

CECIL G. CHASON

*Attorney at Law*

CHARLES H. SIMS III  
ASSOCIATE

January 19, 1970

P. O. DRAWER 458  
216 W. LAUREL AVENUE  
FOLEY, ALABAMA 36535  
PHONE 205/943-3171

Mr. Alice Duck  
Clerk of the Circuit Court  
Baldwin County Courthouse  
Bay Minette, Alabama

Re: Housing Services Corporation  
vs.  
Rufus Millender, et al  
Case No. 8930

Dear Mrs. Duck:

Enclosed please find Motion to transfer the above-styled cause to Equity, a copy of which I have this day mailed to the attorney for the plaintiff. Please file.

Yours very truly,



Charles H. Sims, III

CHS,III:vd  
Enc.

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No 8930.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....

Rufus Millinder and Marzelle Millinder.....

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint  
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

Rufus Millinder and Marzelle Millinder....., Defendant.....

by .....Housing Service Corporation.....

.....Plaintiff.....

Witness my hand this.....11th.....day of.....October.....19.....39

*Alvin J. Dorch* Clerk

No.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19.....

Sheriff

I have executed this summons

this ..... 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

HOUSING SERVICES CORPORATION,  
a corporation,

Plaintiff,

VS.

RUFUS MILLINDER and MARZELLE  
MILLINDER,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8930

COUNT ONE

Plaintiff sues to recover possession of the following tract  
of land:

Lots One (1) and Two (2) in the C. V. Hoover Subdivision  
located in the NW 1/4 of the SW 1/4 of Section 19, T7S,  
R4E, Baldwin County, Alabama - - - - -

of which it was in possession, and upon which, pending such possession  
and before the commencement of this suit, the Defendants entered and  
unlawfully withhold, together with SEVEN HUNDRED FIFTY DOLLARS (\$750.00)  
for the detention thereof.

COUNT TWO

Plaintiff sues to recover possession of the following tract of  
land:

Lots One (1) and Two (2) in the C. V. Hoover Subdivision  
located in the NW 1/4 of the SW 1/4 of Section 19, T7S,  
R4E, Baldwin County, Alabama - - - - -

to which it has the legal title, and upon which, pending such legal  
title and before the commencement of this suit, the Defendants entered  
thereupon and unlawfully withhold and detain, together with SEVEN  
HUNDRED FIFTY DOLLARS (\$750.00) for the detention thereof.

CAFFEY, GALLALEE & EDINGTON

By: 

HORACE MOON, JR.  
Attorneys for Plaintiff  
50 St. Emanuel Street  
Mobile, Alabama 36602

Please serve Defendants:

Route 1, Box 164

Foley, Alabama

FILED

OCT 14 1968

ALICE J. DUBOIS

HOUSING SERVICES CORPORATION,  
a corporation,  
Plaintiff,  
vs.  
RUFUS MILLINDER and MARZELLE  
MILLINDER,  
Defendants.  
CASE NO. 3393  
AT LAW  
BALDWIN COUNTY, ALABAMA  
IN THE CIRCUIT COURT OF

COUNT ONE

Plaintiff sues to recover possession of the following tract

of land:

Lot One (1) and Two (2) in the C. V. Hoover Subdivision  
located in the NW 1/4 of the SW 1/4 of Section 19, T7S,  
R4E, Baldwin County, Alabama - - - - -

of which it was in possession, and upon which, pending such possession  
and before the commencement of this suit, the Defendants entered and  
unlawfully withheld, together with SEVEN HUNDRED FIFTY DOLLARS (\$750.00)  
for the detention thereof.

COUNT TWO

Plaintiff sues to recover possession of the following tract of

land:

Lot One (1) and Two (2) in the C. V. Hoover Subdivision  
located in the NW 1/4 of the SW 1/4 of Section 19, T7S,  
R4E, Baldwin County, Alabama - - - - -

to which it has the legal title, and upon which, pending such legal  
title and before the commencement of this suit, the Defendants entered  
thereupon and unlawfully withheld and detain, together with SEVEN  
HUNDRED FIFTY DOLLARS (\$750.00) for the detention thereof.

