2985

ANSWER TO INTERROGATORIES

BERNICE B. BOYD,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA.
JAMES M. COLIDIS, MAJORIE ELLEN COLIDIS, DEAN G. ALMON, and ELLEN D. ALMON, jointly and individually,	)	IN EQUITY
	)	CASE NO. 2985.
Respondents.	)	

Comes now the Respondents, James M. Colidis and Majorie Ellen Colidis, and for answer to the interrogatories propounded to them, say:

That they have no personal knowledge which will enable them to answer the interrogatories heretofore propounded to them, except that they are now the record owners and are in possession of the property referred to therein.

James M. Colidis

Marjorie Ellen Colidis

STATE OF ALABAMA)

BALDWIN COUNTY)

Before me, the undersigned authority, in and for said State and County personally appeared James M. Colidis and Majorie Ellen Colidis, who being by me first duly sworn, deposes and says: That the answer herein made to the interrogatories propounded to us are true and correct.

James M. Colidis

Marjorie Ellen Colidis

Sworn to and subscribed before me this 8 day of May, 1953.

Mary J. Wilters, Jr.
Notary Public

ANSWER TO INTERROGATORIES

BERNICE B. BOYD,

RECORDED

Complainant,

VS.

JAMES M. COLIDIS, MAJORIE ELLEN COLIDIS, DEAN G. ALMON, and ELLEN D. ALMON, jointly and individually,

Respondents.

- - - - - - - - - - - - - - - - - - -

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY

CASE NO. 2 985.

FILED
MAY 18 1953
ALICE J. BUCK, Register

Copy Mailed

BERNICE B. BOYD,	:	IN THE CIRCUIT COURT OF
Complainant,	:	BALDWIN COUNTY, ALABAMA.
vs.	:	IN EQUITY
JAMES M. COLIDIS, MAJORIE ELLEN COLIDIS, DEAN G. ALMON, and ELLEN D. ALMON, jointly and individually,	:	NO. 2985
Respondents,	:	

TO THE HONORABLE JUDGE OF SAID COURT IN EQUITY SITTING:

Comes now the Complainant, Bernice B. Boyd, by and through her attorney of record, and pursuant to the authority of the provision of Equity Rule 39 of Title 7 of the 1940 Code of Alabama, propounds and exhibits the following interrogatories to the Respondent, Dean G. Almon:

1. Please state whether or not you sold, entered into a contract to sell, conveyed, transferred in any manner whatsoever, all or any portion of the land referred to in the bill of complaint, to the Complainant.

2. If your answer to No. 1 is yes, please state the date on which this occurred, and describe the instrument executed by you in connection therewith.

3. Please attach hereto a copy of the instrument referred to in No. 2.

4. Please state whether or not this transaction was recorded, and if your answer is yes, please state where, giving book and page number.

5. Please state the exact amount of the consideration for the aforesaid transaction which has been paid to you by the Complainant or her agent, giving date and amount of each individual payment.

6. Please state whether or not any proceedings of any nature whatsoever were commenced by you for the recovery of this land.

7. If your answer to the foregoing interrogatory is yes, please describe in detail these proceedings, giving the date commenced, the Court in which they were commenced, the date on which you took possession of this land, your means of taking possession, and all other facts surrounding these proceedings.

8. Please state whether or not you sold all or any portion of the aforesaid land.

9. If your answer to the foregoing interrogatory is yes, please state to whom this land was sold, for what consideration, whether or not this was at a public sale, whether or not the sale was advertised, and the exact date of the sale.

10. Please state whether or not demand was made upon you for a written statement of the debt and all lawful charges against the Complainant arising out of the foreclosure or recovery of the land described in the complaint by you.

11. If your answer to the foregoing interrogatory is yes, please state whether or not you furnished this statement.

12. Please state whether or not the Complainant herein rendered possession of the property referred to in the complaint, or any portion thereof, in accordance with the terms of the instrument whereunder she purchased the said property.

13. Please give the names of the present record owners of the property, or any portion thereof, described in the complaint, and state whether or not they are now in possession, and attach hereto a copy of the instrument whereunder they have purchased or are purchasing the said property or any portion thereof.

