

(586)

The State of Alabama,
Baldwin County.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING :

WE COMMAND YOU, That you summon George R. Reeves and M. Pearl

Reeves,

of Baldwin County, to be and appear before the Judge of the Circuit Court
of Baldwin County, exercising Chancery jurisdiction, within thirty days after the service of Sum-
mons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

Amelia B. White,

against said

George R. Reeves and M. Pearl Reeves,

and further to do and perform what said Judge shall order and direct in that behalf. And this the
said Defendant shall in no wise omit, under penalty, etc. And we further command that you return
this writ with your endorsement thereon, to our said Court immediately upon the execution thereof.

WITNESS, T. W. Richerson, Register of said Circuit Court, this 28th day of

April 1926.

T. W. Richerson Register.

N. B.— Any party defendant is entitled to a copy of the bill upon application to the Register.

Original
SERVE ON.....

Circuit Court of Baldwin County
In Equity.

No.

SUMMONS

Amelia B. White

vs.

George R. Reeves and
M. Pearl Reeves.

Stone & Stone,

Solicitor for Complainant

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this 15th
day of May 1926

W R Stewart
Sheriff.

Executed this 18th day of
May 1926

by leaving a copy of the within Summons with
Geo R Reeves and
M Pearl Reeves
Defendant.

W R Stewart
Sheriff.

By _____
Deputy Sheriff.

RECORDED

AMELIA B. WHITE,	:	
	:	
Complainant.	:	IN THE CIRCUIT COURT OF
	:	
-vs-	:	BALDWIN COUNTY, ALABAMA.
	:	
	:	IN EQUITY. NO. _____.
GEORGE R. REEVES and M. PEARL	:	
REEVES,	:	
	:	
Respondents.	:	
	:	

Now come George R. Reeves and M. Pearl Reeves, respondents in the above styled cause, separately and severally, and demur to the bill of complaint as filed herein, and to each and every paragraph thereof, separately and severally, and assign the following separate, several and different grounds of demurrer:

ONE

The bill of complaint does not contain equity.

TWO

Because it is not alleged that the contract sued on was in writing.

THREE

Because it appears from the allegations of the bill of complaint that M. Pearl Reeves is the wife of George R. Reeves, and it is not alleged that the contract sued on was in writing and subscribed by M. Pearl Reeves.

FOUR

Because it appears from the allegations of the bill of complaint that M. Pearl Reeves is the wife of George R. Reeves, and it is not alleged that the contract sued on is in writing or that the signature of the respondent M. Pearl Reeves was witness or acknowledged in the manner prescribed by law.

FIVE

Because it is not alleged that the contract sued on is in

writing signed by the respondent M. Pearl Reeves and her signature witnessed or acknowledged in the manner prescribed by law.

SIX

Because for aught that appears from the allegations of the bill of complaint the respondent M. Pearl Reeves is the wife of the respondent George R. Reeves, and there is no allegation contained in the bill of complaint that the contract sued on is in writing signed by the respondent M. Pearl Reeves and her signature thereto witnessed or acknowledged in the manner provided by law.

SEVEN

Because for aught that appears from the allegations of the bill of complaint the property described therein constitutes the homestead of the respondents and it is not alleged that the contract sued on is in writing or that the signature of M. Pearl Reeves, the wife of the respondent, George R. Reeves, was duly acknowledged in the manner provided by law by an officer authorized to take acknowledgements of deeds.

EIGHT

Because for aught that appears from the allegations of the bill of complaint the property described therein constituted the homestead of the respondent George R. Reeves and his wife M. Pearl Reeves, and it is not alleged that the contract was in writing signed by the respondent M. Pearl Reeves and acknowledged by her in the form provided by law.

NINE

Because it appears from the allegations of the bill of complaint that the respondent M. Pearl Reeves is the wife of the respondent George R. Reeves, and that the property described in the bill of complaint constitutes the homestead of the respondents, and it is not alleged that the contract herein sued on was in writing and signed by the parties respondent in the manner or form provided by law, or acknowledged in the manner or form prescribed by law.

TEN

Because it is not alleged as to when the tender made by the complainant to the respondents was made.