CARNEY, GALLAGHER & EDINGTON

Attorneys for Plaintiff  
50 St. Emanuel Street  
Mobile, Alabama 36602

Please serve Defendants:

Route 1, Box 164

Foley, Alabama

007-1-30

FILE

LAW OFFICES  
CAFFEY, GALLALEE & EDINGTON  
50 ST. EMANUEL  
MOBILE, ALABAMA  
36602

WILLIAM G. CAFFEY (1884-1964)  
JACK C. GALLALEE  
ROBERT S. EDINGTON  
I. DAVID CHERNIAK  
FREDERICK G. HELMSING  
HORACE MOON, JR.

TELEPHONE 433-2531  
AREA CODE 205

October 13, 1969

Mrs. Alice J. Duck, Circuit Clerk  
Courthouse  
Bay Minette, Alabama

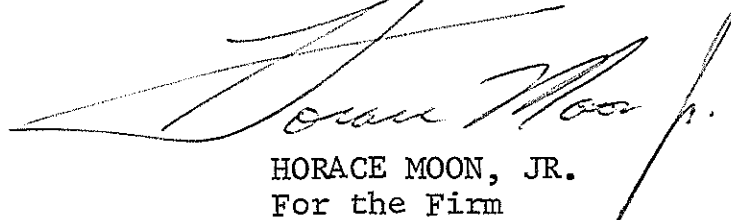
Re: Housing Services Corporation, vs.  
Rufus Millinder and Marzelle Millinder

MO-8930

Dear Mrs. Duck:

Enclosed please find an ejectment suit in the above styled cause, and would appreciate your advising me when service has been perfected on these Defendants. Thank you very much.

Very truly yours,



HORACE MOON, JR.  
For the Firm

HM,jr:lme  
Encl.

HOUSING SERVICES CORPORATION,	*	IN THE CIRCUIT COURT OF
a corporation,		
	*	
Plaintiff		BALDWIN COUNTY, ALABAMA
	*	
vs.		
	*	AT LAW
RUFUS MILLENDER, and		
MARZELLE MILLENDER,	*	
		CASE NO. 8930
Defendants	*	

DEMURRERS

Comes now the Plaintiff, Housing Services Corporation, a corporation, and demurs to the Defendants' motion to transfer from Law to Equity and each and every count thereof, separately and severally, and for separate and several grounds of demurrer sets down and assigns separately and severally the following:

1. The motion fails to state grounds of equitable relief.

2. For that the allegation in Paragraph Two that Lee Quality Homes, Inc. did not complete the work on the inside of the said frame house is a mere conclusion of the Pleader.

3. For that the allegation in Paragraph Two that the Defendant, Rufus Millender did in fact complete the work on the inside of the said frame house is but a mere conclusion of the Pleader and immaterial.

4. For that the allegations in Count Three that the Institute For Essential Housing was in 1960 and 1961 doing all of the financing for Lee Quality Homes, Inc. is but a mere conclusion of the Pleader unsupported by facts.

5. For that it affirmatively appears in the motion that an action or ejectment or an action in the nature of an action of ejectment is one of law and not of equity.

6. For that Defendant has not shown wherein the case cannot be disposed of in the law side of the Court.

7. For that the Defendant has not set forth any equitable right or defense.

8. For that there is no equitable question which could be disposed of in the equity side of the Court.

9. For that in the ejectment suit the issue presented would not warrant transfer of suit to equity docket in that only legal questions are presented.

10. For that the Defendant has failed to allege such defenses as may not be adjudicated and full relief granted on the law side of the Court.

11. For that Plaintiff's action is a legal one cognizable at law.

12. For that the Defendant has not asserted any equitable right or defense, the decision of which would dispose of the case and which cannot be disposed of in the law side.

13. For that the Defendant does not set forth any facts which warrant transfer of the suit to equity docket but on the contrary has affirmatively shown that only legal questions were presented.

14. For that the allegations as set forth in Defendants' Motion seek to establish facts of an equitable nature which are collateral to the issues of the ejectment



action, and are presented as a conclusion of the Pleader  
which are immaterial and irrelevant to this case.

CAFFEY, GALLALEE & EDINGTON

BY Horace Moon, Jr.  
HORACE MOON, JR.  
Attorney for Housing  
Service Corporation

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 22nd day  
of January, 1970, served a copy of the foregoing demurrers  
on counsel for all parties to this proceeding by personal  
service.

Horace Moon, Jr.