Joseph M. Hocklander
Solicitor for Complainant

STATE OF ALABAMA:

COUNTY OF MOBILE:

Before me, the undersigned authority, in and for said state and county, personally appeared Joseph M. Hocklander, solicitor for the Complainant, being by me first duly sworn, doth on oath depose and say that the answers to the foregoing interrogatories addressed to the Respondent, Dean G. Almon, in this cause, will be material testimony for the Complainant in this cause if the same are fully and truthfully answered by the said Respondent.

Joseph M. Hocklander

Subscribed and sworn to before me
on this 6 day of May, 1953.

Alexander Freeman
Notary Public Mobile County Alabama

2985

RECORDED

Bernice E. Boyd

vs.

James M. Colidis et als.

Interrogatories.

Received in Sheriff's Office
this 7 day of May 1953
TAYLOR WILKINS, Sheriff

Received ____ day of ____ 19____
and on 8 day of May 1953
served a copy of the within Interrogatories on James M. Colidis, Magonis Colidis & Peter Almon & Ellen P. Almon Donnelly individually.
service on
TAYLOR WILKINS, Sheriff
By Ellleigh Blandford D.S.

FILED
MAY 7 1953
ALICE J. DUCK, Register

BERNICE B. BOYD,	:	IN THE CIRCUIT COURT OF
Complainant,	:	BALDWIN COUNTY ALABAMA
vs.	:	IN EQUITY
JAMES M. COLIDIS,	:	NO._____
MAJORIE ELLEN COLIDIS,	:	
DEAN G. ALMON, and	:	
ELLEN D. ALMON, jointly	:	
and individually	:	

TO THE HONORABLE JUDGE OF SAID COURT IN EQUITY SITTING:

Humbly complaining comes your complainant and respectfully shows unto this Honorable Court as follows:

1. That your respondents are all over the age of twenty-one years and are all residents of Baldwin County Alabama.

2. That heretofore in to-wit: the year 1949, your complainant purchased certain real property from the respondents Dean G. Almon and Ellen D. Almon, more particularly described as to-wit:

> Lots 12, 13, 14, 15, and 16 in Block #3 Southport Division of Gulf Shores as per plat recorded in Map Book I Page 151 of the Baldwin County Probate Court Records.

3. That at the time of said purchase the said Dean G. Almon and Ellen D. Almon reserved a vendor's lein on said property, and that subsequently the said Dean G. Almon and Ellen D. Almon did proceed to exercise the power of sale contained in said vendor's lein and did sell said property on or about, to-wit: the 1st day of April, 1951.

4. That your complainant surrendered possession of said property and is entitled to redeem said land sold under the power of sale as above alleged.

5. That your respondents James M. Colidis and Majorie Ellen Colidis are now the record owners of said property purchasing same under a vendor's lein deed from the said Dean G. Almon and Ellen D. Almon.

6. That on or about to-wit: the 21st day of March, 1953, your complainant served on the said respondents, a written demand for a statement in writing of the debt, and all lawful charges claimed by them, but the said respondents did not within 10 days after the making of such demand furnish your complainant a written statement of the debt and all lawful charges claimed by them; and said statement not having been furnished within the time required by law your complainant files this bill and offers to pay such debt and purchase price, and all lawful charges claimed by the said respondents as may be ascertained by the decree of this Court to be due and payable to the purchaser at said sale, the said respondents, in order to make said redemption; and your complainant further submits herself to the jurisdiction of this Court in the premises, and offers to do equity as may be determined by the Court.

The premises considered, your complainant makes party defendants to this bill of complaint the said respondents and prays that a writ of subpoena issue out of this honorable court to be served upon them, requiring them to answer, plead or demur to this bill of complaint within the time required by law, or failing therein that the same may be taken as confessed by them, and upon a hearing your complainant most respectively prays that Your Honor will make and enter a decree that your complainant is entitled to redeem the lands sold under the power of sale in said mortgage and purchased by the said defendents. That a reference be ordered held by the Register of this Court to ascertain the amount necessary to be paid by your complainant into this Court for the purpose of redeeming the said lands, and upon the coming in of said report from the Register and the payment into Court of the amount ascertained by the decree of this Court to be necessary to redeem the said lands, that the Register be ordered by a decree of this Court to make,

execute, and deliver to this complainant a deed conveying to her in the name of the respondents the said lands. And your complainant prays for such other, further or different relief to which in equity she may be entitled.

