

4324

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,  
Baldwin County.

}

Circuit Court, Baldwin County

No. ....

..... TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon J.A. RIEBELING and HELEN ZYLE

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 .....

J.A. RIEBELING and HELEN ZYLE ....., Defendant .....

by H.M. HAMBURG AND SONS, INCORPORATED, A Corporation .....

....., Plaintiff .....

Witness my hand this 3rd day of July 1958

Alice J. Duck, Clerk

No. \_\_\_\_\_ Page \_\_\_\_\_

The State of Alabama  
Baldwin County

CIRCUIT COURT

~~H.M. HAMBURG AND SONS~~

~~INCORPORATED A Corporation~~  
Plaintiffs

vs.

~~J.A. RIEBELING AND HELEN ZYLE~~

Defendants

Summons and Complaint

Filed July 3, 1958 \_\_\_\_\_ 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

H. M. HAMBURG AND SONS,  
INCORPORATED, a Corporation,  
Complainant

versus

J. A. RIEBELING and HELEN  
ZYLE,  
Respondents

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

NO. \_\_\_\_\_

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

Comes now H. M. Hamburg and Sons, Incorporated, Complainant in this cause and presents this its Bill of Complaint to Your Honor and this Honorable Court and shows unto Your Honor the following facts as a basis for the relief prayed for hereinafter:

1.

The Complainant is a Corporation organized and existing under the laws of the State of Alabama and with the principal place of business in Foley, Baldwin County, Alabama.

2.

That the Respondents are each over the age of twenty-one years and are residents of Baldwin County, Alabama.

3.

That your Complainant was awarded a Judgment on the 18th day of January, 1955, in the Circuit Court of Baldwin County, Alabama, against the Respondent, J. A. Riebeling and in favor of your Complainant for the sum of Four Thousand Sixty one and 28/100 (\$4061.28) Dollars and for the sum of Eighteen and 20/100 (\$18.20) Dollars, the cost in said suit.

4.

That the Respondent, J. A. Riebeling, entered into a contract and agreement on the 8th day of January, 1952 with the Respondent, Helen Zyle, wherein the Respondent, J. A. Riebeling, agreed to purchase and the Respondent, Helen Zyle, agreed to sell the following described real property situated in Baldwin County, Alabama, to-wit:

Beginning at the Northeast corner of Section sixteen (16) Township seven (7) South, Range four (4) East, and running 28.76 chains West; thence 42.8 chains South; thence 9.56

chains East; thence 10.50 chains North; thence 2.55 chains East; thence 19.94 chains North; thence 16.65 chains East; thence 11.64 chains North to the place of beginning, and containing about sixty-six and two-thirds acres (66 2/3);

ALSO, Farm No. twelve (12), being the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section thirty-four (34), Township seven (7) South, Range four (4) East, containing forty (40) acres, more or less, and, less the reservation on the East and North sides of said farm made for public roads.

A certified copy of the described contract is attached to the original of this Bill of Complaint and made a part hereof as specifically set forth herein. Complainant further avers that in accordance with the terms of said contract and agreement, the Respondent, J. A. Riebeling, was given immediate possession of the property described therein, that there has been no default in the terms of said contract and agreement and that the Respondent, J. A. Riebeling, has such an interest as is subject to sale in satisfaction of the Judgment hereinbefore mentioned.

5.

That your Complainant is without an adequate remedy at law.

Wherefore, the premises considered, Complainant prays that the said J. A. Riebeling and Helen Zyle be made party Respondents hereto, and, in order that your Complainant may have the relief hereinafter prayed for, may it please Your Honor to cause the State's Writ of Subpoena to be issued, directed to said Respondents requiring them to plead, answer or demur to this Bill of Complaint within the time and under the pains and penalties prescribed by law and the practice of this Honorable Court.

Complainant ever prays that, on a final hearing of this cause, a decree in favor of Complainant and against the Respondent, J. A. Riebeling, for the indebtedness due the Complainant as aforesaid, together with the interest thereon from the 18th day of January, 1955, and declaring, fixing and establishing a lien on said real property described in the contract herein referred to and the buildings and improvements thereon, and condemning the equity in said property owned by the Respondent, J. A. Riebeling, to the satisfaction of the Complainant's Judgment, and directing that the same be sold by the Sheriff in the manner and form provided by law as in property subject to execution; and that the Respondent, Helen Zyle, be required to set forth or propound any claim, right, title or interest

in said property, if such she has, in order that the same may be herein determined or adjusted, and to the end that Complainant's right be ascertained, established and enforced against said lands, in such manner and to such extent as the Court may deem just and equitable.

If the Complainant is mistaken in the relief herein specifically prayed for, he humbly prays for such other, general and different relief to which he may show himself entitled.

