

EX PARTE OF

H. M. PARSONS, by  
ANNIS MOORER, Guardian

IN EQUITY

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

3955

Comes your Petitioner H. M. Parsons by his guardian Annis Moorer, and shows unto your Honor as follows:

1. That your petitioner H. M. Parsons was on the 6th day of April, 1955, declared to be a person of unsound mind by the Probate Court of Baldwin County, Alabama and the said Annis Moorer is his duly and legally appointed acting and qualified guardian having been appointed such by the Probate Court of Baldwin County, Alabama and that your Petitioner H. M. Parsons and the said Annis Moorer are both over the age of 21 and reside in Baldwin County.

2. That your Petitioner in the course of his business entered into written contracts to sell to certain individuals certain real property, copies of which are attached hereto and made a part hereof.

3. That the said contracts were entered into with the parties named on the dates named as follows:

A. A contract between H. M. Parsons and C. S. Godwin on the 5th day of June, 1952, which contract was completed prior to the time said guardianship was instituted and the warranty deed provided for therein had not been executed to the said C. S. Godwin, as provided by said contract.

B. A contract between H. M. Parsons, Elizabeth Parsons and Jim W. Hadley and Levoncia Hadley on the 16th day of December, 1952, prior to the time of said guardianship; which contract requires the execution and deliver by the sellers to the buyers of a good and sufficient warranty deed and an abstract, the demand that the requirements of said contract be met having been made by Jim W. Hadley and wife Levoncia Hadley with the offer and tender of the balance due on said property in the amount of One Thousand Eight Hundred Twenty-five & no/100 <sup>1725.00</sup> (~~\$1825.00~~) Dollars, and taxes due October 1, 1956.

C. A contract between H. M. Parsons and Harrison McCall on the 5th day of March, 1954 and the said Harrison McCall having tendered the balance due on said contract in the amount of Eighty-five & 50/100 (\$85.50) Dollars and having made demand for a warranty deed in accordance with said contract.

D. A contract between H. M. Parsons and Willie Gulley on the 2nd day of June, 1953, and the said Willie Gulley having tendered the balance due on said contract in the amount of Three Hundred Nineteen & 19/100 (\$319.19) Dollars and having made demand for a warranty deed in accordance with said contract.

That agreements to sell said property were executed, duly and properly by the said H. M. Parsons during his competency and that the sole basis of this petition is for the purpose of obtaining authority of the said guardian to join with the said Mrs. Elizabeth Parsons wife of the said ward in executing the warranty deeds provided for in the contracts attached hereto and made a part hereof.

The premises considered, your petitioner prays that a day be set for the hearing of this petition; that a guardian ad litem be appointed to represent the said ward upon said hearing; that notice thereof be given the said H. M. Parsons, as provided by law by serving a copy of this petition upon the said H. M. Parsons; and that Mrs. C. H. Williams, 304 Marine St., Mobile, Alabama; Mrs. A. F. Friedhoff, 2901 Springhill Avenue, Crichton Station, Mobile, Alabama; Mrs. Prince Griffin, Fairhope, Alabama; be made parties to this petition and that notice as required by law be given to each of them; that all other orders that may be necessary and proper in the premises be made; and that upon the hearing of this petition this Court will authorize and direct Annis Moorner as the guardian of said ward to accept the payments hereinabove described and will further authorize, empower and direct Annis Moorner to join in execution of and delivery to the said purchasers named of the warranty deeds referred to herein, upon the said purchasers complying with contracts; that the funds derived from the sale of said real estate be paid over to your petitioner as guardian aforesaid, and that this Court will grant such other, further and additional relief as may be just and proper in the premises.

H. M. PARSONS,  
By his Guardian, ANNIS MOORNER

*Annis Moorner*  
As Guardian of the Estate of H. M. Parsons.

ESTATE OF H. M. PARSONS,  
a Non Compos Mentis.

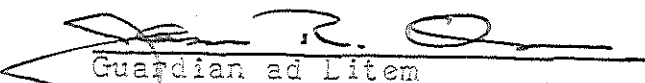
IN THE  
CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA. IN EQUITY

No. 3955.

ANSWER OF GUARDIAN AD LITEM:

Now comes James R. Owen, Guardian ad Litem heretofore appointed to represent the interest of the said H. M. Parsons in this cause, and for answer to the petition heretofore filed says:

1. He denies each and every allegation of the petition and demands strict proof thereof.

  
Guardian ad Litem

H. M. PARSONS, A PERSON  
OF UNSOUND MIND,

ESTATE OF

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

D E C R E E:

This cause coming on to be heard is submitted on behalf of H. M. Parsons, a person of unsound mind, by Annis Moorner, his due and legal guardian, upon the petition for confirmation of several contracts of sale of real property, with the original contracts attached, answer of James R. Owen, Guardian Ad Litem, waiver of Mrs. A. F. Friedhoff, Margaret F. Griffin, and Mrs. C. H. Williams, order of Court setting the matter for hearing on January 30, 1957, at 2:00 o'clock P. M., and the testimony of Annis Moorner, Jim W. Hadley, and Willie Gulley, taken ore tenus, and the Court, after considering all of the pleadings and the testimony finds:

That the said H. M. Parsons, on June 2, 1953, entered into a contract with Willie Gulley and Corrine Gulley to convey the lands hereinafter described; and on December 16, 1952, he entered into a contract with Jim W. Hadley and Lavonie Hadley, his wife, to convey the lands hereinafter described, and on March 5, 1954, he entered into a contract with Harrison McCall to convey the lands hereinafter described, and on June 5th., 1952, he entered into a contract with C. F. Godwin to convey the lands hereinafter described; all contracts being conditioned upon compliance with the terms and conditions contained in said contracts, and the payment of the purchase price; that subsequent to the execution of said contracts the said H. M. Parsons has become a person of unsound mind, and incapable of attending to his own business;

That the Court, after considering all of the pleadings and proof is of the opinion and to the conclusion that the prayer of the petition should be granted;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that the said Annis Moorer, as Guardian of H. M. Parsons, be and she hereby is ordered, empowered and directed:

1. To execute proper deed to Willie Gulley and Corrine Gulley, upon payment of the balance due of <sup>319.19</sup> EIGHTY-FIVE AND 50/100 (\$85.50) DOLLARS, conveying the following described lands, situated in Baldwin County, Alabama, to-wit:

All of that certain lot, parcel and piece of land situate, lying and being in the Northwest Quarter of Northwest Quarter, of Section 20, Township 2 South, Range 3 East, Baldwin County Alabama, and described as follows: Commence at the Northwest corner of Section 20, Township 2 South, Range 3 East and run South along the West line of said Section a distance of 266 feet to point of beginning; run thence East parallel to the North line of said Section a distance of 655 feet; run thence South Parallel to the West line of said Section a distance of 133 feet; run thence West parallel to the North line of said section a distance of 655 feet to a point on the west line of said section; run thence north along said West line of said Section a distance of 133 feet to the place and point of beginning; said tract of land above described and hereby having an area of approximately 2 acres to be the same, more or less.

2. To execute proper deed to Jim W. Hadley and Levonie Hadley, upon payment of the balance due of ONE THOUSAND FIVE HUNDRED FORTY NINE AND 95/100 (<sup>1549.95</sup> \$1,549.95) DOLLARS conveying the following described lands, situated in Baldwin County, Alabama, to-wit:

Lots Six (6), Seven (7) and Eight (8), in Block Three (3), in Northcutt's sub-division to Bay Minette, Alabama, as per plat thereof on file in the Probate Records of Baldwin County, in Map Book 1, page 80.

3. That Annis Moorer, as Guardian of H. M. Parsons, execute and deliver proper deed to Harrison McCall, the full <sup>85.50</sup> purchase price having been paid, conveying the following described lands, situated in Baldwin County, Alabama, to-wit:

All that certain lot of land lying in the North Half of Section 21, Township Two South, Range 3 East, bounded and described as follows: Beginning at a point on the continuation of the North line of Carroll Street forty feet east from the southeast corner of Lot eight in Block one as shown on plat of Douglasville on file in the office of the Judge of Probate of Baldwin County, Alabama, thence due East 225 feet for a point of beginning of the land hereby conveyed; thence from this point of beginning due north 158.4 feet, thence west 50 feet, thence south 158.4 feet, thence east 50 feet to the place of beginning.

4. To Execute proper deed to C. S. Godwin, upon payment <sup>paid out</sup> of the balance due of THREE HUNDRED NINETEEN AND 19/100 (\$319.19)

DOLLARS, conveying the following described lands, situated in Baldwin County, Alabama, to-wit:

Beginning at a point on the North line of the Graded Road, running from the Pine Grove Road to the S. W. Godwin place, which said point is 330 feet west from the East line of SW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 27, Township 2 South, Range 3 East, and run thence North along Bush's West Line 300 feet more or less to the North line of said SW $\frac{1}{4}$  of SE $\frac{1}{4}$  and run thence Westerly along said North line 400 feet more or less to the point where said graded road intersects this North line and run thence southerly and easterly along said graded road to place of beginning, meaning and intending to convey all that part of the property conveyed to me by deed from Morrie Bankester and wife, Recorded in Deed Book 166, page 484-5, which lies North of the said Graded road, running from the Pine Grove road into the S.W. Godwin place.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the said Annis Moorner, as Guardian of H. M. Parsons, report her actions in the premises within 30 days from the date hereof for such other orders and decrees as may be necessary.

IT IS FURTHER ORDERED that the said Annis Moorner, as Guardian, pay the cost herein accrued, for which execution may issue.