FILED

JAN 22 1970

ALICE J. DECK CLERK  
REGISTER

RECEIVED JAN 22 1970  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

MEMORANDUM FOR THE DIRECTOR

SUBJECT: [Illegible]  
[Illegible]  
[Illegible]  
[Illegible]  
[Illegible]

FILED

JAN 22 1970

ALBERT J. DEAN  
CLERK  
REGISTER

U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

TO: DIRECTOR, FBI  
FROM: SAC, [Illegible]  
SUBJECT: [Illegible]  
[Illegible]  
[Illegible]  
[Illegible]  
[Illegible]

[Illegible]

[Illegible]

HOUSING SERVICES CORPORATION, a corporation,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
Plaintiff,	)	AT LAW
vs.	)	
RUFUS MILLENDER and MARZELLE MILLENDER,	)	
Defendants.	)	CASE NO. 8930

MOTION TO TRANSFER FROM THE LAW SIDE OF  
THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA, TO THE EQUITY SIDE OF SAID COURT.

Comes now MARZELLE MILLENDER, one of the Defendants in the above-styled cause and RUFUS MILLENDER, the other Defendant, deceased, represented by all of his children who are all over the age of twenty-one years and whose names and addresses are as follows: ALLEN F. MILLENDER, a resident of the State of California; residing at 10329 Lowdillion Avenue, Los Angeles, Calif.; ROSIA MILLENDER GRIFFIN, a resident of the State of California, residing at 935 West Poplar Street, Compton, California; ORLEAN MILLENDER HANKINS, a resident of the State of California, residing at 1237 East 51 Street, Los Angeles, California, LAURENE MILLENDER SMITH, a resident of the State of Michigan, residing at 5088 Harry Street, Flint Michigan; ERMA L. MILLENDER, a resident of the State of Mississippi, residing at 2632 Henry Street, Moss Point, Mississippi; MARGARET MILLENDER PAIGE, a resident of the State of Alabama, residing at Route 1, Box 326, Foley, Alabama; FANNIE A. MILLENDER, a resident of the State of Alabama, residing at Route 1, Box 349, Foley, Alabama; and TOM MILLENDER, a resident of the State of California, residing at 914 East 97th Street, Los Angeles, California, and allege that they have an equitable defense to said action, the decision of which should dispose of this cause and which cannot be disposed of in the Law side of the court as follows:

1. That heretofore, in to-wit: January, 1961, Rufus Millender and Marzelle Millender, the Defendants, were the fee simple title holders to the following described property situated in Baldwin County, Alabama:

Lots One (1) and Two (2) in the C.V. Hoover Subdivision located in the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 19, Township 7 South, Range 4 East, Baldwin County, Alabama.

That at this time the reasonable market value of the property hereinabove described was approximately \$700.00. That in, to-wit: January, 1961, the Defendant, RUFUS MILLENDER, was 89 years of age and could not read, and the Defendant, MARZELLE MILLENDER, was 52 years of age and could not read.

2. That in, to-wit: January, 1961, the Defendants entered into an agreement with Lee Quality Homes, Inc., for the construction of a shell frame house on the property hereinabove described. In accordance with this agreement, the basic shell frame house was constructed on the property hereinabove described. However, Lee Quality Homes, Inc., did not complete the work on the inside of the said frame house but did furnish the basic materials such as sheetrock, and the Defendant, RUFUS MILLENDER, did in fact complete the work on the inside of said frame house. That in, to-wit: January, 1961, the reasonable retail market value of the shell frame house and the extra materials furnished the Defendants was \$1,500.00.

3. That on, to-wit: the 26th day of January, 1961, RUFUS MILLENDER and MARZELLE MILLENDER who were unexperienced, ignorant, weak of mind and could not read, duly executed a promissory note and first mortgage in the amount of \$7,414.31 to the Institute for Essential Housing; said mortgage being recorded in Mortgage Book 361, pages 8-10 in the office of the Judge of Probate of Baldwin County, Alabama. The Defendant, MARZELLE MILLENDER, is informed and believes, and based on such information and belief, states that said mortgage indebtedness represented the principal together with all interest due on the principal which was initially added on, and the total amount was to be paid over a ten year period in installments of approximately \$60.00 per month. That based on this initial indebtedness, if the interest rate charged was 6%, then the initial principal indebtedness was approximately \$4,630.00, being over three times the reasonable retail market value of the shell frame house; and if the interest rate charged was 7%, then the initial principal indebtedness was approximately \$4,360.00, being approximately three times the reasonable retail market value of the shell frame house; and if the interest rate

charged was 8%, then the initial principal indebtedness was approximately \$4,120.00, being approximately 2 3/4 times the reasonable retail market value of the shell frame house. That the Institute for Essential Housing was in, to-wit: 1960 and 1961 doing all of the financing for Lee Quality Homes, Inc., and the said Institute for Essential Housing had full knowledge or should have known that Lee Qualify Homes was constructing shell frame houses for poor, ignorant and low-income families and charging said people greatly in excess the amount of the actual building and construction cost, and thus, the said Institute for Essential Housing as payee of the above-referenced note of January 26, 1961, was not a holder in due course of said note.

