

1369

Melba Weekley Brown
Complainant

vs.

Hubert B. Weekley, et
als., Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY. No. 1369

Answer of Guardian ad Litem.

Come Joan L. Weekley, minor respondent, under fourteen years of age, by her duly appointed guardian ad litem, and for answer to the original bill of complaint in the above styled cause denies all of the allegations contained in said bill and demands strict proof thereof.

H. E. Smith
Guardian ad Litem.

No. 1369

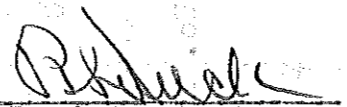
Malba Weekley Brown,
Complainant,

vs.

Hubert B. Weekley et als,
Respondents.

ANSWER OF GUARDIAN AD LITEM

Filed August 29, 1945


Register

Melba Weekley Brown
Complainant

vs.

Hubert B. Weekley, et
als., Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY. No. 1369

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY. No. 1369

CONSENT TO ACT

I, H. E. Smith, hereby consent to act as guardian
ad litem for Joan L. Weekley, a minor under fourteen
years of age, upon the hearing of the above cause.

Witness my hand this 29th day of August, 1945.

H. E. Smith
Guardian ad Litem.

No. 1369

Melba Weekley Brown,
Complainant,

vs

Hubert B. Weekley et als,
Respondents.

CONSENT TO ACT AS GUARDIAN
AD LITEM

Filed August 29, 1945

Rebecca
Register.

**NOTICE
MELBA WEEKLEY BROWN
Complainant,**

VS.

**HUBERT B. WEEKLEY and JOAN
L. WEEKLEY, minors, SARAH
WEEKLEY BROWN, GULF RE-
FINING COMPANY, a corporation
Respondents.**

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

NOTICE OF SALE

By virtue of a Decree rendered in the above styled cause, by F. W. Hare as Judge of said Court, on September 4, 1945, I, R. S. Duck as Register of said Court, shall proceed to sell at public outcry, to the highest bidder for cash, in front of the Court House door of Baldwin County, Alabama, at 1:00 o'clock P. M., on Monday, October 8, 1945, for the purpose of a Partition and Division among the joint owners thereof, the following described real estate situated in Baldwin County, Alabama, to-wit:-

Begin at Northeast corner of Southeast quarter of Southeast quarter of Section thirteen Township One North, Range Three East, run West 660 yds, thence North 660 yds, thence East 660 yds, thence South 660 yds to the point of beginning containing 90 acres in Section thirteen; Southeast quarter of Section twenty-two; West half of Northeast quarter; East half of Northwest quarter; and North west quarter of Northwest quarter, Section twenty-seven; the West half of Northwest quarter, Northeast quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section thirty-two all lying in Township one North Range three East.

South half of Southeast quarter of Section three; the North half of Northeast quarter Southeast quarter of Northeast quarter, Southeast quarter of Southwest quarter, Southwest quarter of Southeast quarter and West half of Southeast quarter of Southeast quarter of Section eight, Northwest quarter of Northwest quarter of Section nine; the East half of Northwest quarter; the East half of Southwest quarter; the Southeast quarter of Southeast quarter; the South half of Northeast quarter of the Southeast quarter and the South half of North half of Northeast quarter of Southeast quarter of Section ten; the West half of Northeast quarter of Northwest quarter and West half of East half of Northeast quarter of Northwest quarter of Section 15; the Northeast quarter; the West half of the West half of Southeast quarter of Section 19; the Northwest quarter; the South half of Northeast quarter; the North half of the Southwest quarter, the Southeast quarter of Southwest quarter, the East half of Southeast quarter, and the East half of Northwest quarter of Southeast quarter of Section twenty; Southwest quarter of Northwest quarter of Section twenty-eight; East half of Northeast quarter and Southwest quarter of Northeast quarter of Section thirty-four all lying in Township one North, Range four, East.

That said sale will be subject to an oil, Gas and Mineral

Lease executed by Sarah Weekley Brown as guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, minors, to the Gulf Refining Company, a corporation, which lease is dated July 8, 1940 and filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on July 25, 1940, and recorded in Deed Book 72, pages 301-3;

This notice is given, said sale will be held and the proceeds thereof applied, all in accordance with the Decrees of said Court and the Statutes in such cases made and provided.

Witness my hand and seal as Register of the Circuit Court of Baldwin County, Alabama, In Equity, on this the 10th day of September, 1945.

R. S. Duck

the BALDWIN

Times

ALABAMA'S BEST COUNTY'S-

BEST NEWSPAPER

BAY MINETTE, ALABAMA

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

J. H. Faulkner, being duly sworn, deposes and says that he is the PUBLISHER of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Walter Wesley Brown is

Hubert B. Wesley, et al

COST STATEMENT

574 WORDS @ 3 1/2 cents \$ 18.09

I hereby certify this is correct, due and unpaid (~~paid~~).

J. H. Faulkner
Publisher.

Was published in said newspaper for 4 consecutive weeks in the following issues:

Date of 1st publication September 13, 1945 Vol. 56 No. 33

Date of 2nd publication " 20, 1945 Vol. 56 No. 34

Date of 3rd publication " 27, 1945 Vol. 56 No. 35

Date of 4th publication October 4, 1945 Vol. 56 No. 36

Subscribed and sworn before the undersigned this 9 day of Oct 1945.

[Signature]
Notary Public, Baldwin County.

J. H. Faulkner
Publisher.

Hybart & Chason

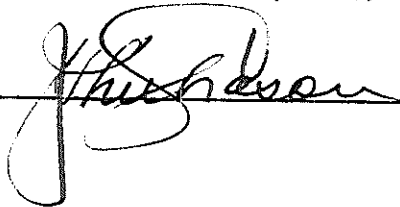
ATTORNEYS AT LAW

Bay Minette, Alabama

C. L. HYBART
J. CHASON

Received of R. S. Duck as Register, the sum of
\$332.00 as payment in full for preparing Abstract
of Title in the suit of Melba Weekley Brown as
Complainant against Hubert B. Weekley, et al as
Respondents, said fee having been fixed by a
Decree of the Court, in which said case is pending.

Dated this October 24, 1945.



Form 3811
Rev. 1-4-40

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 Hubert B. Weckley
(Signature or name of addressee)

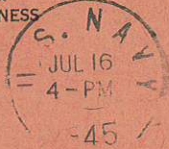
2 _____
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery JUL 10 1945, 1945
JUL 16 1945

Handwritten notes:
Vertical: 10-8-45
Diagonal: Hubert B. Weckley

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300



POSTMARK OF DELIVERING
OFFICE

Return to *R. S. Duck*

(NAME OF SENDER)

Street and Number,
or Post Office Box,

Civ. Clerk

REGISTERED ARTICLE

No. *46*

Post Office *Bay Minette*

INSURED PARCEL

State *ala*

No. _____

16-12421

MELBA WEEKLEY BROWN,
Complainant,

Vs.

HUBERT B. WEEKLEY and
JOAN L. WEEKLEY, Minors,
SARAH WEEKLEY BROWN, and
GULF REFINING COMPANY, A
CORPORATION,
Respondents.

NO. 1369 IN EQUITY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Now comes Gulf Refining Company, a corporation incorporated under the laws of the State of Delaware, and files this its answer to the Bill of Complaint in this cause:

FIRST:

This respondent admits the allegations of the first paragraph of the bill of complaint.

SECOND:

This respondent admits the allegations of the second paragraph of the bill of complaint.

THIRD:

This respondent for answer to the third paragraph of the bill of complaint says that it does not know whether the allegations are true or not, and that it can neither admit nor deny the same, and so far as the same may be material, demands full proof of such allegations.

FOURTH:

This respondent for answer to the fourth paragraph of the bill of complaint says that it does not know whether the allegations are true or not, and that it can neither admit nor deny the same, and so far as the same may be material, demands full proof of such allegations.

FIFTH:

This respondent for answer to the fifth paragraph of the bill of complaint admits the allegations thereof and says further that it now claims under an oil, gas and mineral lease on the lands described in the bill of complaint, which lease was executed by Sarah Weekley Brown as Guardian of Melba L. Weekley

who is the same person as Melba Weekley Brown, and as Guardian of Hubert B. Weekley and Joan L. Weekley, minors, which lease was also executed by Sarah Weekley Brown and her husband, Clark Brown, which lease is dated July 8th, 1940, and this respondent admits that all rentals due under the said lease have been paid.

SIXTH:

This respondent for answer to the sixth paragraph of the bill of complaint says that it does not know whether or not the allegations thereof to the effect that the said lands cannot be equitably divided by metes and bounds are true, and this respondent neither admits nor denies these averments of the bill of complaint and, so far as material, demands proof of such allegations.

For further answer to the said bill of complaint this respondent says that it now claims under an oil, gas and mineral lease executed by or on behalf of all of the owners of the said property described in the bill of complaint, and that if said lands are ordered sold by the Court, that such sale should be made subject to the said oil, gas and mineral lease which is now claimed by this respondent.

MCCORVEY, TURNER & ROGERS,

By Gessner T. McCorvey
(Gessner T. McCorvey)
Attorneys for Respondent,
Gulf Refining Company.

MELBA WEEKLEY BROWN

Complainant,

VS.

HUBERT B. WEEKLEY, JOAN L.
WEEKLEY, MRS. SARAH WEEKLEY
BROWN AND GULF REFINING
COMPANY, a corporation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

TO THE HON. F. W. HARE, JUDGE OF THE TWENTY-FIRST JUDICIAL CIRCUIT
OF ALABAMA:

In pursuance to a Decree of the Circuit Court of Baldwin County, Alabama, In Equity, made on the 4th day of September, 1945, I, R. S. Duck as Register of said Court, did offer for sale in front of the Court House door of Baldwin County, Alabama, on October 8, 1945, at public outcry, to the highest bidder for cash, at 1:00 o'clock P. M., after giving notice of the time, place and terms of said sale by publication in the Baldwin Times, a newspaper published in Baldwin County, Alabama, for three successive weeks, said notice appearing in the issues of said paper dated September 13, 20 & 27th, 1945, the following described real property situated in Baldwin County, Alabama, to-wit:-

Begin at Northeast corner of Southeast quarter of Southeast quarter of Section thirteen, Township One North, Range three East, run West 660 yds, thence North 660 yds, thence East 660 yds, thence South 660 yds to the point or beginning containing 90 acres in Section thirteen; Southeast quarter of Section twenty-two; West half of Northeast quarter; East half of Northwest quarter and Northwest quarter of Northwest quarter, Section twenty-seven; the West half of Northwest quarter, Northeast quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section thirty-two all lying in Township one North, Range three East.

South half of Southeast quarter of Section three; the North half of Northeast quarter, Southeast quarter of Northeast quarter, Southeast quarter of Southwest quarter, Southwest quarter of Southeast quarter and West half of Southeast quarter of Southeast quarter of Section eight, Northwest quarter of Northwest quarter of Section nine; the East half of Northwest quarter; the East half of Southwest quarter; the Southeast quarter of Southeast quarter; the South half of Northeast quarter of the

Southeast quarter and the South half of North half of Northeast quarter or Southeast quarter of Section ten; the West half of Northeast quarter of Northwest quarter and West half of East half of Northeast quarter of Northwest quarter of Section 15; the Northeast quarter; the West half of the West half of Southeast quarter of section nineteen; the Northwest quarter; the South half of Northeast quarter; the North half of the Southwest quarter, the Southeast quarter of Southwest quarter, the East half of Southeast quarter, and the East half of Northwest quarter of Southeast quarter of Section twenty; Southwest quarter of Northwest quarter of Section twenty-eight; East half of Northeast quarter and Southwest quarter of Northeast quarter of Section thirty-four all lying in Township one North, Range four East.

Subject to an Oil, Gas and Mineral Lease executed by Sarah Weekley Brown as guardian of Melba L. Weekley, who is the same person as Melba Weekley Brown, and as guardian of Hubert B. Weekley and Joan L. Weekley, minors, and was executed by Sarah Weekley Brown and her husband, Clark Brown, which lease is dated July 8, 1940, to the Gulf Refining Company, a corporation, which lease was filed for record in the office of Judge of Probate in Baldwin County, Alabama, on July 25, 1940, and is recorded in Deed Book 72, pages 301-3; that said Oil, Gas and Mineral Lease covers all of the oil, gas and minerals in, on or under the aforesaid lands for a period of ten years subject to the conditions contained in said lease.

At said time and place, I first offered such lands for sale in forty acre parcels or a smaller part of such lands if anyone desired to bid on the same. After offering the entire tract of land above described in parcels I had received bids in the sum of \$10,165.00. I then offered the entire tract of land in one body and the highest, best and last bid that I received for the same was \$11,000.00 which amount was bid by Melba Weekley Brown and Hubert B. Weekley, jointly. The said bid of the said Melba Weekley Brown and Hubert B. Weekley being the highest, best and last bid for said land I proceeded to sell the same to them, subject to the approval of this court, and they paid into my hands as Register of said Court the said sum of \$11,000.00 which amount I now hold subject to the orders of this court.

Respectfully submitted, this 8th day of October,
1945.


Register.

REPORT OF REGISTER ON
THE SALE OF LAND

MELBA WEEKLEY BROWN,
Complainant,

VS.


HUBERT B. WEEKLEY, JOAN L.
WEEKLEY, MRS. SARAH WEEKLEY
BROWN AND GULF REFINING COM-
PANY, a corporation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Filed: October 8, 1945.


Register.

MELBA WEEKLEY BROWN

Complainant,

VS.

HUBERT B. WEEKLEY AND JOAN L. WEEKLEY, Minors, SARAH WEEKLEY BROWN, GULF REFINING COMPANY, a corporation,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN EQUITY.

NOTICE OF SALE

By virtue of a Decree rendered in the above styled cause, by F. W. Hare as Judge of said Court, on September 4, 1945, I, R. S. Duck as Register of said Court, shall proceed to sell at public outcry, to the highest bidder for cash, in front of the Court House door of Baldwin County, Alabama, at 1:00 o'clock P. M., on Monday, October 8, 1945, for the purpose of a Partition and Division among the joint owners thereof, the following described real estate situated in Baldwin County, Alabama, to-wit:-

Begin at Northeast corner of Southeast quarter of Southeast quarter of Section thirteen, Township One North, Range Three East, run West 660 yds, thence North 660 yds, thence East 660 yds, thence South 660 yds to the point of beginning containing 90 acres in Section thirteen; Southeast quarter of Section twenty-two; West half of Northeast quarter; East half of Northwest quarter and Northwest quarter of Northwest quarter, Section twenty-seven; the West half of Northwest quarter, Northeast quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section thirty-two all lying in Township one North, Range three East.

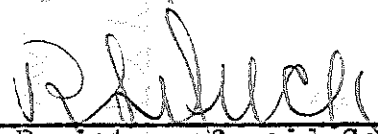
South half of Southeast quarter of Section three; the North half of Northeast quarter; Southeast quarter of Northeast quarter; Southeast quarter of Southwest quarter; Southwest quarter of Southeast quarter; and West half of Southeast quarter of Southeast quarter of Section eight; Northwest quarter of Northwest quarter of Section nine; the East half of Northwest quarter; the East half of Southwest quarter; the Southeast quarter of Southeast quarter; the South half of Northeast quarter of the Southeast quarter; and the South half of North half of Northeast quarter of Southeast quarter of Section ten; the West half of Northeast quarter of Northwest quarter and West half of East half of Northeast quarter of Northwest quarter of Section 15; the Northeast quarter; the West half of the West half of Southeast quarter of Section nineteen; the Northwest quarter; the South half of Northeast quarter; the North half of the Southwest quarter; the Southeast quarter of Southwest quarter; the East half of Southeast quarter; & the East half of Northwest quarter of Southeast quarter of Section

twenty;) Southwest quarter of Northwest quarter of Section twenty-eight;) East half of Northeast quarter and Southwest quarter of Northeast quarter of Section thirty-four; all lying in Township one North, Range four East.

That said sale will be subject to an Oil, Gas and Mineral Lease executed by Sarah Weekley Brown as guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, minors, to the Gulf Refining Company, a corporation, which lease is dated July 8, 1940 and filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on July 25, 1940 and recorded in Deed Book 72, pages 301-3;

This notice is given, said sale will be held and the proceeds thereof applied, all in accordance with the Decrees of said Court and the Statutes in such cases made and provided.

