

SOUTHERN HOME IMPROVEMENT &
BUILDERS, INC., A Corporation,
Complainant,

VS.

LILLIE ENGLISH AND COLEMAN
ENGLISH AND BAY MINETTE LAND
COMPANY, A Corporation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. 4004

NOTE OF SUBMISSION

This cause was submitted on behalf of the complainant upon bill of complaint, motion for decree pro confesso on personal service against the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, decree pro confesso on personal service against the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, and the testimony of EDWARD LANE, heard ore tenus by the Court.

FILED

JAN 18 1961

ALICE I. DUCK, CLERK
REGISTER

J. H. Maduburn
SOLICITOR FOR COMPLAINANT.

CIRCUIT COURT COMPLAINT

Printed by the Baldwin Times, Bay Minette, Alabama.

SOUTHERN HOME IMPROVEMENT & BUILDERS, INC., A Corporation, Complainant, Vs. LILLIE ENGLISH AND COLEMAN ENGLISH Et al., Respondent.

In the Circuit Court. In Equity No. _____.

DECREE PRO CONFESSO ON PERSONAL SERVICE.

In this cause, it appears to the Register, that service was had on the Respondent _____

LILLIE ENGLISH AND COLEMAN ENGLISH

by the Sheriff of Baldwin County, on the 10th day of April 1957

And it further appears to the Register, that that the said LILLIE ENGLISH AND COLEMAN ENGLISH

_____ the Respondent^s, having to the date hereof, failed to plead, demur to or answer the Bill of Complaint filed in this cause, it is now, therefore,

on motion of TELFAIR J. MASHBURN, JR., Solicitors

for Complainant, ordered, and decreed by the Register that the Bill of Complaint in this cause be,

and it hereby is, in all things taken as confessed against the said LILLIE ENGLISH AND COLEMAN ENGLISH

This 31st day of December, 1957

Alice J. Duke Register.

No. _____

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

Complainant,

Vs.

Respondent.

**DECREE PRO CONFESSO ON
PERSONAL SERVICE.**

Issued this _____ day of _____

194_____.

Register.

THE STATE OF ALABAMA, }
Baldwin County

No. 4004 Circuit Court, In Equity.

SOUTHERN HOME IMPROVEMENT & BUILDERS, INC., A Corporation Complainant...

Vs.

LILLIE ENGLISH AND COLEMAN ENGLISH & BAY MINETTE LAND COMPANY, Corp. Defendant....

Motion is hereby made for a Decree Pro Confesso against LILLIE ENGLISH AND COLEMAN ENGLISH

Defendant....

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

This 31st day of December 19 57

J. J. J. [Signature]
Solicitor.

No. 4004 Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, In Equity

SOUTHERN HOME IMPROVEMENT & BUILDERS
INC., A Corporation

Vs.

LILLIE ENGLISH AND COLEMAN ENGLISH &
BAY MINETTE LAND COMPANY, A Corp.,

Motion for Decree Pro Confesso on
Personal Service

Filed 12 - 31 19 57

Deise J. ...
Register.

Recorded in _____ Record

Vol. _____ Page _____

Register.

500

Southern Home Improvement & Builders Inc., a Corporation,

Plaintiff,

VS.

LILLIE ENGLISH AND COLEMAN ENGLISH & BAY MINETTE LAND COMPANY, a Corporation,

Defendants.

IN THE
CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

IN EQUITY.

NO. 4004

EDWARD G. LANE, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Mashburn.

Q. What is your name, please?

A. Edward G. Lane.

Q. Mr. Lane, were you an officer and stockholder in the Southern Home Improvement & Builders Inc., a Corporation?

A. Yes sir-

Q. In 1956 and 1957?

A. Yes sir.

Q. What was your title?

A. I was part owner - we had two partners and I held half interest and I bought his interest and now I own all.

Q. Is it a Corporation?

A. It was a Company and I had it Incorporated.

Q. In Mobile?

A. Y s sir.

Q. In 1956 did you have some negotiations with Lillie English and Coleman English in regard to some work on their property here in Baldwin County, Alabama?

a. I believe it was in November?