4. That from, to-wit: February, 1961, through to-wit: August, 1966, the Defendant, RUFUS MILLENDER, regularly and duly made his monthly payments in accordance with his promissory note, and he paid a total on said indebtedness of \$3,330.58. The primary reason that RUFUS MILLENDER ceased to make his monthly installments was because he became senile and mentally incompetent. That if the original indebtedness had been the reasonable retail market value of \$1,500.00 and if all interest due on said principal over a ten year period was initially added on, then the initial indebtedness at various interest rates would and should have been as follows: At 6% interest the total indebtedness would have been \$2,400.00; at 7% interest the total indebtedness would have been \$2,550.00; and at 8% interest the initial indebtedness would have been \$2,700.00.

5. That on, to-wit: the 17th day of September, 1965, Certain-teed Products Corporation, 120 East Lancaster Avenue, Ardmore, Pennsylvania, (as the successor in interest to Institute for Essential Housing, Inc., arising by operation of law by merger of the latter into Certain-teed Products Corporation) as assignor assigned the Millender mortgage of January 26, 1961, and the note and indebtedness secured thereby to First Rediscount Corporation; said assignment being recorded in Mortgage Book 516, pages 865-66 on, to-wit: April 28, 1967.

c. g. c.

The said Certain-teed Products Corporation as successor of Institute for Essential Housing was also informed or should have known of the practices of Lee Quality Homes in building basic frame shell houses and charging poor, ignorant people greatly in excess the value of said houses and construction, and thus, Certain-teed Products Corporation was not a holder in due course of the Millender note dated January 26, 1961. The First Rediscount Corporation was also informed or should have known of the practices of Lee Quality Homes as stated in the previous sentence and was further so closely associated with Certain-teed Products Corporation that it, First Rediscount Corporation, was not a holder in due course of the Millender note dated January 26, 1961.

6. That on, to-wit: The 7th day of June, 1967, First Rediscount Corporation, as assignee of the Millender mortgage dated the 26th day of January, 1961, foreclosed said mortgage in accordance with its terms and conditions; said foreclosure deed being recorded in Deed Book 375 NS, pages 897-99.

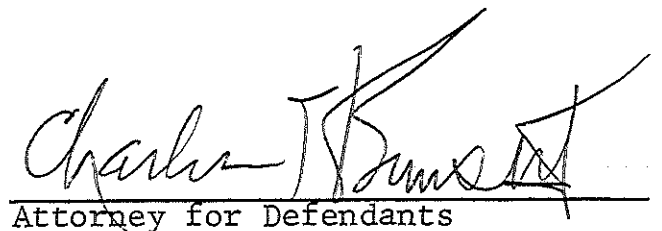
7. That on, to-wit: The 17th day of July, 1968, First Rediscount Corporation deeded the property hereinabove described to Housing Services Corporation, said special deed being recorded in Deed Book 387, pages 861-63, on, to-wit: September 20, 1968. The said Housing Services Corporation, a subsidiary corporation of Certain-teed Products Corporation was also informed or should have known of the practices of Lee Quality Homes in building basic frame shell houses and charging poor, ignorant people greatly in excess the value of said houses and construction.

8. That in, to-wit: 1969 the Defendant, RUFUS MILLENDER, died intestate leaving as his heirs at law and next of kin his widow, MARZELLE MILLENDER, the Defendant, and his children who are hereinabove named.

9. That in consideration of the fact that the Defendants were inexperienced, ignorant, weak of mind, and could not read,

and the further fact that Lee Quality Homes, Inc., the Institute for Essential Housing, Certain-teed Products Corporation, First Rediscount Corporation, and Housing Services Corporation were experienced and intelligent in this field, the Defendant, MARZELLE MILLENDER and the children of RUFUS MILLENDER allege and contend that the mortgage of January 26, 1961, was obtained by fraud and they further allege and contend that in considering the reasonable retail market value of the work done and the amount of the note and mortgage drawn, that said note and mortgage are an unconscionable contract and bargain.