Witness my hand and seal as Register of the Circuit Court of Baldwin County, Alabama, In Equity, on this the 10th day of September, 1945.


As Register of said Court.

NOTICE OF SALE

MELBA WEEKLEY BROWN,
Complainant,

VS.

HUBERT B. WEEKLEY AND JOAN L.
WEEKLEY, Minors, SARAH WEEKLEY
BROWN, GULF REFINING COMPANY,
a corporation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Filed: September 10, 1945


Register.

The State of Alabama, }
BALDWIN COUNTY

CIRCUIT COURT. (Equity)

Oct

Term, 1945

Melba Weekley Brown.

No. 1369 vs.

Hubert B. Weekley et al.

BILL OF COSTS

REGISTER'S FEES	AMOUNT	SHERIFF'S FEES:	AMOUNT
Fees in Circuit Court—		Summoning on Bill, Each Defendant..... 3	1.50
Docketing Cause, One fee only of.....	1 00	Executing Writ of Injunction, or Ne Exeat, each..	1.50
Issuing Summons on Bill, each.....	.50*	Executing Subpoenas for Witnesses, each.....	.65
Issuing Copies Thereof, each..... 4	1 60	Executing Writs of Possession, each.....	3.00
Entering Return of Same, each.....	.15	Executing Scire Facias or Notice, each.....	1.50
Orders of Publication to Non-Residents, each.....	1 00	Taking and Approving Bonds, each.....	1.00
Filing Bill or Other Paper, each.....	1 40	Impaneling Jury.....	.75
Copies of Same, Per 100 Words.....	.15	Collecting Execution for Costs Only, each.....	1.50
Entering Appearances, each.....	.25*	Sheriff's Commissions.....	
Issuing Writs of Injunction, Ne Exeat, each.....	1.50		
Issuing Copies Thereof, each.....	.50		
Entering Return of Same, each.....	.15		
Decrees Pro Confesso, each.....	1.00*		
Order Appointing Guardian Ad Litem, each.....	1 00		
Issuing Commissions to Take Testimony, each.....	.50		
Taking Testimony, Per Day.....	1 50		
Taking Testimony, Per 100 words.....	.20		
Receiving and Filing Depositions, each pkg.,.....	10		
Indorsing Depositions Published, each pkg.....	.10		
All Entries on Commission Docket, Each Cause.....	.50		
Entering Order Submitting Cases for Decree, each.....	.50		
Other Orders of Court, each.....	.25		
Noting Testimony on Hearing of Cause, each.....	.50		
Entering Decrees, of 500 Words or Less, each..... 3	2 25		
Per 100 words over 500.....	4 50		
Taking Accounts, etc., on Ref., per Day.....	3.00*		
Taking Testimony on Reference Relating to Trustee, etc., per 100 words.....	10 00		
Reference and Reports, each.....	2 00		
Reports of 500 Words or Less.....	2 50		
Per 100 Words over 500.....	3 00		
Issuing Subpoenas for Witnesses, each.....	.25		
Issuing Witness Certificates, each.....	.25		
All Entries on Subpoena Docket, each Cause.....	.50		
Taking and Approving Bonds, each.....	1.00		
Making Complete Record, per 100 Words.....	12 00		
Hearing, etc., Regarding Appointment of Receiver or Trustee.....	3.00		
Settlements with Receiver or Trustee, each.....	3.00		
Examining Vouchers in Settlements, each.....	.10		
Examining Answers on Exceptions, each Answer.....	3.00		
Removal Disabilities on Non-Age.....			
Commissions on Sales, \$ 11000.00	117 50		
Making Deeds to Property Sold, each.....	2 00		
Receiving and Paying Out Money Other Than That Arising from Sales.....			
Certificates or Affidavits, with Seal, each.....	.50		
Certificates or Affidavits without Seal, each.....	.25		
Issuing Scire Facias or other Notice, each.....	.50		
Other Orders of Register, except Cont., each.....	.50		
Entering Certificates of Supreme Court, each.....	.50		
Transcript for Supreme Court, per 100 words, each.....	.15		
Additional Copies, per 100 words.....	.05		
Appeal Bond, each.....	1.00		
Certificate of Appeal, each.....	.50		
Notice of Appeal, each.....	.50		
Report to State Board of Health, each case.....	.50		
Certificate of Judgment, each.....	.25		
Issuing Executions, each.....	.75		
Entering Returns Thereof, each.....	.15		
..... Copies of Decree	2 00		
Total Register's Fees	165 80		
		Total Sheriff's Fees	4 50
		SUMMARY OF FEES, COSTS, AND JUDGMENT	
		Fees in Circuit Court—	
		Register's Fees.....	165 80
		Ex-Register's Fees.....	
		Sheriff's Fees..... 35	4 50
		Ex-Sheriff's Fees.....	
		Witness Fees.....	
		Commissioner's Fees.....	
		Guardian Ad Litem Smith	50 00
		Publisher's Fees Baldwin Times	20 48
		Solicitor's Fees.....	
		Court Reporter's Fees, Per Day or fraction thereof.....	5.00
		Trial Tax.....	3 00
		Fees and Costs in Inferior Court:	
		Clerk of Inferior Court Fees.....	
		Sheriff's Fees.....	
		Witness Fees.....	
		Total Fees and Costs in Inferior Court	243 78
			50 00
			193 78
		Total Fees and Costs	
		Judgment	
		Total Fees, Costs, and Judgment	

I certify that the within is a true and correct Bill of Costs in the within styled cause.

100

ATTEST:

Register Circuit Court, Baldwin County, Ala.

Received payment this _____ day of _____ 194_____

ATTEST:

Register Circuit Court, Baldwin County, Ala.

No. _____ Page _____

The State of Alabama,
BALDWIN COUNTY

CIRCUIT COURT

vs. Plaintiff-----

Defendant-----

EQUITY COST BILL

Term, 19_____

Fee Book _____, Page _____

Plaintiff's Attorney.

Defendant's Attorney.

Moore Printing Co., Bay Minette, Ala.

[Faint, illegible text and markings, possibly bleed-through or ghosting from the reverse side of the page.]

MELBA WEEKLEY BROWN)

Complainant,)

VS.)

HUBERT B. WEEKLEY, JOAN L. WEEKLEY, MRS. SARAH WEEKLEY BROWN AND GULF REFINING COMPANY, a corporation,)

Respondents.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY

TO THE HON. F. W. HARE, JUDGE OF SAID COURT.

Now comes R. S. Duck, Register of said Court, and reports to the Court that in pursuance of a decree of this Court in the above styled cause rendered on the 4th day of September, 1945, a reference has been held for the purpose of ascertaining the value of the dower interest of Sarah Weekley Brown at the time that the judgment mentioned in said decree was recovered against her and Clark Brown by Thomas J. Taylor and Sidney Lowenstein, as surviving partners of the firm of Taylor-Lowenstein Company, and also a reference has been held in pursuance to said decree for the purpose of ascertaining the amount of a reasonable Solicitors' fee for the Solicitors for Complainant, Hybart and Chason, Attorneys at Law, Bay Minette, Alabama; and also as to the amount of a reasonable fee to be paid H. E. Smith, guardian ad litem, heretofore appointed, and upon consideration of the testimony submitted herein, it is my judgment that the value of the dower interest of the said Sarah Weekley Brown at the time said judgment was recovered was \$500.00; and that in my judgment the sum of \$1,100.00 is a reasonable fee to be paid Hybart and Chason, Solicitors of record, for the Complainant, in and about the prosecution of the aforesaid cause; and that in my judgment, the sum of \$50.00 is a reasonable fee to be paid H. E. Smith, a Solicitor at the Bay Minette Bar, as guardian ad litem.

The Decree of said Court directed that I should employ a capable attorney or abstractor to make an abstract of the aforesaid property for the use of the bidders at the sale of the

property involved in this proceedings, and in pursuance thereto, I directed and employed John Chason, Esquire, a Solicitor at the Bay Minette, Alabama, Bar, to make said Abstract, which he did and which was filed in my office as Register, and which was available at the time of the sale of the property involved in this suit for the use and benefit of the bidders at said sale, and I have ascertained that the sum of \$332.00 is a fair and reasonable compensation to be paid the said John Chason, Esquire, for his services in preparing said Abstract.

Respectfully submitted, this 8th day of October,
1945.

R. B. ...

Register.

1369

REPORT OF REGISTER
ON REFERENCE

MELBA WEEKLEY BROWN,
Complainant,


VS.

HUBERT B. WEEKLEY, et al,
Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

Filed: October 8, 1945.


Register.

RECEIPT FOR REGISTERED ARTICLE No. 46

30 fee paid. 1st class postage paid. 7 3 45, 1945 (Date)

Declared value, \$ 10.00 surcharge paid, \$ 0.00

From Henry E. Smith, Civil Clerk (Sender)

Addressed to Henry E. Smith, Civil Clerk (Addressee)

123 Main St., Bayou La Batre, Ala. (Street and number) (Post office and State)

Accepting employee will place initials in space below, indicating restricted delivery

Return receipt fee 0.00 { in person _____
or order _____ } Special delivery fee _____
Delivery restricted to addressee { Fee paid 0.00 } Postmaster, per MS

U.S. POST OFFICE 1-12668



Hybart & Chason

ATTORNEYS AT LAW

Bay Minette, Alabama

C. L. HYBART
J. CHASON

September 28, 1945

Mr. R. S. Duck, Register
Bay Minette, Alabama

PROFESSIONAL SERVICES RENDERED

Preparation of Abstract of Title for lands involved in
the suit for Partition and Division brought by Melba
Weekley Brown as Complainant, against Hubert B. Weekley,
et al, Respondents.....\$332.00

MELBA WEEKLEY BROWN

Complainant,

VS.

HUBERT B. WEEKLEY AND JOAN
L. WEEKLEY, Minors, SARAH
WEEKLEY BROWN, GULF REFINING
COMPANY, a corporation,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

Comes Hubert B. Weekley, one of the Respondents in the above styled cause and for answer to the Bill of Complaint filed in said cause, says:-

FIRST:

I admit the allegations of the first paragraph of the Bill of Complaint but say further that I have had my disabilities of non-age removed by the Circuit Court of Escambia County, Alabama, the Decree removing my disabilities of non-age being dated the 17th day of July, 1944.

SECOND:

I admit the allegations of the second paragraph of the Bill of Complaint.

THIRD:

I admit the allegations of the third paragraph of the Bill of Complaint.

FOURTH:

I admit the allegations of the fourth paragraph of the Bill of Complaint.

FIFTH:

I admit the allegations of the fifth paragraph of the Bill of Complaint.

SIXTH:

I admit the allegations of the sixth paragraph of the Bill of Complaint and for further answer say that it is for the best interest of all of the joint owners of the land described in said Bill of Complaint, that such lands be sold for Partition and Division among such joint owners and I hereby consent that such sale be had and confirmed without further notice to me.

Herbert B. Wickley

ANSWER OF HUBERT B. WEEKLEY.

MELBA WEEKLEY BROWN,

Complainant,

VS.

HUBERT B. WEEKLEY AND JOAN
L. WEEKLEY, Minors, SARAH
WEEKLEY BROWN, GULF REFINING
COMPANY, a corporation,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

FILED: 9th day of August, 1945.

R. S. Mucha
Register.

MELBA WEEKLEY BROWN

Complainant,

VS.

HUBERT B. WEEKLEY, et al

Respondents.

THE STATE OF ALABAMA,
BALDWIN COUNTY

IN EQUITY
CIRCUIT COURT OF BALDWIN COUNTY

This cause is submitted in behalf of Complainant upon the original Bill of Complaint,

admissions in the answers of Gulf Refining Company, a corporation, Hubert B. Weekley and Sarah Weekley Brown and the Testimony of Melba Weekley Brown together with the Exhibits attached thereto,

and in behalf of Defendant upon

R. H. [Signature] Register.
Hubert B. Weekley
Collector for Complainant

No. 1369

The State of Alabama,
BALDWIN COUNTY

IN EQUITY

CIRCUIT COURT OF BALDWIN COUNTY

MELBA WEEKLEY BROWN

Complainant

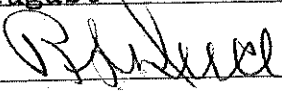
VS.

HUBERT B. WEEKLEY, et al,

Respondents

NOTE OF TESTIMONY

Filed in Open Court this 29th
day of August 1945



Register.

Hybart & Chason

ATTORNEYS AT LAW

Bay Minette, Alabama

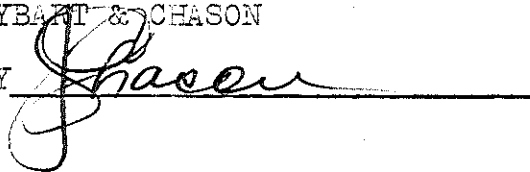
C. L. HYBART
J. CHASON

Received of R. S. Duck as Register, the sum of \$1100.00 as payment in full our Attorneys' fee for services rendered in the suit of Melba Weekley Brown as Complainant and against Hubert B. Weekley, et al as Respondents, said fee having been fixed by a Decree of the Court in which said case is pending.

Dated this October 24, 1945.

HYBART & CHASON

BY

A handwritten signature in cursive script, appearing to read "J. Chason", is written over a horizontal line. The signature is positioned to the right of the word "BY".

JC:en

Hybart & Chason

ATTORNEYS AT LAW

Bay Minette, Alabama

C. L. HYBART
J. CHASON

Received of R. S. Duck as Register, the sum of \$1100.00 as payment in full our Attorneys' fee for services rendered in the suit of Melba Weekley Brown as Complainant and against Hubert B. Weekley, et al as Respondents, said fee having been fixed by a Decree of the Court in which said case is pending.

Dated this October 24, 1945.

HYBART & CHASON

BY 

JC:en

Melba Weekley Brown
Complainant

vs.

Hubert B. Weekley, et
alst., Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY. No. 1369

CONSENT TO ACT

I, H. E. Smith, hereby consent to act as guardian
ad litem for Jean L. Weekley, a minor under fourteen
years of age, upon the hearing of the above cause.

Witness my hand this 29th day of August, 1945.

H. E. Smith
Guardian ad Litem.

No. 1369

Melba Weekley Brown,
Complainant,

vs

Hubert B. Weekley et als,
Respondents.

CONSENT TO ACT AS GUARDIAN
AD LITEM

Filed August 29, 1945

Register.

IN THE
COURT OF
COMMON PLEAS
FOR THE COUNTY OF
COLUMBIA,
MISSISSIPPI.
No. 1369

Hubert B. Weekley et als, Respondents, do hereby consent to the appointment of Melba Weekley Brown as guardian ad litem for the purpose of representing the interests of the above named respondents in the above captioned matter.

Witness my hand and seal of office this 29th day of August, 1945.

Clerk of Court

MELBA WEEKLEY BROWN)

Complainant,)

VS.)

HUBERT B. WEEKLEY AND JOAN
L. WEEKLEY, Minors, SARAH
WEEKLEY BROWN, GULF REFINING
COMPANY, a corporation,)

Respondents.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

Comes Sarah Weekley Brown as guardian of Hubert B. Weekley and Joan L. Weekley, Minors, Respondents in the above styled cause, and for answer to the Bill of Complaint filed in said cause says:

FIRST:

That she denies the allegations of the first, second, third, fourth, fifth and sixth paragraph of the Bill of Complaint and demands strict proof thereof.

SECOND:

That Hubert B. Weekley has had his disabilities of non-age removed by the Circuit Court of Escambia County, Alabama, In Equity, said Decree removing such disabilities being dated the 17th day of July, 1944.

Sarah Weekley Brown
As Guardian of Hubert B. Weekley and
Joan L. Weekley, Minors.

ANSWER OF SARAH WEEKLEY BROWN
AS GUARDIAN.

MELBA WEEKLEY BROWN,

Complainant,

VS.

HUBERT B. WEEKLEY AND JOAN L.
WEEKLEY, Minors, SARAH WEEKLEY
BROWN, GULF REFINING COMPANY,
a corporation,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

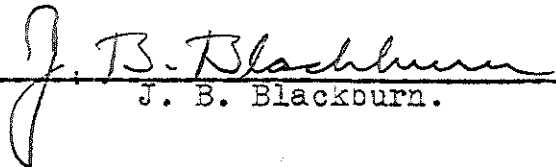
FILED: 9th day of August, 1945.