ELEVEN

Because for aught that appears from the allegations of the bill of complaint the tender made by the complainant to the respondents was not made within a reasonable time after the execution of the contract.

TWELVE

Because the allegations that the complainant made a tender to the respondents a short time after the execution of the contract without alleging when or how long after the execution of the same the tender was made constitutes the conclusion of the pleader.

THIRTEEN

Because for aught that appears from the allegations of the bill of complaint the tender made by the complainant to the respondents was not made within a reasonable time after the execution of the contract, and it was because of this fact that the respondents failed or refused to execute the deed.

FOURTEEN

Because it is not alleged that the complainant was ready, willing and able to perform the contract sued on during the time intervening between the date of the execution of the contract and the tender alleged to have been made by her.

FIFTEEN

Because it appears from the allegations of the bill of complaint that the contract sued on was entered into on the 29th day of October, 1925, and that the tender alleged to have been made by the complainant could not have been made prior to the 30th day of January, 1926, and it is not alleged that the complainant was ready, willing and able to perform the said contract during the time intervening between the 29th day of October, 1925, and

the 30th day of January, 1926.

SIXTEEN

Because the duties resting upon the complainant and the respondents under the terms of the said contract were to be simultaneously performed, and the bill of complaint shows on its face that a tender was not made by the complainant to the respondents within a reasonable time after the execution of the contract.

[Handwritten signatures]
~~Attorneys for Respondents.~~

1926

RECORDED

... ..
... ..
... ..
... ..
... ..

Audria B. White
vs
George R. Reeves

Summons

Filed June 16/1926
T. W. McIlwain
Register

RECORDED

INGE & BATES
ATTORNEYS AT LAW
310-11-12-13 VAN ANTWERP BUILDING
MOBILE, ALA.

FRANCIS J. INGE
CECIL F. BATES
FRANCIS H. INGE

June 15th, 1926.

Mr. T. W. Richerson,
Register, Circuit Court,
Bay Minette, Ala.

RE: Amelia B. White
VS: George R. Reeves, et al.

Dear Sir:

We are enclosing herewith demurrers
to be filed on behalf of the respondents in the
above styled matter. We would appreciate your
filing these demurrers and acknowledging receipt of
the same.

Yours very truly,

INGE & BATES,

By

Cecil F. Bates

CFB:FRW
Encl.

INGE & BATES
ATTORNEYS AT LAW
310-11-12-13 VAN ANTWERP BUILDING
MOBILE, ALA.

FRANCIS J. INGE
CECIL F. BATES
FRANCIS H. INGE

May 28th, 1926.

Mr. T. W. Richerson,
Register, Circuit Court,
Bay Minette, Ala.

RE: Amelia B. White
VS: George R. Reeves, et al.

Dear Sir:

The respondents in the above matter have employed our firm for the purpose of defending the action filed in your court. We would appreciate greatly your furnishing us with a copy of the complaint at your earliest convenience.

Yours very truly,

INGE & BATES,

By *Cecil F. Bates*

CFB:FRW

AMELIA B. WHITE,
Complainant,
vs
GEORGE R. REEVES AND
M. PEARL REEVES,
Defendants.

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

To the Honorable T. W. Richerson, Register of the
Circuit Court - Equity Side - of Baldwin County, Alabama:

Comes the complainant in the above styled cause
and respectfully shows that she and the defendants in said cause
have, through their respective solicitors of record, entered into
an agreement in writing, which is hereto attached, that said cause
be dismissed without prejudice.

Wherefore, the complainant moves that the Register
enter an order on the minutes of the Court dismissing said cause
without prejudice.

Respectfully submitted,

AMELIA B. WHITE,
Complainant.

By Gardner, Eshelman & Payne and
Horburne Stone
Her Solicitors of Record.

AMELIA B. WHITE,
Complainant,

-vs-

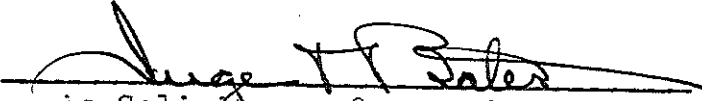
GEORGE R. REEVES AND
M. PEARL REEVES,
Defendants.

