

1276

LIS PENDENS NOTICE

W. F. MANDRELL,
Complainant,
VS.
GEORGE A. DIETZ,
Respondent.

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

TO WHOM IT MAY CONCERN:

Notice is hereby given that the said Complainant did on this date file against the said Respondent in the Circuit Court of Baldwin County, Alabama, in Equity, a Bill of Complaint in which he alleged in substance that the said Respondent owns the following described real property in Baldwin County, Alabama, to-wit:

That certain tract or parcel of land situated on the East bank of Magnolia River in Section 33, Township 7 South Range 3 East, described as follows:
From the intersection point of Sections 27, 28, 33 and 34, Township 7 South Range 3 East, run South 660 feet to a point; thence West 1795 feet to a point; thence South 18 degrees 30 minutes East 245 feet to a point; thence South 70 degrees 15 minutes West 250 feet to a point; thence South 23 degrees 45 minutes East 63.36 feet for a point or place of beginning; thence North 66 degrees East 241.56 feet to a point; thence South 18 degrees 30 minutes East 176.8 feet to a point; thence South 68 degrees West 594.66 feet to a point on Crystal Lake on Magnolia River, thence Northeasterly following the meanders of said lake or river 235 feet to a point; thence North 66 degrees East 198 feet to the point or place of beginning, containing 1.94 acres and being the same property conveyed by Edna E. Dowty and Wm. D. Dowty to Kate S. Scott by deed dated April 27, 1908 and recorded in Deed Book 14 N. S. at page 61 Baldwin County Records, and by Kate S. Scott to the above named George A. Dietz by deed dated February 24, 1912 and recorded in Deed Book Number 29 N. S. at pages 233-4, Baldwin County Records.

That the Respondent agreed to sell and convey the said property to the Complainant; that the Respondent now refuses to comply with his said contract because he claims that he cannot obtain the signature of his wife to the deed conveying the property to the said Complainant. The Complainant offers to do equity, prays that the said contract be specifically enforced, that the purchase price be abated in the event Respondent is unable to obtain conveyance of his wife's interest in the property or that Complainant be given

indemnity against such encumbrance and for general relief.

All persons are cautioned against purchasing the said property or acquiring any interest in it in any way subject to the rights of the Complainant.

Dated this 3rd day of February, 1945.

J. B. Blackman
Solicitor for Complainant.

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OFFICE OF THE REGISTER
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2-3-45

LIS PENDENS NOTICE

W. F. MANDRELL, 19
Complainant,
VS.
GEORGE A. DIETZ, 65
Respondent.

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

STATE OF ALABAMA, BALDWIN COUNTY
Filed 2/3/45 11:15 a.m.
Recorded in Dis Pen book 1 page 241
and I certify that the following Privilege Tax has
been paid.
Deed Tax
Mortgage Tax
W. R. Stuart
Judge of Probate
By LSW

R 65 R. S. Duck

CONTRACT FOR COMPLETION

2-3-45

DEED FILED BY TAX OR REQUISITE 1945

THE STATE OF ALABAMA

BLADES OF SCISSORS IS IMPROPER TO IT IN ANY WAY SUBJECT TO

ALL BEFORE IS A CONTRACT AGAINST BUYING AND SELLING

PROPERTY OF STATE AND PROSECUTION FOR REVENUE

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon George A. Dietz to appear within thirty days from the service of this writ in the Circuit Court to be held for said County, Equity Side, at the place of holding same, and then and there plead to, answer or demur to the Bill of Complaint filed against him by W. F. Mandrell.

Witness my hand this 3rd day of February, 1945.



Register.

*Respondent resides
at Magnolia Springs, Alabama*

TO THE HONORABLE F. W. HARE, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, SITTING IN EQUITY:

Your Orator, W. F. Mandrell, presents this Bill of Complaint against George A. Dietz and thereupon your Orator complains and shows unto the Court and your Honor as follows:

1. Your Orator and the Respondent are each over twenty-one years of age. Your Orator is a resident of Mobile County, Alabama and the Respondent is a resident of Baldwin County, Alabama.

2. The Respondent, George A. Dietz, owns the following described real property situated in Baldwin County, Alabama, to-wit:

That certain tract or parcel of land situated on the East bank of Magnolia River in Section 33, Township 7 South Range 3 East, described as follows:

From the intersection point of Sections 27, 28, 33 and 34, Township 7 South Range 3 East, run South 660 feet to a point; thence West 1795 feet to a point; thence South 18 degrees 30 minutes East 245 feet to a point; thence South 70 degrees 15 minutes West 250 feet to a point; thence South 23 degrees 45 minutes East 63.36 feet for a point or place of beginning; thence North 66 degrees East 241.56 feet to a point; thence South 18 degrees 30 minutes East 178.8 feet to a point; thence South 68 degrees West 594.66 feet to a point on Crystal Lake on Magnolia River, thence Northeasterly following the meanders of said lake or river 235 feet to a point; thence North 66 degrees East 198 feet to the point or place of beginning, containing 1.94 acres and being the same property conveyed by Edna E. Dowty and Wm. D. Dowty to Kate S. Scott by deed dated April 27, 1908 and recorded in Deed Book 14 N. S. at page 61 Baldwin County Records, and by Kate S. Scott to the above named George A. Dietz by deed dated February 24, 1912 and recorded in Deed Book Number 19 N. S. at pages 233-4, Baldwin County Records.

That prior to October 31, 1944 the Respondent, George A. Dietz, employed W. D. Stapleton, of Bay Minette, Alabama, as an agent or broker for him to sell the above described property and after the said W. D. Stapleton was employed to sell the said property he contacted your Orator and after considerable negotiations the Respondent, George A. Dietz, did, by contract dated October 31, 1944, contract and agree to sell the above described property to your Orator as will fully appear from the said contract, a copy of which is hereto attached marked Exhibit "A" and by reference made a part hereof as though fully incorporated herein. At the time the said contract was made the sum of One Hundred Dollars (\$100.00) was paid by your Orator to the Respondent.