R.S. Duck
Register.

TESTIMONY OF J. B. BLACKBURN

My name is J. B. Blackburn; I am a lawyer in Bay Minette, Alabama, and have had an office here since I was admitted to the Bar of the State of Alabama in 1928. I have examined the file in the suit for Partition and Division brought by Melba Weekley Brown as Complainant and against Hubert B. Weekley, et al, as Respondents. I understand from the Register of this Court that the highest bid for this property was \$11,000.00. It is my opinion that 10% of this amount, or \$1100.00 would be a fair and reasonable Attorneys' fee to be paid Hybart & Chason for their services in this cause.

I am of the opinion that \$50.00 would be a fair and reasonable fee to be paid H. E. Smith as guardian ad litem for Joan L. Weekley, a minor, for the services rendered by him as such guardian ad litem in this cause.




J. B. Blackburn.

TESTIMONY OF J. B. BLACKBURN

MELBA WEEKLEY BROWN,
Complainant,
VS.
HUBERT B. WEEKLEY, et al,
Respondents.

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


FILED: October 8, 1945


Register.

TESTIMONY OF H. M. HALL

My name is H. M. Hall; I am a lawyer in Bay Minette, Alabama, and have had an office here since I was admitted to the Bar of the State of Alabama in 1923. I have examined the file in the suit for Partition and Division brought by Melba Weekley Brown as Complainant and against Hubert B. Weekley, et al, as Respondents. I understand from the Register of this Court that the highest bid for this property was \$11,000.00. It is my opinion that 10% of this amount, or \$1100.00 would be a fair and reasonable Attorneys' fee to be paid Hybart & Chason for their services in this cause.

I am of the opinion that \$50.00 would be a fair and reasonable fee to be paid H. E. Smith as guardian ad litem for Joan L. Weekley, a minor, for the services rendered by him as such guardian ad litem in this cause.



H. M. Hall

TESTIMONY OF H. M. HALL

MELBA WEEKLEY BROWN,

Complainant,

VS.

HUBERT B. WEEKLEY, et al,

Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

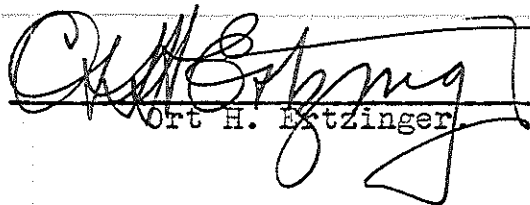
Filed: October 8, 1945.



Register.

TESTIMONY OF ORT H. ERTZINGER

My name is Ort H. Ertzinger; I am an Abstractor at Bay Minette in Baldwin County, Alabama, and have been such for many years. I am thoroughly familiar with the charges for preparing Abstracts here. I have examined the Abstract prepared by John Chason covering about 2000 acres in Baldwin County, Alabama, which Abstract is now on file with R. S. Duck, Register in connection with the suit for Partition and Division brought by Melba Weekley Brown as Complainant against Hubert B. Weekley, et al, as Respondents. This Abstract contains 332 pages and it is my opinion that a charge of \$332.00 would be a fair charge for the services rendered by John Chason in making this Abstract. I usually charge \$1.00 a page and an additional charge for my certificate. There was no additional charge for the certificate in this case.


Ort H. Ertzinger

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TESTIMONY OF ORT H.
ERTZINGER

MELBA WEEKLEY BROWN,
Complainant,
VS.
HUBERT B. WEEKLEY, et al,
Respondents.

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

Filed: October 8, 1945

[Signature]
Register.

TESTIMONY OF Randolph M. Gorman

My name is Randolph M. Gorman I am personally acquainted with Sarah Weekley Brown who is one of the Respondents in the suit for Partition and Division brought by Melba Weekley Brown in the Circuit Court of Baldwin County, Alabama, In Equity; I am also familiar with the tract of land containing about 2000 acres described in this suit. The timber has been cut from practically all of this land and there is very little timber on such land at this time that could be used in any way; a very small part of such lands are now in cultivation.

Taking into consideration the type of land, the age of Mrs. Sarah Weekley Brown, etc., I am of the opinion that the dower interest of the said Sarah Weekley Brown in and to said lands at the time that the Judgment was recovered against her by Thomas J. Taylor and Sidney Lowenstein as surviving partners of the firm of Taylor-Lowenstein and Company, would be \$500.00. I am not related to any of the parties in this case and have no interest in this matter.

Randolph M. Gorman

TESTIMONY OF

Russell McGrew

MELBA WEEKLEY BROWN,

Complainant,

VS.

HUBERT B. WEEKLEY, et al,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY

FILED: October 8, 1945.

Russell McGrew
Register.

MELBA WEEKLEY BROWN,
Complainant,

VS.

HUBERT B. WEEKLEY AND JOAN
L. WEEKLEY, Minors, SARAH
WEEKLEY BROWN, GULF REFINING
COMPANY, a corporation,
Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

Comes Sarah Weekley Brown, one of the Respondents in
the above styled cause and for answer to the Bill of Complaint filed
in said cause and says:

FIRST:

That she admits the allegations of the first, second,
third, fourth, fifth and sixth paragraph of the Bill of Complaint.

Sarah Weekley Brown.

ANSWER OF SARAH WEEKLEY BROWN.

MELBA WEEKLEY BROWN,
Complainant,

VS.

HUBERT B. WEEKLEY AND JOAN L.
WEEKLEY, Minors, SARAH WEEKLEY
BROWN, GULF REFINING COMPANY,
a corporation,

Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

IN EQUITY.

FILED: 9th day of August,
1945.

R. S. Rusk
Register.

Melba Weekley Brown
Complainant

vs.

Hubert B. Weekley, et
als., Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY. No. 1369

Order Appointing Guardian ad Litem.

In this cause it appearing to the Register that the
Respondent, Joan L. Weekley, is a minor under fourteen
years of age, and it further appearing that no person has
been nominated to act as guardian ad litem for said minor
respondent, and ^{Hon. J. S. Smith} H. E. Smith Esq., being a fit and suitable
person, it is now therefore ordered by the Register
that H. E. Smith Esq., be, and he is hereby, appointed
as guardian ad litem for, and to represent the interests
of, the said minor in this cause.

Done this 29 day of August, 1945.


Register

No. 1369

Melba Weekley Brown,
Complainant,

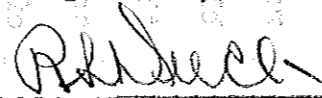
vs.

Hubert B. Weekley et als,
Respondents,

ORDER APPOINTING GUARDIAN

AD LITEM.

Filed August 29, 1945.



Register

Melba Weekley Brown
Complainant

vs.

Hubert B. Weekley, et
als., Respondents

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY. No. 1369

Answer of Guardian ad Litem.

Come Joan L. Weekley, minor respondent, under fourteen years of age, by her duly appointed guardian ad litem, and for answer to the original bill of complaint in the above styled cause denies all of the allegations contained in said bill and demands strict proof thereof.

H. E. Smith
Guardian ad Litem.

No. 1369

Melba Weekley Brown,
Complainant,

vs.

Hubert B. Weekley et als,
Respondents.

ANSWER OF GUARDIAN AD LITEM

Filed August 29, 1945

Register

Handwritten initials: H M 1934

Vertical text on the right side of the page, likely bleed-through from the reverse side of the document. The text is mostly illegible but appears to contain legal or administrative information.

June 3 - 1947

Received from Alice J. Shuck, Registered

Two thousand, eight hundred, twenty ^{four}/₁₀₀ Dollars

Trust Fund for Joan L. Wickley

\$2224.22 Sarah Wickley Brown
as Successor of Joan L. Wickley

HYBART & CHASON
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

C. L. HYBART
J. CHASON

June 5, 1947

PHONE 3641

Mrs. Alice J. Duck
Register in Chancery
Bay Minette, Alabama

Dear Mrs. Duck:

RE: MELBA WEEKLEY BROWN VS. JOAN L.
WEEKLEY, et al.

Under Decree of F. W. Hare, Judge of the Circuit Court of Baldwin County, Alabama, in Equity, it was ordered that the amount of the proceeds in the above styled cause due Joan L. Weekley, a minor, be paid over to Sarah Weekley Brown as her guardian provided that she as such guardian be under a Bond in a sum equal to twice the distributive share of said minor and it was further ordered that you take a proper receipt from such guardian. Mrs. Brown as such guardian, was under a \$5,000.00 Bond executed October 6, 1933. She has today made an additional Bond of \$1,000.00 as fixed by the Probate Court of Baldwin County and it is now in order for you to take a receipt from Sarah Weekley Brown as guardian of Joan L. Weekley and pay over to her the money held by you as Register for her. This letter and her receipt should be filed in the above styled cause.

Yours very truly,

Hybart & Chason

JD:dw

BY: 

HYBART & CHASON
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

C. L. HYBART
J. CHASON

June 5, 1947

PHONE 3641

Mrs. Alice J. Duck
Register in Chancery
Bay Minette, Alabama

Dear Mrs. Duck:

RE: MELBA WEEKLEY BROWN VS. JOAN L.
WEEKLEY, et al.

Under Decree of F. W. Hare, Judge of the Circuit Court of Baldwin County, Alabama, in Equity, it was ordered that the amount of the proceeds in the above styled cause due Joan L. Weekley, a minor, be paid over to Sarah Weekley Brown as her guardian provided that she as such guardian be under a Bond in a sum equal to twice the distributive share of said minor and it was further ordered that you take a proper receipt from such guardian. Mrs. Brown as such guardian, was under a \$5,000.00 Bond executed October 6, 1933. She has today made an additional Bond of \$1,000.00 as fixed by the Probate Court of Baldwin County and it is now in order for you to take a receipt from Sarah Weekley Brown as guardian of Joan L. Weekley and pay over to her the money held by you as Register for her. This letter and her receipt should be filed in the above styled cause.

Yours very truly,

Hybart & Chason

BY: 

JD:dw

The State of Alabama }
Baldwin County

Circuit Court of Baldwin County, Alabama,
(In Equity)

MELBA WEEKLEY BROWN

COMPLAINANT

vs.

HUBERT B. WEEKLEY, ET AL

RESPONDENT

I, R. S. Duck

as Register ~~and Commissioner~~

have called and caused to come before me Melba Weekley Brown

witness named in the Requirement for Oral Examination, on the 29th day of August

19 45, at the office of said Register

in Bay Minette, Alabama, and having first sworn said witness to speak the

truth, the whole truth, and nothing but the truth, the said Melba Weekley Brown

doth depose and say as follows:

TESTIMONY OF MRS. MELBA WEEKLEY BROWN

My name is Melba Weekley Brown. I am over the age of twenty-one years and a resident of Escambia County, Alabama, residing at Atmore. The Respondent, Hubert B. Weekley is a minor over the age of fourteen years; his disabilities of non-age have been removed by the Circuit Court of Escambia County, Alabama, the order removing such disabilities being dated July 17, 1944; he is a resident of Atmore in Escambia County, Alabama but he is now in the Armed Services of the United States of America. The Respondent, Joan L. Weekley is a minor under the age of fourteen years and she resides with her mother, Mrs. Sarah Weekley Brown at Atmore, Alabama. The Respondent, Mrs. Sarah Weekley Brown is also the guardian of Hubert B. Weekley and Joan L. Weekley having been duly appointed as such by the Probate Court of Baldwin County, Alabama. Mrs. Sarah Weekley Brown is over the age of twenty-one years. The Gulf Refining Company is a foreign corporation and is doing business in the State of Alabama by Agent.

Hubert B. Weekley, Joan L. Weekley and I are the joint owners of the real estate described in the Bill of Complaint filed in this cause. We each own an undivided one-third interest in said property. The interest owned by Hubert B. Weekley and Joan L. Weekley are subject to a Judgment rendered against Sarah Weekley Brown who at one time owned a dower interest in said property and which dower interest was conveyed to Hubert B. Weekley, Joan L. Weekley and I after the Judgment was recorded. The Judgment has now been assigned to me and I paid the sum of \$1000.00 for such Judgment in compromising the same, said Judgment and the amount due thereon being \$5,390.78 as of November 7, 1941. The interest of the said Hubert B. Weekley and Joan L. Weekley are also subject to a tax sale of said property described in the Complaint which sale was had on June 12, 1944 and which sale was redeemed by me on June

ORAL EXAMINATION

I, R. S. Duck, as Register ~~and Commissioner~~ hereby certify that the foregoing deposition on Oral Examination was taken down in writing by me in the words of the witness and read over to her and she signed the same in the presence of myself, John Chason and H. E. Smith at the time and place herein mentioned; that I have personal knowledge of personal identity of said witness or had proof made before me of the identity of said witness; that I am not of counsel or of kin to any of the parties to said cause, or any manner interested in the result thereof.

I enclose the said Oral Examination in an envelope to the Register of said Court.

Given under my hand and seal, this 29th day of August 19 45.

R. S. Duck (L. S.)

No. 1369 Page _____

The State of Alabama
BALDWIN COUNTY

IN CIRCUIT COURT, IN EQUITY

MELBA WEEKLEY BROWN

COMPLAINANT

vs.

HUBERT B. WEEKLEY, et al

RESPONDENT

ORAL DEPOSITION

Filed August 29, 19 45

R. S. Duck, Register
RECORDED IN

Record _____

Vol. _____ Page _____

Register _____

12, 1945 and I paid the sum of \$373.39 in redeeming such land. The said Hubert B. Weekley and Joan L. Weekley should each contribute their prorata part of the money expended by me in settling such Judgment and purchasing the same and in redeeming such land from taxes. I am attaching to my testimony a certified copy of the Certificate of Judgment rendered in favor of Thomas J. Taylor and Sidney Lowenstien as surviving partners of the firm of Taylor-Lowenstien and Company and against Sarah Brown and Clark Brown which Judgment was rendered in the Circuit Court of Baldwin County, Alabama on November 5, 1941 for the sum of \$5,890.78 and I am asking that the same be marked Exhibit A to my testimony. I am attaching the original assignment of the above mentioned Judgment to me which assignment was filed for record in the office of the Judge of Probate of Baldwin County, Alabama on June 12, 1945 and recorded in Judgment Book 4, page 1 which assignment was executed by Thomas J. Taylor and Sidney Lowenstien as surviving partners of the firm of Taylor-Lowenstien and Company on June 11, 1945 and I am asking that the same be marked Exhibit B to my testimony. I am attaching the original certificate of redemption signed by W. R. Stuart as Judge of Probate of Baldwin County, Alabama on June 12, 1945 and ask that the same be marked Exhibit C to my testimony.

Sarah Weekley Brown, as my guardian and as guardian of the Respondents, Hubert B. Weekley and Joan L. Weekley, executed and delivered an oil, gas and mineral lease to the Gulf Refining Company, a corporation, on July 8, 1940, which lease is recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 72, pages 301-3 a copy of which lease is attached to the Bill of Complaint filed by me in this cause; the Probate Court of Baldwin County, Alabama, in which such guardianship proceedings were then pending authorized the execution and delivery of this oil, gas and mineral lease by approximate order. The annual rentals on said lease have been paid up until the present time.

The lands described in the Bill of Complaint filed by me are badly scattered. These lands lie in thirteen different sections and in two different ranges, part of these lands are in cultivation, a part of these lands have considerable timber on them and a part of these lands have very little timber; some of the lands described in the Bill of Complaint lie on the hills and some of such lands are in the creek swamps. Some of these lands could be placed in cultivation and some are unfit for cultivation. It would be impossible to equitably divide said lands by metes and bounds among the joint owners. In order to bring about an equitable Partition of such lands it is necessary that said land be sold by the Register of this Court for Partition and Division. It is to the best interest of all of the parties of this suit including such minor, that said lands be sold for Partition and Division at this time.

In order to bring about this proceeding and secure a Partition of said lands among the joint owners thereof, it was necessary that I employ a Solicitor and I have employed the law firm of Hybart and Chason of Bay Minette, Alabama, as such Solicitors. In my opinion it is practical and best that a complete Abstract of Title for all of said lands be prepared by some competent Abstractor of Baldwin County, Alabama, to be used by the prospective bidders at any sale to be held hereunder.