OFFICE 11 DICK' BOSTON

JUL 3 1828

FILED

JOHN W. WATSON

ATTORNEY AT LAW

IN MARYLAND

BY THE COURT

IN THE CIRCUIT COURT OF

\*\*\*\*\*

WATSON

WATSON

WATSON

WATSON

WATSON

WATSON

WATSON

WATSON

2508

*James M. Bailey*  
SOLICITOR FOR COMPLAINANT

BILL OF COMPLAINT

H. M. HAMBURG AND SONS,  
INCORPORATED, a Corporation,  
Complainant

versus

J. A. RIBBELING AND  
HELEN ZYLE,

Respondents

\* \* \* \* \*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

Respondents live in  
Foley, Alabama

FILED

JUL 3 1958

ALICE J. DUCK, Register

FILED FOR RECORD IN BALDWIN COUNTY ALABAMA

Vertical text on the right side of the page, possibly bleed-through or a stamp, containing illegible characters.

H. M. HAMBURG AND SONS,  
INCORPORATED, a Corporation,

Complainant

versus

J. A. RIEBELING and HELEN

ZYLE,

Respondents

IN THE CIRCUIT COURT OF  
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IN EQUITY

NO. \_\_\_\_\_

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chains East; thence 10.50 chains North; thence 2.55 chains East; thence 19.94 chains North; thence 16.65 chains East; thence 11.64 chains North to the place of beginning, and containing about sixty-six and two-thirds acres (66 2/3);

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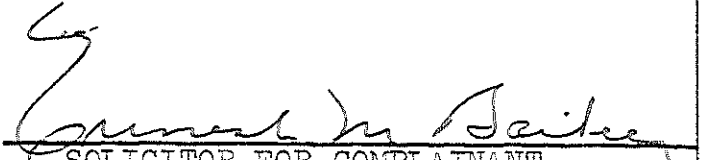
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SOLICITOR FOR COMPLAINANT

Ernest M. Baitee

Ernest M. Baitee

Ernest M. Baitee

Ernest M. Baitee

Ernest M. Baitee

Ernest M. Baitee

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BILL OF COMPLAINT

H. M. HAMBURG AND SONS,  
INCORPORATED, a Corporation,

Domplainant

versus

J. A. RIEBELING AND  
HELEN ZYLE,

Respondents

\* \* \* \* \*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

IN EQUITY

Respondents live in

Foley, Alabama

STATE OF ALABAMA

BALDWIN COUNTY

224 APR 1952

THIS CONTRACT AND AGREEMENT, made and entered into in duplicate on this the 8th day of January, 1952, by and between HELEN ZYLE, a widow, hereinafter referred to as "Seller", and J. A. KISSLING, hereinafter referred to as "Purchaser", WITNESSETH:-

That for and in consideration of the sum of Eight Hundred Dollars (\$800.00) this day cash in hand paid by the Purchaser to the Seller, receipt whereof is hereby acknowledged, and of the further sum to be paid as hereinafter set out, and of the mutual covenants herein contained, the Seller does hereby agree to sell to the Purchaser and the Purchaser does hereby agree to purchase from the Seller the following described real estate situated in Baldwin County, Alabama, to-wit:-

Beginning at the Northeast corner of Section sixteen (16), Township seven (7) South, Range four (4) East, and running 28.76 chains West; thence 42.8 chains South; thence 9.56 chains East; thence 10.50 chains North; thence 2.55 chains East; thence 19.94 chains North; thence 16.65 chains East; thence 11.64 chains North to the place of beginning, and containing about sixty-six and two-thirds acres (66 2/3);

ALSO, Farm No. twelve (12), being the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section thirty-four (34), Township seven (7) South, Range four (4) East, containing forty (40) acres, more or less, and, less the reservation on the East and North sides of said farm made for public roads.

The Purchaser does hereby agree to pay the Seller the further sum of Eight Thousand Dollars (\$8,000.00), with interest at the rate of four per cent (4%) per annum, payable as follows, viz: One Thousand Dollars (\$1,000.00), with interest then due, on or before one (1) year after date of this instrument, and the sum of One Thousand Dollars (\$1,000.00), plus interest then due, on or before the same day of each successive year thereafter until the said sum of Eight Thousand Dollars (\$8,000.00), and all interest thereon, has been paid, said payments to be made at the Farmers & Merchants Bank of Foley, Alabama.