3. After the said contract was made and after the said

sum of One Hundred Dollars (\$100.00) was paid by your Orator to the Respondent the terms of sale were changed by mutual agreement of the parties so that your Orator would pay Two Thousand Dollars (\$2,000.00) as the first payment on the said property, at which time your Orator was to receive from the Respondent and his wife, a Warranty Deed to it and the balance of the purchase price amounting to Six Thousand Dollars (\$6,000.00) with interest was to be secured by a Purchase Money Mortgage on the said property from your Orator and his wife to the Respondent, payable August 1, 1945. Your Orator had a Warranty Deed conveying the said property to him prepared and presented it to the Respondent, George A. Dietz, who executed it before Claude Peteet, a Notary Public in and for Baldwin County, Alabama and thereafter the said instrument was sent by your Orator to the Respondent's wife. At the time the said deed was sent your Orator deposited with the Farmers and Merchants Bank in Foley, the sum of Two Thousand Dollars (\$2,000.00) and the said Purchase Money Mortgage, at which time he received from the said Bank a receipt therefor, a copy of which is hereto attached, marked Exhibit "B" and by reference made a part hereof as though fully incorporated herein.

4. A few days ago the Respondent, George A. Dietz, notified your Orator that he could not carry out the terms and provisions of his contract or agreement because of the fact that his wife had refused to sign the deed conveying the property to your Orator. The said property does not constitute the homestead of Josephine C. Dietz, wife of the said George A. Dietz.

5. After making the said agreement with the said Respondent, your Orator has incurred considerable expense in insuring the property and in the preparation of deed, mortgage and other instruments necessary to carry out the terms and provisions of his agreement with the Respondent.

6. Your Orator offers to do equity.

PRAYER FOR PROCESS

Your Orator prays that the Court will take jurisdiction of the cause made by this Bill of Complaint and that due notice thereof be given to the Respondent, George A. Dietz, in the form and manner prescribed by law, requiring him to appear and plead to, answer or demur to the said Bill of Complaint within the time and under the pains and penalties prescribed by law and the practice of this Honorable Court.

PRAYER FOR RELIEF

THE PREMISES CONSIDERED, your Orator prays for the following separate and several relief:

1. That the Complainant be required to specifically perform his said contract with your Orator and convey the above described property to your Orator free of and from all encumbrance.

2. In the event a release of Respondent's wife's dower right cannot be procured that the conveyance from the Respondent to your Orator be made subject to that right with an equitable abatement of the purchase price to the extent of the value of such encumbrance or give to your Orator an indemnity against the dower interest of the wife of the said Respondent.

3. Your Orator further prays for such other, further and general relief as he may be equitably entitled to the premises considered.

J. B. Blackman
Solicitor for Orator.

PRAYER FOR PROCESS

Your Oration prays that the Court will take jurisdiction of the cause made by this Bill of Complaint and that due notice thereof be given to the Respondent, George A. Metz, in the form and manner prescribed by law, requiring him to appear and plead to answer or demur to the said Bill of Complaint within the time and under the pains and penalties prescribed by law and the practice of this Honorable Court.

PRAYER FOR RELIEF

THE PREMISES CONSIDERED, Your Oration prays for the following separate and several reliefs:

1. That the Complaint be required to specifically perform his said contract with your Oration and convey the above described property to your Oration free of and from all encumbrances.
2. In the event a release of Respondent's wife's power

right cannot be procured, the conveyance from the Respondent to your Oration be made subject to that right with an equitable abatement of the purchase price to the extent of the value of such encumbrance or give to your Oration an indemnity against the power interest of the wife of the said Respondent.

3. Your Oration further prays for such other and general relief as he may be equitably entitled to the premises considered.

Handwritten signature and date:
 J. B. [unclear]
 3/21/1915

 Solicitor for Oration.

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon George A. Dietz to appear within thirty days from the service of this writ in the Circuit Court to be held for said County, Equity Side, at the place of holding same, and then and there plead to, answer or demur to the Bill of Complaint filed against him by W. F. Mandrell.

Witness my hand this 3rd day of February, 1945.



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Solicitor for Orator.

CONSTITUTIONAL PROVISIONS

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and the following provisions shall be observed in relation to the provisions

2. The following provisions shall be observed in relation to the provisions of the Constitution, and the provisions of the Constitution shall be observed in relation to the provisions of the Constitution.

3. The following provisions shall be observed in relation to the provisions of the Constitution, and the provisions of the Constitution shall be observed in relation to the provisions of the Constitution.

4. In the event of a conflict of provisions, the provisions of the Constitution shall be observed in relation to the provisions of the Constitution.

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6. The following provisions shall be observed in relation to the provisions of the Constitution, and the provisions of the Constitution shall be observed in relation to the provisions of the Constitution.

THE FOLLOWING PROVISIONS SHALL BE OBSERVED IN RELATION TO THE PROVISIONS

OF THE CONSTITUTION

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7. The following provisions shall be observed in relation to the provisions of the Constitution, and the provisions of the Constitution shall be observed in relation to the provisions of the Constitution.

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11. The following provisions shall be observed in relation to the provisions of the Constitution, and the provisions of the Constitution shall be observed in relation to the provisions of the Constitution.

12. The following provisions shall be observed in relation to the provisions of the Constitution, and the provisions of the Constitution shall be observed in relation to the provisions of the Constitution.

THE FOLLOWING PROVISIONS SHALL BE OBSERVED