CROSS-EXAMINATION BY H. E. SMITH, AS
GUARDIAN AD LITEM FOR JOAN L. WEEKLEY

The lands described in the Bill of Complaint contain approximately 2000 acres. The income from this land for the past year was approximately \$500.00 but there is no assurance that the oil lease mentioned in my testimony will be continued. The largest size of timber on this land has been cut off in the past few years so that the main body of this land is principally valuable for growing timber. In my opinion it is to the best interest of all concerned including the minor that the land be sold at the present time when it appears that a good sale can be had of this land.

Melba Weekley Brown

Exhibit "A"

THE STATE OF ALABAMA, |
BALDWIN COUNTY. |

CIRCUIT COURT, FALL TERM, 1941.

THOMAS J. TAYLOR & SIDNEY LOWENSTEIN
As Surviving partners of firm of Taylor Lowenstein Company,
PLAINTIFF

VS.

SARAH BROWN AND CLARK BROWN,
DEFENDANTS.

For assignment see Judg 4, page 1

I, R.S. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that on the 5th day of Nov., 1941, a Judgment was rendered by said Court in the above stated cause, wherein, Thomas J. Taylor & Sidney Lowenstein as Surviving partners of Firm of Taylor Lowenstein Company was Plaintiff and Sarah Brown and Clark Brown were Defendants, in favor of the said Plaintiff and against the said Defendants for the sum of Five Thousand Eight Hundred Ninety & 70/100 Dollars, and for the sum of Thirty-one & 75/100 Dollars, the costs in said suit and that J.B. Blackburn was the Attorney of record for the Plaintiff in said cause. This judgment contains a waiver of exemptions as to personal property.

Witness my hand this 6th day of Nov., 1941.

(Seal)

R.S. DUCK,

Clerk Circuit Court, Baldwin
County, Alabama.

State of Alabama, |

Probate Court.

Baldwin County. |

Filed in office this 7 day of Nov., 1941 at 11 AM and duly recorded in Judg Book 2, page 452.

G.W. Robertson, Judge of Probate.

THE STATE OF ALABAMA, |
BALDWIN COUNTY. |

ss.

I, W.R. Stuart, Judge of the Probate Court and Custodian of the Records and Files of the same, in and for said Baldwin County, State of Alabama, do hereby certify that the above and foregoing is a true, correct and complete copy of Judgment rendered in Circuit Court, Baldwin Co., Ala., Thomas J. Taylor & Sidney Lowenstein vs. Sarah Brown and Clark Brown, as the same appears of record in Judgment Record #2 at page 452, now on file in the office of Judge of Probate of Baldwin County, Alabama.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at Bay Minette, in said county, this the 29th day of August, A.D., 1945.

W.R. Stuart
Judge of Probate.

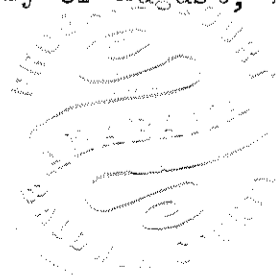


Exhibit "B"

STATE OF ALABAMA, BALDWIN COUNTY

Filed June 12, 1945 3 P.M.

Recorded Judge book 4 page 1 and I certify that the following Privilege Tax has been paid.

Deed Tax -----

Mortgage Tax -----

W.R. Stuart
Judge of Probate

ASSIGNMENT OF JUDGMENT

STATE OF ALABAMA

BALDWIN COUNTY

THIS INDENTURE, made and entered into on this the 11th day of June, 1945, by and between Thomas J. Taylor and Sidney Lowenstein, as surviving partners of the firm of Taylor, Lowenstein and Company, hereinafter referred to as the parties of the first part, and Melba Brown, hereinafter referred to as the party of the second part, WITNESSETH:

THAT WHEREAS, the parties of the first part did on November 5, 1941, recover a judgment in the Circuit Court of Baldwin County, Alabama, Law Side, against Sarah Brown and Clark Brown for \$5,890.78 and \$31.75 costs, a certificate of which judgment is recorded in Book 2 of Judgments at page 452, Baldwin County Records, which judgment is now the property of the parties of the first part, which the party of the second part desires to purchase from the parties of the first part without warranty or recourse:

NOW THEREFORE, the parties of the first part, for and in consideration of the sum of One Thousand Dollars (\$1,000.00) to them this day in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have and do hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, SET OVER AND ASSIGN unto the said party of the second part the said judgment and the indebtedness secured thereby, but without warranty or recourse on the parties of the first part or either of them.

TO HAVE AND TO HOLD unto the said party of the second part, her heirs and assigns, forever.

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

Thomas J. Taylor (SEAL)

Sidney Lowenstein (SEAL)

As Surviving Partners of the Firm of Taylor, Lowenstein and Company.

STATE OF ALABAMA

MOBILE COUNTY

I, Eric Dussant, a Notary Public, within and for said County in said State, hereby certify that Thomas J. Taylor and Sidney Lowenstein, whose names as surviving partners of the Firm of Taylor, Lowenstein and Company 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, in their capacity as such surviving partners of the firm of Taylor, Lowenstein and Company, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 11th day of June, 1945.

Eric Dussant
Notary Public, Mobile County, Alabama.



ASSIGNMENT OF JUDGMENT

6-11-45

TAYLOR, LOWENSTEIN & COMPANY

27

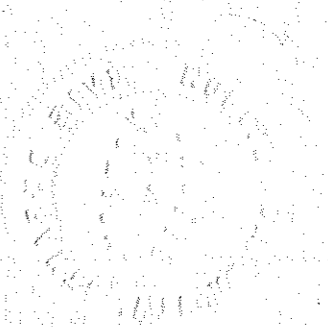
-to-

MELBA BROWN

33

J. 4-1

RTS John Chase
Bm



Ernie Q

CERTIFICATE OF REDEMPTION

1940 Code, Title 51—Sec. 310

STATE OF ALABAMA *Baldwin* COUNTY.

N^o 77002

Office of the Judge of Probate, *Baldwin* County.

Sale Docket *20* P. *16*

WHEREAS, on the *12* day of *June* 19 *44*, the real property hereinafter described was sold, in substantial conformity with all the requisitions of the statutes in such cases made and provided, by *Mrs. Wilkins*

Tax Collector of said County, to *State of Alabama*

for the taxes, interests, penalties and costs, then due and remaining unpaid on said property; and whereas, *Melba Brown*

has made application to redeem said land:

NOW, THEREFORE, I *W.R. Stuart*, Judge of the Probate Court of the said County of *Baldwin*, being satisfied

that the said *Melba Brown*

is the owner of said property, and has a right to redeem the same, do hereby certify that

the said *Melba Brown* has deposited

with me, on this *12* day of *June*, 19 *44*,

Three hundred and seventy three and 39/100 Dollars.

W $\frac{1}{2}$ of w $\frac{1}{2}$ of s $\frac{1}{2}$ sec 19, ln-4; Beg at ne cor of s $\frac{1}{2}$ of s $\frac{1}{2}$ sec. 13, ln-3
run w 660 yds, n 660 yds; e 660 yds & 660 yds to beg in secl 13, ln-3
for the redemption of the following:
sec. 20 ln-4; w $\frac{1}{2}$ of ne $\frac{1}{2}$; n $\frac{1}{2}$ of nw $\frac{1}{2}$ sec 27 ln-3; e $\frac{1}{2}$ of sw $\frac{1}{2}$; nw $\frac{1}{2}$ of sw $\frac{1}{2}$
set of nw $\frac{1}{2}$ sec. 10 ln-4; n $\frac{1}{2}$ of nw $\frac{1}{2}$; set of nw $\frac{1}{2}$ sec. 20 tln-4; e $\frac{1}{2}$ of sw $\frac{1}{2}$
less 100 yds on e line of sec. 15 ln-4; e $\frac{1}{2}$ of ne $\frac{1}{2}$; sw $\frac{1}{2}$ of ne $\frac{1}{2}$ sec. 34-
ln-4; e $\frac{1}{2}$ of s $\frac{1}{2}$; e $\frac{1}{2}$ of nw $\frac{1}{2}$ of s $\frac{1}{2}$ sec. 20, tln-r4e; w $\frac{1}{2}$ of s $\frac{1}{2}$ of s $\frac{1}{2}$
sec. 8 tln-r4e; set of sw $\frac{1}{2}$; sw $\frac{1}{2}$ of s $\frac{1}{2}$ sec. 8, tln, r4e; s $\frac{1}{2}$ of sec 22,
tln, r3e; nw $\frac{1}{2}$ of nw $\frac{1}{2}$ sec 9, tln r4e; n $\frac{1}{2}$ of ne $\frac{1}{2}$; s $\frac{1}{2}$ of ne $\frac{1}{2}$ in sec. 8,
tln r4e; s $\frac{1}{2}$ of nw $\frac{1}{2}$; sw $\frac{1}{2}$ of ne $\frac{1}{2}$ sec. 27, tln r3e; ne $\frac{1}{2}$ sec 19, tln, r4e;
sw $\frac{1}{2}$ of nw $\frac{1}{2}$ sec. 29, tln, r4e; sw $\frac{1}{2}$ of nw $\frac{1}{2}$ sec. 20 tln, r4e; s $\frac{1}{2}$ of s $\frac{1}{2}$
sec. 3, tln, r4e; sw $\frac{1}{2}$ of nw $\frac{1}{2}$ sec. 3, tln, r4e; ne $\frac{1}{2}$ of nw $\frac{1}{2}$ sec 10, tln,
r4e; s $\frac{1}{2}$ of ne $\frac{1}{2}$ sec 20, tln, r4e; s $\frac{1}{2}$ of s $\frac{1}{2}$ of s $\frac{1}{2}$ of s $\frac{1}{2}$ of ne $\frac{1}{2}$ of s $\frac{1}{2}$ of
s $\frac{1}{2}$; sec. 10, tln, r4e; n $\frac{1}{2}$ of n $\frac{1}{2}$ of s $\frac{1}{2}$ of s $\frac{1}{2}$; s $\frac{1}{2}$ of s $\frac{1}{2}$ of ne $\frac{1}{2}$ of s $\frac{1}{2}$
sec. 10, tln, r4e; s $\frac{1}{2}$ of n $\frac{1}{2}$ of ne $\frac{1}{2}$ of s $\frac{1}{2}$; n $\frac{1}{2}$ of s $\frac{1}{2}$ of ne $\frac{1}{2}$ of s $\frac{1}{2}$
Assessed to

Amount of Purchase Money	\$	
Interest	\$	11.20
Subsequent Taxes	\$	170.31
Interest	\$	4.68
Cost of Certificate of Redemption	\$	50
Total	\$	373.39

12 day of *June*, 19 *44*
W.R. Stuart Judge Probate.
Countersigned by: *[Signature]*
[Signature] County Treasurer.

STATE OF ALABAMA
BALDWIN COUNTY

)
)
)

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Hubert B. Weekley and Joan L. Weekley, minors, Sarah Weekley Brown and Gulf Refining Company, a corporation, to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity, at Bay Minette, Alabama, in which Bill of Complaint, Melba Weekley Brown is Complainant and Hubert B. Weekley & Joan L. Weekley, minors, Sarah Weekley Brown and Gulf Refining Company, a corporation, are the Respondents.

Witness my hand and seal this 13th day of July, 1945.



Register.

MELBA WEEKLEY BROWN

COMPLAINANT

VS.

HUBERT B. WEEKLEY AND JOAN L. WEEKLEY, Minors, SARAH WEEKLEY BROWN, GULF REFINING COMPANY, a corporation,

RESPONDENTS.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN EQUITY.

TO THE HONORABLE F. W. HARE, JUDGE OF THE 21ST JUDICIAL CIRCUIT OF ALABAMA:

Your Oratrix, Melba Weekley Brown, humbly complaining of the Respondents in a matter of Partition shows unto your Honor as follows:

FIRST:

That she is a resident of Escambia County, Alabama, and is over the age of twenty-one years; that the Respondents, Hubert B. Weekley is a minor over the age of fourteen years and is now in the Armed Services of the United States of America and his address is as follows: Sl/c Ships Company-Heavy Equipment, Camp Peary, Virginia; that Joan L. Weekley is a minor under the age of fourteen years and resides with her mother, Mrs. Sarah Weekley Brown at Atmore, Alabama; that the said Mrs. Sarah Weekley Brown is also the duly appointed guardian of both Hubert B. Weekley and Joan L. Weekley having been appointed as such by the Probate Court of Baldwin County, Alabama; that Mrs. Sarah Weekley Brown is over the age of twenty-one years and is a resident of Atmore, Alabama; that the Gulf Refining Company is a foreign corporation and is doing business in the State of Alabama by Agent.

SECOND:

Your Oratrix further shows unto your Honor that she and the Respondents, Hubert B. Weekley and Joan L. Weekley are the joint owners of the following described real estate situated in Baldwin County, Alabama, to-wit:-

Begin at Northeast corner of Southeast quarter of Southeast quarter of Section thirteen, Township one North, Range three East, run West 660 yds, thence North 660 yds, thence East 660 yds, thence South 660 yds to the point of beginning containing 90 acres in Section thirteen; Southeast quarter of Section twenty-two; West half of Northeast quarter; East half of Northwest quarter and North-

West quarter of Northwest quarter, Section twenty-seven; the West half of Northwest quarter, Northeast quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section thirty-two all lying in Township one North, Range three East.

South half of Southeast quarter of Section three; the North half of Northeast quarter, Southeast quarter of Northeast quarter, Southeast quarter of Southwest quarter, Southwest quarter of Southeast quarter and West half of Southeast quarter of Southeast quarter of Section eight, Northwest quarter of Northwest quarter of Section nine; the East half of Northwest quarter; the East half of Southwest quarter; the Southeast quarter of Southeast quarter; the South half of Northeast quarter of Southeast quarter and the South half of North half of Northeast quarter of Southeast quarter of Section ten; the West half of Northeast quarter of Northwest quarter and West half of East half of Northeast quarter of Northwest quarter of Section 15; the Northeast quarter; the West half of the West half of Southeast quarter of Section nineteen; the Northwest quarter; the South half of Northeast quarter; the North half of Southwest quarter, the Southeast quarter of Southwest quarter, the East half of Southeast quarter, and the East half of Northwest quarter of Southeast quarter of Section twenty; Southwest quarter of Northwest quarter of Section twenty-eight; East half of Northeast quarter and Southwest quarter of Northeast quarter of Section thirty-four all lying in Township one North, Range four East.

That your Oratrix owns a one-third undivided interest in said property and that Hubert B. Weekley and Joan L. Weekley each own a one-third undivided interest in the aforesaid property.

THIRD:

Your Oratrix further shows unto your Honor that at one time the said Mrs. Sarah Weekley Brown owned a dower interest in the aforesaid property which, on to-wit, November 25, 1941 she sold and conveyed to your Oratrix, Hubert B. Weekley and Joan L. Weekley, conveying each an undivided one-third interest. Your Oratrix further shows unto your Honor that prior to the time that the said Mrs. Sarah Weekley Brown sold and conveyed her dower interest in and to aforesaid lands to your Oratrix and Hubert B. Weekley and Joan L. Weekley and while said dower interest was vested in the said Mrs. Sarah Weekley Brown, Thomas J. Taylor and Sidney Lowenstein as surviving partners of the firm of Taylor-Lowenstein and Company recovered a judgment against Mrs. Sarah Weekley Brown on the 5th day of November, 1941 and which judgment was duly recorded in the office of the Judge of Probate of Baldwin County, Alabama in judgment Book 2, page 452, said judgment being filed for record on the 7th day of November, 1941, said judgment being a lien on the dower interest of Mrs. Sarah Weekley

Brown at the time she sold and conveyed the same as aforesaid.

Your Oratrix further shows unto your Honor that the said Judgment rendered against Mrs. Sarah Weekley Brown was for the sum of \$5,890.78 debt and \$31.75 costs. Your Oratrix further shows unto your Honor that on the 11th day of June, 1945 she purchased said Judgment from Thomas J. Taylor and Sidney Lowenstein as surviving partners of the firm of Taylor-Lowenstein and Company for a consideration and she is now the owner of said judgment and the indebtedness thereon.

FOURTH:

Your Oratrix further shows unto your Honor that on the 12th day of June, 1944 the aforesaid property was sold for taxes by the Tax Collector of Baldwin County, Alabama and bought in by the State of Alabama for the sum of \$186.70. Your Oratrix further shows unto your Honor that on June 12, 1945 she redeemed said land so sold at said Tax Sale by paying to the State of Alabama the sum of \$373.39; that said amount paid to the State of Alabama by way of redemption included the taxes for the year 1944. Your Oratrix further shows unto your Honor that she should be reimbursed by Hubert B. Weekley and Joan L. Weekley for their prorata part of the taxes due by them on the redemption of said land.

