

606

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

F. J. Sandaggar and Marie

Lee Sandaggar,

Europe

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 Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by

James Hallie,

against said

F. J. Sandaggar and Marie Lee Sandaggar,

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 27th day of

July, 1926

T. W. Richerson, Register.

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

ERVE ON.....

Circuit Court of Baldwin County
In Equity.

No.

SUMMONS

Jason Hallie,

vs.

F. J. Sandagor and Marie
Lee Sandagor.

Horborne Stone

Solicitor for Complainant

Recorded in Vol. Page

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this 20th
day of July, 1926

Sheriff.

Executed this day of
..... 192.....

by leaving a copy of the within Summons with

Defendant.

Sheriff.

By
Deputy Sheriff.

The State of Alabama,
Baldwin County.

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

To any Sheriff of the State of Alabama—GREETING:

F.S.Sandagger and Mamie

WE COMMAND YOU, That you summon

Lee Sandagger.

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 Summons, and there to answer, plead or demur, without oath, to a Bill of Complaint lately exhibited by Jason Malbis,

against said

F.S.Sandagger and Mamie Lee Sandagger,

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 29th day of

July, 1926.

T. W. Richerson Register.

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

2 Original

RECORDED

SERVE ON
Circuit Court of Baldwin County
In Equity.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this 29th
day of July, 1926

No.

SUMMONS

Jason Malbis,

Sheriff.

Executed this 18th day of
August 1926

by leaving a copy of the within Summons with

~~Mamie Lee Sandagger~~

vs.

Defendant.

F.S. Sandagger and Mamie
Lee Sandagger.

W. R. Stuart
Sheriff.

~~Daphnia~~

By J. T. White
Deputy Sheriff.

Norborne Stone

F. S. Sandagger
not found in Baldwin
County State of Alabama.

Solicitor for Complainant

W. R. Stuart Sheriff
By J. T. White D.S.

Recorded in Vol. Page

RECORDED

JASON MALBIS,
Complainant,

-vs-

F. S. SANDAGGER, MAMIE
LEE SANDAGGER AND F. C.
DOTTERER.

IN THE CIRCUIT COURT-EQUITY SIDE.

STATE OF ALABAMA.

BALDWIN COUNTY.

CAUSE NO. ____.

TO THE HON. THE CIRCUIT COURT-EQUITY SIDE, STATE OF
ALABAMA, BALDWIN COUNTY AND THE HON. JOHN D. LEIGH,
JUDGE THEREOF, SITTING IN EQUITY:-

ORIGINAL BILL OF COMPLAINT:

Comes your Complainant, Jason Malbis, and exhibits this,
his Bill of Complaint, against F. S. Sandagger, Mamie Lee Sand-
agger and F. C. Dotterer and shows unto your Honor and unto this
Honorable Court, as follows:-

FIRST:

That Complainant and all of the defendants are over
the age of twenty one years; that the subject matter of this
cause is real property located in Baldwin County, Alabama; that
your Complainant, Jason Malbis, and the defendants, F. S. Sandag-
ger and Mamie Lee Sandagger are bona fide residents of Baldwin
County, Alabama, residing in or near Daphne, Although the defend-
ant F. S. Sandagger is now and has been for several weeks prior
hereto in Europe; that the residence or whereabouts of the defend-
ant F. C. Dotterer is unknown and cannot be ascertained after dil-
igent inquiry made by complainant to that end but that complain-
ant is informed and believes and alleges upon such information and
belief that said F. C. Dotterer is a non-resident of the State of
Alabama.

SECOND:

That on heretofore to-wit: May 24th., 1926, complain-
ant and the defendants F. S. Sandagger and Mamie Lee Sandagger,
entered into a written agreement whereby the defendants F. S. San-
dagger and Mamie Lee Sandagger, his wife, agreed to convey to com-
plainant by full warranty deed in Alabama form free from all en-
cumbrances and liens, the following described property in the Vill-
age of Daphne, Baldwin County, Alabama, to-wit:-

(page two)

Lots Nos. 11 and 12 in the James W. O'Neal Addition to the Town of Daphne, each being 50 feet wide, lot 11 with a depth of 290 feet and lot 12 with a depth of 280 feet, bounded north by lot 10, south by lot 13, east by Lovett Avenue and west by Mobile Bay, all in section nineteen in township five south of range two east, as per plat of said Town of Daphne recorded in Miscel or Map Book No. 1, at page 329, being the same property purchased from Mable Jones Schocke and William Schocke, her husband, on the 21st. day of March, 1921, a deed to which is recorded in Book 33 N. S., page 75; "

that the consideration of said agreement was the sum of Five Hundred Dollars (\$500.00) paid in cash by complainant to these two defendants and the mutual covenants contained herein; that said contract was duly recorded and is now of record in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 40 N. S., pages 130-1 and a copy of the same is hereto attached, marked Exhibit "A" and made a part of this Bill of Complaint.

