

Arthur O. Huff,
Complainant.

-VS-

Sunny South Developing
Company, a Corporation,
Defendant.

Circuit Court of Baldwin
County, Alabama.

Spring Term 1920. Chancery
Division. (*In Equity*)

To the Honorable John D. Leigh Judge
of the Twenty first Judicial Circuit of Alabama exercising
Equity Jurisdiction in the County of Baldwin.

Your complainant Arthur O. Huff, respectfully represents unto your
Honor, as follows:

First: He is a resident citizen of the County of Baldwin, the
State of Alabama and is over twenty one years of age.

Second: The respondent Sunny South Developing Company, is a Corp-
oration under the laws of the State of Illinois and is doing business in
the State of Alabama.

Third: The complainant purchased of respondent Two (2) Lots, Num-
bers Fourteen (14) and Fifteen (15) in Block Eleven (11) in the Town of
Foley, Alabama, being the premises where the moving picture show is now
located and the lot immediately to the North thereof in the said Town of
Foley, Alabama, on or about the 20th. day of November 1919. It was agreed
between complainant and respondent, as will clearly appear from the cer-
tified copy of the contract hereto attached, that complainant was to pay
Nine Hundred (\$ 900.00) Dollars, for the property in question. One Hund-
red (\$ 100.00) Dollars, of which was to be paid upon the acceptance of
the contract, by complainant and the balance to be paid quarterly with
interest. Immediately upon the payment of Five Hundred (\$ 500.00) Dol-
lars, and the interest thereon, which would be on April the 1st. 1921,
respondent agreed, by the terms of the above mentioned contract, hereto,
exhibited and marked exhibit A, to make complainant a deed, to the prop-
erty described in the contract above refered to, and to take back a mort-
gage, on the property, as security for the balance due respondent. The
payment of which was to be made quarterly, the last of which payments
would fall due on the first day of August 1922. Complainant accepted the
contract, without modification, objection, or condition of any kind, or
character whatsoever and paid the One Hundred (\$ 100.00) Dollars, as a
condition precedent to the contract becoming binding between respondent

and complainant. The respondent received payment and receipted the complainant for the same and credited said payment on the contract as part of the purchase money to be paid for the property, as per the terms of the above mentioned contract. Complainant was in the lawful possession of the property in controversy at the time of the making of the contract, and has been in the continuous and uninterrupted possession of said property until the commencement of this suit. The first quarterly payment was due under the contract above referred to on the 1st. day of April 1920, in the sum of One Hundred Sixteen (\$ 116.00) Dollars, including the accrued interest, which money was tendered by the complainant to respondent, in the town of Foley, Alabama, on the 1st. day of April 1920, in the exact amount due, of legal money of the United States, but the money when tendered by complainant was refused by respondent, and while complainant has ever remained ready and willing and anxious to pay the exact amount due by the terms of the contract, the respondent continues to refuse to receive payment and disclaims and disavows any responsibility, or liability under and by virtue of the aforesaid contract. Complainant further showeth unto your Honor, that he has fully complied with all the terms of the aforesaid contract of sale, by making a legal and lawful tender of lawful money of the United States in the exact amount due, by the terms of the contract to the legally authorized agent of the said respondent, said agent having the authority to receive and receipt for any and all moneys due the respondent under said and like contracts, for, in and around the town of Foley, Alabama, Baldwin County. Complainant further showeth unto your Honor, that after respondents agent, or representative having refused the above mentioned tender, your complainant, in a further attempt to carry out the terms of the contract, offered and tried to place the money in the exact amount due respondent, on deposit with the State Bank of Foley, in the town of Foley, Alabama, to the credit of respondent, on the above mentioned contract, and not being permitted by the authorities of said bank, to make the above mentioned deposit to the credit of respondent, he (complainant) then in another and further effort to carry out the terms of the contract offered, or attempted to send the exact amount of money due in the sum of One Hundred ^{Returned} (\$ 116.00)