This 4th day of February, 1957.

*Hubert M. Hall*  
\_\_\_\_\_  
Judge

IN THE MATTER OF THE  
ESTATE OF  
H. M. PARSONS, a Non  
Compos Mentis

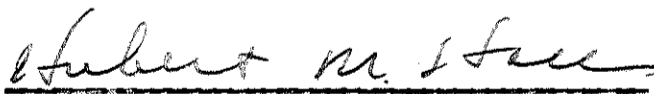
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY.

This cause coming on to be heard on this date is submitted on the sworn petition of Annis Moorcer, as guardian of H. M. Parsons, from which petition it appears that the said Petitioner, Annis Moorcer, has been appointed, qualified and is now acting as guardian of H. M. Parsons, a Non Compos Mentis, which guardianship is now pending in the Probate Court of Baldwin County, Alabama, and that, in the opinion of the Petitioner, the said guardianship can be better administered in the Circuit Court of Baldwin County, Alabama, than in the said Probate Court; upon consideration of all of which, it is, therefore, ORDERED, ADJUDGED AND DECREED by the court as follows:

1. The said guardianship shall be and it is hereby removed from the Probate Court of Baldwin County, Alabama, to the Circuit Court of Baldwin County, Alabama, in Equity.

2. The Register of this court shall forthwith deliver a certified copy of this decree to the Judge of Probate of Baldwin County, Alabama, who shall deliver the original file of all proceedings had in the Probate Court, together with all papers and documents relating to the said guardianship, to the Circuit Court of Baldwin County, Alabama, in Equity.

ORDERED, ADJUDGED AND DECREED on this the 22 day of January, 1957.

  
JUDGE.

IN THE MATTER OF  
H. M. PARSONS, Non  
Compos Mentis

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

Upon consideration of the verified petition filed herein, the Court is of the opinion that a day should be set to hear and determine same, and that a guardian ad litem should be appointed to represent, H. M. Parsons, a non compos mentis, upon such hearing. It is therefore ordered, adjudged, and decreed by the Court as follows:

FIRST: That a hearing on said petition be had orally in this Court at 2 o'clock P. M., on the 30 day of Jan, 1957.

SECOND: That J. R. Owen, Esq., be appointed to represent H. M. Parsons at such hearing.

THIRD: That the Register give notice to the guardian ad litem of the said appointment and of the day set to hear and determine said petition.

ORDERED AND DECREED this the 28 day of January, 1957.

Hubert M. Hall  
Circuit Judge, in Equity Sitting.



CONTRACT TO PURCHASE

STATE OF ALABAMA    {

BALDWIN COUNTY     {

This purchase contract made and entered into this the 16<sup>th</sup> day of December, 1952, by and between H. M. Parsons and Elizabeth Parsons, his wife, as owners, and Jim W. Hadley and Levonie Hadley, his wife, as purchasers, WITNESSETH:

That for and in consideration of the sum of TWENTY-FIVE (\$25.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, the said owners do hereby agree and bind themselves to sell, and the said purchasers do hereby agree and bind themselves to purchase the lands hereinafter described, upon the following terms and conditions, viz:

The total purchase price is THREE THOUSAND (\$3,000.00) DOLLARS; the said sum of TWENTY-FIVE (\$25.00) DOLLARS has this day been paid and credited upon the purchase price, leaving a balance of TWO THOUSAND NINE HUNDRED AND SEVENTY-FIVE (\$2,975.00) DOLLARS to be paid; payments on said unpaid balance are to be made on the basis of TWENTY-FIVE (\$25.00) DOLLARS per month, beginning the 1st day of January, 1953, and continuing in like payments each month until the entire indebtedness has been liquidated. Failure to make any payment for thirty (30) days after the same falls due, shall be sufficient grounds for the cancellation of this contract, and in that event, the said H. M. Parsons and Elizabeth Parsons, his wife, shall be entitled to keep any moneys that have been paid to them, as rental and liquidated damages; and in the event of the cancellation of this contract, the said Jim W. Hadley and wife, Levonie Hadley, shall surrender the improvements in their present state of repair, subject to reasonable wear and tear from proper use thereof, and all further improvements made on this property.

The purchasers further agree to pay the taxes falling due on 1st Dec \_\_\_\_\_, 1953, also any other or further impositions that may be levied against the said property; also purchasers agree to carry Fire Insurance with J. A. Ertzinger & Son, as presently covered and as may be decided mutually hereafter; failing to do so, the said H. M. Parsons and Elizabeth Parsons may pay same, and the money so paid shall be an added amount to the debt and repayment to them shall be made by the said Jim W. Hadley and wife, Levonie Hadley, before the terms of this contract shall be considered as fully met.

The said Jim W. Hadley and wife, Levonie Hadley, shall have possession of the premises so long as the payments specified are kept up.