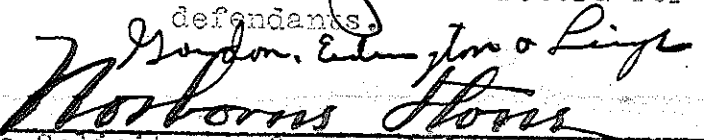
IN THE CIRCUIT COURT-EQUITY SIDE

STATE OF ALABAMA.

BALDWIN COUNTY.

It is agreed by and between Inge & Bates, as Solicitors of record for defendants and Gordon, Edington & Leigh and Norborne Stone, as Solicitors of record for complainant that this cause and the same is hereby dismissed without prejudice.


As Solicitors of record for
defendants.


As Solicitors of record for Complainant.

AMELIA B. WHITE,
Complainant,

vs

GEORGE R. REEVES AND
M. PEARL REEVES,
Defendants.

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

Complainant and defendants having entered into an agreement in writing through their respective Solicitors of Record that the above styled cause be dismissed without prejudice, and complainant having moved that said cause be dismissed pursuant to said agreement, it is ordered by the Register that said cause be, and the same is hereby dismissed without prejudice.

Done this the 2^d day of September, 1926.

T. W. Richmond
Register.

TO THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA, and TO THE HON. JOHN D. LEIGH,
JUDGE OF SAID COURT, SITTING IN EQUITY:-

Your Oratrix, Amelia B. White, brings this, her Bill of Complaint against George R. Reeves and M. Pearl Reeves, and respectfully shows unto the Court and to your Honor:-

1. That Oratrix is over the age of twenty-one years and resides in the City of Boston, in the State of Massachusetts. That the said George R. Reeves and M. Pearl Reeves are over the age of twenty-one years and reside in the County of Baldwin, State of Alabama.

2. That on to-wit: October 29th., 1925, the said George, R. Reeves and M. Pearl Reeves, for a consideration of Seventeen Thousand Dollars (\$17,000.00), Three Hundred Forty Dollars (\$340.00) of which was paid in cash by Oratrix, Eight Thousand One Hundred and Sixty Dollars (\$8160.00) to be paid by Oratrix on delivery of deed and the balance within two years after delivery of deed with interest at 8% per annum, sold or agreed to sell to Oratrix and Oratrix agreed to buy, that certain piece or parcel of land situate in the County of Baldwin, and State of Alabama, as follows:-

Twenty-four acres of land beginning at the southeast corner of Lot Number Five (5) run to boundary line of Lot Number Eight (8) 20.28 chains 10° east 2.68 chains to northwest corner of Lot Number Seven (7) south 76° east 15.60 chains south nine chains to Mobile Bay, thence following meanders of said Bay and Weeks Bay to beginning, in section four in township eight south of range two east.

3. That as aforestated the consideration to be paid by

(page two)

Oratrix to the said George R. Reeves and M. Pearl Reeves for the above described lands was Seventeen Thousand Dollars (\$17,000.00) Three Hundred Forty Dollars (\$340.00) of which was paid by Oratrix contemporaneously with the entering into of said contract and it was agreed that the remaining Sixteen Thousand Six Hundred Sixty Dollars (\$16,660.00) was to be paid as follows: Eight Thousand one hundred Sixty Dollars (\$8160.00) in cash on delivery to Oratrix of a satisfactory deed for the said property and Eight Thousand Five Hundred Dollars (\$8500.00) within two years after the delivery of said deed with interest at the rate of 8% per annum; that the said George R. Reeves and M. Pearl Reeves did not execute and have not executed and delivered to Oratrix any deed conveying to her said land or any part thereof but a short time after the aforementioned contract was entered into between Oratrix and the said George R. Reeves and M. Pearl Reeves, Oratrix, through her attorney, Frank S. Stone, tendered to the said George R. Reeves and M. Pearl Reeves the said sum of Eight Thousand One Hundred and sixty Dollars (\$8160.00) in cash together with warranty deed to be executed by them and a mortgage on the above described land from your Oratrix to the said George R. Reeves and M. Pearl Reeves for Eighty Five hundred Dollars (\$8500.00) with interest at 8% per annum, copies of which deed and mortgage, marked Exhibit "A" and Exhibit "B" are hereto attached and made part hereof as though fully set out herein; that the said George R. Reeves and M. Pearl Reeves refused to accept said tender, refused to execute said deed and refused to accept said mortgage thereby declining and refusing to consummate the trade as agreed upon, notwithstanding the fact that Oratrix was ready, able and willing and offered to comply with her part of said contract.

