

HUBERT KOEHLER,
Complainant,
vs.
LEOPOLD BEITL and
MARIE BEITL,
Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE.
STATE OF ALABAMA.
BALDWIN COUNTY.

TO THE HONORABLE THE CIRCUIT COURT, EQUITY SIDE, STATE OF ALABAMA, BALDWIN COUNTY, AND THE HON. FRANCIS W. HARE, JUDGE THEREOF, SITTING IN EQUITY:

Comes your Complainant, Hubert Koehler, and exhibits this his Bill of Complaint against Leopold Beitzl and Marie Beitzl, and for grounds thereof shows:

FIRST:

That your Complainant is a bona fide resident of Baldwin County, Alabama, residing near Elberta, and is over the age of twenty-one years.

SECOND:

That the subject matter of this suit is real estate located in Baldwin County, Alabama.

THIRD:

That each of the Respondents is over the age of twenty-one years and is a non-resident of the State of Alabama, residing at 2304 Taylor Street, Astoria, Long Island, New York.

FOURTH:

That on heretofore, to-wit, May 7th, 1928, your Complainant along with Paulina Koehler, his wife, made, executed and delivered to the Respondents, Leopold Beitzl and Marie Beitzl, a deed conveying the following described property in Baldwin County, Alabama, viz.:

The Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section number twenty-six (26), Township seven (7) South, Range five (5) East, save and except such part thereof as may be laid off for road, also except that portion in the Northeast corner of said land described as: Commencing at NE corner of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 26, thence running S. 5 $\frac{1}{2}$ deg. E. 69 $\frac{1}{2}$ yards to a post; thence W. 139 yards to a post, thence N. 5 $\frac{1}{2}$ deg. W. 139 yds. to a post, thence E. with the

same degree 139 yds. to a post, thence S. 69 $\frac{1}{2}$ yds. to place of beginning, being the same property that was conveyed to Wm. M. Lewis by G. M. Suarez and wife by deed dated Feby. 26, 1890;

which said deed was by the said Respondents, as the grantees named therein, duly filed for record and now recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 46 N.S., page 365, a copy thereof being hereto attached, marked "Exhibit A" and made a part hereof as though fully incorporated herein, with leave of reference thereto as often as may be necessary.

FIFTH:

That a material part of the consideration for the conveyance of said real estate under said deed by your Complainant to the said Respondents was the agreement of the grantees, the above named Respondents, to support the Grantor during the remainder of his life.

SIXTH:

That your Complainant has elected and does hereby elect and exercise his option to rescind, cancel and avoid said deed.

PRAYER FOR PROCESS AND RELIEF.

THE PREMISES CONSIDERED, your Complainant prays that the above named Respondents and each of them be made parties defendant to this cause by the usual process of this Court, requiring them to appear and plead, answer or demur to this Bill of Complaint within the time and under the pains and penalties prescribed by the rules of this Court and the statutes in such cases made and provided.

That upon a final hearing of this cause your Honor will cancel and adjudge and decree said deed to be void and of no force and effect, and by proper order cause such cancellation to be made a matter of record in the same office where said deed stands recorded, and that your Honor will grant unto your Complainant, in event he be mistaken in the relief herein prayed for, such other, farther, different or general relief to which he may be

in equity and good conscience entitled.

And, as in duty bound, he will ever pray, etc.

Hubert Koehla
Complainant.

NORBORNE STONE,

Solicitor for Complainant.

FOOT NOTE: The Respondents and each of them are required to answer each and every paragraph of the foregoing Bill of Complaint from FIRST to SIXTH, both inclusive, but answer under oath is hereby expressly waived.

NORBORNE STONE,

Solicitor for Complainant.

THE STATE OF ALABAMA.
BALDWIN COUNTY.

I, Frank W. Walker, a Notary Public in and for the said County and State, do hereby certify that on the 7th day of May 1928 came before me the within named Paulina Koehler known to me to be the wife of the within named Hubert Koehler who, being by me examined separate and apart from her husband touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this 7th day of May 1928.

(SEAL)

My commission expires July 6th 1931.

Frank W. Walker.

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned authority in and for said County in said State, personally appeared Hubert Koehler, who is known to me and who, after being by me first duly and legally sworn, doth depose and say under oath as follows:

That his name is Hubert Koehler; that he is the same person whose name is signed as Complainant to the foregoing Bill of Complaint; that he has had read over to him and is fully acquainted with all of the matters and facts therein alleged and that the same are true.