A. of 1956?

A. 1956, and I believe it was November -- I'm not sure about the date.

Q. In the course of those negotiations with them, did you do an estimate on some work on their home?

A. Yes sir.

- Q. After you had negotiated with them did you enter into a written contract with them for your Company to do some work on their home?
- A. Yes sir.
- Q. Is this the contract?
- A. Yes sir.
- Q. This is the contract and they signed the contract?
- A. They sure did . ---Mr. and Mrs --
- Q. Did they sign it in your presence?
- A. In my presence.
- MR. MASHBURN: I offer in evidence contract signed by Lillie English and Coleman English to Southern Home Improvement, Inc., a Corporation, dated November 10, 1956, and ask that it be marked Plaintiff's Exhibit 1.
- Q. Now under the terms of the contract what work was your Company to do on this home, Mr. Lane?
- A. I was to prepare the entire house and reside it with an insulated siding, which we did; in fact, it was a little more than that; we did a little foundation work and applied the siding on the entire outside of the house.
- Q. What was the amount they were to pay you for the work?
- A. \$725.00.
- Q. When did your Company complete the work?
- A. The work was completed either the 18th., 19th. or the 20th of the same month.
- Q. After the completion of the work did they give you a note?
- A. They signed a note.
- Q. Is this a note?
- A. Yes sir.
- Q. A note for the work?
- A. Yes sir.
- Q. Was that note signed by them in your presence?
- A. Yes sir.

MR. MASHBURN: May it please the Court, I offer in evidence a promissory note in the amount of \$904.32, providing for the payment in 36 equal monthly installments of \$25.12 each, beginning January 25, 1957 and on the 25th day of each month thereafter, and ask that it be marked Plaintiff's Exhibit 2.

Q. Now I note that the note is for \$904.32. Did that include interest?

A. Yes sir,

Q. On the \$725.00?

A. Yes sir.

Q. After the work was completed, were any payments made on the note?

A. None whatever.

Q. Did you contact these people yourself?

A. Repeatedly.

Q. I will ask you to look at this lien claim. Is that your signature there?

a. Yes sir.

Q. Now that was dated on what date?

A. March 15, 1957 .

Q. Did you have your Attorney to record this claim in the Courthouse here?

A. Yes sir.

MR. MASHBURN: I offer in evidence claim of lien by Souther/^{Home}Improve-
improvement & Builders, Inc., which was signed by Edward G. Lane, claiming a lien on the following described property:
All that certain parcel of land, situate in Section 28,
Township 2 South, Range 3 East, bounded as follows: Commencing at the Southwest corner of said Section 28, run thence North along the east line of said Section a distance of 2,190 feet to a point, thence run west parallel to the south line of said Section, a distance of 40 feet to the point of beginning; run thence North, parallel to the east line of said, that is to say,

along the west line of Nicholas Avenue, a distance of 200 feet to a point; run thence West, parallel to the South line of said Section a distance of 150 feet to a point; run thence south, parallel to the first course a distance of 200 feet to a point; run thence east, parallel to the second course, a distance of 150 feet to the point or place of beginning.

Which lien was notarized on the 15th day of March, 1957, and was filed for record on the 15th day of March, 1957, and recroced in lien book No. 5 at page 243, of the Baldwin

County Probate Records, and I ask that this be marked Complainant's Exhibit 3.

Q. I believe by the terms of this promissory note they agreed to pay an Attorneys fee of 20% of the amount recovered under the Contract, is that right?

A. That is right.

Q. Have you received any payment on this contract from these people or has anybody for your Company received any payment on this contract?

A. The Company has not received one single penny.

Q. After this suit was filed, did the Bay Minette Land Company file an answer in which they asserted that there was a Balance of \$56.41 due on the payment of this place by Lillie English and Coleman English, and that on the payment of the Balance due they were ready to convey to Lillie English and Coleman English the property. Have you deposited with Your Attorney the amount necessary to pay that claim?

A. Yes sir.

Q. We are ready to pay the balance due the Bay Minette Land Company?

A. That is right.

Q. Mr. Lane, have you read the bill of complaint that was filed in this cause?

A. I have.

Q. Are all of the allegations set out in the bill of complaint true and correct?

A. Yes sir.

I hereby certify that the foregoing, consisting of pages 1 to 5 both inclusive, correctly sets forth a true and correct transcript of the testimony as taken by me in open Court, in the above stayed cause on this day.

This 1st day of May, 1959.

Laura Dunsbury
Court Reporter

com 24

SOUTHERN HOME IMPROVEMENT & BUILDERS, INC.

