

1719

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 D. O. Fowler

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 .....

D. O. Fowler ....., Defendant .....

by Newton W. McIntyre .....

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

Witness my hand this 5th day of October 1959

Beise J. Duck, Clerk

259A



NEWTON W. McINTYRE  
COMPLAINANT  
VS.  
D. O. FOWLER  
RESPONDENT

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY

To the Honorable Judge of the Circuit Court of Baldwin County  
in Equity sitting:

Comes your Complainant, Newton W. McIntyre, and respectfully  
represents and shows unto the Court as follows:

1.

That he is over the age of twenty-one years and is a resident  
of Baldwin County, Alabama, and that the Respondent, D. O. Fowler,  
is over the age of twenty-one years and is also a resident of  
Baldwin County, Alabama, temporarily at the Veterans Administration  
Center in Biloxi, Mississippi.

2.

On, to-wit, heretofore the 24th day of December, 1957, the  
Complainant did enter into a certain contract in writing with the  
Respondent by which the Complainant agreed to buy and the Respondent  
agreed to sell that certain real estate situated in Baldwin County  
state of Alabama, and more specifically described as follows to-wit:

Beginning at the Southwest corner of the Southeast  
quarter of Northwest quarter of Section 32, Town-  
ship 3 South, Range 3 East, run thence North 177 feet  
to the North side of a dirt road, thence East along the  
North line of said dirt road 567 feet to a point  
which is the Southwest corner of lands conveyed by  
J. L. Jones to D. O. Fowler, thence continuing East-  
wardly along the North side of said public road 229  
feet to the Southwest corner of land conveyed by D. O.  
Fowler to J. C. Mosley, thence North 190 feet to the  
Northwest corner of lands conveyed to J. C. Mosley for a  
point of beginning; thence North 218 feet, more or less  
to the North line of the lands conveyed to D. O. Fowler  
by J. L. Jones; thence East along the said line 95 feet;  
thence South 218 feet to the Northeast corner of lands  
conveyed by D. O. Fowler to J. C. Mosley; thence West,  
along the North line of the J. C. Mosley land, 95 feet  
to the point of beginning.

3.

That there is hereto attached and made a part hereof and  
identified as exhibit "A" hereto, a true and correct copy of the  
said purchase contract above referred to for the sale of said  
property.

4.

Complainant further avers and shows to the attention of this Honorable Court that he has completed said purchase contract by paying the sums of money set out therein to the said D. O. Fowler, or his attorney who accepted said sums and gave receipts therefor, whereby the entire purchase money has been paid in full as prescribed in said contract. Demand has been made by your Petitioner of said Defendant to carry out said contract, by executing said conveyance in accordance therewith. However, the Respondent has failed or refused to do and perform said contract by executing a full warranty deed to said Complainant as provided in said contract.

5.

That said Respondent is presently at the Veterans Administration Center at Biloxi, Mississippi.

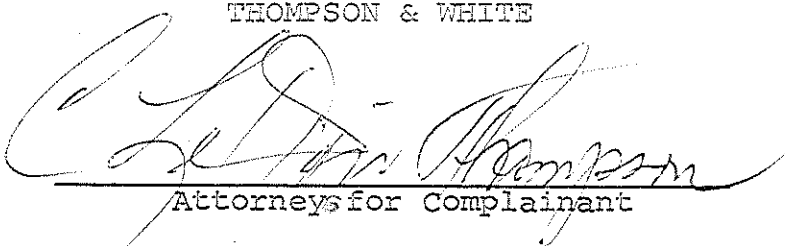
6.

Complainant further avers and shows unto the Court that he is entitled to the specific performance of said contract on the part of said Respondent.

WHEREFORE, THE PREMISES CONSIDERED, Complainant makes the said D. O. Fowler party Respondent to this his bill of complaint and in order that he may have the relief hereinafter prayed for, he prays that the State's writ of subpoena may be issued, directed to said Respondent requiring him to appear and plead, answer or demur to this bill of complaint within the time required by law and the rules of this Honorable Court; and upon the hearing hereof may it please the Court to order and direct the specific performance of said contract by said Respondent in all respects as therein provided, and further that the Court order and direct the execution of a deed by said Respondent, conveying said real estate hereinabove described to the Complainant; and your Petitioner offers to do equity in the premises. And Complainant prays for such other, further or different relief as in equity and good conscience he may be entitled, as he will ever pray, etc.