Dollars, to the home office of respondent, which is located and situated in the City of Chicago, State of Illinois, by wire, or the ordinary and usual manner, custom, or method of sending, or dispatching money, through, or by one Irwin, express, or railroad agent, of Foley, Alabama, and he having declined and refused to receive and dispatch said money, as requested, then your complainant was without further means of executing the terms of said contract. Complainant was prevented from carrying out the terms of said contract, solely and on account of the fact that respondent refused to, and declined to accept payment when due and tendered by complainant, as above set out. Your complainant further showeth unto your Honor, that he has deposited One Hundred Sixteen (\$ 116.00) Dollars, with the clerk ^{and Register} of the Circuit Court of Baldwin County Alabama, the amount due under the terms of this contract above referred to and marked exhibit A, which is made a part of this bill with the understanding that he, (Clerk) ^{and Register} pay the money to the proper party under the instructions of this court.

Complainant invites your Honor's attention to a certified copy of the contract hereto attached and marked exhibit A, and complainant prays that the same be taken, as a part of this bill of complaint, the same as if fully set out with the privilege of referring to the same. Complainant further invites your Honor's attention to a copy of the complaint hereto attached and marked exhibit B, wherein complainant Arthur O. Huff, is made defendant in an ejectment suit and respondent Sunny South Developing Company, a Corporation, is plaintiff, and prays that the same be taken as part of this bill of complaint, the same as if fully set out, with the privilege of referring to same.

Fourth: Complainant charges and avers, that defendant is pressing said suit in ejectment against plaintiff, now pending on the law side of the docket in this Honorable Court, and that complainant is without legal remedy to defend against said suit at law, but has a full and adequate defense in equity and is entitled to have this court grant an injunction against defendant, their agents, attorneys, or representatives injoining them from the further prosecution of said ejectment suit until this Honorable court of equity can hear this case and pass upon said contract, and the rights of both parties thereto. Complainant is ready, able and willing to fulfill, perform and carry out his part of said contract, and he submits himself to the jurisdiction of this Honorable court and offers to do equity.

PRAYER

Complainant prays that the Sunny South Developing Company, a Corporation, be made a party defendant to this bill of complaint and that it be served with notice of filing of same, as provided by law in such cases, and it be required to plead, answer, or demur under the rules of practice in this court and that your Honor, will grant a writ of injunction, against defendant; their agents, attorneys, or representatives, enjoining them and each of them from further prosecuting said ejectment suit against complainant, until this court of equity shall have investigated, construed and passed upon said contract and rights of all parties to the same. And upon final hearing of this case, upon the pleadings and proof, your Honor, will render a decree authorizing the complainant to perform his part of said contract, and pay off his obligations under said contract, as the same falls due and that respondent be required fully to comply with all of ~~their~~ obligations under said contract and for all such other, further and general relief, as your Honor may seem meet and proper, and as in duty bound he will ever pray etc.

Avery & Locke,
Attorneys for Complainant.

FOOT NOTE

Complainant requires respondent to answer each and every material allegation in this bill of complaint from paragraphs one to four inclusive, but without oath.

Avery & Locke,
Attorneys for Complaint.

STATE OF ALABAMA
ETOWAH COUNTY

Margaret Edmundo Register
Before me ~~E. L. Hurst~~, personally
appeared E. G. Avery, Attorney of
record for Arthur O. Huff, the complainant in this case, who being
duly sworn says on oath that the allegations and facts set out in
the foregoing bill of complaint are true.

E. G. Avery,

Subscribed and sworn to this
the 8th day of May 1920.

Margaret Edmundo
Register

STATE OF ALABAMA
ETOWAH COUNTY

To the Register of the Circuit Court at Bay Minette, Baldwin
County Alabama.

Upon the complainant entering into bond, with surety, in the
sum of Three hundred Dollars, payable to ^{Respondent,} and
approved by you, and conditioned according to law, let an injunction
issue according to the prayer of this bill.

This May 8, 1920.

Wardson J. Martin,
Judge 16th. Judicial Circuit.

Foley, (Baldwin County) Alabama, Nov 20, 1919.

Mr Arthur Huff, Foley, Ala.