1751 Dublin Street

Greenwood 9-7434-9-7435-9-7436

Mobile, Alabama

Complete Home Modernizers

- Baked Enamel, Aluminum And Insulated Panel Siding
- Roofing - Fencing - Additions Porches - Garages

Owner's Phone No. 4915-also 2681

Business Phone No. _____

Date _____

THIS AGREEMENT, entered into this the 10 day of November, 1956 by and between Coleman & Lillian English, hereinafter called the owner, and _____, hereinafter called the contractor, Witnesseth, Contractor

agrees to furnish all labor and material for the work specified below on premises located at # _____ Street, Nicholsville City, Alabama State

in accordance with the following specifications:

Prepare the Exterior of the house
Caulk all windows & doors
Remove existing Corners & Apply Corners to Match
Apply Low Slab Brackets Insulated Siding on
the Exterior of the house

See reverse side for additional specifications made a part of this agreement as if written herein. All work to be done in a workmanlike manner, on the premises

located at _____

Total cash selling price - - - \$ 725.00
 Deposit paid by owner - - - \$ _____
 Balance - - - - - \$ 725.00

First payment to be made 1/5 days from date of completion.

Owner agrees to pay on delivery of material \$ _____

Owner agrees to pay on completion of work \$ _____

And/or owner agrees to pay on deferred payment plan of 36 monthly installments of \$ 25.17 per month, interest included.

Owner further agrees that the equity in this property is security for this contract. This contract shall become binding upon the Contractor only upon written acceptance hereof by the Contractor and/or acceptance by Lending Institution, and/or Contractor's Credit Department. The contractor shall not be liable for any damage to the interior of the building and it is understood that the contractor is not an agent nor a subcontractor of any corporation, person or firm. This contract shall be considered accepted when signed by an officer, when the original thereof has been signed by an officer or contractor, or by the beginning of the work specified herein to be done. This contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties. The assignee shall be held responsible only for that which is expressly written on the original agreement. The purchaser agrees to pay twenty per cent of the contract price as liquidated damages if this contract is cancelled, plus 20% attorney's fees if collected by or through an attorney-at-law.

IN WITNESS WHEREOF, I (We) have hereunto signed my (our) name(s) this 10 day of Nov, 1956.

Lillian English (L. S.)
Property Owner

Coleman English (L. S.)
Husband or Wife

Application accepted by Edward Lane Contractor

per Southern Home Imp. Builders

Accepted Edward Lane Contractor or Officer

Com Ex 2

STATE OF ALABAMA, BALDWIN COUNTY

Filed 3-15-57 1 P. M.

Recorded Ex Lien book 5 page 243

M. D. Hunt Jr
Judge of Probate

STATE OF ALABAMA, 0
COUNTY OF BALDWIN. 0

BOOK 000 PAGE 243

SOUTHERN HOME IMPROVEMENT & BUILDERS, INC., files this Statement in writing, verified by the oath of Edward G. Lane, who has personal knowledge of the facts set forth herein:

That said SOUTHERN HOME IMPROVEMENT & BUILDERS, INC., claims a lien upon the following property, situated in Baldwin County, Alabama, to-wit:

All that certain parcel of land, situate in Section 28, Township 2 South, Range 3 East, bounded as follows: Commencing at the Southwest Corner of said Section 28, run thence north along the east line of said Section a distance of 2,190 feet to a point, thence run west parallel to the south line of said Section, a distance of 40 feet to the Point of Beginning; run thence North, parallel to the east line of said, that is to say, along the west line of Nicholas Avenue, a distance of 200 feet to a point; run thence West, parallel to the South line of said Section a distance of 150 feet to a point; run thence South, parallel to the first course a distance of 200 feet to a point; run thence east, parallel to the second course, a distance of 150 feet to the Point or Place of Beginning.

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

That said lien is claimed to secure an indebtedness of Seven Hundred Twenty-five and No/100ths (\$725.00) Dollars, with interest from, to-wit: the 10th day of November, 1956, for preparing the entire exterior of the house, caulking all windows and doors, removing existing corners and applying matching corners, and covering the entire exterior of the house with Lone Star Brixite Insulated Siding.

The name of the owners or proprietors of said property is Lillie English and Coleman English.

SOUTHERN HOME IMPROVEMENT & BUILDERS, INC.,
by Edward G. Lane

Before me, T. J. Mashburn, Jr Notary Public in and for the County of Baldwin, State of Alabama, personally appeared Edward G. Lane, who, being duly sworn, doth depose and say on oath: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

Edward G. Lane

Sworn to and subscribed before me this 15th day of March, 1957.

mechanics Lien

Southern Home
Improvement
& Builders, Inc.