IT IS UNDERSTOOD AND AGREED between the parties hereto that the Purchaser shall immediately go into possession of the property above described and shall pay, in addition to the payments as hereinabove provided, insurance premiums for insurance on the improvements now existing on the property in the amount presently in

( first page )

force and shall pay all state and county taxes, all of which is to be paid to the Seller annually in addition to payments as aforesaid and on the same date. In the event that the Seller has and does on any year hereafter fail to pay the taxes or to make proper assessment, or fails to take out and carry insurance which is to be paid by the Purchaser, then in that event the Purchaser may take out and carry insurance in the Seller's name and may make assessment and pay taxes in the name of the Seller, and any penalties which are provided by law for past due payments will be deducted from the current payment on the principal.

Time is of the essence of this contract.

The Purchaser agrees not to do or cause to be done anything whereby the value of the property will be materially lessened; clearing land for farm purposes shall not be considered as lessening the value.

The Seller, for herself, her heirs, executors or administrators, hereby agrees to execute and deliver to the Purchaser a Warranty Deed in proper Alabama form conveying the above described property to him, his heirs or assigns, as soon as the full purchase price of said lands as above set out has been paid, but should the Purchaser fail to pay any installment as the same becomes due, either as to principal or interest, or should he fail to repay to the Seller the amount of taxes paid or the insurance premium, or should he breach any of the other conditions of this contract, in any of said events all rights of the Purchaser to said property shall cease, determine and be void, and he shall immediately vacate said property, and all payments made by him to the Seller shall be retained by her as rent and liquidated damages.

The Seller further agrees, upon payment and at the time of execution and delivery of the conveyance as aforesaid, to deliver to the Purchaser a full and complete abstract of title to said property showing clear and merchantable title in her as Seller.

The Purchaser shall have a right of acceleration of payment and may pay off the remainder due or any part thereof at any time prior to due date with interest being computed only to the time of such payment.

( second page )

WITNESS the hands and seals of the parties hereto on this the day and year first above written.

Helen Syle  
as Seller

J. A. Riebling  
as purchaser

STATE OF ALABAMA  
BALDWIN COUNTY

I, Cec. G. Chason, a Notary Public in and for said County in said State, hereby certify that Helen Syle, a widow, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me on this 8<sup>th</sup> day of January, 1952.

Cec. G. Chason  
Notary Public, Baldwin County  
State of Alabama

(affix seal)

STATE OF ALABAMA  
BALDWIN COUNTY

I, Cec. G. Chason, a Notary Public in and for said County in said State, hereby certify that J. A. Riebling, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me on this 8<sup>th</sup> day of January, 1952.

Cec. G. Chason  
Notary Public, Baldwin County  
State of Alabama



STATE OF ALABAMA, BALDWIN COUNTY  
4 P. M.  
Filed - 1-6-52  
Record and Index has been paid.  
Deed Tax  
Mortgage Tax  
Following Privilege Tax  
1.00  
12.00  
By MR. Stewart  
Judge of Probate

( third and last page )

The State of Alabama,  
Baldwin County.

PROBATE COURT

I, W. R. STUART, Judge of Probate Court in and for said State and County, hereby certify  
that the within and foregoing Three typewritten pages  
contain a full, true and complete copy of the Agreement between Helen Zyle and

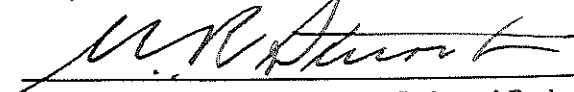
J. A. Riebling

as the same appears of record in my office in Deed Book No. 224

page 396 - 8.

Given under my hand and seal of office, this 14th day of June, 19 58

67



Judge of Probate

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,  
Baldwin County.



No. ....

Circuit Court, Baldwin County

..... TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

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J.A. RIEBELING and HELEN ZYLE ....., Defendant .....

by H.M. HAMBURG AND SONS, INCORPORATED, A Corporation .....

....., Plaintiff .....

Witness my hand this 3rd day of July 19 58

*Executed on J.A. Riebeling* Alice J. Luck, Clerk  
*on: 7-16-58*

*Returned not found  
to Helen Zyle*

No. 21324 Page \_\_\_\_\_

The State of Alabama

Baldwin County

CIRCUIT COURT

H.M. HAMBURG AND SONS

INCORPORATED A Corporation

Plaintiffs

vs.

J.A. RIEBELING AND HELEN ZYLE

*Business, North...*  
*1000 N. 20th Street*  
Defendants

Summons and Complaint

Filed July 3, 1958 19

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

7/3 1958

Sheriff

I have executed this summons

this 7/16 1958

by leaving a copy with

*J.A. Riebeling 7-16-58*

~~*Helen Zyle 7-16-58*~~

Returned 23 day of July 1958

Not found in my county after diligent search and inquiry.  
*Helen Zyle*

*Taylor Wilkins, Sheriff*

By *Chadwick* Deputy Sheriff

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY *Chadwick* DEPUTY SHERIFF Sheriff

*Chadwick* Deputy Sheriff

*Joley*