Dear Sir:-

We are willing to sell you the building now used by you for Moving Picture shows, inclusive of the lot on which it has been built as well as the lot immediately to the north thereof for a sum of \$900.00 (Nine Hundred Dollars) on terms as following:

Cash to be paid upon acceptance of our terms: \$100.00.

Balance of \$800.00 in amounts and on dates set forth below:

	Int.	Principal.
April 1, 1920, \$116.00, viz:	\$16.00	\$100.00
August 1, 1920, \$114.00 "	14.00	100.00
Dec. 1, 1920 \$112.00 "	12.00	100.00
April 1, 1921 \$110.00 "	10.00	100.00
August 1, 1921 \$108.00 "	8.00	100.00
Dec. 1, 1921 \$106.00 "	6.00	100.00
April 1, 1922 \$104.00 "	4.00	100.00
August 1, 1922 \$102.00 "	2.00	100.00
Total Interest	\$72.00	\$800.00
		\$900.00

We reserve, however, for ourselves the right to the north four feet of the north lot covered by the platform and stairway to the corner building until such time that the vacant lot will be improved and such platform and stairway shall be in the way of the improvement.

We shall assume the taxes up to October 1, 1919.

Immediately upon the payment of Five Hundred Dollars (\$500.00) which will be on April 1, 1921, and the interest thereon, we will give you a deed and take back a mortgage for the following payments, to-wit:

August 1, 1921, Princ.	\$100.00	Int.	\$8.00	Total	\$108.00
Decemb. 1, 1921.	" \$100.00	"	\$6.00	"	\$106.00
April 1, 1922	" \$100.00	"	\$4.00	"	\$104.00
Aug. 1, 1922	" \$100.00	"	\$2.00	"	\$102.00

Awaiting your decision in the matter, we are,

Very truly yours,
Sunny South Developing Co.
John Stelk

Received from Arthur Huff the sum of One Hundred Dollars (\$100.00) to be applied on the purchase of the above mentioned property on the terms and conditions above set forth. Insurance in the amount of \$500.00 has this date been placed upon the property for one year; the premium thereon amounts to \$47.50. This money is to be advanced by the Sunny South Dev. Co. and to be repaid on December 1, 1922, with \$7.95 interest thereon so that \$55.45 (fifty-five and 45/100) will be added to the total indebtedness.

Sunny South Developing Company,

By John Stelk.

O. K.
Arthur O Huff.

State of Alabama,
Baldwin County.

I, James M Voltz, Judge of Probate for said County, hereby certify that the following privilege tax has been paid on the within instrument as required by acts 1902 & 1903, viz: \$1, cts. 20.

Jas M Voltz, Judge of Probate,

By J L Kessler, clerk.

Filed for record Jan. 8th, 1920, at 10:22 A M

Recorded Jan 9th, 1920.

Jas M Voltz, Judge of Probate.

State of Alabama,
Baldwin County.

I, James M Voltz, Judge of Probate in and for said State and County, hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Mortgage Record No. 24 at Pages 78 and 79, now on file in the office of the Judge of Probate of Baldwin County, Alabama,

Witness my hand and the seal of the Probate Court of Baldwin County, Alabama, this 6th day of May A.D., 1920.



James M. Voltz
Judge of Probate Court,
Baldwin Co., Ala.,
By *J. L. Kessler* clerk.

STATE OF ALABAMA, X
BALDWIN COUNTY, X

IN THE CIRCUIT COURT,
BALDWIN COUNTY, ALA.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Arthur O. Huff to appear and plead, answer or demur, within thirty days from from the service hereof, to the complaint filed in the Circuit Court, Baldwin County, Alabama, at Bay Minette against him by the Sunny South Developing Co., a corporation, Plaintiff.

Witness my hand this 21st day of April, 1920.

J. M. Rice Clerk.

C-O-M-P-L-A-I-N-T .

The Sunny South Developing Co., : Arthur O. Huff,
a Corporation, Plaintiff. : --vs-- :
: Defendant.