Upon the payment of the unpaid balance, interest and other costs and impositions and conditions of this contract, the said H. M. Parsons and wife Elizabeth Parsons, agree to make, execute and deliver a good and sufficient Warranty Deed to the premises to the said Jim W. Hadley and wife, Levonie Hadley, and to accompany the same with an abstract of title brought down to the date of this contract.

The property covered by this agreement is described as:

Lots Six (6), Seven (7) and Eight (8) in Block Three (3) in Northcutt's Subdivision to Bay Minette, Alabama, as per plat thereof on file in the Probate Records of Baldwin County in Map Book 1, page 60.

Time is the essence of this contract and same is made and entered into for the purpose of allowing the said Jim W. Hadley and wife, Levonie Hadley to acquire title on the monthly payment basis.

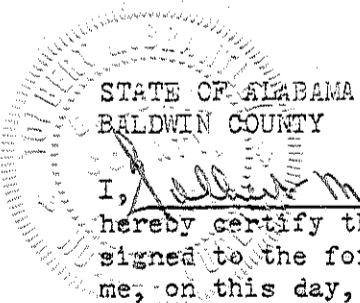
WITNESS the hands of both parties hereto, in duplicate, this the day and year first above written.

H. M. Parsons (SEAL)  
H. M. Parsons

Mrs. Elizabeth Parsons (SEAL)  
Elizabeth Parsons, Owners.

Jim W. Hadley (SEAL)  
Jim W. Hadley

Levonie Hadley (SEAL)  
Levonie Hadley, Purchasers



I, Alfred M. Branley, a Notary Public in and for said County and State, hereby certify that H. M. Parsons and wife, Elizabeth Parsons, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me, on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of December, 1952.

Alfred M. Branley  
NOTARY PUBLIC

STATE OF ALABAMA  
BALDWIN COUNTY

I, Albert M. Brantley, a Notary Public in and for said County and State, hereby certify that Jim W. Hadley and wife, Levonie Hadley, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me, on this day, that being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of December, 1952.

Albert M. Brantley  
NOTARY PUBLIC

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That this contract and agreement made and entered into by and between H. M. Parsons, hereinafter called Vendor, and Harrison McCall hereinafter called the Vendee, witnesseth:

1.

The Vendor for and at the price and subject to the terms and conditions hereinafter set out contract and agree to sell, and the Vendee contracts and agrees to purchase the following described land, together with all improvements thereon, situated in Baldwin County, Alabama, to-wit:

All that certain lot of land lying in the North Half of Section 21, Township two South Range 3 East, bounded and described as follows: beginning at a point on the continuation of the north line of Carroll Street forty feet east from the southeast corner of lot eight in Block one as shown on plat of Douglasville on file in the office of the Judge of Probate of Baldwin County, Alabama, thence due east 225 feet for a point of beginning of the land hereby conveyed; thence from this point of beginning due north 158.4 feet, thence west 50 feet, thence South 158.1 feet, thence east 50 feet to the place of beginning.

2.

The price to be paid by the Vendee to the Vendor is Three Hundred Fifty (\$350.00) Dollars, payable as follows: Twenty-five (\$25.00) Dollars cash in hand, receipt whereof is hereby acknowledged, and Twenty-five (\$25.00) Dollars per month, the first such payment to be due and payable one month after Vendee is placed in possession, and a like payment on the same date of each succeeding month until the amount is paid in full; the deferred payments to bear interest at the rate of eight per cent per annum, and such interest on the unpaid balance to be due and payable monthly, being a separate payment from the Twenty-five (\$25.00) Dollars payable each month on the principle.

3.

The Vendee will maintain and preserve all improvements upon said property, and not commit or permit waste.

4.

The Vendee will assess and pay all taxes and legal assessments against said property and not allow the same to delinquent.

5.

The Vendee is to have possession of the said property so long as he shall comply with the terms and conditions herein.

6.

Vendor further agrees that upon the payment in full of the purchase price herein stated and upon compliance with the terms and herein to convey said

239 property to the Vendee being full warranty deed free from encumbrances and liens.

Time is of the essence of this contract and if the Vendee should fail or refuse to make the payments or to comply with the terms and conditions herein, and allow such default to continue for a period of ninety days, then the Vendor may at his option, and without notice to the Vendee declare this contract forfeited, null and void and any amount paid hereunder shall be retained by the Vendor as rental and liquidated damages.

In the event that the Vendee should make default in the payment of the purchase price as herein, or in the compliance of the terms and conditions as herein set out, and the Vendor forfeit this contract, then the Vendee waives any and all notices required by law to be given them, accepting in lieu thereof the right to, within six months of said forfeiture pay in full the balance due and thereby recover possession and thereupon receive a warranty deed to said property.

This contract shall inure to the benefit of and be binding upon the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, in duplicate, on this the 5 day of March, 1954.