In order to determine and adjudicate the contentions of MARZELLE MILLENDER, defendant, and the children of RUFUS MILLENDER that the original note and mortgage of January 26, 1961 was executed by the Millinders as a direct result of the fraud perpetrated on them by Lee Quality Homes, the Institute for Essential Housing and the other corporations as hereinabove named, and to further adjudicate the question of the said mortgage of January 26, 1961 being in all respects an unconscionable contract and bargain so that a court of equity could declare this note and mortgage and all of the other instruments hereinabove referred to, null and void and set aside said instruments, the Defendants pray that this cause may be transferred and removed from the law side of the Circuit Court of Baldwin County, Alabama, to the Equity Side of the Circuit Court of Baldwin County, Alabama.

  
Attorney for Defendants

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned, a notary public in and for said county in said state, personally appeared MARZELLE MILLENDER, Defendant in the above-styled cause, who being by me first duly and legally sworn, deposes and says under oath, that the above Motion has been read to her and that the matters, allegations

and facts contained therein are true and correct.

Margaret Miller

Sworn to and subscribed before  
me on this the 19<sup>th</sup> day of  
January, 1970.

Channon A. Cudworth  
my comm. expires: 9/27/73

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 19<sup>th</sup> day of January,  
1970, served a copy of the foregoing pleading on counsel for all  
parties of this proceeding by mailing the same by United States  
mail, properly addressed, and first class postage prepaid.

Charles J. Burns

FILED

JAN 21 1970

ALICE J. BUEY CLERK  
RECLASTER



HOUSING SERVICES CORPORATION, a corporation,	⌘	IN THE CIRCUIT COURT OF
	⌘	
Plaintiff,	⌘	BALDWIN COUNTY, ALABAMA
VS.	⌘	
RUFUS MILLINDER and MARZELLE MILLINDER,	⌘	AT LAW
Defendants.	⌘	CASE NO. 8930

MOTION TO PRODUCE ABSTRACT OF TITLE

Comes now the Plaintiff by and through its duly authorized attorney, and in accordance with the provisions of Title 7, Section 940, Code of Alabama, 1940 (Recomp. 1958) moves that the Defendants in this cause furnish to the Plaintiff an abstract in writing of the title or titles on which the Defendants are relying upon for a defense in this cause.

CAFFEY, GALLALEE & EDINGTON

By: *Horace Moon, Jr.*  
 HORACE MOON, JR.  
 Attorneys for Plaintiff  
 50 St. Emanuel Street  
 Mobile, Alabama 36602

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 13<sup>th</sup> day of November, 1969, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.

*Horace Moon, Jr.*

**FILED**

NOV 14 1969

**ALICE J. DUCK** CLERK  
REGISTER

1. The first part of the report is a general statement of the purpose and scope of the study.

2. The second part of the report is a detailed description of the methods used in the study.

3. The third part of the report is a detailed description of the results of the study.

4. The fourth part of the report is a detailed description of the conclusions of the study.

5. The fifth part of the report is a detailed description of the recommendations of the study.

6. The sixth part of the report is a detailed description of the limitations of the study.

7. The seventh part of the report is a detailed description of the acknowledgments of the study.

8. The eighth part of the report is a detailed description of the references of the study.

9. The ninth part of the report is a detailed description of the appendices of the study.

10. The tenth part of the report is a detailed description of the index of the study.

11. The eleventh part of the report is a detailed description of the bibliography of the study.

12. The twelfth part of the report is a detailed description of the glossary of the study.

13. The thirteenth part of the report is a detailed description of the list of figures of the study.

14. The fourteenth part of the report is a detailed description of the list of tables of the study.

15. The fifteenth part of the report is a detailed description of the list of abbreviations of the study.

16. The sixteenth part of the report is a detailed description of the list of symbols of the study.

17. The seventeenth part of the report is a detailed description of the list of equations of the study.

18. The eighteenth part of the report is a detailed description of the list of definitions of the study.

19. The nineteenth part of the report is a detailed description of the list of footnotes of the study.

20. The twentieth part of the report is a detailed description of the list of references of the study.

21. The twenty-first part of the report is a detailed description of the list of appendices of the study.

22. The twenty-second part of the report is a detailed description of the list of index of the study.

23. The twenty-third part of the report is a detailed description of the list of bibliography of the study.

24. The twenty-fourth part of the report is a detailed description of the list of glossary of the study.

8930

HOUSING SERVICES CORPORATION,	⌘	IN THE CIRCUIT COURT OF
a corporation,		
	⌘	
Plaintiff,		BALDWIN COUNTY, ALABAMA
	⌘	
VS.		
	⌘	AT LAW
RUFUS MILLINDER and MARZELLE		
MILLINDER,	⌘	
Defendants.	⌘	CASE NO. <u>\$930</u>