The plaintiff sues to recover possession of the following tract of land, to-wit:

Lots Fourteen (14) and Fifteen (15) in Block Eleven (11) in the Town of Foley, Alabama, being the premises where the moving picture show is now located and the lot immediately to the North thereof in the said Town of Foley, Alabama.

of which it was in possession, and upon which, pending such possession, and before the commencement of this suit, the defendant entered and unlawfully withholds, together with Two Hundred Fifty (\$250.00) Dollars for the detention thereof.

Plaintiff demands a trial by jury.

PAGE & MOORE,
Attorneys for Plaintiff.

IDLE HOUR THEATRE

Arthur O. Huff, Prop

Moving Pictures

Foley Alabama

August 24th '21

Mr T W Richardson, clerk,

Bay Minette.

Dear Sir-, Will you kindly forward the money I have deposited with you subject to order of S.S.D.Co, to State Bank of Foley, deducting the court costs of \$26.52 from the amount, which I will pay to the State Bank of Foley.

Thanking you for promptness on your part, and thanking you for this and all past favors, I am--

Yours very truly,

Arthur O. Huff

THE HOUR THEATRE
Arthur O. Hale, Prop.
Mobile, Alabama

on Deposit 342⁰⁰
less Costs 265²

OK \$ 315⁴⁸

put into Bank
of Foley Aug 26th/92
J W Keilman
Register

Filed Aug 26th/92
J W Keilman
Register

RECORDED

Arthur O. Huff,
Complainant.
Vs.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Sunny South Development
Company,
Respondent.

IN EQUITY.

Now comes the Respondent and demurs to the
Original Bill in this cause and for grounds of demurrer thereto assigns
the following:

Handwritten notes:
The
Bill
is
in
equity
and
there
is
no
equity
in
the
Bill.

FIRST.

There is no equity in the Bill.

PAGE & MOORER,

Solicitors for Respondent.

STATE OF ALABAMA)
: SS
COUNTY OF BALDWIN)

IN THE CIRCUIT COURT

OF BALDWIN COUNTY

ARTHUR O. HUFF)
vs.) IN EQUITY
SUNNY SOUTH DEVELOPING COMPANY,)

AND NOW COMES the defendant, SUNNY SOUTH DEVELOPING COMPANY, an Alabama corporation, by PAGE & MOORER, its solicitors, and by leave of Court files this, its amended demurrer, and demurs to the bill of Complaint herein for the following reasons:

First: Because the complainant avers a conclusion when he states in his Bill that "he was in the lawful possession of the property at the time of the making of the contract" , set forth in said Bill of Complaint.

Second: Because the complainant does not negative the presumption and fact that he was in possession of a portion of the real estate described in the Bill of Complaint herein as a tenant of this defendant from month to month at a monthly rental, and that he had failed to pay the monthly rent due and payable from him, when the ejectment suit (which was enjoined in this proceeding) was brought against him by this defendant.

Third: Because the contract set forth in the Bill of Complaint does not provide that the defendant shall have or retain possession of the lot used by him as and for a Moving Picture Theatre upon other or different terms than those under which he occupied the same before and at the time of the making of said contract, and further because he does not set forth the terms and conditions under which he was occupying said lot.

Fourth: Because the complainant does not aver any agreement or understanding of any kind or character which gives him the right to the possession of the vacant lot, north of the lot, used by him as and for a Moving Picture Theatre, before April 1, 1921, and which deprives this defendant of the use of said vacant lot before that date.

Fifth: Because the complainant has failed to set forth any facts and circumstances showing that his remedy at law is inadequate.

Sixth: Because under the contract set forth in the Bill of Complaint, the complainant has no right to possession of all of said premises or any part thereof prior to April 1, 1921, if by that time he has complied with all the terms and conditions of the contract and is entitled to a deed.

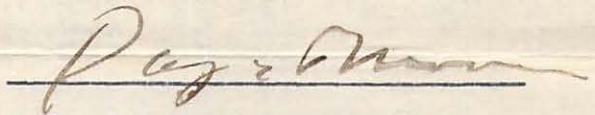
Seventh: Because the complainant does not allege that this defendant is unwilling or unable to answer for any and all damages which the complainant might be awarded for the wrong and injury, if any, which he might sustain by being dispossessed of the premises described in the Bill of Complaint.