That Leopold Beitzl and Marie Beitzl, the Respondents named in the foregoing Bill of Complaint to which this affidavit is attached, are each over the age of twenty-one years, are non-residents of the State of Alabama, residing at 2304 Taylor Street, Astoria, Long Island, New York, and that service by publication is necessary to make them parties defendant to this cause.

Hubert Koehler

Sworn to and subscribed before me, a Notary Public whose seal is affixed hereto, on this the 5th day of February, 1930.

Ida M. Turnbull
Notary Public, Baldwin County,
State of Alabama.

"EXHIBIT A".

THE STATE OF ALABAMA.
BALDWIN COUNTY.

THAT we, Hubert Koehler, and Paulina Koehler, his wife for and in consideration of the sum of other consideration and one Dollars, to them in hand paid by Leopold Beitzl and Marie Beitzl husband and wife the receipt whereof they do hereby acknowledge, have GRANTED, BARGAINED and SOLD and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the said Leopold Beitzl and Marie Beitzl their heirs and assigns, the following described Real Estate, situated in the County of Baldwin and State of Alabama, to wit:

The Northwest (NW $\frac{1}{4}$) quarter of the Northwest (NW $\frac{1}{4}$) quarter of Section number twenty-six (26), Township seven (7) South, Range five (5) East, save and except such part thereof as may be laid off for road, also except that portion in the Northeast corner of said land described as: Commencing at NE corner of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 26, thence running S. 5 $\frac{1}{2}$ deg. E. 69 $\frac{1}{2}$ yards to a post; thence W. 139 yards to a post, thence N. 5 $\frac{1}{2}$ deg. W. 139 yds. to a post, thence E. with the same degree 139 yds. to a post, thence S. 69 $\frac{1}{2}$ yds. to place of beginning, being the same property that was conveyed to Wm. M. Lewis by G. M. Suarez and wife by deed dated Feby. 26, 1890.

Subject to a mortgage to Nic Leiterman recorded in Mortgage Book 24, pages 388-9 in the office of the Probate Judge of Baldwin County, Alabama, the grantee assuming such indebtedness.

TO HAVE AND TO HOLD, the aforegranted premises to the said Leopold Beitzl and Marie Beitzl their heirs and assigns FOREVER. And we do covenant with the said Leopold Beitzl and Marie Beitzl their heirs and assigns, that we are lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrance; that we have a good right to sell and convey the same to the said Leopold Beitzl and Marie Beitzl heirs and assigns, and that we will WARRANT AND DEFEND the premises to the said Leopold Beitzl and Marie Beitzl heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 7th day of May in the year of our Lord One Thousand Nine Hundred and twenty-eight.

Signed, sealed and delivered
in presence of
Frank W. Walker
Anna F. Walker

Hubert Koehler (L.S.)
Paulina Koehler (L.S.)

THE STATE OF ALABAMA.
BALDWIN COUNTY.

I, Frank W. Walker, a Notary Public in and for the said County in said State, hereby certify that Hubert Koehler and Paulina Koehler, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily, on the day the same bears date.

Given under my hand, this 7th day of May A. D. 1928.

(SEAL)

My commission expires July 6, 1931. Frank W. Walker.

BAY MINETTE, ALA.

3/1/30.

M J.W. Richardson

OK

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION \$2.00 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION

W.C. Stone Atty

To Notice Hubert Kahler vs L Beith Run 7/13-20.27.76
298 m d 24 1/2

1341

THE BALDWIN TIMES

PUBLISHED IN THE LAND OF THE GOLDEN SATSUMA

SUBSCRIPTION \$2.00 PER YEAR IN ADVANCE
ADVERTISING RATES GIVEN ON APPLICATION

R. B. VAIL
EDITOR AND PROPRIETOR

BAY MINETTE, ALA.

ALFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

R. B. Vail

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 _____

Herbert Koehler

vs

Leopold M. Beitel

Was published in said Newspaper for 4 consecutive weeks in the following

<i>February 13</i>	<i>1930</i>	Vol. <i>41</i>	No. <i>2</i>
<i>February 20</i>	<i>1930</i>	Vol. <i>41</i>	No. <i>3</i>
<i>February 27</i>	<i>1930</i>	Vol. <i>41</i>	No. <i>4</i>
<i>March 6</i>	<i>1930</i>	Vol. <i>41</i>	No. <i>5</i>

Date of fourth publication _____

Subscribed and sworn to before the undersigned this 27 day of

March

1930

R. B. Vail

Publisher.

