

TO THE HONORABLE AUTHUR E. GAMBLE, JUDGE OF CIRCUIT COURT, SITTING IN EQUITY:

Comes MAT SUTE, a resident of the County of Baldwin, State of Alabama, and by this, his bill of complaint, filed against Laura A. Zipperer and Henry Hendrix, shows unto your Honor!

FIRST: That the parties to this cause are residents of BALDWIN COUNTY, STATE of ALABAMA, and over the age of twenty one years.

SECOND: That in the month of December, 1917, complainant entered into a contract with the defendants above named for the construction of a frame dwelling in the town of Foley; which said contract being discussed in general terms was reduced to writing, signed by all parties and a copy of said is hereto attached, marked Exhibit "A", and made a part of this bill.

THIRD: That in accordance with the terms of said contract the second party, who is a builder and contractor and engaged in such business, commenced work under the terms of said contract and in due time, without undue delay, completed the building therein described in a proper and workmanlike manner and same is now occupied by defendants.

FOURTH: That while the said defendants have made payments as the building progressed under the terms of the contract, they have neglected or refused to make the payment of SIX HUNDRED TWENTY FIVE DOLLARS, which under the terms of said contract was due November 15th, although said contract has been in all respects fully complied with. That in order to secure the payment of

the balance so due, Complainant now claims and asserts a mechanic's lien under the provisions of Chapter One Hundred Seven of the Code of Alabama, upon the property and the ground upon which same is located, not exceeding one acre and described as follows:

One acre of land and dwelling situated thereon, in the Northwest Quarter of the Southeast Quarter of Section Thirty-three, Township Seven South of Range Four East, on which is situated dwelling built by Mat Sute under contract with Laura E. Zipperer and H.M. Hendrix and now occupied as a residence by them;

and has filed in the office of the Judge of Probate of Baldwin County, Alabama, a sworn statement of his said claim of lien, in words and figures as follows:

STATE OF ALABAMA           :  
                                  :  
BALDWIN COUNTY.         :

I, Mat Sute, hereby claim a lien upon the following described property, to-wit:

One acre of land and dwelling situated thereon, in the Northwest Quarter of the Southeast Quarter of Section Thirty-three, Township Seven South of Range Four East, on which is situated dwelling built by Mat Sute under contract with Laura E. Zipperer and H.M. Hendrix and now occupied as a residence by them,

to secure the payment of SIX HUNDRED AND TWENTY FIVE DOLLARS, being balance due after deducting all just credits for work and labor done and performed in building said dwelling, a one story frame building on said premises, according to the following just and true account:

Contract price as named in contract dated December 15th, 1917, TWELVE HUNDRED TWENTY FIVE DOLLARS payable THREE HUNDRED DOLLARS when building enclosed and roof on; THREE HUNDRED DOLLARS when building complete and keys turned over; balance of SIX HUNDRED



plead, answer or demur to same, and to abide all orders  
that this Honorable Court may make in the premises.

*Richard Austin Beebe*  
Solicitors for Complainant.

NOTE: The defendants are required to answer  
each paragraph of the foregoing bill, but oath to the  
answer is hereby waived.

*Richard Austin Beebe*  
Solicitors for Complainant.

ARTICLES OF AGREEMENT made and entered into this 15th day of December 1917, be and between Laura E. Zipperer and Henri Hendrix, parties of the first part, and Mat Sute, of Foley Baldwin County, Alabama, party of the second part, witnesseth:

The said party of the second part do hereby for himself, his heirs, executors and assigns, covenant, promise and agree to and with the said parties of the first part, their heirs and assigns, that he the said party of the first part, shall and will for the sum of Twelve hundred and twenty five dollars (\$1225.00) before the first day of March 1918, on the property of the parties of the first part in Section 33 Township 7 South Range 4 East in Baldwin County Ala, and in strict accordance with the plans and specifications hereto attached and made a part of this contract, Build, erect in a substantial and good workmanlike manner a one story frame dwelling, and will find and provide such good, proper, and sufficient materials of all kind whatsoever as shall be proper and sufficient for the completing and finishing, of all of the said building.

That the said parties of the first part in consideration of the covenants and agreements herein contained of the said party of the second part being strictly kept and performed, shall well and truly pay to the said party of the second part the sum of Twelve hundred and twenty five dollars, at the time and in the manner following,

Three hundred dollars when the building is enclosed and the roof on. Three hundred dollars when the building is completed, and the keys turned over the the parties of the first part, and the remainder Six hundred and twenty five dollars on the 15th day of November, 1918.

The covenants herein contained shall extend and be binding upon the heirs executors and administrators of the parties to this contract.

Witness the said parties hands and seals this 15th day of December, 1917.

Witness.

C. Swanstrom,

P.J. Cooney.