H. M. Parsons (SEAL)  
Harrison McCall (SEAL)

STATE OF ALABAMA

BALDWIN COUNTY

I, C. LeNoir Thompson, a Notary Public in and for said County, in said State, hereby certify that H. M. Parsons, and Harrison McCall, 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 seal on this the 5 day of March, 1954.

C. LeNoir Thompson  
 Notary Public, Baldwin County, Alabama.

\$5.<sup>00</sup>

ESTATE OF H. M. PARSONS,  
A Non Compos Mentis.

)  
)  
)  
)

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

JANUARY 30, 1957

MR. THOMPSON, Representing the Guardian  
Mr. Owen, acting as Guardian ad Litem.

Judge Hubert M. Hall, presiding.

ANNICE MOORER, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Thompson.

Q. You are Annice Moorer?

A. Yes sir.

Q. You are guardian of Mr. H. M. Parsons?

A. Yes sir.

Q. You were appointed guardian on April 6, 1955?

A. Yes sir.

Q. As guardian of Mr. Parsons, Mrs. Moorer, did you take possession of the written contracts which he had entered into to sell certain real property described in said contracts?

A. Yes sir.

Q. Have you been making collections on the contracts that were not paid?

A. Yes sir.

~~Q. Prior to the guardianship, did you have occasion to handle~~

Mr. Parsons' bookkeeping and records?

A. Yes sir.

Q. You are familiar with the accounts?

A. Yes sir.

Q. And more particularly were you familiar with the contract between Mr. H. M. Parsons and C. S. or Carrol Godwin?

A. Yes sir.

Q. Do you know whether that contract was paid out at the time Mr. Parsons became a non compos mentis?

A. Yes sir.

Q. It was paid out?

A. Yes sir.

Q. That contract was entered into on the 5th day of June, 1952?

A. Yes sir.

Q. Now you are familiar with a contract between Mr. H. M. Parsons and wife, Elizabeth Parsons, Jim W. Hadley and LaVonia Hadley for the sale of certain property?

A. Yes sir.

Q. Have you kept the books concerning the payments on that contract between the Parsons and Hadleys?

A. Yes sir.

Q. Can you state to the Court the total amount of the contract and the balance due on the contract as of today?

A. \$3,000.00.

Q. \$3,000.00 was the total contract?

A. Yes sir, and there is \$1725.00 due now.

Q. The \$3,000.00, did that include interest or was the interest to be added?

A. No, we had not done anything about the interest in figuring the \$1725.00.

Q. Did the \$3,000.00 represent the amount of the sale, plus interest or the amount without interest?

A. No, with interest.

Q. The \$3,000.00 represented principal and interest due?

A. Yes sir.

Q. Payable over a 10 year period?

A. Yes sir.

Q. And that contract was entered into on the 16th day of December, 1952? -- The contract between Mr. and Mrs. Parsons and Mr. and Mrs. Hadley? (1549.95)

A. That's right.

Q. Now are you familiar with a contract between Mr. H. M. Parsons and Harris<sup>m</sup> McCall, entered into on the 5th day of March, 1954?

A. Yes sir.

Q. Can you state to the Court the balance due on that contract, or did you make a memorandum from your records.

A. I have one here that coincides with the contract?

Q. How much is due on that contract?



A. \$85.50.

Q. There is \$85.50 due - balance due on that contract?

A. Yes sir.

Q. That is Harrison McCall?

A. Yes sir.

Q. Has Harrison McCall stated that he is ready to pay that off and demanded a deed?

A. Yes sir.

Q. Are you familiar with the contract between Mr. H. M. Parsons and Willie Gulley entered into on June 2, 1953?

A. Yes sir.

Q. Can you state from your records the balance due on that contract?

A. \$319.19.

Q. Willie Gulley has stated that he was prepared to pay that off?

A. Yes sir.

Q. And wanted a warranty deed?

A. Yes sir.

Q. I am going to hand you contract between C. S. Godwin and H. M. Parsons. Will you examine that and state whether or not that is the contract about which you have been testifying?

A. Yes sir, that is it.

Q I will hand you next, the contract between H. M. Parsons and

wife Elizabeth Parsons and Harrison McCall, and ask you if that is the contract about which you have been testifying?

A. Yes sir.

Q. Next, I will hand you contract between H. M. Parsons and Elizabeth Parsons, and Jim W. Hadley and Lavonia Hadley. Is that the contract about which you have been testifying?

A. Yes sir.

Q. I hand you next contract between H. M. Parsons and Willie Gulley and Corrine Gulley. Is that the contract about which you have been testifying?

A. Yes sir.

ON CROSS EXAMINATION, WITNESS TESTIFIED:

Examination by Mr. Owen, Guardian ad Litem.