THOMPSON & WHITE

BY:

  
Attorneys for Complainant

FILED

OCT 5 1950

ALICE I. DUCK, CLERK  
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

Deed Tax

Mortgage Tax

50  
35  
M. H. Hunt  
Judge of Probate

By

THIS MEMORANDUM OF AGREEMENT, made and entered into on this the 24 day of December, 1957, by and between D. O. FOWLER, a widower, VENDOR, and NEWTON W. McINTYRE, VENDEE,

W I T N E S S E T H :

FIRST: That the vendor contracts and agrees to sell and the vendee to buy at the price and under the terms and conditions herein set out, the following described real property situated in Baldwin County, Alabama, to-wit :

Beginning at the Southwest corner of the Southeast quarter of Northwest quarter of Section 32, Township 3 South, Range 3 East, run thence North 177 feet to the North side of a dirt road, thence East along the North line of said dirt road 567 feet to a point which is the Southwest corner of lands conveyed by J. L. Jones to the grantor herein, thence continuing Eastwardly along the North side of said public road 229 feet to the Southwest corner of lands conveyed by grantor to J. C. Mosley, thence North 190 feet to the Northwest corner of lands conveyed to J. C. Mosley for a point of beginning; thence North 218 feet, more or less to the North line of the lands conveyed to grantor by J. L. Jones; thence East along the said line 95 feet; thence South 218 feet to the Northeast corner of lands conveyed by grantor to J. C. Mosley; thence West, along the North line of the J. C. Mosley land, 95 feet to the point of beginning;

SECOND: The purchase price to be paid by the vendee to the vendor for the aforesaid property is EIGHT HUNDRED SIXTY FOUR (\$864.00) DOLLARS, payable \$20.00 cash, receipt of which is hereby acknowledged, and the balance payable \$44.00 on February 1, 1958 and \$50.00 on the first day of each calendar month thereafter for sixteen consecutive months, with interest on the said installments after maturity, as the same is evidenced due and payable by his certain promissory note of even date and tenor.

THIRD: ~~The vendee will assess and pay all taxes and assessments levied against the said property by lawful authorities. The vendee will keep any improvements now or hereafter erected on the said property insured for the full insurable value thereof in an insurance company acceptable to the vendor, with the premiums thereon paid. In the event the vendee shall not pay such taxes or the premiums~~

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on such insurance the vendor may pay such taxes and such premiums and any sums so expended shall be an indebtedness secured by the aforesaid property.

FOURTH: Time is the essence of this contract and if the vendee shall fail to pay any two installments or shall fail to keep the said property insured and the premiums paid, or shall suffer the taxes on the said property to become delinquent as aforesaid, then and in either event, the vendor, his heirs or assigns, may declare this contract null and void and retake possession of the said property and any and all payments made hereunder shall be retained by the vendor as liquidated damages in the premises and as rent for the same.

FIFTH: When the entire purchase money has been paid in full as provided herein the vendor will execute a full warranty deed to the vendee conveying the aforesaid property to the vendee clear of encumbrances.

SIXTH: This contract shall not be sold, transferred, set over or assigned in whole or in part, nor shall the vendee lease the said premises or any part thereof without the written consent of the vendor.

IN WITNESS WHEREOF, the parties to this instrument have hereunto set their hands and seals in duplicate this the day and year first above written.

D O Fowler (SEAL)

Newton W. McIntyre (SEAL)

STATE OF ALABAMA  
BALDWIN COUNTY

I, Madeline S. Byars, a Notary Public in and for said State and County, hereby certify that D. O. Fowler and Newton W. McIntyre, 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 this the 24 day of Dec, 1957.

Madeline S. Byars  
Notary Public





4719

VETERANS ADMINISTRATION

CENTER  
BILOXI DIVISION  
BILOXI, MISSISSIPPI

October 8, 1959

YOUR FILE REFERENCE:

IN REPLY REFER TO: 6010B/123

Mrs. Hazel Mauldin  
White-Lee Chapter 56  
Disabled American Veterans  
Bay Minette, Alabama

RE: DAVID O. FOWLER  
C 20 979 965  
R A-1435

Dear Mrs. Mauldin:

I am writing this in the interest of Mr. David O. Fowler, one of our domiciliary members. Mr. Fowler is quite feeble and in poor health, and he is unable to look after his interests in Bay Minette, and we hope that you will find it possible to inquire into the matter described and advise us on your reaction.

It seems that Mr. Fowler is involved in a real estate transaction with a Mr. Newton W. McIntyre, and he has a summons from the Circuit Court with an illegible date to appear on some day of October in connection with the case. Mr. Fowler's physical condition prevents the possibility of his going to Bay Minette at the present time. He feels that in about a month or so he will be strong enough to make the trip. We would, therefore, appreciate your checking into the matter and advising the proper officials of Mr. Fowler's condition, and then let us know what the reaction is so that we might be able to assist him further.

You may be certain that Mr. Fowler and all of our veterans are sincerely appreciative of your devotion to their welfare manifested in so many ways.

Sincerely,

  
JOHN M. LEONARD  
Chief, Special Service