THIRD:

That shortly after the execution of said agreement and while the same was in force, your complainant, being informed that the defendant F. S. Sandagger was about to remove himself from the jurisdiction of this Court in that he was going to Europe, demanded of the said F. S. Sandagger the abstract covering said property and which was to be furnished under said agreement; that the said F.S.Sandagger wholly failed and refused to furnish said abstract and did remove himself and now is beyond the jurisdiction of this Court in that he is now somewhere in Europe.

FOURTH:

That despite the failure and refusal to furnish and deliver the abstract for the said property as agreed under said contract, your complainant, at his own expense, had the records examined and an abstract for said property prepared and the title to the said property is satisfactory and acceptable to your complainant subject to a deed from the said F.S. Sandagger to the defendant F. C. Dotterer covering said property, of date November 20th., 1922 and of record in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 32 N. S., page 498.

(page three)

FIFTH:

That the record of said deed from the said F. S. Sandagger to F. C. Dotterer was discovered by your complainant prior to his demand for the said abstract and at the time the demand was made for the abstract your complainant inquired of the said F. S. Sandagger as to this deed and was informed by him that the said deed was without consideration and that the legal title to said property was held by the said Dotterer for F. S. Sandagger who was the true and equitable owner thereof and upon the consummation of the sale of the said property under the contract with complainant a full conveyance from the said Dotterer would be duly recorded in the office of the Judge of Probate of this county; that he, the said Sandagger, had already in his possession or available a deed to him from the said Dotterer.

SIXTH:

Your complainant alleges and avers that he has been and now is ready, able and willing to fully comply with the terms of said agreement of May 24th., 1926, subject only to the proper reconveyance from the said Dotterer which your complainant alleges and avers should in equity be made in that the said deed to the defendant Dotterer was wholly without consideration and said deed was made to and the title to said property was held by the defendant Dotterer for the benefit of the defendant F. S. Sandagger and that the legal title should be vested in the said Sandagger; that despite your complainant being ready, able and willing to carry out the said agreement of May 24th., 1926, the defendant F. S. Sandagger has wholly failed and refused to perform the undertakings on his part in said contract in that he has removed himself from this county and state, thereby making it impossible for your complainant to make or tender the payment or to tender the deed or to otherwise carry out the said agreement with the said F. S. Sandagger; that in and by the terms of said agreement it was and is provided that your complainant should have sixty days after the date thereof to purchase said property and your complainant is informed and believes and alleges upon such information and belief that the said F. S. Sandagger will not

(page four)

return within the said sixty day period which will expire on to-wit: July 24th., 1926, and that this Bill of Complaint is filed within said period.

SEVENTH:

That your complainant herewith deposits in this Honorable court the sum of One Thousand Dollars (\$1,000.00), being the cash payment provided for by said contract and submits himself to the jurisdiction of this Court, offering to do whatever may be required by him in connection with the specific performance of said contract and the other relief herein sought.

PRAYER FOR PROCESS AND RELIEF.

THE PREMISES CONSIDERED, your complainant prays that there be issued all necessary summons and orders to make the said F. S. Sandagger, Mamie Lee Sandagger and F. C. Dotterer party defendants in this cause, requiring them to appear and plead, answer and demur within the time and under the pains and penalties provided by law and the rules and practices of this Honorable Court.

That upon a final hearing hereof your Honor will render, adjudge and decree that the legal title to said property, as against the defendant Dotterer, is vested in F. S. Sandagger; that the defendants F. S. Sandagger and Mamie Lee Sandagger be required to fully carry out and perform their said contract with your complainant upon complainant executing and delivering into this Court the note and mortgage called for by said contract, and that upon the said defendants failing to so carry out said contract within a reasonable time to be fixed by this Court that the Register be authorized and empowered so to do for and in the name of the said F. S. Sandagger and Mamie Lee Sandagger; that your Honor will allow to your complainant a reasonable sum for the cost of the preparation of said abstract and order the same to be paid over to the complainant out of the One Thousand Dollar cash payment which is deposited in this Court and that in the event of complainant being mistaken in the relief herein sought, there be granted unto him such other, further and different relief to which he may be entitled, in equity and good conscience; and, as in duty bound, your complainant will ever pray, etc.