4. That your Oratrix herewith deposits in this Honorable Court the sum of Eight Thousand One Hundred and Sixty Dollars (\$8160.00), the same being the amount which she had agreed to pay to the said George R. Reeves and M. Pearl Reeves on the execution of deed by them and there is also in the possession of her attorney the mortgage, of which Exhibit "B" hereto is a copy, which mort-

(page three)

gage has been duly executed and acknowledged and is ready for delivery to the said George R. Reeves and M. Pearl Reeves, which deposit is made and which mortgage is held subject to any orders or decrees which this Honorable Court may deem fit or proper to make or render; that your Oratrix hereby subjects the said deposit, said mortgage and herself to the jurisdiction of this Court and hereby offers to do any and all things that may be requested or directed by the Court and is ready, able and willing and hereby offers to do equity and to faithfully perform and carry out any and all orders or decrees that this Honorable Court may make in the premises.

5. That Oratrix hereby calls upon the said George R. Reeves and M. Pearl Reeves for a conveyance by them of the land hereinabove described, Oratrix being ready, able and willing and hereby again offering to do equity and to fully perform everything required or encumbered upon her under and by virtue of the contract aforementioned.

PRAYER FOR PROCESS.

THE PREMISES CONSIDERED, your Oratrix prays that the said George R. Reeves and M. Pearl Reeves be made parties defendant to this Bill of Complaint and that the usual process of this Honorable Court be forthwith issued to them requiring them and each of them to appear, demur, plead to or answer this Bill of Complaint within the time and under the pains and penalties provided by law and by the rules of this Honorable Court.

PRAYER FOR RELIEF.

Oratrix Further prays that upon a final hearing of this cause a decree be made and entered requiring the said George R. Reeves and M. Pearl Reeves to accept the deposit herewith made, the aforementioned mortgage executed by her and to execute and deliver to Oratrix a good and sufficient deed conveying to Oratrix an indefeasible estate in fee simple in and to the lands above mentioned and described or that a decree for specific performance be rendered and that said decree be so framed and drawn that it will, upon Oratrix complying with the orders and decrees of this Honorable Court, operate under Section 6850 of the Alabama Code of 1923, as a deed to convey said lands to Oratrix without any deed

(page four)

being executed by the defendants.

And if Your Oratrix has not asked for the proper relief, Oratrix further prays that she may have such further, other, different and general relief in the premises as the nature of the case may require and as to the Court and your Honor may seem fit.

✓ And Oratrix reiterates that she submits herself to the jurisdiction of this Court and offers to do whatever the Court may consider necessary and proper to be done on her part toward making the decree which she seeks just and equitable to all parties to this suit.

Stone & Stone
Edwinton Gudox & Feys
Solicitors for Complainant.

FOOT NOTE:-

Each of the defendants are required to answer each and every paragraph of the above and foregoing Bill of Complaint from one to five, both inclusive, but not under oath, answer under oath being hereby expressly waived.

Stone & Stone
Edwinton Gudox & Feys
Solicitors for Complainant.

Copy-

PURCHASE MONEY MORTGAGE.

Exhibit "A"

Amelia B. White and Austin
T. White, her husband,

-to-

George R. Reeves.

STATE OF ALABAMA.

BALDWIN COUNTY.

PURCHASE MONEY MORTGAGE.

THIS MORTGAGE, made and entered into on this the 6th. day of January, 1926, by and between AMELIA B. WHITE and AUSTIN T. WHITE, her husband, hereinafter called "The Mortgagors" and GEORGE R. REEVES, hereinafter called "The Mortgagee", WITNESSETH:

THAT WHEREAS, AMELIA B. WHITE, is justly indebted to the Mortgagee in the sum of Eight Thousand, Five Hundred (\$8,500.00) Dollars as balance of purchase price of property hereinafter described, as evidenced by her one Promissory note of even date herewith, executed by AMELIA B. WHITE and payable to Mortgagee at the MERCHANTS BANK, MOBILE, ALABAMA, with interest from date at eight per cent per annum and payable on or before two years after date, with the rights and privilege in said AMELIA B. WHITE to pay all or any part of said note before the same becomes due and when such payment or payments are so made the interest on the amount paid shall cease from date of payment.