17
W.

Colman English
and Felle English

7
5-243

R-75
Jefair
Bm
Machum

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 4004

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Lillie English and Coleman English and
Bay Minette Land Company, a Corporation

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 Lillie English
and Coleman English and Bay Minette Land Company a Corporation, Defendant....
by Southern Home Improvement & Builders, Inc. a Corporation.
_____, Plaintiff....

Witness my hand this 30th day of March 1957..

Archie J. Blunt, Clerk

No. 4004 Page

THE STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

SOUTHERN HOME IMPROVEMENT &
BUILDERS, INC. A Corporation
Plaintiffs

vs.

LILLIE ENGLISH and COLEMAN ENGLISH
& BAY MINETTE LAND COMPANY, A Corp.
Defendants

SUMMONS and COMPLAINT

Filed 3/30/57, 19

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

SOUTHERN HOME IMPROVEMENT &
BUILDERS, INC., A Corporation,

Complainant,

VS.

LILLIE ENGLISH AND COLEMAN
ENGLISH, AND BAY MINETTE LAND
COMPANY, A Corporation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY. NO. _____

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

SOUTHERN HOME IMPROVEMENT & BUILDERS, INC., A Corporation,
presents this bill of complaint against LILLIE ENGLISH AND
COLEMAN ENGLISH and BAY MINTTE LAND COMPANY, A Corporation, and
thereupon the complainant shows unto your Honor and this Honor-
able Court as follows:

1. Complainant is a corporation organized and existing
under the laws of the State of Alabama, with its principal place
of business at 1751 Dublin Street, Mobile, Alabama; that LILLIE
ENGLISH AND COLEMAN ENGLISH are resident citizens of Baldwin
County, Alabama, each of whom is over the age of twenty-one years;
and that the Bay Minette Land Company is a corporation organized
and existing under the laws of the State of Alabama, with its prin-
cipal place of business in Bay Minette, Alabama;

2. The respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, are
the owners of, and in possession of, the following described real
property, lying and being in Baldwin County, Alabama, viz:

All that certain parcel of land, situate in
Section 28, Township 2 South, Range 3 East,
bounded as follows: Commencing at the South-
west Corner of said Section 28, run thence
North, along the East line of said Section, a
distance of 2,190 feet to a point, thence run
West parallel to the South line of said Section
a distance of 40 feet to the point of beginning;
run thence North, prallel to the East line of
said Section, that is to say, along the West
line of Nicholas Avenue, a distance of 200 feet
to a point; run thence West, parallel to the
South line of said Section, a distance of 150
feet to a point; run thence South, parallel to
the first course a distance of 200 feet to a
point; run thence East, parallel to the second
course, a distance of 150 feet to the Point or
place of beginning;

that the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH owe to
the respondent, BAY MINETTE LAND COMPANY, a Corporation, some

balance on the purchase price of said real property, which balance complainant herewith offers to pay;

3. That, on, to-wit: the 10th day of November, 1956, the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, entered into a written contract with complainant, a copy of which marked Exhibit "A" is attached hereto and, by reference, made a part hereof as though fully set out herein, whereby complainant was to make certain repairs to a house belonging to the said respondents, situated on the above described real property, for a total price of Seven Hundred Twenty-five and No/100ths (\$725.00) Dollars, to be paid in 36 monthly installments of \$25.12 each, with the first installment due and payable on the 25th day of December, 1956; that complainant has in all respects complied with the terms of said contract, Exhibit "A" hereto, by Preparing the entire exterior of the said house, caulking all windows and doors, removing existing corners and applying matching corners and by applying Lone Star Brixite Insulated Siding to the entire exterior of said house; that the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, have failed or refused to comply with said contract in that they have failed or refused to pay any part of the amount due under said contract;

4. That on, to-wit: the 15th day of March, 1957, the complainant filed in the Office of the Probate Judge of Baldwin County, Alabama, a verified statement of lien, a copy of which is hereto attached, marked Exhibit "B" and by reference made a part hereof as though fully incorporated herein, which said statement is recorded in Book 5 of Exemptions and Liens at page 243, Baldwin County, Alabama, Records.

5. The complainant claims of the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, \$725.00 due from them for work and labor done and merchandise, goods and chattels sold by the complainant to the said respondents on, to-wit: the 10th day of November, 1956, which sum of money with interest thereon is still due and unpaid.

6. Complainant avers that under the terms of the contract set forth as Exhibit "A", the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, agreed to pay complainant's attorney's fees of 20%; and complainant avers that it has been necessary that he em-

Telfair J. Mashburn, Jr. as his attorney to prosecute this suit.