Attorney for Complainant.

(page five)

FOOT NOTE:-

The defendants are required to answer each and every paragraph of the foregoing Bill of Complaint from first to seventh, both inclusive, but answer under oath is hereby expressly waived.

Worburn How
Solicitor for Complainant.

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned authority, personally appeared Norborne Stone, who is known to me and who, after being by me first duly and legally sworn, doth depose and say under oath:-

That his name is Norborne Stone and he is the agent and attorney of record for Jason Malbis in the matter of Jason Malbis complainant, versus F. S. Sandagger, Mamie Lee Sandagger and F. C. Dotterer, defendants in the Circuit Court Equity side, Baldwin County, Alabama; that he is informed and believes and states upon such information and belief that the defendant F. C. Dotterer is over the age of twenty-one years and is a non-resident of the State of Alabama; that the particular address of the said F. C. Dotterer cannot be ascertained by affiant although he has made diligent inquiry to that end; that said affiant is fully and duly authorized to make this affidavit as the agent and attorney of record aforesaid.

Norborne Stone

Sworn to and subscribed
Before me, a Notary Public
whose seal is hereto affixed
this 23rd. day of July, 1926.

Charles R. Hall Jr.
Notary Public, Baldwin County, Alabama.

Copy - Exhibit "A"

STATE OF ALABAMA.

BALDWIN COUNTY.

THIS AGREEMENT, made and entered into in duplicate on this the 24th. day of May, 1926, by and between F. S. SANDAGGER and MAMIE LEE SANDAGGER, his wife, parties of the first part and JASON MALBIS, party of the second part, WITNESSETH:-

That for and in consideration of the sum of Five Hundred Dollars (\$500.00) in hand paid to the parties of the first party by party of second part, the receipt whereof is hereby acknowledged, said parties of first part hereby agree to convey by full warranty deed in Alabama form free from all encumbrances and liens, to the party of the second part, or to any person, firm or corporation that said party of the second part may designate, at any time on or before 60 days after date, for the sum of Five Thousand Five Hundred Dollars (\$5,500.00) of which sum the said payment of \$500.00 this day made shall be deducted as part of the purchase price, the following described property in the Village of Daphne, Baldwin County, Alabama, to-wit:-

† Lots Nos. 11 and 12 in the James W. O'Neal Addition to the Town of Daphne, each being 50 feet wide, lot 11 with a depth of 290 feet and lot 12 with a depth of 280 feet, bounded north by lot 10, south by lot 13, east by Lovett Avenue and west by Mobile Bay, all in section nineteen in township five south of range two east as per plat of said town of Daphne recorded in Misc. or Map Book No. 1 at page 329, being the same property purchased from Mable Jones Schocke and William Schocke, her husband, on the 21st. day of March, 1921, a deed to which is recorded in Book 33 N. S. page 75. ✓

The aforesaid consideration to be paid as follows: One Thousand Dollars (\$1,000.00) when deed is delivered as herein provided, balance of Four Thousand Dollars (\$4,000.00) Payable on or before one year after date of delivery of deed secured by note and mortgage payable on or before said dates, and deferred payments to bear interest at 6% from date until paid.

Said parties of first part hereby agree to furnish said purchaser a good and merchantable abstract of title to said property showing that the same is free from all liens and encumbrances and taxes to date of sale and to surrender the peaceable possession of said property on compliance with the terms of sale hereinafter agreed upon and also to furnish said party of second part with satisfactory evidence that there is no outstanding option, lease or encumbrance upon said property. Upon the furnishing of said abstract by party of first part, the said party of the second part shall have 30 days from the furnishing of said abstract as above set out in order that his attorneys may examine said abstract and if said abstract shows that an indefeasible estate in fee simple free from encumbrances, then the deed shall be delivered upon the payments above noted and the delivery of a mortgage and notes for the deferred payments.

In case said abstract fails to show a good merchantable title in fee simple free from liens and encumbrances, the parties of the first part hereby contract and agree to repay to party of second part the sum of \$500.00 this day paid on account of purchase price. Provided however, that in all events the party of second part has the right to waive any informality and to have the deed closed.

Witness our hands and seals in duplicate this 24th. day of May, 1926.

Witness:-
Frank S. Stone.

(Signed)

F. S. Sandagger (Seal)
Jason Malbis (Seal)
Mamie Lee Sandagger (Seal)