Eighth: Because the complainant does not set forth facts and circumstances that irreparable damage will be done to and suffered by him, unless the injunction issue as prayed for by the Bill of Complaint.

Ninth: Because the complainant does not allege that JOHN STELK had any authority from this defendant to enter into the contract set forth in said Bill of Complaint.

Tenth: Because complainant does not aver that this defendant ever authorized the sale of the real estate described in said Bill of Complaint.

Eleventh: Because the complainant has a full and complete remedy at law, and, therefore, has no standing in a Court of Equity on the case made out by the Bill of Complaint.


Solicitors for Defendant.

HAMMER
BOND

The State of Alabama

~~ETOWAH COUNTY~~

BALDWIN COUNTY

Arthur O. Huff,

vs. Complainant,

Sunny South Developing Company,

a Corporation,

Defendant.

No.

BAY MINETTE

Circuit Court at ~~Gadsden~~

IN EQUITY

SPRING TERM 1920.

To Any Sheriff of the State of Alabama—Greeting:

We command you that without delay you execute this writ and due return thereof how you have executed the same make to us at a term of our Circuit Court of ~~Etowah~~ ^{Baldwin} County to be held at ~~Gadsden~~ ^{Bay Minette}, Alabama, commencing on the 24th day of May 1920.

TO Sunny South Developing Company, a Corporation, respondent, its agents, attorneys, or representatives

WHEREAS

Arthur O. Huff, Complainant

has this day filed a Bill of Complaint in said Court against Sunny South Developing Company, a Corporation respondent,

praying, among other things, that Sunny South Developing Company, a Corporation, its agents, attorneys, or representatives, be enjoined from further prosecuting its ejection suit against, Arthur O. Huff, complainant, which said ejection suit is now pending on the law side of the docket in the Circuit Court of Baldwin County, at Bay Minette, Alabama, wherein Sunny South Developing Company, a Corporation, present respondent, is plaintiff and Arthur O. Huff, present complainant is defendant.

And whereas, on said Bill of Complaint being exhibited to the

Hon. Woodson J. Martin, Judge

of the Sixteenth Judicial Circuit

of the State of Alabama, on the May day of 1920, he did order that upon Complainant entering into Bond, with sureties, in the sum of

Respondent Three Hundred (\$ 300.00) DOLLARS payable to, and approved by the Register of this Court, and conditioned according to law, a Writ of Injunction issue out of said Court, according to the prayer of said bill; and, whereas, Bond has been given, as required by said order :

These, therefore, are to command and strictly enjoin you from, your agents, attorneys, or representatives, from further prosecuting a suit in ejection, which ejection suit is now pending on the law side of the docket, in the Circuit Court of Baldwin County, at Bay Minette, Alabama, in which present respondent (Sunny South Developing Company, a Corporation,) is plaintiff and (Arthur O. Huff,) present complainant is defendant. until further order of this Court. And this you will in nowise omit, under penalty.

WITNESS my hand, at office in Bay Minette ~~Gadsden~~, Alabama, this 13th day of May 1920.

T. W. Ricusson

Register.

400 Original

No.

The State of Alabama

~~ETOWAH COUNTY~~

Baldwin County
Bay Minette

CIRCUIT COURT AT GADSDEN

IN EQUITY

Complainant,

vs.

Defendant.

WRIT OF INJUNCTION

Filed *May 13* 19*20*

Issued *May 13* 19*20*

Register.

Final Record Book Page

Received in office this.....

day of..... 191.....

Sheriff.

I hereby deputize to act as Special Deputy Sheriff to execute the within

this *18* day of

May 19*20*

Sheriff.

Executed by serving a copy of the

within on *Mr Huber*

this *18 May* day of

191*20*

W.R. Stuart

Sheriff.

B.O. Wiggins
Deputy Sheriff.