COUNT ONE

Plaintiff sues to recover possession of the following tract of land:

Lots One (1) and Two (2) in the C. V. Hoover Subdivision located in the NW 1/4 of the SW 1/4 of Section 19, T7S, R4E, Baldwin County, Alabama - - - - -

of which it was in possession, and upon which, pending such possession and before the commencement of this suit, the Defendants entered and unlawfully withhold, together with SEVEN HUNDRED FIFTY DOLLARS (\$750.00) for the detention thereof.

COUNT TWO

Plaintiff sues to recover possession of the following tract of land:

Lots One (1) and Two (2) in the C. V. Hoover Subdivision located in the NW 1/4 of the SW 1/4 of Section 19, T7S, R4E, Baldwin County, Alabama - - - - -

to which it has the legal title, and upon which, pending such legal title and before the commencement of this suit, the Defendants entered thereupon and unlawfully withhold and detain, together with SEVEN HUNDRED FIFTY DOLLARS (\$750.00) for the detention thereof.

CAFFEY, GALLALEE & EDINGTON

By: *Horace Moon*  
 HORACE MOON, JR.  
 Attorneys for Plaintiff  
 50 St. Emanuel Street  
 Mobile, Alabama 36602

Please serve Defendants:  
 Route 1, Box 164  
 Foley, Alabama

**FILED**  
 OCT 14 1968  
 ALICE J. BARK  
 CLERK  
 REGISTER  
 VOL 68 PAGE 611

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 8930

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....

Rufus Millinder and Marzelle Millinder

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

Rufus Millinder and Marzelle Millinder

Defendant.....

by .....Housing Service Corporation.....

Plaintiff.....

Witness my hand this 14th day of October 1969

*Delice J. Webb* Clerk

10-17-69

VOL

66 612

No. 8930

Page.

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

HOUSING SERVICE CORPORATION  
a corp.

Plaintiffs

vs.

RUFUS MILLINDER and  
MARZELLE MILLINDER  
Defendants

SUMMONS AND COMPLAINT

Filed 10-14 19 69

Alice J. Duck  
Clerk

Caffey, Gallalee & Edington

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received in Office

OCT 14 19 69

~~TAYLOR WILKINS~~ Sheriff

I have executed this summons

this 19

by leaving a copy with

*Rufus Millinder*  
*Marzelle Millinder*  
*10-14-69*

Sheriff claims 7.5 miles at

10 Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

by *Alice J. Duck*  
DEPUTY SHERIFF

*Taylor Wilkins* Sheriff

*Charles L. Jones* Deputy Sheriff

HOUSING SERVICES CORPORATION,	)	IN THE CIRCUIT COURT OF
a corporation,	)	
	)	BALDWIN COUNTY, ALABAMA
Plaintiff,	)	
	)	AT LAW
vs.	)	
	)	
RUFUS MILLINDER and MARZELLE	)	
MILLINDER,	)	
	)	
Defendants.	)	CASE NO. 8930

DEMURRER

Comes now the Defendants and demur to the complaint heretofore filed in this cause, and to each count thereof, separately and severally, and for grounds for said demurrer sets down and assigns the following, separately and severally:

1. For the said count does not state a cause of action against the Defendants.
2. For the said count is vague and indefinite and does not sufficiently apprise the Defendants of the claim which is made against them.
3. The allegations of the complaint are merely conclusions of the pleader.
4. For aught it appears, that the Plaintiff has made no demand to the Defendants for possession of subject property.

*Charles T. Bums*  
Attorney for Defendants

I do hereby certify that I have on this 11th day of November, 1969, served a copy of the foregoing pleading on counsel for all parties of this proceeding by mailing the same by United States mail, properly addressed, with first class postage prepaid.

*Charles T. Bums*

**FILED**

NOV 12 1969

**ALICE J. DUCK** CLERK  
REGISTER

[illegible]

H.  
N.

Q569

[illegible]