FIFTH:

Your Oratrix further shows unto your Honor that on the 8th day of July, 1940, Sarah Weekley Brown as guardian of your Oratrix and the Respondents, Hubert B. Weekley and Joan L. Weekley executed an oil, gas and mineral lease to the Gulf Refining Company, a corporation, which lease was filed for record in the office of the Judge of Probate of Baldwin County, Alabama on July 25, 1940 and recorded in Deed Book 72, pages 301-3; that said oil, gas and mineral lease covered all of the Oil, Gas and Minerals in, on or under the aforesaid land for a period of ten years subject to the conditions contained in said lease, a copy of which is attached hereto as Exhibit A, and made a part hereof. Your Oratrix further shows unto your Honor that the rentals on the said lease have been paid up until

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the present time.

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SIXTH:

Your Oratrix further shows unto your Honor that the said land cannot be equitably divided by metes and bounds and that to bring about an equitable Partition of the same said lands should be ordered sold by the Register of the Court after due notice for Partition and Division of the proceeds of said sale among the joint owners thereof. Your Oratrix further shows unto your Honor that to bring about this proceeding and to secure a Partition of said lands among the joint owners thereof it is necessary that she employ a Solicitor for this purpose and she has employed the law firm of Hybart & Chason, Bay Minette, Alabama as such Solicitors. Your Oratrix further shows unto your Honor that it would be practicable and best for an Abstract to be made of the aforesaid lands in case of a sale of them for Partition and Division by some competent Abstractor of Baldwin County, Alabama to be designated by the Register of this Court and his compensation for such Abstract to be taxed as a part of the costs of this proceeding; said Abstract to be delivered to the Register of the Court ten days prior to the sale of said property of Partition and Division, said Abstract to be used by the prospective bidders at said sale.

PRAYER FOR PROCESS

To the end that Equity may be had in the premises your Oratrix prays that your Honor will cause the usual Writ of Process to be issued to Hubert B. Weekley, Joan L. Weekley, Sarah Weekley Brown and the Gulf Refining Company, a corporation and that service be had on Hubert B. Weekley by registered mail by forwarding to him a copy of this Bill of Complaint and also summons of this Court, marked to be delivered to addressee only with a return receipt demanded; that a copy of said process together with a copy of this Bill of Complaint be served upon Joan L. Weekley and Sarah Weekley Brown by the constituted authority of Alabama. That said Process together with a copy of this Bill of Complaint be served upon Sarah Weekley Brown as guardian of Hubert B. Weekley and Joan L. Weekley, minors. Your Oratrix further prays that such Process, together with a copy of this Bill of Complaint, be served upon the Gulf Refining

Company, a corporation, by the constituted authority of Alabama. Your Oratrix further prays that an Attorney be appointed by this Honorable Court to represent the interest of Hubert B. Weekley in accordance with the Soldiers and Sailors Civil Relief Act of 1940, as amended.

PRAYER FOR RELIEF

The premises considered your Oratrix prays that on a final hearing of this cause that your Honor will make an appropriate Decree ordering the Register of this Court to proceed to sell the aforesaid lands for Partition and Division among the joint owners thereof after giving due notice of time and place of such sale, as provided by Statutes of Alabama and the orders of this Honorable Court; that said sale be made in front of the Court House door of Baldwin County, Alabama, to the highest bidder for cash, during the legal hours of sale. Your oratrix further prays that your Honor will order a reference by the Register of this Court to ascertain:

1. What contribution the Respondents, Hubert B. Weekley and Joan L. Weekley, should make to your Oratrix in and about her ownership of the judgment purchased by her from the said Thomas J. Taylor and Sidney Lowenstein as surviving partners of the firm Taylor-Lowenstein and Company, said contribution to be paid out of the distributive shares of Hubert B. Weekley and Joan L. Weekley flowing from said sale.
2. To ascertain what contribution should be made to your Oratrix by the said Hubert B. Weekley and Joan L. Weekley in reimbursing her in connection with the redemption of said land sold for taxes, to be paid out of their respective interests.
3. To ascertain a reasonable compensation to be paid Hybart & Chason, Solicitors, for your Oratrix, in connection with the prosecution of this suit and bringing about a sale of said lands and a distribution of the proceedings thereof among the joint owners.
4. To ascertain a reasonable compensation to be paid the Abstractor who prepares the Abstract of the aforesaid lands for the use and benefits of the proposed bidders.
5. To ascertain the interest that the Gulf Refining Company, a corporation, has in and to said lands.

Your Oratrix prays for such other, further, different and general relief as in equity may seem just and mete.

Hybart & Chason
Solicitors for Complainant.

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Exhibit "A"

THE STATE OF ALABAMA
COUNTY OF BALDWIN

827 394 820 4008
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That we, Sarah Weekley Brown, formerly Sarah Weekley) and Clark Brown, her husband, and Sarah Weekley Brown, as Guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, Minors, hereinafter called "Grantor" (Whether one or more) hereby grants to Gulf Refining Co., a Delaware Corporation, hereinafter called "Grantee," the exclusive right to explore the land hereinafter described for mineral indications, to drill and mine thereon for oil, gas, sulphur and other minerals, and to produce and appropriate any or all of same therefrom; the right to use free of charge, oil, gas and water from the land in conducting operations thereon and in treating to make marketable the products therefrom; the right to construct and use on said land telephone, telegraph and pipe lines, as well as transportation and storage facilities for the products therefrom, including salt water; the right to construct and use such canals and roads as are necessary for Grantee's operations hereunder; the right to remove from the land at any time any property placed by Grantee thereon, and all rights necessary to the full enjoyment of this grant; all, however, during the term and subject to the conditions hereinafter stated.

The said land is situated in Baldwin County, Alabama and is particularly described in Exhibit "A" hereto attached and made a part hereof, or as follows, to-wit:

EXHIBIT "A"

IN TOWNSHIP 1 NORTH RANGE 3 EAST:	SECTION	ACRES
Begin at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 13, run West 660 yards; North 660 yards; East 660 yards; South 660 yards to beginning	13	90
Southeast Quarter	22	160
Northwest Quarter of Northeast Quarter; North Half of Northwest Quarter	27	120
Southeast Quarter of Northwest Quarter; Southwest Quarter of Northeast Quarter	27	80
West half of Northwest Quarter; Northeast Quarter of Northwest Quarter; Northwest Quarter of Southwest Quarter	32	160

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	SECTION	ACRES
IN TOWNSHIP 1 NORTH RANGE 4 EAST:		
South Half of Southeast Quarter	3	80
Southwest Quarter of Northwest Quarter	3	40
West Half of Southeast Quarter of Southeast Quarter	8	20
Southeast Quarter of Southwest Quarter; South-West quarter of Southeast Quarter	8	80
North Half of Northeast Quarter; Southeast Quarter of Northeast Quarter	8	120
East Half of Southeast Quarter of Southeast Quarter	8	20
Northwest Quarter of Northwest Quarter	9	40
East Half of Southwest Quarter; Southeast Quarter of Northwest Quarter	10	120
Northeast Quarter of Northwest Quarter	10	40
South Half of Southeast Quarter of Southeast Quarter; South Half of North Half of Southeast Quarter of Southeast Quarter	10	30
North Half of North Half of Southeast Quarter of Southeast Quarter; South Half of South Half of Northeast Quarter of Southeast Quarter	10	20
South Half of North Half of Northeast Quarter of Southeast Quarter; North half of South half of Northeast Quarter of Southeast Quarter	10	20
West Half of Southeast Quarter and South Half of Southwest Quarter of Northeast Quarter	10	100
Northeast Quarter of Northwest Quarter less 100 yards on East line	15	30
West half of West Half of Southeast Quarter	19	40
Northeast Quarter	19	160
South Half of Northeast Quarter	20	80
Southwest Quarter of Northwest Quarter	20	40
East Half of Southeast Quarter; East Half of Northwest Quarter of Southeast Quarter	20	100
North Half of Northwest Quarter; Southeast Quarter of Northwest Quarter	20	120
East Half of Southwest Quarter; Northwest Quarter of Southwest Quarter	20	120
Southwest Quarter of Northwest Quarter	28	40
East Half and Southwest Quarter of Northeast Quarter	34	120
Total acreage.....		2190

Signed for identification:

Sarah Weekley Brown.

For the purpose of calculating the payments hereinafter provided for, the superficial area of the land covered by the above description is estimated to comprise.....acres.

1. The "primary term" of this grant shall extend from the date of its execution to the close of the last period for which rental, as hereinafter provided, can be paid.

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2. This grant shall terminate as to both parties on the 7th day of July, 1941, unless on or before that date Grantee begins operations for the drilling of a well on some part of the land embraced herein, or pays to the Grantor Fifteen Cents (\$.15) per acre as a rental for all of the land or such part as Grantee desires to retain hereunder. If operations for the drilling of a well are begun, such operations shall be prosecuted with reasonable diligence to completion or abandonment in a bona fide effort to find minerals in paying quantities. Should Grantee elect to retain less than the whole of the land, Grantee shall, at the time of making such payment, furnish Grantor with a description of the land retained and shall, within thirty (30) days after the above date, furnish Grantor with a release of the surrendered portions. The payment so made shall have the effect of maintaining Grantee's rights in the land retained for a period of twelve (12) months from the date above stated, without further payment or operations, and Grantee may further maintain all of the rights herein granted as to the land retained without any operations for one or more additional periods of twelve (12) months each, aggregating not to exceed nine (9) years from the above date, by paying Grantor as a rental, on or before the beginning of the next ensuing period, Fifteen Cents (\$.15) per acre for that part of the land which Grantee continues to hold hereunder. Grantee may at any time execute and deliver to Grantor, or to the depository hereinafter named, or place of record, a release or releases covering any portions of the land and thereby surrender this grant as to such portion or portions and be relieved of all obligations as to the land surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. Any notice, release, or communication to Grantor may be given to Grantor personally, or by letter addressed to Grantor at Atmore, Alabama, or by letter addressed to one of the Grantors (if there be more than one) in care of the depository or depositories hereinafter named; the payments may be made to Grantor personally or by mailing on or before the due date of the payment letter addressed to the Bank of Atmore, Bank of Atmore, Alabama or the Commercial

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National Bank in Shreveport, Bank of Shreveport, La. (or to the successors of either) transmitting Grantee's check with instructions to such bank to deposit same to Grantor's credit; all exchange, collection or other service charges made by said bank or banks on Grantee's Checks to be borne by Grantor and to be deducted from the amount of rental provided for herein at the time of payment of same. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, Grantee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Grantor shall deliver to Grantee a proper recordable instrument naming another bank as depository to receive such payments or tenders. In the event of the death of Grantor, or of any of the successors in interest of Grantor, the interest of such decedent in the rentals may be deposited in one of the depositories named to the credit of the succession of such decedent. If Grantor owns less than the entirety of the mineral rights in the land retained, then the payments herein provided for shall be proportionately reduced.

3. If prior to the discovery of oil on the land and at a time when Grantee is not actually engaged in drilling operations on the land, a well producing as much as two hundred (200) barrels of oil per day for thirty (30) consecutive days is brought in on adjoining land and within two hundred (200) feet of any outside boundary of the land then held hereunder. Grantee shall, within a reasonable time, begin, and with reasonable diligence, prosecute the drilling of a well on the land then held hereunder in an honest effort to discover oil in paying quantities.

4. After beginning operations on the land, and prior to discovering any mineral in paying quantities thereon, Grantee may maintain Grantee's rights in effect for so long as it pleases by continuing such operations without lapse of more than sixty (60) days between cessation of operations on one well and the beginning of operations for drilling another; during the primary term of this grant; Grantee may cease such operations and nevertheless maintain Grantee's rights in effect by beginning or resuming the payments hereinabove provided for, making within sixty (60) days from each cessation payment of any unpaid rental for the current period.

5. After discovery of any mineral in paying quantities on the land, all of Grantee's rights shall remain in effect so long as any mineral is produced in paying quantities from the land; and if such production should thereafter cease for any cause, Grantee may maintain all rights hereunder by beginning re-working operations or additional drilling within sixty (60) days after such cessation, or, if such cessation occurs during the primary term hereof, by commencing or resuming the payment of rental on or before the rental date next ensuing after sixty (60) days following such cessation.

6. After the discovery of any mineral in paying quantities, Grantee shall be exempt from loss or forfeiture of this grant in whole or in part, except after final judicial ascertainment that Grantee has failed to perform its duty hereunder, and thereafter Grantee shall have a reasonable opportunity to perform and prevent such loss or forfeiture, and in event of final loss or forfeiture, there shall be reserved to Grantee all producing and drilling wells with forty (40) acres surrounding each well to be designated by Grantee.

7. Grantor shall be entitled to the following royalties: one-eighth (1/8) of the oil produced and saved and not used for fuel in conducting operations on the land or in treating to make marketable the products therefrom; one eighth (1/8) of any waste oil from the land or coming onto the land from other sources, if utilized; on gas, including casinghead gas or other gaseous substance, produced from said land and sold for purposes other than the manufacture of gasoline, the market value at the well of one-eighth (1/8) of the gas so sold. If such gas is sold for the manufacture of gasoline therefrom, the royalty shall be one-eighth (1/8) of the amount realized from such sale. In the event said gas is used off the lease or in the manufacture of gasoline therefrom by Grantee, the royalty shall be one-eighth (1/8) of the market value of such gas at the well. The royalty for each well producing gas only shall be Two-Hundred and No/100 Dollars (\$200.00) each year until such time as the gas shall be utilized in the manufacture of gasoline or sold off the land;

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on sulphur fifty cents (50¢) for each long ton marketed; on salt three (3¢) for each long ton marketed; and a reasonable royalty on any other mineral produced in quantities deemed by Grantee to be paying. These royalties are based upon the ownership of the entirety of the mineral rights by Grantor. If Grantor owns less than such entirety of the mineral rights in any portion of the land from which any mineral may be produced, such royalties shall be paid only in the proportion that Grantor's interest in the mineral rights in such portion bears to the entirety of the mineral rights therein.

8. The oil royalty shall be delivered to Grantor at Grantor's opinion into storage tanks provided by Grantor at Grantor's expense on the land retained, or into any pipe line connected with the well; if Grantee provides such pipe line, Grantee may purchase such royalty oil as its posted market price for oil of like kind and quality from the same field; if no storage tanks are provided by Grantor and there is no pipe line connected with the well, Grantee shall have the optional right to purchase the royalty oil at the market price at the well, or to sell such oil and to account to Grantor at the market price at the well.

9. Grantee shall bury its pipe lines below plow depth when requested by Grantor. No well shall be drilled nearer than two hundred (200) feet to the house or barn on said land without the written consent of Grantor, and Grantee shall be responsible for all damages caused by Grantee's operations other than damages necessarily caused by the exercise of the rights herein granted.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or the minerals in and under the same or assignment of rentals or royalties shall be binding on Grantee unless Grantee shall have been furnished thirty (30) days before payment hereunder of such rentals or royalties with certified copies of recorded instruments showing the muniments of title; and it is hereby agreed that in the event this grant shall be assigned as to a part or as to parts of the land and the assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him

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or them, such default shall not operate to defeat or affect this grant insofar as it covers any part or parts of said land upon which Grantee or any assignee of Grantee shall make due payment of said rental.

11. Grantor hereby warrants and agrees to defend the title to said land and to the minerals in and under the same, and agrees that Grantee shall have the right at any time to discharge in whole or in part any tax, mortgage or other lien upon said land or mineral rights therein, including redemption from tax sale or adjudication and be subrogated to the rights of the holder thereof, and thereafter Grantee shall have the right to retain all rentals and royalties provided for hereunder, or any portion or portions thereof, and apply same towards reimbursement of Grantee for such payments upon giving notice of its intention to so apply such payments to Grantor or to one of the depositories named herein.

Grantor acknowledges receipt of Three Hundred Twenty-eight & 50/100 Dollars (\$328.50), paid by Gulf Refining Company, a Delaware Corporation, as the full and adequate consideration for every right granted herein.