T. W. Richerson
Clerk Circuit Court.

NOHA ONIHLAVY SI EREHL AI
 BALDWIN COUNTY, NO. 874.
 HUBERT KOEHLER, Complainant, vs.
 LEOPOLD BEITL and MARIE BEITL,
 Respondents.
 It being shown and made to appear
 by the Bill of Complaint in this cause,
 said Bill of Complainant being sworn
 to, that the defendants, Leopold Beitel
 and Marie Beitel, are non-residents of
 the State of Alabama, residing at 2394
 Taylor street, Astoria, Long Island,
 New York, and that said defendants
 and each of them are over the age of
 twenty-one years; it is, therefore,
 ORDERED that the defendants,
 Leopold Beitel and Marie Beitel, and
 each of them be and they and each of
 them are required to answer or demur
 to said Bill before the 17th day of
 March, 1930 it is further,
 ORDERED that this Order of Pub-
 lication be published in The Baldwin
 Times, a newspaper published at Bay
 Minette, Alabama, printed in the Eng-
 lish language and of general circula-
 tion in Baldwin County, Alabama, the
 County where published, once a week
 for four consecutive weeks, that a
 copy of this Order be posted up at the
 door of the Court House of Baldwin
 County, Alabama, and that another
 copy thereof be sent by mail to each
 of said defendants addressed to 2394
 Taylor street, Astoria, Long Island,
 New York, which copies shall be posted
 up and sent by mail within twenty (20)
 days from the making of this Order.
 IN WITNESS WHEREOF, I, T. W.
 Richerson, hereunto set my hand as
 Register and affix the Seal of said
 Court, on this the 10th day of Feb-
 ruary, 1930.
 T. W. RICHERSON, Register.
 NORBORNE STONE,
 Solicitor for Complainants. 2-4t

service by Reg mail 2/10/30

The State of Alabama,
Baldwin County

Circuit Court of Baldwin County, In Equity

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU, That you summon

LEOPOLD BEITL and MARIE BEITL

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

HUBERT KOEHLER

against said **Leopold Beitzl and Marie Beitzl,**

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this 5th day of February, 1930.

Register

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

Herbert Kocher
O'S
Seipold Beitel
et al.

Grand Jury 27/
1930

Copy

HUBERT KOEHLER,
Complainant,

vs.

LEOPOLD BEITL and
MARIE BEITL,
Respondents.

IN THE CIRCUIT COURT-EQUITY SIDE.

STATE OF ALABAMA.

BALDWIN COUNTY.

TO THE HONORABLE THE CIRCUIT COURT, EQUITY SIDE, STATE OF
ALABAMA, BALDWIN COUNTY, AND THE HON. FRANCIS W. HARE,
JUDGE THEREOF, SITTING IN EQUITY:

Comes your Complainant, Hubert Koehler, and exhibits
this his Bill of Complaint against Leopold Beitzl and Marie Beitzl,
and for grounds thereof shows:

FIRST:

That your Complainant is a bona fide resident of Bald-
win County, Alabama, residing near Elberta, and is over the age
of twenty-one years.

SECOND:

That the subject matter of this suit is real estate lo-
cated in Baldwin County, Alabama.

THIRD:

That each of the Respondents is over the age of twenty-
one years and is a non-resident of the State of Alabama, residing
at 2304 Taylor Street, Astoria, Long Island, New York.

FOURTH:

That on heretofore, to-wit, May 7th, 1936, your Complain-
ant along with Paulina Koehler, his wife, made, executed and deliv-
ered to the Respondents, Leopold Beitzl and Marie Beitzl, a deed con-
veying the following described property in Baldwin County, Alabama,
viz.:

The Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter
(NW $\frac{1}{4}$) of Section number twenty-six (26), Township
seven (7) South, Range five (5) East, save and except
such part thereof as may be laid off for road, also
except that portion in the Northeast corner of said
land described as: Commencing at NE corner of NW $\frac{1}{4}$
of NW $\frac{1}{4}$ of Sec. 26, thence running S. 5 $\frac{1}{2}$ deg. E. 69 $\frac{1}{2}$
yards to a post; thence W. 139 yards to a post, thence
N. 5 $\frac{1}{2}$ deg. W. 139 yds. to a post, thence E. with the

SERVE ON _____
Circuit Court of Baldwin County
In Equity

No. 874

SUMMONS

HUBERT KOEHLER,
Complainant,

vs.