RECORDED

Jolley

STATE OF ALABAMA)
 : SS.
COUNTY OF BALDWIN)

IN THE

COURT OF BALDWIN COUNTY.
IN CHANCERY .

Arthur O. Huff)

-vs-

Sunny South Developing)
Company, a corporation)

It is hereby stipulated and agreed that the injunction heretofore issued herein be dissolved without cost to either party and that the money now in the hands of the officer of the court under its order be turned over to the State Bank of Foley of Foley, Alabama, and that the above entitled cause be dismissed without cost to either party.

Dated, May 31st, 1921.

Arthur O. Huff
Complainant.

W. J. Peery
Solicitors for complainant.

SUNNY SOUTH DEVELOPING COMPANY
by John Smith
President, Defendant.

Ray D. Moore
Solicitors for defendant.
R. D. Moore

VICTOR F. GAAR. PRESIDENT

W. A. STODDARD, CASHIER

GEO. HOLK, VICE-PRESIDENT

STATE BANK OF FOLEY

CAPITAL AND SURPLUS, \$28,000

FOLEY, ALABAMA

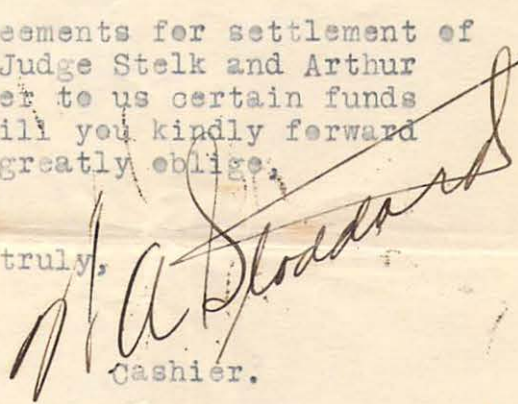
July 22nd 1921.

Mr. T. W. Richardson,
Clerk of Court,
Bay Minette, Ala.

Dear Sir,-

We are enclosing two agreements for settlement of cases between Sunny South Dev. Co, Judge Stelk and Arthur O. Huff,- with order for turning over to us certain funds deposited with you by Arthur Huff,- will you kindly forward us check covering this deposit, and greatly oblige.

Yours very truly,


Cashier.

The State of Alabama }
ETOWAH COUNTY }
BALDWIN COUNTY

No.

Arthur O. Huff,
Complainant.
vs.
Sunny South Developing Company,
a Corporation,
Defendant.

BALDWIN
Circuit Court of **Etowah** County
IN EQUITY.

SPRING TERM 1920.

Know All Men By These Presents:

That we, Arthur O. Huff, and Sureties
are held and firmly bound unto Sunny South Developing Company, a Corporation,
in the sum of
Three Hundred (\$ 300.00) Dollars,
for the payment of which, well and truly to be made, we bind ourselves, jointly and severally,
and each of us, our heirs, executors and administrators, firmly by these presents.

WITNESS our hands and seals, this 13 day of May 1920.

WHEREAS, the said Arthur O. Huff, has filed his bill of complaint
in the Circuit Court of Baldwin County, at Bay Minette, Alabama, on the
day of May 1920, and has obtained thereon an order for the
issuance of an injunction from the Honorable Woodson J. Martin, Judge of
the Circuit Court of Etowah County, at Gadsden, Alabama, (Sixteenth Judicial
Circuit of Alabama) to restrain and enjoin the said Sunny South Developing
Company, a Corporation, its agents, attorneys, or representatives, from
further prosecuting a suit in ejectment, which is now pending on the law
side of the docket, in the Circuit Court of Baldwin County, at Bay Minette,
Alabama, in which Sunny South Developing Company, a Corporation, present
respondent is plaintiff and Arthur O. Huff present complainant is defendant.

Now, therefore, the condition of the above obligation is such, that if the above bounden
Arthur O. Huff and Sureties, or their
heirs, executors, administrators, or any of them, shall and do, well and truly pay all damages and
costs which any person may sustain by the suing out of said injunction, if the same is dissolved,
then the above obligation to be void, otherwise to remain in full force, and we severally waive
the benefit of exemptions under the Constitution and Laws of Alabama as to this obligation.