Q. The entire amount due from C. S. Godwin to H. M. Parsons has been paid?

A. Yes sir.

Q. The balance due, including interest from Jim W. Hadley and Lavonia Hadley is \$1725.00?

A. Yes sir.

Q. I see in here, "And taxes due October 1, 1956". Do you mean by that that Mr. Hadley owes the taxes, or Mr. Parsons?

A. Unless he has already gone to the courthouse and paid it. Mr. Hadley was supposed to pay the taxes.

Q. So that is to be excepted from your warranty deed to Mr. Hadley -

The 1956 taxes?

A. Yes sir.

Q. And the balance due from Harrison McCall to Mr. Parsons is \$85.50?

A. Yes sir.

Q. And the balance due from Willie Gulley is \$319.19?

A. Yes sir.

Q. What about the taxes on those pieces of property-

A. He paid the taxes on Willie Gulley's and Hadley's. They were supposed to pay him back, because it was assessed to him.

Q. Has that been refunded?

A. No sir, that was taken care of in that amount.

Q. In the McCall and Godwin contracts, the taxes were the same?

A. No, I don't know about Mr. Godwin - I think Mr. Godwin took care of that

Q. Who is Mrs. C. H. Williams, Mrs. Friedhart and Mrs. Griffin -- who are they?

A. My sisters.

Q. This \$1725.00 which you allege that Mr. Hadley owes, what does that include?

A. That is taking what he has paid from the \$3,000.00.

Q. How much has he paid?

A. \$1725.00, I believe is right.

Q. If Mr. Hadley will pay to Mr. Parsons, or to you as Guardian of Mr. Parsons, the full amount due, then it will not be \$1725.00 will it?

A. No, not with the interest taken off.

Q. What you would do would be to reduce that amount by the amount of interest which has not become due?

A. Yes sir. 1529.95

MR. JIM W. HADLEY, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Thompson.

Q. Mr. Hadley, you have heard the testimony of Mrs. Moorer, here concerning your contract?

A. Yes sir.

Q. Do you have anything to add to that that is different from what she has said?

A. No sir, the only thing, the way we figured it out on the interest she is to knock off \$200.00, which would not be half, but that would be satisfactory with me and her both.

Q. The contract was for \$3,000.00?

A. Yes sir.

Q. The purchase price was \$2,500.00 and there was \$500.00 added as flat interest?

A. Yes sir.

Q. And you will be prepared to finish paying for the property as soon as she can execute the deed?

A. That's what we are waiting on.

ON CROSS EXAMINATION OF THIS WITNESS, HE TESTIFIED:

Examination by Mr. Owen.

Q. Do you know how much the taxes are for 1956?

A. No, you see I have been giving her the money and she has been paying them.

Q. Have you paid the taxes for 1956?

A. Not this year, no.

ON RE-DIRECT EXAMINATION, WITNESS TESTIFIED:

Examination by Mr. Thompson.

Q. You are prepared to pay her the taxes that became due on October 1, 1956?

A. Yes sir.

Q. As soon as she states the amount?

A. Yes sir.

WILLIE GULLEY, BEING FIRST DULY SWORN, TESTIFIED:

Examination by Mr. Thompson.

Q. Willie, you have heard the testimony concerning your contract. Is that testimony correct as far as you know?

A. Yes sir, as far as I know it is, except I paid the taxes on mine - \$14.95 and I have the papers with me. Here is the receipt.

I hereby certify that the foregoing, consisting of pages 1 to 8, both inclusive, correctly sets forth a true and correct transcript of the testimony taken by me, in open Court, in the above styled cause.

This 30th day of January, 1957.

Louise Rosenbaum  
Court Reporter

3956

IN THE MATTER OF  
H. M. PARSONS, Non Compos Mentis

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

I, Mrs A. F. Friedhoff, hereby accept  
service of the petition filed by Mrs. Annis Moorer as guardian of H. M.  
Parsons request authority to comply with the contract requirements between  
the said H. M. Parsons during his competency and the following named  
individuals separately and severally, and hereby waive all other or further  
notice in said cause.

Mrs A. F. Friedhoff  
(Golda B. Friedhoff)

FILED

JAN 24 1957

ALICE I. BUCK, Register

IN THE MATTER OF  
H. M. PARSONS, Non Compos Mentis

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

I, Mrs C. H. Williams, hereby accept  
service of the petition filed by Mrs. Annis Mocer as guardian of H. M.  
Parsons request authority to comply with the contract requirements between  
the said H. M. Parsons during his competency and the following named  
individuals separately and severally, and hereby waive all other or further  
notice in said cause.

Mrs C. H. Williams  
(Nettie P.)

FILED

JAN 24 1957

ALICE A. BUCK, Register



IN THE MATTER OF  
H. M. PARSONS, *Non Compos Mentis*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

I, Margaret F Griffin, hereby accept  
service of the petition filed by Mrs. Annis Moorer as guardian of H. M.  
Parsons request authority to comply with the contract requirements between  
the said H. M. Parsons during his competency and the following named  
individuals separately and severally, and hereby waive all other or further  
notice in said cause.