IN TESTIMONY WHEREOF, this instrument is signed in the presence of the undersigned competent witnesses, on this 8th day of July, A.D. 1940.

WITNESSES:

W. E. Coker
Notary Public

Sarah Weekley Brown

Clark Brown

Sarah Weekley Brown
As Guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, Minors.

STATE OF ALABAMA

ESCAMBIA COUNTY

I, W. E. Coker, a Notary Public, within and for said County in said State, hereby certify that Sarah Weekley Brown and Clark Brown, her husband, 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 official seal on this the 8th day of July, 1940.

W. E. Coker
Notary Public, Escambia County, Alabama.

STATE OF ALABAMA

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ESCAMBIA COUNTY

I, W. E. Coker, a Notary Public, within and for said County in said State, hereby certify that Sarah Weekley Brown, whose name as Guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, minors, 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, in her capacity as such Guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, minors, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 8th day of July, 1940.

W. E. Coker
Notary Public, Escambia County,
Alabama.

MELBA WEEKLEY BROWN

COMPLAINANT

VS.

HUBERT B. WEEKLEY AND JOAN
L. WEEKLEY, Minors, SARAH
WEEKLEY BROWN, GULF REFINING
COMPANY, a corporation,

RESPONDENTS

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

This cause coming on for hearing is submitted for final decree on the Bill of Complaint admissions in the answers of Gulf Refining Company, a Corporation, Hubert B. Weekley and Sarah Weekley Brown and the testimony of Melba Weekley Brown as noted in the note of testimony. All of which being understood by the Court and the court is of the opinion that the Complainant is entitled to relief as prayed for.

And it further appearing to the court that the said Complainant and Hubert B. Weekley and Joan L. Weekley, a minor, Respondents, are the joint owners of the following described real estate, situated in Baldwin County, Alabama, to-wit;

Begin at Northeast corner of Southeast quarter of Southeast quarter of Section thirteen, Township One North, Range three East, run West 660 yds, thence North 660 yds, thence East 660 yds, thence South 660 yds to the point of beginning containing 90 acres in Section thirteen; Southeast quarter of Section twenty-two; West half of Northeast quarter; East half of Northwest quarter and Northwest quarter of Northwest quarter, Section twenty-seven; the West half of Northwest quarter, Northeast quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section thirty-two all lying in Township one North, Range three East.

South half of Southeast quarter of Section three; the North half of Northeast quarter, Southeast quarter of Northeast quarter, Southeast quarter of Southwest quarter, Southwest quarter of Southeast quarter and West half of Southeast quarter of Southeast quarter of Section eight, Northwest quarter of Northwest quarter of Section nine; the East half of Northwest quarter; the East half of Southwest quarter; the Southeast quarter of Southeast quarter; the South half of Northeast quarter of the Southeast quarter and the South half of North half of Northeast quarter of Southeast quarter of Section ten; the West half of Northeast quarter of Northwest quarter and West half of East half of Northeast quarter of Northwest quarter of Section 15; the Northeast quarter; the West half of the West half of Southeast quarter of section nineteen; the Northwest quarter; the South half of Northeast quarter; the North half of the Southwest quarter, the Southeast quarter of Southwest quarter, the East half of Southeast quarter, and the East half of Northwest quarter of Southeast quarter of Section twenty; Southwest quarter of Northwest quarter of Section twenty-eight; East half of Northeast quarter and Southwest quarter of Northeast quarter of Section thirty-

four all lying in Township one North, Range four East.

Subject to an Oil, Gas and Mineral Lease executed by Sarah Weekley Brown as guardian of Melba L. Weekley, who is the same person as Melba Weekley Brown, and as guardian of Hubert B. Weekley and Joan L. Weekley, minors, and was executed by Sarah Weekley Brown and her husband, Clark Brown, which lease is dated July 8, 1940, to the Gulf Refining Company, a corporation, which lease was filed for record in the office of Judge of Probate in Baldwin County, Alabama, on July 25, 1945, and is recorded in Deed Book 72, pages 301-3; that said Oil, Gas and Mineral Lease covers all of the oil, gas and minerals in, on or under the aforesaid lands for a period of ten years subject to the conditions contained in said lease.

And it further appearing to the court that each of the aforesaid parties, that is, Melba Weekley Brown, Hubert B. Weekley and Joan L. Weekley, each own a one-third interest in the aforesaid lands.

And it further appearing to the court that the Respondent, Sarah Weekley Brown, at one time owned a dower interest in and to the aforesaid lands but prior to the institution of the proceedings in this cause she had conveyed her said dower interest to the said Melba Weekley Brown, Hubert B. Weekley and Joan L. Weekley and has no further interest in said lands.

And it further appearing to the court that the aforesaid lands are incapable of an equitable division among the joint owners thereof by metes and bounds, and that it is necessary to bring about an equitable partition and division of said lands, that they be sold under the orders of this court and proceeds flowing therefrom be equally divided between said joint owners after deducting the costs of this proceeding or suit, and amount to be paid Complainant as hereinafter provided.

It is therefore, ordered, adjudged and decreed that said lands be sold for partition and division of the proceeds thereof between Melba Weekley Brown, Hubert B. Weekley and Joan L. Weekley, a minor.

It is further ordered, adjudged and decreed that the Register of this court shall proceed to sell said lands for said purpose in front of the courthouse door of Baldwin County, Alabama, on October 8th, 1945, at public outcry, to the highest bidder for cash during the legal hours of sale after giving notice of time, place and terms of said sale by publication in

some newspaper published in Baldwin County, Alabama, for three successive weeks and said Register is to report the results of said sale to this court as provided by law.

And it further appearing to the court that prior to the conveyance of the dower interest in the aforesaid property heretofore owned by Sarah Weekley Brown to the said Melba Weekley Brown, Hubert B. Weekley and Joan L. Weekley and while the said Sarah Brown was the owner of said dower interest in said lands that Thomas J. Taylor and Sidney Lowenstein as surviving partners of Taylor-Lowenstein and Company, Plaintiff, recovered a judgment in the Circuit Court of Baldwin County, Alabama, in the sum of \$5,890.78 and for the sum of \$31.75, the cost of said suit against Sarah Brown and one Clark Brown, which said judgment was recovered on the 6th day of November, 1941, and filed for record in the Probate Office of Baldwin County, Alabama, on the 7th day of November, 1941, and was recorded in Judgment Record No. 2 at page 452, Probate Office, Baldwin County, Alabama, and an existing lien on said dower interest at the time that the said Sarah Weekley Brown conveyed the same as afore stated.

And it further appearing to the court that on the 11th day of June, 1945, for and in consideration of \$1000.00 paid to the said Thomas J. Taylor and Sidney Lowenstein as surviving partners of the firm of Taylor-Lowenstein and Company by Melba Weekley Brown, Complainant, the said Thomas J. Taylor and Sidney Lowenstein as surviving partners of the firm of Taylor-Lowenstein and Company sold and conveyed the said judgment to her and that she should be reimbursed as near as possible to the amount that she expended in the purchase of said judgment out of what would have been the dower interest of the said Sarah Weekley Brown at the time said judgment was recovered.

And it further appearing to the court that on to-wit: the 12th day of June, 1944, that the aforesaid lands were sold by M. H. Wilkins, Tax Collector of Baldwin County, Alabama, to the State of Alabama for taxes due State of Alabama and Baldwin County, at that time.

And it further appearing to the court that the Complainant Melba Weekley Brown, on the 12th day of June, 1945, redeemed said lands from said tax sale, expended therefor the sum of \$373.39 as shown by Exhibit "C" to her testimony, which is the receipt for the same, executed by W. R. Stuart, Judge of Probate Court, Baldwin County, Alabama, for which sum of Money so expended she should be reimbursed for the same out of the proceeds of the sale of the aforesaid lands for partition and division.

And it further appearing that it was necessary for the Complainant to employ the firm of Hybart and Chason, Solicitors practicing law at the Baldwin County Bar for the purpose of prosecuting these proceedings.

It is further ordered, adjudged and decreed that the Register of this court shall hold a reference to ascertain the value of the dower interest of the said Sarah Weekley Brown at the time that the aforesaid judgment was recovered against her and the said Clark Brown.

It is further ordered that on said reference that the Register ascertain a reasonable Solicitors' fee to be paid Hybart and Chason for services rendered in the prosecution of this suit, the same to be taxed as a part of the cost of this proceeding, that the Register also ascertain on this reference a reasonable fee to be paid H. E. Smith, a practicing attorney at the Baldwin County Bar as the guardian ad litem of Joan L. Weekley, a minor, in this proceeding, all further orders being held up on the incoming of the report of said sale and said reference.

Signed at Monroeville, Alabama, this 4th day of September, 1945.



Judge

Melba Weekley Brown
Complainant

Vs.

Hubert B. Weekley and Joan
S. Weekley, minors, Sarah
Weekley Brown, all Re-
fining Company, a Corporation.
Respondents

Decree

Filed Sept 10 - 1945
J. P. [Signature]
[Signature]

[Handwritten signature]

MELBA WEEKLEY BROWN

Complainant,

VS.

HUBERT B. WEEKLEY, JOAN L.
WEEKLEY, MRS. SARAH WEEKLEY
BROWN AND GULF REFINING
COMPANY, a Corporation,

Respondents.

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

This matter coming on for hearing is submitted on the report of the Register, reporting the sale of the lands involved in this proceedings as directed by the former decree in this cause; and also on the report of the Register on reference to ascertain a reasonable Solicitor's fee to be paid the Solicitors for Complainant; and also on reference to ascertain a reasonable fee to be paid H. E. Smith, a Solicitor at the Bay Minette bar, as guardian ad litem; and also a reasonable abstractor's fee for making an abstract of the real estate in this proceedings for the use of the bidders at the sale of the property herein involved; and also the purpose of ascertaining the value of the dower interest of Sarah Weekley Brown at the time that the judgment mentioned in said decree was recovered against her and Clark Brown by Thomas J. Taylor and Sidney Lowenstien as surviving partners of the firm of Taylor-Lowenstien Company, and all of which is understood by the court, and the court is of the opinion that said reports on said references should be confirmed.

It is, therefore, ordered, adjudged and decreed that the sale of said lands involved in this proceedings to Melba Weekley Brown and Hubert B. Weekley, jointly, and who were the highest and best bidders for the same, at and for the sum of ELEVEN THOUSAND AND NO/100 (\$11,000.00) DOLLARS, said bid being the reasonable market value of said lands and said Melba Weekley Brown and Hubert B. Weekley having paid said purchase price unto the Registry of this Court, be and the same as hereby confirmed in all of its particulars.

It is further ordered, adjudged, and decreed that the Register of this court execute his deed to Melba Weekley Brown

and Hubert B. Weekley conveying the interest of all the parties to this proceedings in and to said lands except that owned by The Gulf Refining Company, a corporation, to the said Melba Weekley Brown and Hubert B. Weekley.

It is further ordered, adjudged, and decreed that the report as to the Solicitors' fee to be paid Solicitors for Complainant be and the same is hereby confirmed, and that the Register of this court shall pay to Hybart and Chason, Solicitors for Complainant, the sum of ELEVEN HUNDRED AND NO/100 (\$1100.00) DOLLARS, as such Solicitors' fee.

It is further ordered, adjudged, and decreed that the report of the Register as to the fee to be paid H. E. Smith, Solicitor at the Bay Minette bar, as guardian ad litem be and the same is hereby confirmed, and that the Register of this court shall pay to H. E. Smith the sum of FIFTY AND NO/100 (\$50.00) DOLLARS, as a reasonable fee for his said services.

It is further ordered, adjudged, and decreed that the report of the Register as to the fee for making abstract of said lands be and the same is hereby confirmed and that the Register of this court shall pay to John Chason, attorney at law, the sum of THREE HUNDRED THIRTY-TWO AND NO/100 (\$332.00) DOLLARS as a reasonable fee for making said abstract.

It is further ordered, adjudged and decreed that after said Solicitors' fee and guardian ad litem fee and said abstract fee, which are taxed as a part of the costs herein, together with the costs of this proceedings shall have been paid, there shall be deducted from the sum remaining, the sum of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, being the amount ascertained to be the value of the dower interest in and to the aforesaid lands of Sarah Weekley Brown at the time that the judgment mentioned in said decree was recovered against her and Clark Brown by Thomas J. Taylor and Sidney Lowenstien as surviving partners of the firm of Taylor-Lowenstien Company; that said judgment was recovered on the 5th day of November, 1941, and the same being recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Judgment Book 2 at page 452; said judgment being filed for record on the 7th day

of November, 1941, and the same being for the sum of FIVE THOUSAND EIGHT HUNDRED AND NINETY AND 78/100 (\$5,890.78) DOLLARS, plus THIRTY ONE AND 75/100 (\$31.75) DOLLARS cost on the day that the same was recovered, and it appearing that on the 11th day of June, 1945, Complainant, Melba Weekley Brown, acquired such judgment from Thomas J. Taylor and Sidney Lowenstien as surviving partners of the firm of Taylor-Lowenstien Company, for a consideration and that there is now due on said judgment a considerable sum, more than the dower interest of Sarah Weekley Brown, in and to the lands involved in this suit, and it is mete and proper that the value of the dower interest of the said Sarah Weekley Brown be paid over to the purchaser of said judgment.

It is there ordered, adjudged, and decreed that the Register of this court pay from the proceeds of said sale the said sum of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, to said Melba Weekley Brown for her interest in the dower right of the said Sarah Weekley Brown in and to said lands.

And it further appearing to the court that on the 12th day of June, 1944, the property involved in this proceedings was sold for taxes by the Tax Collector of Baldwin County, Alabama, and bought in by the state of Alabama for the sum of ONE HUNDRED EIGHTY-SIX AND 70/100 (\$186.70) DOLLARS, and that on June 12th, 1945, Melba Weekley Brown redeemed said lands so sold at said tax sale by paying to the State of Alabama the sum of THREE HUNDRED SEVENTY-THREE AND 39/100 (\$373.39) DOLLARS: that said amount paid to the State of Alabama by way of redemption included the taxes on said lands for the year 1944.

It is further ordered, adjudged, and decreed that the Register of this court shall pay over out of the proceeds of said sale the sum of THREE HUNDRED SEVENTY-THREE AND 39/100 (\$373.39) DOLLARS to the said Melba Weekley Brown with interest at Six percent from June 12, 1945.

It is further ordered, adjudged, and decreed that after deducting the aforesaid items from the proceeds of the sale of said lands the Register shall divide the remainder of said purchase price of said lands as follows: One-third of the same to Melba Weekley Brown; one-third of the same to Hubert B. Weekley, and one-third of the same to Joan L. Weekley.

It is further ordered, adjudged, and decreed that the amount of said proceeds as ascertained by the Register as being due Melba Weekley Brown be paid over to her; that the one-third of the proceeds of said sale ascertained by the Register to be due Hubert B. Weekley, and one-third of said proceeds of said sale ascertained to be due Joan L. Weekley, be paid over to Sarah Weekley Brown, guardian of said Hubert B. Weekley and Joan L. Weekley, minors; provided the bond that she is under as guardian of said minors be in a sum equal to twice their collective interest in and to said proceeds of said sale. In the distribution of said funds, the Register is directed to take proper receipt from all of said distributees and make them a part of the file in this cause. All other orders are held up awaiting the Register's report as to the distribution of the proceeds of said sale as herein directed.

Dated at Monroeville, Alabama, this 23rd day of October, 1945.

F. M. Hare
JUDGE

FINAL DECREE CONFIRMING SALE,
REGISTER'S REPORT ON REFERENCE,
& ORDERING DISTRIBUTION OF
PROCEEDS OF SALE.

MELBA WEEKLEY BROWN,
Complainant,

VS.

HUBERT B. WEEKLEY AND JOAN L.
WEEKLEY, Minors, SARAH WEEKLEY
BROWN, GULF REFINING COMPANY,
a corporation,

Respondents.

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

Filed: October 24, 1945.


Register.

[Faint, mostly illegible text, likely bleed-through from the reverse side of the page. The text appears to be a continuation of the legal proceedings, mentioning names like Hubert B. Weekley and Joan L. Weekley.]

CIVIL SUBPOENA—COPY—In case witness shall wish to charge for attendance, he shall produce to the Clerk in term this Subpoena, or within five days after adjournment of Court, eise he will be barred Times Pg. Co., Bay Minette.

