4419

T. E. CHILDRESS, Complainant,	)	
VS.	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
EDWARD WELCH, FLOSSIE WELCH and THE MERCHANTS NATIONAL BANK OF MOBILE, a National Banking Association,	)	IN EQUITY
Respondents.	)	

FINAL DECREE

It being made to appear to the court that this cause has been settled between the parties, it is, therefore, dismissed with prejudice and the respondents, Edward Welch and Flossie Welch, are taxed with the costs for which execution may issue.

ORDERED, ADJUDGED AND DECREED on this the 15 day of December, 1958.

Hubert M. Hare
Judge

FINAL DECREE

T. E. CHILDRESS,

Complainant,

VS.

EDWARD WELCH, FLOSSIE WELCH and THE MERCHANTS NATIONAL BANK OF MOBILE, a National Banking Association,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY NO. 4419

FILED

DEC 12 1958

ALICE J. DUCK, CLERK REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 4419

October TERM, 1958

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Edward Welch, Flossie Welch, and The Merchants National Bank of Mobile, a national banking association

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 Edward Welch, Flossie Welch, and The Merchants National Bank of Mobile a national banking association, Defendant

by T. E. Childress, Plaintiff

Witness my hand this 29 day of October 1958.

Alice J. Kluck, Clerk

No. ..... Page .....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

_____

_____

Plaintiffs

vs.

_____

_____

Defendants

SUMMONS and COMPLAINT

Filed ....., 19.....

....., 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

_____

_____

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_____

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_____

_____

_____

..... Sheriff

..... Deputy Sheriff

T. E. CHILDRESS, Complainant vs. EDWARD WELCH, FLOSSIE WELCH, AND THE MERCHANTS NATIONAL BANK OF MOBILE, a national banking association, Respondents	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA IN EQUITY NO._____.

TO THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY, AND TO THE HONORABLE H. M. HALL, JUDGE THEREOF:

Now comes the complainant, T. E. Childress, by his solicitor, and respectfully shows unto Your Honor and unto this Honorable Court the following:

ONE: That your complainant is over the age of 21 years and is a citizen and resident of Baldwin County, Alabama, his more particular address being Orange Beach, Alabama, and that he has been a bulldozing contractor in said County for more than a year before the filing of this Bill of Complaint; that the residence of the respondents, Edward Welch and Flossie Welch, is Route 1, Loxley, Alabama, in Baldwin County, Alabama, and that both respondents are more than 21 years of age; that the Merchants National Bank of Mobile is a national banking association, and its main offices are located in Mobile, Alabama.

TWO: That during the month of to-wit: December, 1957, the complainant and the respondents entered into an agreement whereby the complainant was to clear certain lands belonging to the respondents, Edward Welch and Flossie Welch, and that pursuant to such agreement, the complainant did clear the lands hereinafter described in Paragraph Three of trees, stumps, undergrowth and other vegetation and to do all things agreed upon; that said work and labor was completed on or before the 15th day of September, 1958; that there was then and there due the complainant a balance of $3290.00 under the terms of the contract agreed upon and mentioned before herein; that although your complainant has in all respects complied with the terms of the contract, the res-

pondents, Edward Welch and Flossie Welch, have refused and continue to refuse to pay to the complainant the amount due him and agreed upon under the said contract.

THREE: That said improvements were made by your complainant as original contractor upon the following described property situated in Baldwin County, Alabama, to-wit:

> The North half of the Southeast Quarter; the Southwest Quarter of the Southeast Quarter; the Southwest Quarter, all in Section 6, Township 5 South, Range 3 East, Baldwin County, Alabama, EXCEPTING THEREFROM: the following:
> 1. All that part of the Northeast Quarter of the Southeast Quarter of Section 6, which lies North of Highway 90, containing 6.27 acres, more or less.
> 2. Easements for highways, public roads, and public utilities.
> 3. An one-half interest in and to all oil, gas and other mineral rights which were reserved in that certain mineral reservation in that certain deed from James R. D. Gray to J. S. Lowery, dated June 19, 1948, and recorded in D.B. 132 N.S., p. 287.
> 4. An one-fourth interest in and to all oil, gas and other mineral rights which were reserved in that certain deed from Maude L. Manci, et al. to Edward Welch and Flossie Welch, dated Oct. 8, 1956, and recorded in D.B. 244 N.S., p. 303-307.

That said parcels of land described herein are owned by the respondents, Edward Welch and Flossie Welch.

FOUR: That prior to the contract alleged herein, the respondents, Edward Welch and Flossie Welch, mortgaged the aforesaid premises to the Merchants National Bank of Mobile, a national banking association, by mortgage dated November 22, 1957, and recorded in Mort. Book 289, p. 348 et seq. and that said lien is superior to that claimed by the complainant.