Margaret F Griffin  
Mrs. Prince Griffin

FILED  
JAN 24 1957  
ALICE L. BUCK, Register

THIS PURCHASE CONTRACT MADE AND ENTERED INTO THIS 5TH DAY OF JUNE, 1952, BY AND BETWEEN H. M. PARSONS, AS OWNER AND C. S. GODWIN AS PURCHASER, WITNESSETH:

THAT FOR AND IN CONSIDERATION OF THE SUM OF \$1.00 CASH IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SAID OWNER DOES HEREBY AGREE AND BIND HIMSELF TO SELL, AND THE SAID PURCHASER DOES HEREBY AGREE AND BIND HIMSELF TO PURCHASE THE LANDS HEREINAFTER DESCRIBED, UPON THE FOLLOWING TERMS AND CONDITIONS, VIZ:

THE TOTAL PURCHASE PRICE IS \$251.00; THE SAID SUM OF \$1.00 HAS THIS DAY BEEN PAID AND CREDITED UPON THE PURCHASE PRICE, LEAVING A BALANCE OF \$250.00 TO BE PAID; PAYMENTS ON SAID UNPAID BALANCE ARE TO BE MADE ON THE BASIS OF \$10.00 PER MONTH WITH INTEREST AT 8% FROM DATE, BEGINNING JULY 1, 1952, AND CONTINUING IN LIKE PAYMENTS EACH MONTH UNTIL THE ENTIRE INDEBTEDNESS HAS BEEN LIQUIDATED. FAILURE TO MAKE ANY PAYMENT FOR 60 DAYS AFTER THE SAME FALLS DUE, SHALL BE SUFFICIENT GROUNDS FOR THE CANCELLATION OF THIS CONTRACT, AND IN THAT EVENT, THE SAID H. M. PARSONS SHALL BE ENTITLED TO KEEP ANY MONIES THAT HAVE BEEN PAID TO HIM, AS RENTAL AND LIQUIDATED DAMAGES; AND IN THE EVENT OF THE CANCELLATION OF THIS CONTRACT, THE SAID C. S. GODWIN SHALL SURRENDER UP POSSESSION OF THE PREMISES FORTHWITH, AND VACATE THE SAME, LEAVING THE IMPROVEMENTS IN THEIR PRESENT STATE OF REPAIR, SUBJECT TO REASONABLE WEAR AND TEAR FROM PROPER USE THEREOF. IN LIEU OF CANCELLATION OF THIS CONTRACT UPON SUCH DEFAULT THE SAID PARSONS MAY AT HIS OPTION ALLOW PAYMENTS TO REMAIN IN ARREARS AND CHARGE INTEREST AT 8% PER ANNUM ON AMOUNT IN ARREARS.

THE PURCHASER FURTHER AGREES TO PAY THE TAXES FALLING DUE ON OCTOBER 1ST, 1952, ALSO ANY OTHER OR FURTHER IMPOSITIONS THAT MAY BE

LEVIED AGAINST THE SAID PROPERTY, FAILING TO DO SO, THE SAID PARSONS MAY PAY SAME, AND THE MONEY SO PAID SHALL BE AN ADDED AMOUNT TO THE DEBT AND SHALL BEAR INTEREST FROM DATE OF HIS PAYMENT, AT THE RATE OF 8%, TO THE TIME OF REPAYMENT TO HIM BY THE SAID C. S. GODWIN BEFORE THE TERMS OF THIS CONTRACT SHALL BE CONSIDERED AS FULLY MET.

THE SAID C. S. GODWIN SHALL HAVE POSSESSION OF THE PREMISES SO LONG AS THE PAYMENTS SPECIFIED ARE KEPT UP.

IT IS AGREED THAT NO ABSTRACT OF TITLE OR TITLE GUARANTY POLICY IS TO BE FURNISHED.

THE PROPERTY COVERED BY THIS AGREEMENT IS DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE GRADED ROAD RUNNING FROM THE PINE GROVE ROAD TO THE S. W. GODWIN PLACE, WHICH SAID POINT IS 330 FEET WEST FROM THE EAST LINE OF SW $\frac{1}{4}$  OF SE $\frac{1}{4}$  OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 3 EAST, AND RUN THENCE NORTH ALONG BUSH'S WEST LINE 300 FEET MORE OR LESS TO THE NORTH LINE OF SAID SW $\frac{1}{4}$  OF SE $\frac{1}{4}$  AND RUN THENCE WESTERLY ALONG SAID NORTH LINE 400 FEET MORE OR LESS TO THE POINT WHERE SAID GRADED ROAD INTERSECTS THIS NORTH LINE, AND RUN THENCE SOUTHERLY AND EASTERLY ALONG SAID GRADED ROAD TO PLACE OF BEGINNING, MEANING AND INTENDING TO CONVEY ALL THAT PART OF THE PROPERTY CONVEYED TO ME BY DEED FROM MORRIE BANKESTER AND WIFE, RECORDED IN DEED BOOK 166, PAGE 484-5, WHICH LIES NORTH OF THE SAID GRADED ROAD, RUNNING FROM THE PINE GROVE ROAD INTO THE S. W. GODWIN PLACE.