NOW THEREFORE in order to secure the prompt payment of said note and all other amounts secured hereby when the same becomes due, the said AMELIA B. WHITE and AUSTIN T. WHITE, her husband, as such Mortgagors for and in consideration of the premises and of the sum of One (\$1.00) Dollar to them in hand paid by the Mortgagee, this day, receipt whereof is hereby acknowledged, have and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Mortgagee the following described real property in Baldwin County, Alabama, viz:-

That certain lot or parcel of land beginning at the southeast corner of lot numbered five and running due west to the East boundary line of lot numbered eight 20.88 chains; thence south 10 degrees East 2.68 chains to Northwest corner of lot numbered seven; thence south 76 degrees East 15.60 chains; thence South 9 chains to Mobile Bay; thence following the meanders of Mobile Bay and Weeks Bay to place of beginning, containing 24 acres, more or less, according to the plat and survey of W. L. Durant of September 5th., 1899 and being lot numbered six in section four, township eight south of range two East. It is the intent of this instrument to describe and convey all that property conveyed to Amelia B. White by George R. Reeves and wife by deed of even date.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Mortgagee his heirs, and assigns forever, and said Mortgagors, for themselves and their heirs, executors and administrators covenant with the said Mortgagee, his heirs and assigns, that they are seized in fee simple of said premises; that they are free from all incumbrances and that they have a good right to sell and convey the same as aforesaid; that they will and their heirs, executors and administrators shall warrant and defend the same to the said Mortgagee, his heirs and assigns, forever against the lawful claims of all persons.

PROVIDED HOWEVER AND THIS CONVEYANCE IS MADE UPON THE EXPRESS CONDITION, that if the said AMELIA B. WHITE shall well

and duly pay or cause to be paid the said note and interest thereon when same becomes due, as well as all other amounts that may be due hereunder, then this conveyance shall cease and become null and void, otherwise to remain in full force and effect, but should the said Amelia B. White fail to pay the said note or the interest thereon or any part thereof when the same becomes due and payable then the said Mortgagee, his heirs, assigns, agents or attorneys are hereby authorized and empowered to sell the property hereby covered at auction, for cash at the front door of the Court House of Bay Minette, Alabama first having given notice of such sale by publication once a week for three successive weeks in some newspaper then published in Baldwin County, Alabama, and at said sale Mortgagee, his heirs, assigns, agents or attorneys may bid and purchase said property as if strangers to this instrument; Conveyance at such sale shall be made to purchaser or purchasers for and in the name of Mortgagors by the Mortgagee or his heirs, assigns, agents or attorneys and as the Attorney-in-Fact for Mortgagors and all title so made the Mortgagors will warrant and defend the same as this title is herein warranted; out of the proceeds of any such sale shall first be paid all costs and expenses thereof, including a reasonable attorneys fee for foreclosure and sale; then there shall be paid off and discharged all amounts due hereunder, together with all interest thereon and then the balance, if any, shall be paid over to said AMELIA B. WHITE.

And the said Mortgagors do further covenant and agree to keep the dwelling house upon said property insured against loss or damage by fire to the amount of Twenty-Five Hundred (\$2,500.00) Dollars, policy to be in some company acceptable to Mortgagors to whom such policy shall be delivered with premiums paid and containing a New York Standard Form Mortgagee Clause with loss payable to Mortgagee as his interest may appear and also to pay all taxes or other legal charges on or against said property before same become delinquent; should Mortgagors fail to take out such insurance and pay the premiums thereon or pay such taxes or other legal charges, then the Mortgagee may do so and all amounts so expended shall be added to and become a part of the debt hereby secured and shall bear interest at eight per cent per annum from date of payment.

IN WITNESS WHEREOF the said Mortgagors hereunto set their hands and seals on the day and year first above written.

