stake, thence South 3-9/100 chains to a stake; thence East 9-51/100 chains to the place of beginning, containing 375 acres, more or less, in Section Seven (Spanish Grant), Sections Seven and Eight, regular survey, and Sections Nineteen, Thirty-seven, Thirty-eight and Thirty-nine (Spanish Grant), in Township Five South, Range Two East, Baldwin County, Alabama; excepting however from the said tract of land the following portions:

(1) The Dolive Grave Yard which is called one acre, but which is about one-twentieth of an acre.

(2) That part of said tract of land described as follows:

Start at the Southeast corner of Section Seven (7), Township Five (5) South, Range Two (2) East, and run West 40.66 chains to a point, thence North 17.03 chains to a point; thence North 6.18 chains to a point of beginning; thence Easterly along the South line of Division Three (3), Section Eight (8), to the West side of the Public Road as originally laid off running from Daphne to Spanish Fort; thence Northerly along the west side of said road, 150 feet; thence due west to Mobile Bay; thence Southerly along said Bay to the middle of West line of Section Thirty-nine (39); thence Easterly 8.70 chains to a point; thence South 3.09 chains to a point; thence East 9.51 chains to a point; thence Northerly to the point of beginning.

Together with all and singular the rights, tenements, privileges and appurtenances unto said land, belonging or in anywise appertaining.

To have and to hold said lands unto the party of the second part, its successors or assigns, in fee simple.

And said parties of the first part, for themselves, their heirs, executors and administrators, hereby covenant with said party of the second part that they are seized of the title conveyed to them, in the above lands, by Warren W. Worcester by Warranty Deed dated May, 14, 1921, and recorded on the 7th day of June 1921, in Book No. 31 W.S., Page 631-32 in the office of the Judge of the Probate Court of Baldwin County, Alabama, and the covenant and warrant that said lands are free and clear from any and all encumbrances due to any act upon their part and that they will forever warrant and defend the title to and possession of said property unto party of the second part, its successors and assigns against the lawful claims of all persons claimed by, through or under parties of the first part or either of them.

In order to secure the payment of the notes for the aforesaid balance of purchase money amounting to Fifteen Thousand (\$15,000.00)

Dollars, with interest, etc., the parties of the first part hereby reserve and retain a vendor's lien upon all of the property herein conveyed, excepting only the following, to-wit:

Lots Nine (9) and Ten (10) in each of Blocks B, C, D, E, F, G, H, I and J, Lots One (1) and Two (2) in Blocks C and D, and the tract marked "Jackson Park" upon the plat of the certain portion of the above described land abutting on Mobile Bay and on each side of the creek called "Yancey Branch", which plat will be hereafter filed in the office of the Probate Judge in and for the county of Baldwin and State of Alabama, by party of the second part, and which excepted lots are shown upon the plat attached to this deed and made a part hereof, it being understood that the plat attached to this deed is referred to merely for purposes of substantially showing the location of the lots and blocks referred to with reference to said plat, but is not drawn to scale and is not intended to show the dimensions of said lots and blocks nor the dimensions of the streets appearing upon said plat nor the exact location of said platted land with reference to the boundary lines of the tracts conveyed by this deed, but that the exact dimensions of said lots, blocks and streets and the relative location of same with reference to the boundary lines of the tracts conveyed by this deed, will be shown upon the plat to be filed by party of the second part as above stated and such plat, when filed, shall be conclusive as to such matters.

In the event that default is made in the payment of any part of the above described indebtedness when the same shall become due and payable, the parties of the first part shall have the right to sell any or all of said property at public outcry in front of the courthouse of Baldwin County, Alabama, for cash, to the highest bidder, after first giving three (3) weeks' notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks in a newspaper published in Baldwin County, Alabama, to make proper conveyance to the purchaser in the name of party of the second part and the proceeds of said sale to be applied, first, to the payment of the costs of said sale, including a reasonable attorney fee; second, to the payment of the amount of the debt secured by said lien and at the option of parties of the first part to the payment of any and all unpaid taxes upon said property or any part thereof and to the repayment of any taxes or special assessments paid by parties of the first part upon said premises or any part thereof after the date of this agreement; third, the balance, if any, to be paid over to the said party of the second part.

It is further understood and agreed that in case party of the second part shall fail to pay any taxes or special assessments against the real estate herein conveyed or any part thereof, when and as same become due, and before same become delinquent, parties of the first

part shall have the right to pay such taxes or special assessments at their option and to recover same, with interest at seven (7%) per cent per annum, payable annually, from the proceeds of any sale under vendor's lien and that the vendor's lien of parties of the first part herein reserved, shall extend to and include any all sums paid by parties of the first part for taxes or special assessments upon said real estate or any part thereof, on account of the failure of party of the second part to pay such taxes or special assessments when due.

It is further understood and agreed that in case party of the second part fails to pay any taxes or special assessments upon the above described real estate or any part thereof, but allows same to become delinquent, parties of the first part shall, at their electic, have the right and option to declare the entire amount of unpaid principal and interest of the above described notes for Fifteen Thousand (\$15,000.00) dollars, to be due and payable at once and to proceed to the collection thereof by sale under vendor's line as herein provided, and it is further understood that the provisions for foreclosure of vendor's lien above set out shall not bar parties of the first part from proceeding to foreclose same by action in equity or other appropriate legal proceeding.

IN TESTIMONY WHEREOF, the parties of the first part hereunto set their hands and seals this 12th day of January, A. D. 1924.

J. E. Drysdale (Seal)

Ada M. Drysdale (Seal)

S. M. Brown (Seal)

Hellie G. Brown (Seal)

STATE OF IOWA ()
COUNTY OF SCOTT) ss

I, A. G. Bush, a Notary Public in and for said county and state, hereby certify that J. E. Drysdale and S. M. Brown, whose names are signed to the foregoing conveyance and who are personally known to me to be the identical persons whose signatures are affixed to said conveyance, acknowledged before me on this day, that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date and acknowledged the execution of said instrument to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal
notarial this 12th day of January, A. D. 1924.

(SEAL)

A. G. Bush
Notary Public.

STATE OF IOWA }
 {ss
COUNTY OF SCOTT)

I, A. G. Bush, a Notary Public in and for said county and state,
do hereby certify that on the 12th day of January, A.D. 1924, came
before me the withinnamed Ada M. Drysdale and Nellie G. Brown, made
known to me to be respectively the wives of the within names J. E.
Drysdale and S. M. Brown respectively and who, being examined sepa-
rate and apart from their husbands, attached their respective signa-
tures to the foregoing deed and acknowledged that they respectively
signed same of their own free will and accord and without fear, con-
straint or threats on the part of the husbands, and being to me per-
sonally known to be the identical persons whose names are attached
to the foregoing instrument, acknowledged the execution thereof to be
their voluntary act and deed.

IN WITNESS WHEREOF, I have hereto set my hand and seal notarial
this 12th day of January, A. D. 1924.

A. G. Bush.
Notary Public.