Arthur O. Huff L. S.
George Folk L. S.
David H. Gaar L. S.

Approved this 13th day of May 1920.

J. W. Richmond
Register.

3

No.
The State of Alabama
ETOWAH COUNTY
Etowah County
Circuit Court—In Equity

Complainant,
vs.

Defendant.

INJUNCTION BOND

Filed May 13th 1920
J. W. Richmond
Register.

RECORDED

Final Record Page

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 Sunny South Developing Company, a
Corporation.

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

Arthur O. Huff,

against said Sunny South Developing Company, a Corporation

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 14th, day of May, 1920,

.....191.....

T. W. Richerson

Register.

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

Original 2nd

Serve on.....

CIRCUIT COURT OF BALDWIN COUNTY,
IN EQUITY.

No.....

SUMMONS.

Arthur O Huff,

vs.

Sunny South Developing Co.

RECORDED

Avery Locke.

Solicitor for Complainant.

Recorded in Vol..... Page.....

Recd on Kuhn

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Received in office this.....

day of 191.....

Sheriff.

Executed this *18th* day of

May 191*20*

by leaving a copy of the within Summons with

Kuhn

Defendant

W.R. Hart

Sheriff

By

B. O. Wiggins

Deputy Sheriff.

"Exhibit A"

* * * * *

State of Alabama, }
Baldwin County. }

* * * * * KNOW ALL MEN BY THESE PRESENTS, That James S Oaks, (single) of Lillian, Baldwin County, Alabama party of the first part, in consideration of the sum of Six Thousand Dollars, to him in hand paid, by Eugene Oaks party of the second part, the receipt whereof is hereby acknowledged, does, grant, bargain, sell and convey unto the said party of the second part, heirs and assigns forever, all and singular the following described real property in Baldwin County, Alabama, to-wit:

The Southwest quarter of Section 15, in Township 7 South of range 2 East of St Stephen's Meridian and containing 160 acres, more or less, according to the Government survey thereof; Also the South half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 24, Township 7 South of Range 4 East, containing 124 83/100 acres more or less; also the North half of the Southeast quarter of the northeast quarter of Section 27, Township 6 South of Range 5 East of St. Stephens Meridian, containing 20 acres more or less; also the North half of the Southwest quarter of the Northwest quarter of Section 22, Township 7 South, Range 6 East, of St Stephens Meridian, containing 20 acres, more or less,

To have and to hold, the above granted and described premises with the appurtenances unto the said party of the second part and to his heirs and assigns and to their sole and only proper use, benefit and behoof forever.

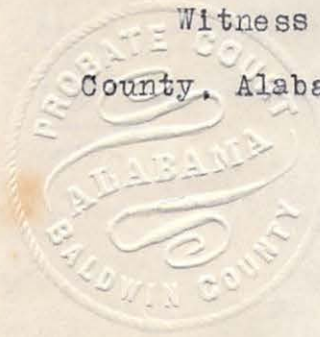
Provided Always, and these presents are upon the express condition, that if the said party of the first part shall well and truly pay to the said party of the second part the sum of Six Thousand (\$6000.00) Dollars as evidenced by a certain promissory note dated December 31, 1914, due five years after date, payable at the Baldwin County Bank of Bay Minette, Alabama, then these presents shall cease, determine and be void, otherwise to remain in full force. And the said party of the first part does hereby vest the said party of the second part or his assigns, with full power and authority upon the happening of a default in the payment of the note or notes above described, to sell his interest in

State of Alabama,

Baldwin County.

I, James M Voltz, Judge of Probate in and for said State and County, hereby certify that the above and foregoing is a true, correct and complete copy of an instrument of writing as the same appears of record in Mortgage Record No 13, at Pages 675 and 676, now on file in the office of the Judge of Probate of Baldwin County, Alabama.

Witness my hand and the seal of the Probate Court of Baldwin County, Alabama, this 21st day of May A.D., 1920.



James M. Voltz

Judge of Probate, Baldwin
County, Alabama.