LEOPOLD BEITL and
MARIE BEITL,
Respondents.

Norborne Stone,
Solicitor for Complainant

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this _____

day of _____ 19____

Sheriff.

Executed this _____ day of

19____

by leaving a copy of the within Summons with

Defendant.

Sheriff.

By _____

Deputy Sheriff.

Recorded in Vol _____ Page _____

Hubert Koehler, Complainant,

vs.

Leopold & Marie Beitzl, Defendants

In the Circuit Court of Baldwin

County, Alabama, in Equity.

On motion of defendants' solicitors, the said defendants are allowed 30 days additional from the 8th. day of February 1931 to file answer to the bill of complaint.

It is therefore, ORDERED, ADJUDGED AND DECREED THAT DEFENDANTS BE ALLOWED UNTIL March 8th., 1931 to file answer to the bill of complaint, or failing therein the bill of complaint will be taken as confessed.

Done at Chambers at Monroeville, Alabama, this February th 4, 1931

J. W. Hare

Judge.

RECORDED

Decree granting
continuance.

Filed Sept 3rd 1938
T. W. Rice
Register

The State of Alabama, }
Baldwin County

Circuit Court of Baldwin County, In Equity

To Any Sheriff of the State of Alabama—GREETING:

WE COMMAND YOU That you summon LEOPOLD BEITL and MARIE BEITL

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

Leopold Beitel and Marie Beitel,

against said _____

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

WITNESS, T. W. Richerson, Register of said Circuit Court, this _____ day of February,

T. W. Richerson Register

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

same degree 159 yds. to a post, thence S. 69½ yds. to place of beginning, being the same property that was conveyed to Wm. M. Lewis by G. M. Suarez and wife by deed dated Feby. 26, 1890;

which said deed was by the said Respondents, as the grantees named therein, duly filed for record and now recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 45 N.S., page 565, a copy thereof being hereto attached, marked "Exhibit A" and made a part hereof as though fully incorporated herein, with leave of reference thereto as often as may be necessary.

FIFTH:

That a material part of the consideration for the conveyance of said real estate under said deed by your Complainant to the said Respondents was the agreement of the grantees, the above named Respondents, to support the Grantor during the remainder of his life.

SIXTH:

That your Complainant has elected and does hereby elect and exercise his option to rescind, cancel and avoid said deed.

PRAYER FOR PROCESS AND RELIEF.

THE PREMISES CONSIDERED, your Complainant prays that the above named Respondents and each of them be made parties defendant to this cause by the usual process of this Court, requiring them to appear and plead, answer or demur to this Bill of Complaint within the time and under the pains and penalties prescribed by the rules of this Court and the statutes in such cases made and provided.

That upon a final hearing of this cause your Honor will cancel and adjudge and decree said deed to be void and of no force and effect, and by proper order cause such cancellation to be made a matter of record in the same office where said deed stands recorded, and that your Honor will grant unto your Complainant, in event he be mistaken in the relief herein prayed for, such other, further, different or general relief to which he may be

(page three)

in equity and good conscience entitled.

And, as in duty bound, he will ever pray, etc.

Hubert Koehler
Complainant.

NORBORNE STONE,

Solicitor for Complainant.

FOOT NOTE: The Respondents and each of them are required to answer each and every paragraph of the foregoing Bill of Complaint from FIRST to SIXTH, both inclusive, but answer under oath is hereby expressly waived.

NORBORNE STONE,

Solicitor for Complainant.

(page three)

(page *four*)

STATE OF ALABAMA.

BALDWIN COUNTY.

Before me, the undersigned authority in and for said County in said State, personally appeared Hubert Koehler, who is known to me and who, after being by me first duly and legally sworn, doth depose and say under oath as follows:

That his name is Hubert Koehler; that he is the same person whose name is signed as Complainant to the foregoing Bill of Complaint; that he has had read over to him and is fully acquainted with all of the matters and facts therein alleged and that the same are true.

That Leopold Beiti and Marie Beiti, the Respondents named in the foregoing Bill of Complaint to which this affidavit is attached, are each over the age of twenty-one years, are non-residents of the State of Alabama, residing at 2304 Taylor Street, Astoria, Long Island, New York, and that service by publication is necessary to make them parties defendant to this cause.

Hubert Koehler

Sworn to and subscribed before me, a Notary Public whose seal is affixed hereto, on this the 5th day of February, 1930.