FIVE: That on the 10th day of October, 1958, your complainant filed a lien in the Probate Court of Baldwin County, Alabama, which statement is recorded in Lien Book 5, at pages 297-298. A copy of said lien is attached hereto as Exhibit "A" and made a part of this complaint as if the same were specifically written herein. The respondents, Edward Welch and Flossie Welch, were forwarded a copy of said lien on the day that the same was recorded.

SIX: The complainant claims of the respondents, Edward Welch and Flossie Welch, the sum of $3290.00, due from them by account on the 15th day of September, 1958, which sum of money, with interest thereon, is still unpaid.

SEVEN: The complainant claims of the respondents, Edward Welch and Flossie Welch, the sum of $3290.00 for work and labor performed by the complainant at the request of the respondents, Edward Welch and Flossie Welch, which sum of money with interest thereon from September 15, 1958, is still unpaid.

PRAYER FOR PROCESS:

The premises considered, your complainant prays that Edward Welch and Flossie Welch be made parties respondent to this proceedings and that they be required to appear and answer or demur to this Bill of Complaint within the time required by law; that the Merchants National Bank of Mobile, a national banking association, be notified of this proceedings by serving a copy of said Bill upon them.

PRAYER FOR RELIEF:

The complainant prays that this Court will, upon the final hearing of this cause, enter an appropriate order or decree ascertaining the amount due him by the said Edward Welch and Flossie Welch under the terms of the above noted contract and will render a decree against the said respondents, Edward Welch and Flossie Welch, in the favor of the complainant in said amount. Your complainant further prays that Your Honor will fix and establish a lien on the above described real estate to secure the payment of any amount due by the respondents, Edward Welch and Flossie Welch, to the complainant, and that if said amount is not paid within the time specified by the Court that the above described property be sold subject to the aforementioned mortgage to the satisfaction of said lien. The complainant further prays for such other, further and different relief to which, in equity, he might be entitled and which will be meet and proper.

J. Cowan Owens Jr.
Solicitor for complainant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority in and for said State and County, came J. Connor Owens, Jr., who being duly sworn, doth depose and say as follows: that he is Solicitor for the Complainant in the foregoing cause of T. E. Childress vs. Edward Welch, Flossie Welch, and the Merchants National Bank of Mobile, a national banking association, in the Circuit Court of Baldwin County, Alabama, in Equity; That the affiant has read and knows the allegations made in the said petition; that he is informed that the allegations made therein are true, and upon such issue and belief, says that the materail allegations in the foregoing petition are true.

J. Connor Owens, Jr.

Sworn to and subscribed before me, this the 29th day of October, 1958.

Norborne C. Stone, Jr.
Notary Public-Bald. Co., Ala.

STATE OF ALABAMA

BALDWIN COUNTY

LIEN

Now comes T.E. Childress and files this statement in writing, verified by the oath of the said T.E. Childress, who has personal knowledge of the facts herein set forth:

That the said T.E. Childress claims a lien upon the following property, situated in Baldwin County, Alabama, to-wit:

The North half of the Southeast Quarter; the Southwest Quarter of the Southeast Quarter; the Southwest Quarter, all in Section 6, Township 5 South, Range 3 East, Baldwin County, Alabama, EXCEPTING THEREFROM, the following:
1. All that part of the Northeast Quarter of the Southeast Quarter of Section 6, which lies North of Highway 90, containing 6.27 acres, more or less.
2. Easements for highways, public roads, and public utilities.
3. An one-half interest in and to all oil, gas and other mineral rights which were reserved in that certain deed from James R.D. Gray to J.S. Lowery, dated June 19, 1948, and recorded in D.B. 132 N.S., p. 287.
4. An one-fourth interest in and to all oil, gas and other mineral rights which were reserved in that certain deed from Maude L. Manci, et al., to Edward Welch and Flossie Welch, dated Oct. 8, 1956, and recorded in D.B. 244 N.S., p. 303-307.

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 $3290.00, with interest, from to-wit: the 15th day of September, 1958, for improvements on said land by bulldozing, clearing, ditching and draglining said lands. All just credits due the said owners have been given.

The names of the owners or the proprietors of said property are Edward Welch and Flossie Welch.

T.E. Childress
Claimant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority in and for said

"Exhibit A"

State and County, personally appeared T.E. Childress, who being duly sworn, did depose and say as follows: 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.

T.E. Childress
T.E. Childress

Subscribed and sworn to before me on this the 10th day of October, 1958, by said affiant.

Delta H. Gwaltney
Notary Public-Bald.Co., Alabama

STATE OF ALABAMA, BALDWIN COUNTY
Filed 10-10-58 2:30 P. M
Recorded Ex&Lien book 5 page 297-8
I W.R. Stuart
Judge of Probate
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