Joseph M. Hawkins
Solicitor for Complainant

Respondents' addresses:

Gulf Shores Alabama

No 2985

FILED

3-31-53

ALICE J. BUCK, Register

SUMMONS Form 1531-3 McQuiddy Printing Co., Nashville, Tenn.

The State of Alabama, _____ County

IN CIRCUIT COURT, IN EQUITY

To any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon James M. Colidis, Dean G. Almon and Ellen D. Almon

to appear and answer, plead, or demur, within thirty days from the service hereof, to a Bill of Complaint filed in said Circuit Court, in equity, for said County of said State by Bernice E. Boyd

against James M. Colidis eta als

Herein fail not. Due return make of this writ as the law directs.

Witness this 31st day of March, 19 53

[illegible], Register.

(Defendant is entitled to a copy of the bill on application to the Register.)

Code 1922-6528-6529

No. 2985 RECORDED Page

RECORDED

The State of Alabama

..... COUNTY.

IN CIRCUIT COURT, IN EQUITY

BERNICE B. BOYD

vs.

JAMES M. COLIDIS ET ALS

SUMMONS

Returned by the Sheriff and filed in office, this the.....day of....., 19.....

....., Register.

FILED

3-31-53

ALICE L. BUCK, Register

Received in office, this the 1 day of April, 1953

Taylor Williams, Sheriff.

I have executed the within by leaving a copy thereof with

James M. Colidis

Majorie Ellen Colidis

Dean G. Aemon

Ellen D. Aemon

defendant named herein, on this the 2 day of April, 1953

Taylor Williams Sheriff.

By Pellegrin Steadham, Deputy.

ANSWER

BERNICE B. BOYD,	)	
Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA.
JAMES M. COLIDIS, MAJORIE ELLEN COLIDIS, DEAN G. ALMON, and ELLEN D. ALMON, jointly and individually,	)	IN EQUITY
	)	CASE NO. _____.
Respondents.	)	

Comes now the Respondents, James M. Colidis, Majorie Ellen Colidis, Dean G. Almon and Ellen D. Almon, jointly and individually, and for answer to the Complaint heretofore filed against them says:

1.

That they admit the allegations contained in aspect 1 and 5 of the Complaint.

2.

That they deny aspect 2, 3 and 4 in this Bill of Complaint and demand strict proof thereof.

3.

Respondents neither admit nor deny aspect number 6 of this Bill of Complaint but demand strict proof of the same.

WILTERS & BRANTLEY

By: Gilbert M Brantley
Solicitors for Respondents.

2985 RECORDED

ANSWER

BERNICE B. BOYD,

Complainant,

VS.

JAMES M. COLIDIS, MAJORIE ELLEN COLIDIS, DEAN G. ALMON, and ELLEN D. ALMON, jointly and individually,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY

CASE NO. _____.

FILED

4-10-57

ALICE J. DUCK, Register

ANSWER TO INTERROGATORIES

BERNICE B. BOYD,	)	
	)	
Complainant,	)	IN THE CIRCUIT COURT OF
VS.	)	BALDWIN COUNTY, ALABAMA.
JAMES M. COLIDIS, MAJORIE ELLEN COLIDIS, DEAN G. ALMON, and ELLEN D. ALMON, jointly and individually,	)	IN EQUITY
	)	CASE NO. 2985
Respondents.	)	
	)	

Comes now the Respondents, Dean G. Almon and Ellen D. Almon, and for answer to the interrogatories propounded to them, say:

1.

Yes.

2.

January 29, 1949. - Purchase and Sale contract.

3.

See attached copy

4.

No.

5.

Equity in house in Birmingham - March 30, 1949, $2250.00 - July 30, 1949, $250.00.

6.

Yes.

7.

Unlawful detainer - Justice of the Peace Court, Foley, Alabama. Possession turned over by Sheriff October 25, 1949.

8.

Sold all.

9.

On advice of Solicitors Respondents refuse to answer this question.

10.

Yes.

11.

No.

12.

This question is in-coherent.

13.