TIME IS THE ESSENCE OF THIS CONTRACT AND SAME IS MADE AND ENTERED INTO FOR THE PURPOSE OF ALLOWING THE SAID GODWIN TO ACQUIRE TITLE ON THE MONTHLY PAYMENT BASIS.

WITNESS THE HANDS OF BOTH PARTIES HERETO, IN DUPLICATE, THIS THE DAY AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

Kelley Lindsey  
Christy [unclear]

[Signature]  
C. S. Godwin

*H M Parsons File*

STATE OF ALABAMA  
BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That this contract and agreement made and entered into by and between H. M. Parsons, hereinafter called VENDOR, and Willie Gulley and Corine Gulley, hereinafter called VENDEES, witnesseth:

1.

The Vendor for and at the price and subject to the terms and conditions hereinafter set out contract and agree to sell, and the Vendees contract and agree to purchase the following described land, together with all improvements thereon, situated in Baldwin County, Alabama, to-wit:

All of that certain lot, parcel and piece of land situate, lying and being in the Northwest quarter of the Northwest quarter of Section 20, Township 2 South, Range 3 East, Baldwin County Alabama, and described as follows: Commence at the Northwest corner of Section 20, Township 2 South, Range 3 East and run South along the West line of said Section a distance of 266 feet to point of beginning; run thence East parallel to the North line of said section a distance of 655 feet; run thence South parallel to the West line of said section a distance of 133 feet; run thence west parallel to the North line of said section a distance of 655 feet to a point on the west line of said section; run thence North along said West line of said Section a distance of 133 feet to the place and point of beginning; said tract of land above described and hereby having an area of approximately 2 acres to be the same, more or less.

2.

The price to be paid by the Vendees to the Vendor is FIVE HUNDRED SIXTY (\$560.00) DOLLARS, payable as follows: One (\$1.00) Dollar cash in hand, receipt whereof is hereby acknowledged and TWENTY FIVE (\$25.00) Dollars on the 1st day of July, and a like payment on the same date of each succeeding month until the amount is paid in full; the deferred payments to bear interest at the rate of 8 per cent per annum, and such interest on the unpaid balance to be due and payable monthly, being a separate payment from the TWENTY FIVE (\$25.00) DOLLARS payable each month on the principle.

3.

The Vendees will maintain and preserve all improvements upon said property, and not commit or permit waste.

4.

The Vendees will insure any improvements upon said land with some reliable Insurance Company, in the amount of FIVE HUNDRED (\$500.00) DOLLARS against loss by fire or windstorm, and pay all premiums thereon, and have attached to said policy a standard mortgagee clause conditioned upon payment of loss if any, to the Vendor as their interest shall appear; that said insurance shall be for the full insurable value of said improvements, or for such an amount as shall be agreed upon between the parties hereto, subsequently.

5.

The Vendees will assess and pay all taxes and legal assessments against said property and not allow the same to delinquent.

6.

The Vendees are to have possession of the said property so long as they shall comply with the terms and conditions herein.

7.

Vendor further agrees that upon the payment in full of the purchase price herein stated and upon compliance with the terms and herein to convey said property to the Vendees being full warranty deed free from encumbrances and liens.

8.

Time is of the essence of this contract and if the Vendees should fail or refuse to make the payments or to comply with the terms and conditions herein, and allow such default to continue for a period of ninety days, then the Vendor, may at his option, and without notice to the Vendees declare this contract forfeited, null and void and any amount paid hereunder shall be retained by the Vendor as rental and liquidated damages.

9.

In the event that the Vendees should made default in the payment of the purchase price as herein, or in the compliance of the terms and conditions as herein set out, and the Vendor forfeit this contract, then the Vendees waive any and all notices required by law to be given them, accepting in lieu thereof the right to, within six months of said forfeiture pay in full the balance due and thereby recover possession and thereupon receive a warranty deed to said property.

This contract shall inure to the benefit of and be binding upon the parties hereto, their heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, in duplicate, on this the 4 day of June, 1953.

H. M. Parsons (SEAL)  
Willie Gulley (SEAL)  
Corine Gulley (SEAL)

STATE OF ALABAMA  
BALDWIN COUNTY

I, C. LeNoir Thompson, a Notary Public, in and for said County, in said State, hereby certify that H. M. Parsons, Willie Gulley and Corine Gulley, 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 seal on this the 4 day of June, 1953.

C. LeNoir Thompson  
 Notary Public, Baldwin County, Alabama.