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

} Case No. _____ Term, 194__

To any Sheriff of the State of Alabama, GREETING:

You are hereby commanded to summon _____
if to be found in your County, at the instance of the _____
to be and appear before the honorable, the Judge of the Circuit Court of Baldwin County, at the Court House there-
of, by _____ o'clock of the forenoon, on the _____ day of _____, 194__
and from day to day and term to term of said Court until discharged by law, then and there to testify, and
the truth to say, in a certain cause pending, wherein _____ Plaintiff
and _____ Defendant.

Herein fail not and have you then and there this Writ.

Given under my hand and seal, this _____ day of _____ 194__

Clerk

October 24th 1945

Received of R.S. Duck, Register the sum of \$50.00 , Guardian adlitem
fee in the Case of Melba Weekley Brown. vs Hubert B. Weekley et al.

H.E. Smith

Bay Minette Ala

October 8th 1945

Received of R. S. Duck Register in Chancery.
\$3250.00 my Share of the Proceeds of the Sale in the
Case of Melba Weekley Brown. Vs. Hubert B, Weekley et al.

Melba Weekley Brown
Melba Weekley Brown

Bay Minette Ala

October 8th 1945

Received of R.S. Duck Register in Chancery,
\$3250.00 my Share of the Proceeds of the sale in.
the case of Melba Weekley Brown. vs Hubert B. Weekley et al.

Hubert B. Weekley
Hubert B. Weekley
by *A. F. "Bill" Brown*
Attorney in Fact.

Melba Weekley Brown
Complainant

vs.

Hubert B. Weekley, et
als., Respondents.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
IN EQUITY. No. 1369

Order Appointing Guardian ad Litem.

In this cause it appearing to the Register that the Respondent, Joan L. Weekley, is a minor under fourteen years of age, and it further appearing that no person has been nominated to act as guardian ad litem for said minor respondent, and H. E. Smith Esq., being a fit and suitable person, it is now therefore ordered by the Register that H. E. Smith Esq., be, and he is hereby, appointed as guardian ad litem for, and to represent the interests of, the said minor in this cause.

Done this _____ day of August, 1945.

Register

MELBA WEEKLEY BROWN,)
 Complainant,)
 vs.)
 HUBERT B. WEEKLEY, JOAN)
 L. WEEKLEY, MRS. SARAH)
 WEEKLEY BROWN, & GULF)
 REFINING COMPANY, a corp-)
 oration.)
 Respondents.)

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

Case No. 1369

This matter coming on to be heard and it appearing to the Court that under the Decree of said Court rendered in the above styled cause on October 23, 1945, it was decreed that the proceeds of the sale referred to therein that was ascertained by the Register to be due Hubert B. Weekley and the proceeds of said sale that was ascertained to be due Joan L. Weekley, be paid over to Sarah Weekley Brown, guardian of said Hubert B. Weekley and Joan L. Weekley, minors, provided the Bond that she is under as guardian of said minors be in a sum equal to twice their collective interests in and to said proceeds of said sale;

And it is further appearing to the Court from the answer of Hubert B. Weekley and from the Answer of Sarah Weekley Brown as guardian of Hubert B. Weekley that the disabilities of non-age of the said Hubert B. Weekley was removed by the Circuit Court of Escambia County, Alabama, on July 17, 1944;

It is therefore ordered, adjudged and decreed by the Court that the Decree of said Court rendered October 23, 1945 be modified so that the last paragraph of said Decree shall read as follows: It is further ordered, adjudged and decreed that the amount of said proceeds as ascertained by the Register as being due Melba Weekley Brown be paid over to her; that the amount of proceeds as ascertained by the Register as being due Hubert B. Weekley be paid over to him; that the amount of said proceeds as ascertained by the

Register as being due Joan L. Weekley be paid over to Sarah Weekley Brown, guardian of Joan L. Weekley, a minor, provided that she as guardian of said minor be under a Bond in a sum equal to twice the distributive share of said minor. In the distribution of said funds, the Register is directed to take proper receipts from all of said distributees and make them a part of the file in this cause. All other orders are held up awaiting the Register's report as to the distribution of the proceeds of said sale as herein directed.

Dated at Monroeville, Alabama this 30th day of

October, 1945.

J. W. Hare
Judge.

DECREE

MELBA WEEKLEY BROWN,

Complainant

vs.

HUBERT B. WEEKLEY, ET AL,

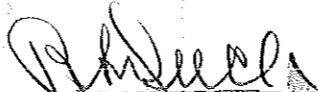
Respondents.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

IN EQUITY.

FILED: November 1, 1945



Register.

STATE OF ALABAMA
BALDWIN COUNTY

)
)
)

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Hubert B. Weekley and Joan L. Weekley, minors, Sarah Weekley Brown and Gulf Refining Company, a corporation, to appear and plead, answer or demur, within thirty days ~~from~~ service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, -- Bay Minette, Alabama, in which Bill of Complaint, Melba Weekley Brown is Complainant and Hubert B. Weekley & Joan L. Weekley, minors, Sarah Weekley Brown and Gulf Refining Company, a corporation, are the Respondents.

Witness my hand and seal this 13 day of July, 1945.



Register.

MELBA WEEKLEY BROWN)	
)	
COMPLAINANT)	
)	IN THE CIRCUIT COURT OF
VS.)	
)	
HUBERT B. WEEKLEY AND JOAN)	
L WEEKLEY, Minors, SARAH)	BALDWIN COUNTY, ALABAMA
WEEKLEY BROWN, GULF REFINING)	
COMPANY, a corporation,)	
)	
RESPONDENTS.)	IN EQUITY.

TO THE HONORABLE F. W. HARE, JUDGE OF THE 21ST JUDICIAL CIRCUIT OF ALABAMA:

Your Oratrix, Melba Weekley Brown, humbly complaining of the Respondents in a matter of Partition shows unto your Honor as follows:

FIRST:

That she is a resident of Escambia County, Alabama, and is over the age of twenty-one years; that the Respondents, Hubert B. Weekley is a minor over the age of fourteen years and is now in the Armed Services of the United States of America and his address is as follows: S 1/c Ships Company-Heavy Equipment, Camp Peary, Virginia; that Joan L. Weekley is a minor under the age of fourteen years and resides with her mother, Mrs. Sarah Weekley Brown at Atmore, Alabama; that the said Mrs. Sarah Weekley Brown is also the duly appointed guardian of both Hubert B. Weekley and Joan L. Weekley having been appointed as such by the Probate Court of Baldwin County, Alabama; that Mrs. Sarah Weekley Brown is over the age of twenty-one years and is a resident of Atmore, Alabama; that the Gulf Refining Company is a foreign corporation and is doing business in the State of Alabama by Agent.

SECOND:

Your Oratrix further shows unto your Honor that she and the Respondents, Hubert B. Weekley and Joan L. Weekley are the joint owners of the following described real estate situated in Baldwin County, Alabama, to-wit:-

Begin at Northeast corner of Southeast quarter of Southeast quarter of Section thirteen, Township one North, Range three East, run West 660 yds, thence North 660 yds, thence East 660 yds, thence South 660 yds to the point of beginning containing 90 acres in Section thirteen; Southeast quarter of Section twenty-two; West half of Northeast quarter; East half of Northwest quarter and *North*

West quarter of Northwest quarter, Section twenty-seven; the West half of Northwest quarter, Northeast quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section thirty-two all lying in Township one North, Range three East.

South half of Southeast quarter of Section three; the North half of Northeast quarter, Southeast quarter of Northeast quarter, Southeast quarter of Southwest quarter, Southwest quarter of Southeast quarter and West half of Southeast quarter of Southeast quarter of Section eight, Northwest quarter of Northwest quarter of Section nine; the East half of Northwest quarter; the East half of Southwest quarter; the Southeast quarter of Southeast quarter; the South half of Northeast quarter of Southeast quarter and the South half of North half of Northeast quarter of Southeast quarter of Section ten; the West half of Northeast quarter of Northwest quarter and West half of East half of Northeast quarter of Northwest quarter of Section 15; the Northeast quarter; the West half of the West half of Southeast quarter of Section nineteen; the Northwest quarter; the South half of Northeast quarter; the North half of Southwest quarter, the Southeast quarter of Southwest quarter, the East half of Southeast quarter, and the East half of Northwest quarter of Southeast quarter of Section twenty; Southwest quarter of Northwest quarter of Section twenty-eight; East half of Northeast quarter and Southwest quarter of Northeast quarter of Section thirty-four all lying in Township one North, Range four East.

That your Oratrix owns a one-third undivided interest in said property and that Hubert B. Weekley and Joan L. Weekley each own a one-third undivided interest in the aforesaid property.

THIRD:

Your Oratrix further shows unto your Honor that at one time the said Mrs. Sarah Weekley Brown owned a dower interest in the aforesaid property which, on to-wit, November 25, 1941 she sold and conveyed to your Oratrix, Hubert B. Weekley and Joan L. Weekley, conveying each an undivided one-third interest. Your Oratrix further shows unto your Honor that prior to the time that the said Mrs. Sarah Weekley Brown sold and conveyed her dower interest in and to aforesaid lands to your Oratrix and Hubert B. Weekley and Joan L. Weekley and while said dower interest was vested in the said Mrs. Sarah Weekley Brown, Thomas J. Taylor and Sidney Lowenstein as surviving partners of the firm of Taylor-Lowenstein and Company recovered a judgment against Mrs. Sarah Weekley Brown on the 5th day of November, 1941 and which judgment was duly recorded in the office of the Judge of Probate of Baldwin County, Alabama in judgment Book 2, page 452, said judgment being filed for record on the 7th day of November, 1941, said judgment being a lien on the dower interest of Mrs. Sarah Weekley

Brown at the time she sold and conveyed the same as aforesaid.

Your Oratrix further shows unto your Honor that the said Judgment rendered against Mrs. Sarah Weekley Brown was for the sum of \$5,890.78 debt and \$31.75 costs. Your Oratrix further shows unto your Honor that on the 11th day of June, 1945 she purchased said Judgment from Thomas J. Taylor and Sidney Lowenstein as surviving partners of the firm of Taylor-Lowenstein and Company for a consideration and she is now the owner of said judgment and the indebtedness thereon.

FOURTH:

Your Oratrix further shows unto your Honor that on the 12th day of June, 1944 the aforesaid property was sold for taxes by the Tax Collector of Baldwin County, Alabama and bought in by the State of Alabama for the sum of \$186.70. Your Oratrix further shows unto your Honor that on June 12, 1945 she redeemed said land so sold at said Tax Sale by paying to the State of Alabama the sum of \$373.39; that said amount paid to the State of Alabama by way of redemption included the taxes for the year 1944. Your Oratrix further shows unto your Honor that she should be reimbursed by Hubert B. Weekley and Joan L. Weekley for their prorata part of the taxes due by them on the redemption of said land.

FIFTH:

Your Oratrix further shows unto your Honor that on the 8th day of July, 1940, Sarah Weekley Brown as guardian of your Oratrix and the Respondents, Hubert B. Weekley and Joan L. Weekley executed an oil, gas and mineral lease to the Gulf Refining Company, a corporation, which lease was filed for record in the office of the Judge of Probate of Baldwin County, Alabama on July 25, 1940 and recorded in Deed Book 72, pages 301-3; that said oil, gas and mineral lease covered all of the Oil, Gas and Minerals in, on or under the aforesaid land for a period of ten years subject to the conditions contained in said lease, a copy of which is attached hereto as Exhibit A, and made a part hereof. Your Oratrix further shows unto your Honor that the rentals on the said lease have been paid up until

the present time.

SIXTH:

Your Oratrix further shows unto your Honor that the said land cannot be equitably divided by metes and bounds and that to bring about an equitable Partition of the same said lands should be ordered sold by the Register of the Court after due notice for Partition and Division of the proceeds of said sale among the joint owners thereof. Your Oratrix further shows unto your Honor that to bring about this proceeding and to secure a Partition of said lands among the joint owners thereof it is necessary that she employ a Solicitor for this purpose and she has employed the law firm of Hybart & Chason, Bay Minette, Alabama as such Solicitors. Your Oratrix further shows unto your Honor that it would be practicable and best for an Abstract to be made of the aforesaid lands in case of a sale of them for Partition and Division by some competent Abstractor of Baldwin County, Alabama to be designated by the Register of this Court and his compensation for such Abstract to be taxed as a part of the costs of this proceeding; said Abstract to be delivered to the Register of the Court ten days prior to the sale of said property of Partition and Division, said Abstract to be used by the prospective bidders at said sale.

PRAAYER FOR PROCESS

To the end that Equity may be had in the premises your Oratrix prays that your Honor will cause the usual Writ of Process to be issued to Hubert B. Weekley, Joan L. Weekley, Sarah Weekley Brown and the Gulf Refining Company, a corporation and that service be had on Hubert B. Weekley by registered mail by forwarding to him a copy of this Bill of Complaint and also summons of this Court, marked to be delivered to addressee only with a return receipt demanded; that a copy of said process together with a copy of this Bill of Complaint be served upon Joan L. Weekley and Sarah Weekley Brown by the constituted authority of Alabama. That said Process together with a copy of this Bill of Complaint be served upon Sarah Weekley Brown as guardian of Hubert B. Weekley and Joan L. Weekley, minors. Your oratrix further prays that such Process, together with a copy of this Bill of Complaint, be served upon the Gulf Refining

Company, a corporation, by the constituted authority of Alabama. Your Oratrix further prays that an Attorney be appointed by this Honorable Court to represent the interest of Hubert B. Weekley in accordance with the Soldiers and Sailors Civil Relief Act of 1940, as amended.

PRAYER FOR RELIEF

The premises considered your Oratrix prays that on a final hearing of this cause that your Honor will make an appropriate Decree ordering the Register of this Court to proceed to sell the aforesaid lands for Partition and Division among the joint owners thereof after giving due notice of time and place of such sale, as provided by Statutes of Alabama and the orders of this Honorable Court; that said sale be made in front of the Court House door of Baldwin County, Alabama, to the highest bidder for cash, during the legal hours of sale. Your Oratrix further prays that your Honor will order a reference by the Register of this Court to ascertain:

1. What contribution the Respondents, Hubert B. Weekley and Joan L. Weekley, should make to your Oratrix in and about her ownership of the judgment purchased by her from the said Thomas J. Taylor and Sidney Lowenstein as surviving partners of the firm Taylor-Lowenstein and Company, said contribution to be paid out of the distributive shares of Hubert B. Weekley and Joan L. Weekley flowing from said sale.
2. To ascertain what contribution should be made to your Oratrix by the said Hubert B. Weekley and Joan L. Weekley in reimbursing her in connection with the redemption of said land sold for taxes, to be paid out of their respective interests.
3. To ascertain a reasonable compensation to be paid Hybart & Chason, Solicitors, for your Oratrix, in connection with the prosecution of this suit and bringing about a sale of said lands and a distribution of the proceedings thereof among the joint owners.
4. To ascertain a reasonable compensation to be paid the Abstractor who prepares the Abstract of the aforesaid lands for the use and benefits of the proposed bidders.
5. To ascertain the interest that the Gulf Refining Company, a corporation, has in and to said lands.

Your Oratrix prays for such other, further, different and general relief as in equity may seem just and mete.


Solicitors for Complainant.

Exhibit "A"

THE STATE OF ALABAMA

COUNTY OF BALDWIN

*Original
G. H. Brown*

That we, Sarah Weekley Brown, formerly Sarah Weekley) and Clark Brown, her husband, and Sarah Weekley Brown, as Guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, Minors, hereinafter called "Grantor" (whether one or more) hereby grants to Gulf Refining Co., a Delaware Corporation, hereinafter called "Grantee," the exclusive right to explore the land hereinafter described for mineral indications, to drill and mine thereon for oil, gas, sulphur and other minerals, and to produce and appropriate any or all of same therefrom; the right to use free of charge, oil, gas and water from the land in conducting operations thereon and in treating to make marketable the products therefrom; the right to construct and use on said land telephone, telegraph and pipe lines, as well as transportation and storage facilities for the products therefrom, including salt water; the right to construct and use such canals and roads as are necessary for Grantee's operations hereunder; the right to remove from the land at any time any property placed by Grantee thereon, and all rights necessary to the full enjoyment of this grant; all, however, during the term and subject to the conditions hereinafter stated.