Ida M. Turnbull
Notary Public, Baldwin County,
State of Alabama.

"EXHIBIT A".

THE STATE OF ALABAMA.
BALDWIN COUNTY.

THAT we, Hubert Koehler, and Paulina Koehler, his wife for and in consideration of the sum of other consideration and one Dollars, to them in hand paid by Leopold Beitzl and Marie Beitzl husband and wife the receipt whereof they do hereby acknowledge, have GRANTED, BARGAINED and SOLD and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto the said Leopold Beitzl and Marie Beitzl their heirs and assigns, the following described Real Estate, situated in the County of Baldwin and State of Alabama, to wit:

The Northwest (NW $\frac{1}{4}$) quarter of the Northwest (NW $\frac{1}{4}$) quarter of Section number twenty-six (26), Township seven (7) South, Range five (5) East, save and except such part thereof as may be laid off for road, also except that portion in the Northeast corner of said land described as: Commencing at NE corner of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 26, thence running S. 5 $\frac{1}{2}$ deg. E. 69 $\frac{1}{2}$ yards to a post; thence W. 139 yards to a post, thence N. 5 $\frac{1}{2}$ deg. W. 139 yds. to a post, thence E. with the same degree 139 yds. to a post, thence S. 69 $\frac{1}{2}$ yds. to place of beginning, being the same property that was conveyed to Wm. M. Lewis by G. M. Suarez and wife by deed dated Feby. 26, 1890.

Subject to a mortgage to Nic Leiterman recorded in Mortgage Book 24, pages 588-9 in the office of the Probate Judge of Baldwin County, Alabama, the grantees assuming such indebtedness.

TO HAVE AND TO HOLD, the aforegranted premises to the said Leopold Beitzl and Marie Beitzl their heirs and assigns FOREVER. And we do covenant with the said Leopold Beitzl and Marie Beitzl their heirs and assigns, that we are lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrance; that we have a good right to sell and convey the same to the said Leopold Beitzl and Marie Beitzl heirs and assigns, and that we will WARRANT AND DEFEND the premises to the said Leopold Beitzl and Marie Beitzl heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 7th day of May in the year of our Lord One Thousand Nine Hundred and twenty-eight.

Signed, sealed and delivered
in presence of
Frank W. Walker
Anna F. Walker

Hubert Koehler (L.S.)
Paulina Koehler (L.S.)

THE STATE OF ALABAMA.
BALDWIN COUNTY.

I, Frank W. Walker, a Notary Public in and for the said County in said State, hereby certify that Hubert Koehler and Paulina Koehler, whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily, on the day the same bears date.

Given under my hand, this 7th day of May A. D. 1928.

(SEAL)
My commission expires July 6, 1931. Frank W. Walker.

(page two)

THE STATE OF ALABAMA.
BALDWIN COUNTY.

I, Frank W. Walker, a Notary Public in and for the said County and State, do hereby certify that on the 7th day of May 1928 came before me the within named Paulina Koehler known to me to be the wife of the within named Hubert Koehler who, being by me examined separate and apart from her husband touching her signature to the within deed, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this 7th day of May 1928.

(SEAL)

My commission expires July 6th 1931.

Frank W. Walker.

(page two)

N _____
t Court of Baldwin County
In Equity

No. 874

SUMMONS

HUBERT KOEHLER,
Complainant,

vs.

LEOPOLD BEITL and
MARIE BEITL,

Respondents.

Norborne Stone,
Solicitor for Complainant

d in Vol _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY

Received in office this _____
day of _____ 19____

Sheriff.

Executed this _____ day of _____

19____
by leaving a copy of the within Summons with

Defendant.

Sheriff.

By _____ Deputy Sheriff.

RECORDED IN BALDWIN COUNTY COURT

FILED IN BALDWIN COUNTY COURT

RECORDED IN BALDWIN COUNTY COURT

Hubert Koehler, Complainant.

vs.

In Circuit Court of Baldwin in Equity.

Leopold and Marie Beitzl,
Respondents.

Comes the respondents by their solicitors, and demurs to the bill of complaint filed in this cause, and for grounds of demurrer alleges and States:

First.

There is no equity in the bill.

Second.

Because it it does not appear from the allegations of the bill, that respondents have failed to support complainant during the remainder of his life or at any time.

Third.

Because in said deed from complainant and wife to respondents, which is made a part of the bill and marked exhibit "A", there is shown no right to rescind, cancel or avoid said deed.