PRAYER FOR PROCESS

Complainant prays that the usual process of this Honorable Court will forthwith issue to the respondents and to each of them, requiring them to appear and plead, answer or demur to the Bill of Complaint filed against them in this cause within the time required by law.

PRAYER FOR RELIEF

Complainant prays for the following separate and several relief:

A. That it be Ordered, Adjudged and Decreed that the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, are indebted to the said complainant in the sum of \$725.00, together with interest thereon from the 25th day of December, 1956;

B. That it be determined what amount, if any, the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, owe to the Respondent, BAY MINETTE LAND COMPANY, and that complainant be permitted to pay said amount for and on behalf of the said respondents, LILLIE ENGLISH AND COLEMAN ENGLISH.

C. That it be ordered, Adjudged and Decreed that the complainant has a lien on the building situated on the above described property for the amount due it, and that said building be ordered sold in the manner provided by Title 33, Section 38, of the Code of Alabama of 1940.

D. That it be Ordered, Adjudged and Decreed that the respondents, LILLIE ENGLISH AND COLEMAN ENGLISH, pay to complainant's Solicitor, Telfair J. Mashburn, Jr., the fee provided for in Exhibit "A" hereto attached.

E. Complainant prays for such other, further, different or general relief as it may be equitably entitled to, the premises considered.

Telfair J. Mashburn, Jr.
SOLICITOR FOR COMPLAINANT.

EXHIBIT "A"

SOUTHERN HOME IMPROVEMENT & BUILDERS, INC.

1751 Dublin St.

Greenwood 9-7434-9-7435- 9-7436

Mobile, Alabama

Complete Home
Modernizers

Owner's Phone No. 4915 also 2681

Baked Enamel, Aluminum
and
Insulated Panel Siding

Business Phone No. _____

Date _____

Roofing--Fencing--Additions
Porches--Garages

THIS AGREEMENT, entered into this the 10 day of November
19 56 by and between Coleman & Lillie English, herein-
after called the owner, and _____, hereinafter
called the contractor, Witnesseth, Contractor agrees to furnish all
labor and material for the work specified below on premises located at
Bay Minette Street, Nicholas Ville Alabama
City State
in accordance with the following specifications:

Preparing the entire exterior of the house.

Caulking all windows and doors.

Remove existing corners and apply corners to match.

Apply Lone Star Brixite Insulated Siding on the
center exterior of the house.

See reverse side for additional specifications made a part of this
agreement as if written herein. All work to be done in a workmanlike
manner on the premises.

Located at _____

Total Cash Selling Price---\$ 725.00

Deposit Paid by Owner-----\$ _____

Balance-----\$ 725.00

First payment to be made 45 days from date of completion.

Owner agrees to pay on delivery of material \$ _____.

Owner agrees to pay on completion of work \$ _____.

And/or owner agrees to pay on deferred payment plan of 36 monthly
installments of \$ 25.00 per month, interest included.

Owner further agrees that the equity in this ~~property~~ property is security for
this contract. This contract shall become binding upon the Contractor
only upon written acceptance hereof by the Contractor and property or
acceptance by Lending Institution, and Contract or Contractor's Credit
Department.

The Contractor shall not be liable for any damage to the interior of the building and it is understood that the contractor is not an agent nor a subcontractor of any corporation, person or firm. This contract shall be considered accepted when signed by an officer, when the original thereof has been signed by an officer or contractor, or by the beginning of the work specified herein to be done.

This contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

The assignee shall be held responsible only for that which is expressly written on the original agreement.

The purchaser agrees to pay twenty per cent of the contract price as liquidated damages if this contract is cancelled, plus 20% attorneys fees if collected by or through an attorney-at-law.

IN WITNESS WHEREOF, I (WE) have hereunto signed my (our) names this
10 day of November, 1956.

/s/ (X) Lillie English (L.S.)

/s/ (X) Coleman English (L.S.)

Application accepted by /s/ Edmond Lane
Contractor

per Southern Home Improvements & Builders, Inc.

Accepted /s/ Edward G. Lane
Contractor or Officer

EXHIBIT "B"

STATE OF ALABAMA,
COUNTY OF BALDWIN.