WITNESSES:-

(Signed) Amelia B. White SEAL

Montgomery G. Huff.
P. A. Frederick.

Austin T. White SEAL

STATE OF CALIFORNIA.
COUNTY OF

I, Lucy Stanton Huff, a Notary Public in and for said State and County, hereby certify that Amelia B. White, 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 this 6th. day of January, 1926.

(NOTARY SEAL)

Lucy Stanton Huff,
Notary Public, County of Los Angeles,
California.

STATE OF CALIFORNIA.
COUNTY OF

I, Lucy Stanton Huff, a Notary Public, in and for said state and County aforesaid, do hereby certify that on the 6th. day of January, 1926, came before me the within named Amelia B. White, known to me to be the wife of the within named Austin T. White, who, being examined separate and apart from the husband touching her signature to the within instrument acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of her husband.

In witness whereof, I have hereunto set my hand and notarial seal on this 6th. day of January, 1926.

(NOTARY SEAL)

Lucy Stanton Huff,
Notary Public County of Los Angeles,
California.

STATE OF ALABAMA.

BALDWIN COUNTY.

I, Geo. F. Martin, a Notary Public, in and for said state and county, hereby certify that Austin T. White, 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 this January 30th., 1926.

Geo. F. Martin,
Notary Public, Baldwin County, Ala.
Notary Public,
My commission expires December
22, 1926.

(Notary Seal)

STATE OF ALABAMA.
BALDWIN COUNTY.

Copy - Exhibit B

THIS DEED, made and entered into on this the 6th. day of January, 1926, by and between GEORGE R. REEVES and M. PEARL REEVES, his wife, of the first part and AMELIA B. WHITE, of the second part, WITNESSETH:-

That for and consideration of the sum of Three Hundred Forty Dollars (\$340.00) heretofore paid and of the further sum of Eight Thousand One Hundred and Sixty Dollars (\$8,160.00) this day paid to parties of first part by party of second part, receipt whereof is hereby acknowledged, parties of first part have and by these presents do hereby GRANT, BARGAIN, SELL AND CONVEY unto the party of the second part the following described real property in Baldwin County. Alabama, viz:-

That certain lot or parcel of land beginning at the southeast corner of Lot Numbered 5 and running due west to the east boundary line of Lot Numbered Eight, 20.88 chains; thence South 10° east 2.68 chains to the northwest corner of Lot Numbered 7; thence south 76° east 15.60 chains; thence south 9 chains to Mobile Bay; thence following the meanders of Mobile Bay and Weeks Bay to place of beginning, containing 24 acres, more or less, according to the plat and survey of N. L. Durant of September 5th., 1899, and being Lot Numbered 6 in Section four in township eight south of range two east.

To-gether with, all and singular, the rights, members, privileges, tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD, unto the said party of the second part, her heirs and assigns, FOREVER. And the said parties of the first part for themselves and their heirs, executors and administrators, covenant with the said party of the second part, her heirs and assigns, that they are seized in fee simple of said premises; that they are free from encumbrances and that they have a good right to sell and convey the same as aforesaid; that they will and their heirs, executors and administrators shall warrant and defend the same unto the said party of second part, her heirs and assigns, forever against the lawful claims of all persons.

IN WITNESS WHEREOF, parties of first part hereunto set their hands and seals on the day and year first above written.

WITNESSES:-

SEAL

SEAL

STATE OF ALABAMA.

BALDWIN COUNTY.

I, _____, a Notary Public in and for said state and county, hereby certify that George R. Reeves and M. Pearl Reeves, his wife, 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 notarial seal this ___ day of _____, 1926.

(AFFIX SEAL)

Notary Public, Baldwin County, Ala.

STATE OF ALABAMA.

BALDWIN COUNTY

I, _____, a Notary Public in and for said state and county, hereby certify that on the ___ day of _____, 1926, came before me the within named M. Pearl Reeves, known to me to be the wife of the within named George R. Reeves, who, being examined separate and apart from the husband touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband.

In witness whereof, I hereunto set my hand and notarial seal on this the ___ day of _____, 1926.

(AFFIX SEAL)

Notary Public, Baldwin County, Alabama.