Fourth.

Because said deed shows that the consideration for said deed has been paid, and complainant acknowledges receipt of said payment in full.

Fifth.

Because in said bill, complainant does not offer to do equity and offer to put respondents in statu quo.

W. H. Lawrence

Chas. Crovath

Solicitors for Respondents,

Leopold Beitzl and Marie Beitzl.

Hubert Koehler, Complainant

vs.

Circuit Court of Baldwin County, Ala.

Leo Beitzl and Marie Beitzl,

in Equity.

Respondents.

Come the respondents in the above entitled cause, and as a supplemental answer to that heretofore filed in this cause, allege and state.

First.

That on to-wit.:- March 2nd. 1920, Hubert Koehler, the complainant and his wife Paulina Koehler made and executed to Nick Leiterman, a mortgage and note on the property described in the bill of complaint, said mortgage having been filed for record on to-wit.:- April 22nd. 1920, in the office of the Judge of Probate of Baldwin County, Alabama, and recorded in mortgage book number 24 at pages 388 and 389, a copy of which said mortgage is hereby attached and marked Exhibit A., and made a part of this supplemental answer.

Second.

That on to-wit.:- April 11, 1932, the said Nick Leiterman, mortgagee in above mentioned mortgage, duly executed a transfer of said note and mortgage to Leo. Beitzl, one of said respondents. Said transfer was duly filed for record in the office of the Judge of Probate of Baldwin County, Alabama on to-wit.:- April 12th., 1932 and recorded in mortgage book number 53 at page 561, a copy of which transfer is hereby attached to said supplemental answer, and marked exhibit B and made a part thereof.

Third.

That the said Leo Beitzl as transferee of said mortgage, is a lienee of the said Hubert Koehler, ~~complainant~~ complainant, by virtue of said transfer to him of said note and mortgage.

Prayer for Process.

Respondents Leo Beitzl and Marie Beitzl respectfully pray that this answer be taken as a cross-bill, and that the said Hubert Koehler be made a party respondent to this cross-bill, and be required to answer, plead or demur to same within the time required by law.

Prayer for Relief.

Respondents and cross-complainants, Leo Beitzl and Marie Beitzl respectfully pray that on hearing said cause, your Honor will decree that

Hubert Koehler, cross-respondent and complaint is not entitled to relief and that the said Leo Beitzl, respondent and cross-~~complainant~~ complainant is a lienee, and has a mortgage lien on the property described in the mortgage, and that your Honor will dismiss said bill of complaint, as without equity as against respondents and cross-complainants.

And if respondents and cross-complainants have not asked for the proper relief, they respectfully pray that your Honor will grant unto them, such other, further and different relief as may be right and proper and in equity, just and meet, and they will ever pray etc.

W. H. Hawkins
A. V. Crockett

Solicitors for Leo Beitzl and Marie Beitzl,
Respondents and cross-complainants.

Foot Note-- The said Hubert Koehler is required to answer each and every paragraph of said cross-bill, but not under oath, oath to same being hereby waived.

W. H. Hawkins
A. V. Crockett

Solicitors for Leo Beitzl and Marie Beitzl, respondents and cross-complainants.

know all men by these presents, That Hubert Koehler and his wife Paulina Koehler, hereinafter called mortgagors, in consideration of the sum of Eleven Hundred dollars, to them in hand paid by Nick Leiterman hereinafter called mortgagee, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said mortgagee, his heirs and assigns forever, all that real property in Baldwin County, Alabama known and described as follows, to wit:- The Northwest Quarter of the Northwest Quarter of Section Twenty Six (26) in Township Seven (7) south Range Five (5) east of St. Stephens Meridian, containing forty (40) acres, more or less, save so much as may be reserved for Roads as shown by the plat of the Baldwin County Colonization Company. Also excepting from said description four acres in the northeast corner of said land, now used for Cemetery purposes. Together with all and singular the tenements, eights, privileges and appurtenances to said described premises in anywise belonging. To have and to hold the same forever. Provided, always and these presents are upon the express condition that if the said mortgagor shall well and truly pay to the mortgagee the sum of Eleven Hundred Dollars as is evidenced by their certain promissory note bearing even date herewith and payable to the said Nick Leiterman three years after date, together with interest at the rate of seven (7) per cent per annum. Interest payable semi-annually and shall also discharge all the duties imposed upon said mortgagee, by the mortgage, then these presents shall become void, otherwise to remain in full force. In the event of default in the payment at maturity of said mortgage debt, or any amount secured hereby, mortgagee is hereby authorized to sell said property, at auction, for cash, after giving notice by advertisement, once a week for three consecutive weeks, in any newspaper then published in Baldwin County, Alabama, to make proper conveyance to purchaser, and the proceeds of sale to apply first to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of said mortgage debt and any sums herein provided for, the balance, if any, to be paid over to the said mortgagor. Mortgagee may purchase said property at such sale and in that event, the auctioneer conducting the sale is authorized in the name of the mortgagor and as their attorney in fact to make deed to mortgagee. Mortgagor agrees to pay such reasonable attorney's fees as may be incurred by the mortgagee in the collection of said mortgage debt, or otherwise by reason of any default on the part of the mortgagor. Mortgagor covenants that they are seized in fee simple of said property, that it is free from all incumbrances, that they will warrant the same to mortgagee and to the purchaser thereof, against the lawful claims of all persons. In witness whereof, the said mortgagor have hereunto set their hand and seals this 2nd. day of March A. D. 1920.