SOUTHERN HOME IMPROVEMENT & BUILDERS, INC., files this Statement in writing, verified by the oath of Edward G. Lane, who has personal knowledge of the facts set forth herein:

That said SOUTHERN HOME IMPROVEMENT & BUILDERS, INC., claims a lien upon the following property, situated in Baldwin County, Alabama, to-wit:

All that certain parcel of land, situate in Section 28, Township 2 South, Range 3 East, bounded as follows: Commencing at the Southwest Corner of said Section 28, run thence north along the east line of said Section a distance of 2,190 feet to a point, thence run west parallel to the south line of said Section, a distance of 40 feet to the Point of Beginning; run thence North, parallel to the east line of said, that is to say, along the west line of Nicholas Avenue, a distance of 200 feet to a point; run thence West, parallel to the South line of said Section a distance of 150 feet to a point; run thence South, parallel to the first course a distance of 200 feet to a point; run thence east, parallel to the second course, a distance of 150 feet to the Point of Place of Beginning.

This lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said land.

That said lien is claimed to secure an indebtedness of Seven Hundred Twenty-five and No/100ths (\$725.00) Dollars, with interest from, to-wit: the 10th day of November, 1956, for preparing the entire exterior of the house, caulking all windows and doors, removing existing corners and applying matching corners, and covering the entire exterior of the house with Lone Star Brixite Insulated Siding.

The name of the owners or proprietors of said property is Lillie English and Coleman English.

SOUTHERN HOME IMPROVEMENT & BUILDERS, INC.,

by /s/ Edward G. Lane

Before me, T. J. Mashburn, Jr., a Notary Public in and for the County of Baldwin, State of Alabama, personally appeared Edward G. Lane, who, being duly sworn, doth depose and say on oath: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and that the same are true and correct to the best of his knowledge and belief.

/s/ Edward G. Lane

Sworn to and subscribed before me this 15th day of March, 1957.

SOUTHERN HOME IMPROVEMENT &
BUILDERS INC., A CORPORATION,

Complainants,

vs.

LILLIE ENGLISH, ET AL.,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 4004

ANSWER

Comes now the Respondent, Bay Minette Land Company, a corporation, by its Solicitors, and for answer to the Bill of Complaint heretofore filed in this cause against them and to each paragraph thereof says as follows:

1. The Respondent admits that it is a corporation organized and existing under the laws of the State of Alabama, with its principal place of business in Bay Minette, Alabama, but it is not informed of the other allegations of paragraph "1." of the Bill of Complaint and cannot therefore either admit or deny the same.

2. The Respondent denies that Lillie English and Coleman English are the owners of the property described in paragraph "2." of the Bill of Complaint and it is not informed as to who is in possession of said property. The Respondent admits that Lillie English and Coleman English are indebted to it on a contract for the purchase of said property and for further answer alleges that the amount of said indebtedness under said contract as of April 2, 1957, is \$56.41. The Respondent for further answer alleges that the Respondent Lillie English and Coleman English purchased the North 100 feet of said property from it on January 23, 1953, and that on September 5, 1953, they contracted with the Respondent, Bay Minette Land Company, to purchase the South 100 feet of said property. That the purchase price for the North 100 feet was \$45.00 and has been paid in full by said Respondents and that the balance due from said Respondents as hereinabove stated is on the purchase of the South 100 feet of said property. That no deed has been made and delivered to said Respondents for the North 100 feet of said property inasmuch as it was agreed between them and this Respondent that title thereto should be retained by this Respondent as security for the payment of the purchase price on the South 100 feet of said property, which purchase

price was \$100.00.

3. The Respondent is not informed as to the allegation of paragraph "3." of the Bill of Complaint and therefore neither admits nor denies the same.

4. The Respondent denies the allegations of "Exhibit B" to the Bill of Complaint to the extent that said exhibit alleges that the name of the owners or proprietors of the property described therein is Lillie English and Coleman English.

5. The Respondent is not informed of the allegation of paragraph "5." of the Bill of Complaint and therefore neither admits nor denies the same.

6. The Respondent is not informed of the allegations of paragraph "6." of the Bill of Complaint and therefore neither admits nor denies the same.

For further answer to the Bill of Complaint the Respondent alleges that it is prepared, upon the payment to it of the amount due under the contract hereinabove referred to, to deliver its deed to the property described in the Bill of Complaint to Lillie English and Coleman English in accordance with its contract with said Respondents; and this Respondent will further deliver its deed to any part of said property to said Respondents should this Honorable Court direct that two separate deeds should be made to said Respondents. That there is presented herewith and filed with this cause the deed of this Respondent to Lillie English and Coleman English in accordance with said contract for delivery or for such other action as the Court may deem proper upon the payment to this Respondent of the amount hereinabove stated plus interest at the rate of six percent per annum from April 2, 1957.

Respectfully submitted,

CHASON & STONE

By: 
Solicitors for Respondent
Bay Minette Land Company