Laura Zipperer. (Seal)

H.M. Hendrix (Seal)

Mat Sute (Seal)

#### SPECIFICATION.

Building to be 38 x 42 feet, divided according to Drawing.

6 Cement Blocks 8 x 16 with anchor Bolts (5/8)

26 Cement Blocks 8 x 8 with base

Sills, 6 x 8, Hardwood

Joists 2 x 8 Sized

Joists upstairs 2 x 6 sized

Studdings, 2 x 4, Sized

Rafters 2 x 6 sized,

Wall 1 x 8 sheathing Sized

Wall 1 sheet Tar paper

Wall Shiplap siding Number one,

Nine feet to ceiling and plastered.

Gable roof with one flat Dormer, 10 wide, 4 high,

Gabel roof Dormer to have 3 small windows,

Front porch 8 x 38, 4 columns, 12 x 12 finished

Back porch 10 x 22 with 2 columns, 6 x 6 finished

Porches to have 1 x 4 matched flooring, and ceiled overhead with 1 x 4 beaded ceiling no 1,

Fire place 30 x 24 opening 12 inch brick wall lined with fire brick

flue 8 x 12 mantal shelf to be made up,

Flue for kitchen and dining room 8 x 12,

13 windows, 14 x 28 Standard window weights

Front Door 3 x 7 Glass No 212 1/2

2 rear Doors 2-8 x 6-8, Glass No 211

5 Door 2-8 x 6-8 x 1 3/8 inch thick, to be hung with Butt Hinges and

Morticed locks, except dining room door to kitchen to be double acting,

4 doors for closets and one for attic, 2-6, x 6-6, hung the same as others

Book case colonade with glass doors 3 x 1, and 6 inch square columns,

All inside floors to be 1 x 8 sized, tarpapered and finished with no

no one 1 x 4 flooring.

Front porch to have bannisters and pickets 1 3/4

Front Stairs to have 3 steps 12 inches wide 6 feet long,  
Back Stairs to have 3 steps 12 inches wide 6 feet long,  
Roof, Cypress shingles 1 x 6 Sized Roof sheathing,  
Pantry in kitchen 4 x 4, with 2-6 x 6-6 door, and 12 x 28 2 L sash window  
Plate rail in dining room,  
Picture moulding for front room and dining room,  
Attic floor to be 14 x 38, of 1 x 6 Tongue and groove #2 flooring,  
Attic to have 1 window in each Bable, 4 L sash 12 x 24,  
All the rooms to have base and quarter round,  
Doors and windows to have 4 1/2 inch casings (round edge) with caps.

Approved

Laura Zipperer  
H.M. Hendrix,  
Mat Sute.

Mate Sute, Complainant,

VS

Zipperrer and Hendricks,

In Circuit Court, Baldwin County, Ala.

In Chancery

Plaintiff's attorneys', Rickarby, Frazer & Beebe, hereby acknowledge receipt of check for \$580.00, which is accepted in full settlement of the claim in above suit. Provided however, if such check should not be paid, then plaintiff's is in no way bound by this agreement but may contend for the full amount of his claim. If check is paid plaintiff is to pay cost.

*Rickarby, Frazer & Beebe*  
Attorneys for Plaintiff  
*S. Jenkins*  
Attorney for Defendant

Dated This 12th day of April, 1919.

4M

Filed 4/13/1919

T. W. Richmond  
Register



Mat Sute  
vs  
Laura A. Zipperer and  
Henry Hendrix

In The Circuit Court of Baldwin County -  
In Equity.

Comes Laura A Zipperer and Henry/Hendrix, the respondents in  
the above cause, and demurs to the Bill of Complaint therein  
filed, and as grounds therefor assigns:

1st. There is no equity in the bill.

*J. Jenkins*

Solicitor for respondents.

3rd

Filed 3/18/1918  
Prohibition  
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 Laura A Zipperer and Henry Hendrix,

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.....

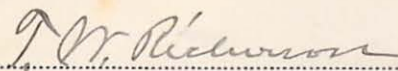
Mat. Sute

against said Laura A Zipperer and Henry Hendrix,

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 1st day of January,

191 9.



Register.

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

2nd

Original

Laura A Zipperer and Henry Hendrix.

Serve on.....

THE STATE OF ALABAMA,

BALDWIN COUNTY.

CIRCUIT COURT OF BALDWIN COUNTY,  
IN EQUITY.

Received in office this 1st

No. 144.

day of January, 1919.

SUMMONS.

Sheriff.

Mat Sute.

Executed this 4<sup>th</sup> day of  
March 1919.

by leaving a copy of the within Summons with

Laura A. Zipperer  
and Henry Hendrix  
Defendant

C. B. Richardson.  
Sheriff

vs.

Laura A Zipperer and  
Henry Hendrix,

By Byard Roberts.  
Deputy Sheriff.

Rickarby Austill and  
Beebe.

Solicitor for Complainant.

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