Hubert Koehler Seal
Paulina Koehler Seal.

The State of Alabama,
Baldwin County. I, P. J. Cooney, a Notary Public in and for said County and State, hereby certify that Hubert Koehler and his wife Paulina Koehler, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that being informed of the contents of the said conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand and official seal this the 2nd. day of March 1920.

P. J. Cooney, Notary Public for Baldwin County, Alabama.

(Seal)

The State of Alabama, I, P. J. Cooney, a Notary Public in and for Baldwin County. said County and State, do hereby certify that on the 2nd. day of March 1920, came before me, the within named Paulina Koehler, known to me to be the wife of the within named Hubert Koehler, who being examined ~~separately~~ separate and apart from the husband touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of the husband. In witness whereof I hereunto set my hand this 2nd. day of March 1920.

P. J. Cooney, Notary Public for Baldwin County, Alabama.

(Seal).

Privilege or mortgage tax of \$1.65 paid by mortgagee Nick Leiterman. Filed for record April 22nd, 1920 at 11 A. M. Recorded April 23rd., 1920.

Ox hivet A

I, Nick Leiterman, for value received, do hereby convey and assign unto Leo Beitzl all of my title and interest in that certain mortgage heretofore made to me by Hubert Koehler and his wife Paulina Koehler on March 2nd. 1920 and recorded in mortgage book 24 pages 388-89 of the probate records of Baldwin County together with the debt secured by said mortgage and the note evidencing the same and all rights of collection and foreclosure secured by said mortgage WITHOUT RECOURSE. Witness my hand and seal on this the 11th. day of April 1932.

Nick Leiterman, Seal.

State of Florida,
County of Escambia.

I, Lewis Nims, a Notary Public in and for State and County, hereby certify that Nick Leiterman, whose name is signed to the foregoing assignment, and who is known to me, acknowledged before me, on this day, that being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Witness my hand and official seal on this the 11th. day of April 1932

Lewis Nims, Notary Public, State of Florida
Seal.
at Large. My commission expires 10/20/32.

Filed for record April 12, 1932 at 8.00 A. M. Recorded April 13, 1932.



Hubert Koehler, Complainant,

vs.

In Equity, Baldwin County Circuit
Court.

Leopold and Marie ~~xxx~~ Beitzl,

Respondents.

Come the respondents, Leopold and Marie Beitzl, by their solicitors, and not waiving any of the grounds of demurrer heretofore filed in this cause, for answer to complaint, separately and severally, allege and state.

First.

Respondents admit that complainant is a bona-fide resident of Baldwin County, Alabama, and is over the age of 21 years, and that respondents are each non-residents of the State of Alabama, residing at present in the State of New York, and are both over the age of 21 years.

Second.

Respondents admit the allegations of paragraph four of said complaint.

Third.

Respondents deny the allegations of the fifth paragraph of the complaint, as follows:- "That a material part of the consideration for the conveyance of said real estate under said deed by your complainant to the said respondents was the agreement of the grantees, the above named respondents, to support the grantor during the remainder of his life."

The allegations of this paragraph are untrue.

Fourth.

That the consideration for the conveyance of this property described in the complaint was as follows:- Respondents ~~xxxx~~^{are} the only next of kin of complainant, and complainant is old and feeble and not able to work.