The record owners are James M. Colidis and Majorie Ellen Colidis and they are in possession.

Dean G. Almon
Ellen D. Almon

STATE OF ALABAMA)
BALDWIN COUNTY)

Before me, the undersigned authority, in and for said State and County personally appeared Dean G. Almon and Ellen D. Almon, who being by me first duly sworn, deposes and says: That the answers herein made to the interrogatories propounded to us are true and correct.

Dean G. Almon
Ellen D. Almon

Sworn to and subscribed before me this 8 day of May, 1953.

Ellen L. Kang J. Williams
Notary Public

State of Alabama)
Baldwin County)

This contract of purchase and sale made and entered into in duplicate this 29 day of Jan. 1949, by and between Bernice E. Boyd, hereinafter called Purchaser, and Dean G. Almon and wife Ellen D. Almon, hereinafter called Sellers;
WITNESSETH: In consideration of the premises and the mutual covenants herein contained it is agreed by and between said parties as follows:

1. The Sellers agree to sell to the Purchaser the following described property in Baldwin County, Alabama;

> Lots 12, 13, 14, 15 and 16 in Block 3 of Southport Unit of Gulf Shores, Ala. as shown on a map thereof recorded in Map Book I Page 151 in the Probate Office of Baldwin County, Alabama, including all fixtures and equipment of a restaurant located thereon a list of said fixtures being attached hereto and made a part hereof the same as if written herein.

The Sellers agree to pay all taxes for the year 1948, to transfer to Purchaser all insurance now in force on said property and to give Purchaser a clear title to same, all the above being contingent on this transaction being closed on or before March 28, 1949.

2. In consideration of the above Purchaser agrees to give to Sellers on the execution of this contract and as a part of the earnest money or down payment on the above property a warranty deed, subject to a mortgage thereon which Sellers agree to assume, to that certain house and lot in Birmingham, Ala., located at 2930 Norwood Blvd. and fully described in that certain warranty deed from John A. Barranco et als executed on or about March 14, 1947, and recorded in Deed Book 3876 Page 99 in the Office of the Probate Judge of Jefferson County, Alabama, which full description is made a part of this instrument the same as if written herein. It is specifically understood and agreed that should this transaction fail of consumation for any fault whatsoever on the part of the Purchaser, including failure of Purchaser's husband to execute the mortgage hereinafter provided for title to said Birmingham property shall remain in Sellers as liquidated damages for failure to carry out this contract.

Purchaser further covenants and agrees to: pay the Sellers $5,000.00 cash on or before said March 28, 1949, failing which Sellers may declare this contract void and immediately repossess said Baldwin County property and Purchaser hereby waives any notice required by law for the recovery of said possession; to pay the further sum to Sellers of $11,000.00 in 3 equal sums represented by 3 promissory bearing 5% interest payable when the principal sums are payable, the first note payable April 1, 1950, the second note payable April 1, 1951, and the third note payable April 1, 1952, with the right to Purchaser to pay any part or all of said $11,000. at any time with interest to date of payment said notes to be secured by a First Mortgage on said property and equipment herein described; to insure said property for fire and storm

in an amount equal to two-thirds of the amount of the unpaid balance; not to commit or permit waste on said property and to maintain said premises and equipment in as good condition as now exists natural wear and tear excepted. Purchaser further agrees to pay all notes on said Birmingham property through January 1949, to pay all 1948 taxes due thereon, to assign, set over and transfer all insurance now in force on said Birmingham property and to pay any debts outstanding for alterations and repairs.

In Witness Whereof we have hereunto set our hands and seals on the date above written.

Bernice E. Boyd L. S.
Purchaser

Dean G. Almon L. S.
Seller

Ellen D. Almon L. S.
Seller

State of Alabama)
Baldwin County)

I, Robert M. Mundine a Notary Public in and for said State and County, hereby certify that Bernice E. Boyd, Dean G. Almon and wife Ellen D. Almon whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that, being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 29 day of Jan. 1949.

Robert M. Mundine, (SEAL)
Notary Public

RECORDED

ANSWER TO INTERROGATORIES

BERNICE B. BOYD,

Complainant,

VS.

JAMES M. COLIDIS et als.,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY

CASE NO. 2985.

2985