The said land is situated in Baldwin County, Alabama and is particularly described in Exhibit "A" hereto attached and made a part hereof, or as follows, to-wit:-

EXHIBIT "A"

IN TOWNSHIP 1 NORTH RANGE 3 EAST:	SECTION	ACRES
Begin at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 13; run West 660 yds; North 660 yards; East 660 yards; South 660 yards to beginning	13	90
Southeast Quarter	22	160
Northwest Quarter of Northeast Quarter; North Half of Northwest Quarter	27	120
Southeast Quarter of Northwest Quarter; Southwest Quarter of Northeast Quarter	27	80
West Half of Northwest Quarter; Northeast Quarter of Northwest Quarter; Northwest Quarter of Southwest Quarter	32	160

IN TOWNSHIP 1 NORTH RANGE 4 EAST:	SECTION	ACRES
South Half of Southeast Quarter	3	80
Southwest Quarter of Northwest Quarter	3	40
West Half of Southeast Quarter of Southeast Quarter	8	20
Southeast Quarter of Southwest Quarter; Southwest Quarter of Southeast Quarter	8	80
North Half of Northeast Quarter; Southeast Quarter of Northeast Quarter	8	120
East Half of Southeast Quarter of Southeast Quarter	8	20
Northwest Quarter of Northwest Quarter	9	40
East Half of Southwest Quarter; Southeast Quarter of Northwest Quarter	10	120
Northeast Quarter of Northwest Quarter	10	40
South Half of Southeast Quarter of Southeast Quarter; South Half of North Half of Southeast Quarter of Southeast Quarter	10	30
North Half of North Half of Southeast Quarter of Southeast Quarter; South Half of South Half of Northeast Quarter of Southeast Quarter	10	20
South Half of North Half of Northeast Quarter of Southeast Quarter; North Half of South Half of Northeast Quarter of Southeast Quarter	10	20
West Half of Southeast Quarter and South Half of Southwest Quarter of Northeast Quarter	10	100
Northeast Quarter of Northwest Quarter less 100 yards on East line	15	30
West Half of West Half of Southeast Quarter	19	40
Northeast Quarter	19	160
South Half of Northeast Quarter	20	80
Southwest Quarter of Northwest Quarter	20	40
East Half of Southeast Quarter; East Half of Northwest Quarter of Southeast Quarter	20	100
North Half of Northwest Quarter; Southeast Quarter of Northwest Quarter	20	120
East Half of Southwest Quarter; Northwest Quarter of Southwest Quarter	20	120
Southwest Quarter of Northwest Quarter	28	40
East Half and Southwest Quarter of Northeast Quarter	34	120
Total acreage.....		2190

Signed for identification:

Sarah Weekley Brown.

For the purpose of calculating the payments hereinafter provided for, the superficial area of the land covered by the above description is estimated to comprise.....acres.

1. The "primary term" of this grant shall extend from the date of its execution to the close of the last period for which rental, as hereinafter provided, can be paid.

2. This grant shall terminate as to both parties on the 7th day of July, 1941, unless on or before that date Grantee begins operations for the drilling of a well on some part of the land embraced herein, or pays to the Grantor Fifteen Cents (\$.15) per acre as a rental for all of the land or such part as Grantee desires to retain hereunder. If operations for the drilling of a well are begun, such operations shall be prosecuted with reasonable diligence to completion or abandonment in a bona fide effort to find minerals in paying quantities. Should Grantee elect to retain less than the whole of the land, Grantee shall, at the time of making such payment, furnish Grantor with a description of the land retained and shall, within thirty (30) days after the above date, furnish Grantor with a release of the surrendered portions. The payment so made shall have the effect of maintaining Grantee's rights in the land retained for a period of twelve (12) months from the date above stated, without further payment or operations, and Grantee may further maintain all of the rights herein granted as to the land retained without any operations for one or more additional periods of twelve (12) months each, aggregating not to exceed nine (9) years from the above date, by paying Grantor as a rental, on or before the beginning of the next ensuing period, Fifteen Cents (\$.15) per acre for that part of the land which Grantee continues to hold hereunder. Grantee may at any time execute and deliver to Grantor, or to the depository hereinafter named, or place of record, a release or releases covering any portions of the land and thereby surrender this grant as to such portion or portions and be relieved of all obligations as to the land surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. Any notice, release, or communication to Grantor may be given to Grantor personally, or by letter addressed to Grantor at Atmore, Alabama, or by letter addressed to one of the Grantors (if there be more than one) in care of the depository or depositories hereinafter named; the payments may be made to Grantor personally or by mailing on or before the due date of the payment letter addressed to the Bank of Atmore, Bank of Atmore, Alabama or the Commercial

National Bank in Shreveport, Bank of Shreveport, La. (or to the successors of either) transmitting Grantee's check with instructions to such bank to deposit same to Grantor's credit; all exchange, collection or other service charges made by said bank or banks on Grantee's Checks to be borne by Grantor and to be deducted from the amount of rental provided for herein at the time of payment of same. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank, or for any reason fail or refuse to accept rental, Grantee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Grantor shall deliver to Grantee a proper recordable instrument naming another bank as depository to receive such payments or tenders. In the event of the death of Grantor, or of any of the successors in interest of Grantor, the interest of such decedent in the rentals may be deposited in one of the depositories named to the credit of the succession of such decedent. If Grantor owns less than the entirety of the mineral rights in the land retained, then the payments herein provided for shall be proportionately reduced.

3. If prior to the discovery of oil on the land and at a time when Grantee is not actually engaged in drilling operations on the land, a well producing as much as two hundred (200) barrels of oil per day for thirty (30) consecutive days is brought in on adjoining land and within two hundred (200) feet of any outside boundary of the land then held hereunder. Grantee shall, within a reasonable time, begin, and with reasonable diligence, prosecute the drilling of a well on the land then held hereunder in an honest effort to discover oil in paying quantities.

4. After beginning operations on the land, and prior to discovering any mineral in paying quantities thereon, Grantee may maintain Grantee's rights in effect for so long as it pleases by continuing such operations without lapse of more than sixty (60) days between cessation of operations on one well and the beginning of operations for drilling another; during the primary term of this grant; Grantee may cease such operations and nevertheless maintain Grantee's rights in effect by beginning or resuming the payments hereinabove provided for, making within sixty (60) days from each cessation payment of any unpaid rental for the current period.

5. After discovery of any mineral in paying quantities on the land, all of Grantee's rights shall remain in effect so long as any mineral is produced in paying quantities from the land; and if such production should thereafter cease for any cause, Grantee may maintain all rights hereunder by beginning re-working operations or additional drilling within sixty (60) days after such cessation, or, if such cessation occurs during the primary term hereof, by commencing or resuming the payment of rental on or before the rental date next ensuing after sixty (60) days following such cessation.

6. After the discovery of any mineral in paying quantities, Grantee shall be exempt from loss or forfeiture of this grant in whole or in part, except after final judicial ascertainment that Grantee has failed to perform its duty hereunder, and thereafter Grantee shall have a reasonable opportunity to perform and prevent such loss or forfeiture, and in event of final loss or forfeiture, there shall be reserved to Grantee all producing and drilling wells with forty (40) acres surrounding each well to be designated by Grantee.

7. Grantor shall be entitled to the following royalties: one-eighth ($1/8$) of the oil produced and saved and not used for fuel in conducting operations on the land or in treating to make marketable the products therefrom; one eighth ($1/8$) of any waste oil from the land or coming onto the land from other sources, if utilized; on gas, including casinghead gas or other gaseous substance, produced from said land and sold for purposes other than the manufacture of gasoline, the market value at the well of one-eighth ($1/8$) of the gas so sold. If such gas is sold for the manufacture of gasoline therefrom, the royalty shall be one-eighth ($1/8$) of the amount realized from such sale. In the event said gas is used off the lease or in the manufacture of gasoline therefrom by Grantee, the royalty shall be one-eighth ($1/8$) of the market value of such gas at the well. The royalty for each well producing gas only shall be Two-Hundred and No/100 Dollars (\$200.00) each year until such time as the gas shall be utilized in the manufacture of gasoline or sold off the land;

on sulphur fifty cents (50¢) for each long ton marketed; on salt three (3¢) for each long ton marketed; and a reasonable royalty on any other mineral produced in quantities deemed by Grantee to be paying. These Royalties are based upon the ownership of the entirety of the mineral rights by Grantor. If Grantor owns less than such entirety of the mineral rights in any portion of the land from which any mineral may be produced, such royalties shall be paid only in the proportion that Grantor's interest in the mineral rights in such portion bears to the entirety of the mineral rights therein.

8. The oil royalty shall be delivered to Grantor at Grantor's opinion into storage tanks provided by Grantor at Grantor's expense on the land retained, or into any pipe line connected with the well; if Grantee provides such pipe line, Grantee may purchase such royalty oil as its posted market price for oil of like kind and quality from the same field; if no storage tanks are provided by Grantor and there is no pipe line connected with the well, Grantee shall have the optional right to purchase the royalty oil at the market price at the well, or to sell such oil and to account to Grantor at the market price at the well.

9. Grantee shall bury its pipe lines below plow depth when requested by Grantor. No well shall be drilled nearer than two hundred (200) feet to the house or barn on said land without the written consent of Grantor, and Grantee shall be responsible for all damages caused by Grantee's operations other than damages necessarily caused by the exercise of the rights herein granted.

10. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is hereby expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or the minerals in and under the same or assignment of rentals or royalties shall be binding on Grantee unless Grantee shall have been furnished thirty (30) days before payment hereunder of such rentals or royalties with certified copies of recorded instruments showing the muniments of title; and it is hereby agreed that in the event that grant shall be assigned as to a part or as to parts of the land and the assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him

or them, such default shall not operate to defeat or affect this grant insofar as it covers any part or parts of said land upon which Grantee or any assignee of Grantee shall make due payment of said rental.

11. Grantor hereby warrants and agrees to defend the title to said land and to the minerals in and under the same, and agrees that Grantee shall have the right at any time to discharge in whole or in part any tax, mortgage or other lien upon said land or mineral rights therein, including redemption from tax sale or adjudication and be subrogated to the rights of the holder thereof, and thereafter Grantee shall have the right to retain all rentals and royalties provided for hereunder, or any portion or portions thereof, and apply same towards reimbursement of Grantee for such payments upon giving notice of its intention to so apply such payments to Grantor or to one of the depositories named herein.

Grantor acknowledges receipt of Three Hundred Twenty-eight & 50/100 Dollars (\$328.50), paid by Gulf Refining Company, a Delaware Corporation, as the full and adequate consideration for every right granted herein.

IN TESTIMONY WHEREOF, this instrument is signed in the presence of the undersigned competent witnesses, on this 8th day of July, A. D. 1940.

WITNESSES:

W. E. Coker
Notary Public

Sarah Weekley Brown
Clark Brown

Sarah Weekley Brown
As Guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, Minors.

STATE OF ALABAMA

ESCAMBIA COUNTY

I, W. E. Coker, a Notary Public, within and for said County in said State, hereby certify that Sarah Weekley Brown and Clark Brown, her husband, 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 official seal on this the 8th day of July, 1940.

W. E. Coker
Notary Public, Escambia County,
Alabama.

STATE OF ALABAMA

ESCAMBIA COUNTY

I, W. E. Coker, a Notary Public, within and for said County in said State, hereby certify that Sarah Weekley Brown, whose name as Guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, minors, 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, in her capacity as such Guardian of Melba L. Weekley, Hubert B. Weekley and Joan L. Weekley, minors, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 8th day of July, 1940.

W. E. Coker
Notary Public, Escambia
County, Alabama.

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS the undersigned R. S. Duck, as Register of the Circuit Court of Baldwin County, Alabama, in that certain cause in the Circuit Court, In Equity, of said County, wherein Melba Weekley Brown is the Complainant and Hubert B. Weekley, et al, are the Respondents, was by Decree of said Court dated September 4, 1945, ordered to sell the lands hereinafter described to the highest bidder for cash, and:

WHEREAS, I, the said R. S. Duck, as such Register, after advertising the terms, time and place of sale in the Baldwin Times, a newspaper published in said County in all respects as required by law, and the terms of the above mentioned Decree, did offer for sale and sell to Melba Weekley Brown and Hubert B. Weekley at and for the sum of \$11,000.00, the Real Estate hereinafter described, they being the last, highest and best bidders therefor, said sale being had on Monday, October 8, 1945, in front of the Court House of said County, at 1:00 o'clock P. M., and:

WHEREAS, I did make report of said sale to the Hon. F. W. Hare, Judge of said Court; said report having been filed in said cause on the 8th day of October, 1945, and having lain on file in my office in said cause for more than ten days and no exceptions or objections having been filed thereto, and;

WHEREAS, by Decree of said Court dated 23rd day of October, 1945, confirming in all respects the said sale, I was ordered to make Deed to the Purchasers of the hereinafter described Real Estate.

NOW THEREFORE, in consideration of the premises, and of the payment to me as such Register by Melba Weekley Brown and Hubert B. Weekley of the sum of \$11,000.00, the receipt whereof is hereby acknowledged, I, the said R. S. Duck, as such Register do hereby Grant, Bargain, Sell and Convey unto the said Melba Weekley Brown and Hubert B. Weekley, all of the right, title, interest and claim of Melba Weekley Brown, Hubert B. Weekley, Joan L. Weekley and Sarah Weekley Brown, in and to the following described Real Estate, situated in Baldwin County, Alabama, to-wit:-

Begin at Northeast corner of Southeast quarter of Southeast quarter of Section thirteen, Township One North, Range three East, run West 660 yds, thence North 660 yds, thence East 660 yds, thence South 660 yds to the point of beginning containing 90 acres in Section thirteen; Southeast quarter of Section twenty-two; West half of Northeast quarter; East half of Northwest quarter and Northwest quarter of Northwest quarter, Section twenty-seven; the West half of Northwest quarter, Northeast quarter of Northwest quarter and Northwest quarter of Southwest quarter of Section thirty-two all lying in Township one North, Range three East.

South half of Southeast quarter of Section three; the North half of Northeast quarter, Southeast quarter of Northeast quarter, Southeast quarter of Southwest quarter, Southwest quarter of Southeast quarter and West half of Southeast quarter of Southeast quarter of Section eight, Northwest quarter of Northwest quarter of Section nine; the East half of Northwest quarter; the East half of

Southwest quarter; the Southeast quarter of Southeast quarter; the South half of Northeast quarter of the Southeast quarter and the South half of North half of Northeast quarter of Southeast quarter of Section ten; the West half of Northeast quarter of Northwest quarter and West half of East half of Northeast quarter of Northwest quarter of Section 15; the Northeast quarter; the West half of the West half of Southeast quarter of section nineteen; the Northwest quarter; the South half of Northeast quarter; the North half of the Southwest quarter, the Southeast quarter of Southwest quarter, the East half of Southeast quarter, and the East half of Northwest quarter of Southeast quarter of Section twenty; Southwest quarter of Northwest quarter of Section twenty-eight; East half of Northeast quarter and Southwest quarter of Northeast quarter of Section thirty-four all lying in Township one North, Range four East.

RECORDED IN DEED

Subject to an Oil, Gas and Mineral Lease executed by Sarah Weekley Brown as guardian of Melba L. Weekley, who is the same person as Melba Weekley Brown, and as guardian of Hubert B. Weekley and Joan L. Weekley, minors, and was executed by Sarah Weekley Brown and her husband, Clark Brown, which lease is dated July 8, 1940, to the Gulf Refining Company, a corporation, which lease was filed for record in the office of Judge of Probate in Baldwin County, Alabama, on July 25, 1940, and is recorded in Deed Book 72, pages 301-3; that said Oil, Gas and Mineral Lease covers all of the oil, gas and minerals in, on or under the aforesaid lands for a period of ten years subject to the conditions contained in said lease.

TO HAVE AND TO HOLD unto the said Melba Weekley Brown and Hubert B. Weekley, their heirs and assigns, FOREVER.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of October, 1945.

As Register of the Circuit Court of
Baldwin County, Alabama.

STATE OF ALABAMA

BALDWIN COUNTY

I, _____, a Notary Public, in and for said County in said State, hereby certify that R. S. Duck, whose name as Register is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, in his capacity as such Register, executed the same voluntarily on the day the same bears date.

Given under my hand this the 24th day of October, 1945.

Notary Public, Baldwin County, Alabama.