That there were some notes and mortgages given by complainant on said land, the most important one was that to one Nick Leiterman of Lillian, Alabama for \$1100.00, which was past due, and complainant was not able to pay, and Leiterman was about to foreclose said mortgage. Complainant suggested that respondents come down to the farm and make some arrangements to pay off the mortgages and other indebtedness against said land, and complainant agreed to deed to respondents said real estate in consideration of paying off this indebtedness or assuming the payment of same. Respondents in response to this suggestion paid off

Two.

the indebtedness to the State Bank of Alberta of \$600, and interest, and made arrangements with Nick Leiterman to pay off the mortgage due him of \$1100 and interest, and they have paid off more than half of this and satisfied said Leiterman, so that he did not foreclose. Complainant and wife then deeded said real estate to respondents, on this consideration, but, of course, as complainant is an uncle of Leopold Beitzl, one of the respondents, complainant was allowed to stay on the farm, and respondents supported him and promised to support him as long as he remained on the farm, but this support or promise of support was no part of the consideration for the conveyance of said real estate to respondents.

Respondents further state that the crops having failed, complainant told respondents to go to New York, where they had good positions offered them, and earn the money to pay off the mortgages, notes and other indebtedness against said land, and if they had any to spare they could send him some money, but he could get along without anything except what he could make on the farm, if they paid off said indebtedness.

Respondents did this and Leopold Beitzl having a position that paid him \$160.00 per month, sent about \$120 per month to pay on the indebtedness, and also sent divers sums of money to complainant for his support and maintenance. That respondents have paid on said indebtedness on the land about \$1500, which is about what the property is worth to-day.

Respondents having fully answered, pray to be dismissed with their reasonable costs in this behalf expended.

W. H. Hawkins

W. H. Hawkins

Solicitors for Respondents.

3 Hubert Koehler,
Complainants
VA

Leopold & Marie
Beth, Respondents

Answer of Respondents

Filed NOV 24/1931
T. W. Krumm
Register

HUBERT KOEHLER,)
Complainant, (IN THE CIRCUIT COURT OF BALDWIN
VS.) COUNTY, ALABAMA.
LEOPOLD AND MARIE BEITL, (In Equity.
Respondents.)

This cause coming on to be heard is submitted on demurrer to the original bill of complaint, and upon consideration thereof, I am of the opinion that said demurrer is not well taken.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED by the Court that said demurrer be, and the same hereby is, overruled.

Respondents are allowed thirty days from this date to file answer, failing wherein the bill of complaint will be taken as confessed.

Done at Chambers in Monroeville, Alabama, this January 8th., 1931.

J. W. Hale
Judge.

² Hubert ² Kochler

RECORDED

Leopold and
Marie Beitzl

Heeres an
Wemmer

Field Jan 10th
1931

J. W. Wemmer
Register

HUBERT KOEHLER,
Complainant.

vs.

LEOPOLD BEITL and
MARIE BEITL,

Respondents.

IN THE CIRCUIT COURT - EQUITY SIDE.

STATE OF ALABAMA.

BALDWIN COUNTY.

NO. 874.

ORDER OF PUBLICATION AS TO NON-RESIDENT DEFENDANTS.

It being shown and made to appear by the Bill of Complaint in this cause, said Bill of Complaint being sworn to, that the defendants, Leopold Beitzl and Marie Beitzl, are non-residents of the State of Alabama, residing at 2304 Taylor Street, Astoria, Long Island, New York, and that said defendants and each of them are over the age of twenty-one years; it is, therefore,

ORDERED that the defendants, Leopold Beitzl and Marie Beitzl, and each of them be and they and each of them hereby are required to answer or demur to said Bill before the 17th day of March, 1930; it is further,

ORDERED that this Order of Publication be published in The Baldwin Times, a newspaper published at Bay Minette, Alabama, printed in the English language and of general circulation in Baldwin County, Alabama, the County where published, once a week for four consecutive weeks, that a copy of this Order be posted up at the door of the Court House of Baldwin County, Alabama, and that another copy thereof be sent by mail to each of said defendants addressed to 2304 Taylor Street, Astoria, Long Island, New York, which copies shall be posted up and sent by mail within twenty (20) days from the making of this Order.

IN WITNESS WHEREOF, ~~the said~~ ^{S.} T. W. Richerson hereunto set ~~my~~ ^{his} hand as Register and affixes the Seal of said court, on this the 18th day of February, 1930.


Register.

NORBORNE STONE,
Solicitor for Complainants.

