

1109

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 J.D.HAGGERDY

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

MIKE N. PHARO

against said J.D.HAGGERDY

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

APRIL 193 3

T. W. Richerson Register

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

Original

SERVE ON

Circuit Court of Baldwin County
In Equity

No.

SUMMONS

MIKE N. PHARO

vs.

J.D. HAGGERDY,

(Several miles from Fairhope,

on Fish River)

R.F. Smith

Solicitor for Complainant

Recorded 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



J. D. Haggard Realty Company

402 JACKSON BUILDING
TELEPHONE MAIN 6688

BIRMINGHAM. ALABAMA
Fairhope /

June 30, 1953.

TO THE HONORABLE F.W. HARE,
JUDGE OF THE CIRCUIT COURT OF THE TWENTY FIRST JUDICIAL CIRCUIT OF ALABAMA.
Bay Minette, Ala.

Dear sir:

Answering plea of demurrer of Mike N. Pharo VS J.D. Haggard,
will say that I did not purchase said Mortgage set out in complaint,
and further state, that I do not own said property described in said
complaint, and I never did own said property, that I did not foreclose
said Mortgage set out in said complaint, and that I never had any
thing to do with the foreclosure of said Mortgage set out in complaint.

J.D. Haggard
Respondent.

IN THE CIRCUIT OF THE TWENTY-FIRST
JUDICIAL CIRCUIT OF ALABAMA.
IN EQUITY

Mike N. Pharo,
Complainant,
-vs-
J. D. Haggerdy,
Respondent.

Complainant, Mike N. Pharo would show unto your honor as follows:

2. That complainant on, to-wit; September 24th 1929, mortgaged his interest in the land and personal property hereinafter described to one Kathleen G. Perkins and husband I. F. Perkins, and complainant is informed and believes and on such information and belief charges the fact to be that said Kathleen Perkins and her said husband sold said mortgage to a party or parties whose name and address are to complainant unknown; that upon information and belief complainant charges that said mortgage was by said parties unknown to complainant transferred and sold to J. D. Haggerdy, respondent in this cause, and that said mortgage was by said respondent foreclosed according to complainant's information and belief by said respondent on or about April 6th 1931, and complainant is informed and believes and on said information and belief states the fact to be that said respondent, J. D. Haggerdy made a foreclosure deed conveying said property to himself. That after the foreclosure of said mortgage by said respondent, complainant surrendered possession of the property contained in said mortgage to respondent and that respondent is now in active possession of the same, occupying a dwelling, and in active charge of other buildings and improvements thereon.

M. N. Pharo,

Complainant

vs.

J. W. Haggard,

Respondent.

Filed July 1, 1933.

M. P. Richards,

Registrar.

3. That the land and personal property in which the interest of complainant was mortgaged are situated and now located in Baldwin County, Alabama, and more particularly described to-wit:

“Lots 1 to 10 inclusive in Block 47.
Lots 1 to 10 inclusive in Block 48.
Lots 1 to 10 inclusive in Block 49.
Lots 1 to 10 inclusive in Block 50.

All in the sub-division known as River Park, according to a plat of the said sub-division of River Park, recorded in the office of the Judge of Probate, of Baldwin County, Alabama, Deed Book U, Pages 198 and 199; and also.

The Southwest quarter of the Northeast quarter of Section 12, Township 7 South, Range 2 East, in Baldwin County, Alabama.

Also All of that portion of Jessamine Street, that lies between the said blocks 47 and 48 of said River Park sub-division and all of that portion of Olive Street that lies between said blocks 48 and 49 of said River Park Sub-division, and all of that portion of Orange street, that lies between blocks 49 and 50 of said River Park Sub-division and all of that portion of an un-named street that lies between the Southwest quarter of the Northeast quarter of said Section 12, Township 7 South, Range 2 East and Blocks 48 and 49 and 50 of said River Park sub-division. A plat of River Park sub-division is recorded in Book U of Plats, Pages 198 and 199 of the Probate Records of Baldwin County, Alabama.

Also all of our right title and interest in a row boat and boat house in Fish River near said River Park sub-division.

Also all farm equipment, tools and other farming appliances and all live stock, furniture and fixtures now on above described property.

Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining!

4. That all property involved in said mortgage and stated therein including farm equipment, tools, live stock, orchards, motor boat, boat house and fishing equipment were by complainant turned over and delivered in toto to respondent after the foreclosure of said mortgage, and that respondent is now in possession of same. That on June 10, 1932, complainant made written demand on respondent as the present claimant, or vendee or purchaser of said property at said mortgage sale, for a statement in writing of the debts and all lawful charges claimed by him as claimant and complainant has from time to time since said date repeatedly made demand in writing of said respondent for a statement in writing of the debts and lawful charges claimed by said respondent, and on each occasion of said demands in writing by complainant of defendant of said statement of lawful charges claimed by him, respondent, has declined and refused to furnish said complainant statement and in each instance would attempt to buy complainant's interest in said property for a nominal sum to-wit; Five Hundred (\$500.) Dollars, stating that he, respondent, had made large and expensive improvements on said lands involved in said mortgage and that complainant

would not be able to raise the necessary money to redeem said mortgaged property, and respondent has repeatedly and consistently refused on each said request by complainant to furnish complainant either orally or in writing the said written statement of charges claimed by respondent above referred to.


5. Complainant further avers that he does not know nor could he have ascertained with due diligence at the time of said demand of respondent in writing June 10, 1932, nor could complainant have subsequently, nor can he now ascertain with due diligence the necessary and lawful amount due to redeem said property from said mortgage sale without the aid of respondent, which he refuses to give, or of this Honorable Court, in that the mortgaged property, being real and personal mixed, consists of a highly improved estate on which respondent is occupant, since said mortgage sale, and on which he claims to have expended large and necessary sums of money in order to protect and preserve the interest of all parties claiming some right, title or interest in said estate, and for the further reason that respondent claims to have made a number of necessary permanent improvements which involved large sums of money, the amount of which respondent declined and refused on and since June 10, 1932, and still refuses on due demand in writing by complainant to furnish complainant either orally or in writing.

Complainant further avers that he is ready, able and willing financially to redeem said property from said mortgage sale by the payment of the lawful claims and charges when the same are by this Honorable Court ascertained and stated, and complainant hereby offers to submit himself to the jurisdiction of this Honorable Court and to do whatever this Court may require of complainant to be done, in order to redeem said property from said foreclosure sale.

Complainant offers to do equity.


THE PREMISES CONSIDERED, complainant prays this Honorable Court to take jurisdiction of this cause and that the proper order or decree be made and entered making respondent a party defendant herein in the manner provided by the rules of this Court. That at the hearing of this cause and upon considering the evidence there to be offered by complainant that this Honorable Court will order and decree complainant to have the right to redeem said property contained in said

mortgage from the said foreclosure sale upon payment of such amount as may be found to be lawfully due from complainant as redemptioner, and when such amount is ascertained and determined, that respondent be ordered and decreed to make proper conveyance to complainant of said property upon the payment by complainant of the amount so lawfully ascertained to be due, and for such other and further relief as in equity and good conscience complainant in the premises may be due. And complainant will forever pray, etc.


Solicitor for Complainant,

NOTE:

Respondent is required to answer all the allegations of the foregoing bill of complaint from one to five inclusive but not under oath, oath as to such answers being hereby waived.


Solicitor for Complainant.

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