

STATE OF ALABAMA)
)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Council Richardson
and Geneva Richardson
to appear within thirty days from the date of this Writ in the
Circuit Court to be held for said County at the place of holding
same, then and there to answer the Complaint of
Mid-State Homes, Inc.

Witness my hand this 19 day of May, 19 72

Linn B. Blackmon
CLERK

MID-STATE HOMES, INC., a corporation,)	IN THE CIRCUIT COURT OF
)	
PLAINTIFF,)	BALDWIN COUNTY, ALABAMA
)	
VS.)	AT LAW
)	
COUNCIL RICHARDSON and GENEVA RICHARDSON,)	
)	
)	CASE NO. 10,411
DEFENDANTS.)	

COMPLAINT

COUNT ONE: The Plaintiff sues to recover possession of the
following tract of land in Baldwin County, Alabama

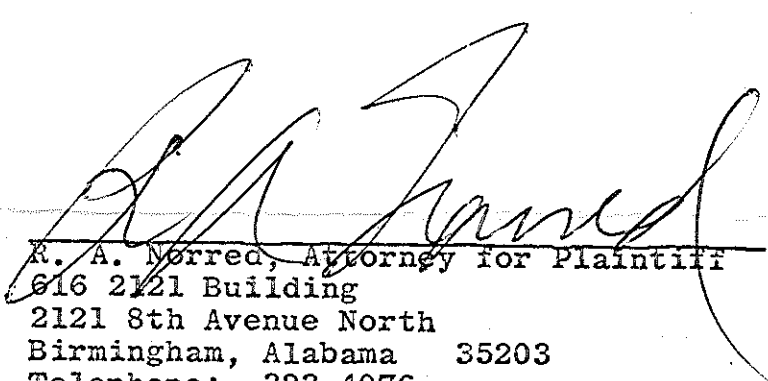
Start at the NW corner of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 16, Township
5 South, Range 3 East, and run East 553.5 feet, thence run
South 692.3 feet more or less to a point on the South side
of a 24 foot wide road, which point is the NW corner of a
lot sold to Johnny Lee Curry by Grantor herein for a point
of beginning, thence run South 208.6 feet, thence run West
104.3 feet, thence run North 208.6 feet, thence run East
104.7 feet to the point of beginning, Lot contains $\frac{1}{2}$ acre
and lies in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 5
South, Range 3 East, Baldwin County, Alabama.

of which the Plaintiff was in possession, and upon which, pending such possession, and before the commencement of this suit, the defendants entered and unlawfully withhold, together with \$1,000.00 for the detention thereof.

COUNT TWO: The Plaintiff sues to recover the possession of the following tract of land in Baldwin County, Alabama:

(The plaintiff incorporates herein as if fully and completely set out at length herein, by reference and adoption, the full legal description of the real estate set out and described in Count One of the Complaint.)

to which said tract of land the Plaintiff has the legal title, and upon which tract of land, before the commencement of this suit, the defendants entered and unlawfully withhold, together with \$1,000.00 for the detention thereof.



R. A. Norred, Attorney for Plaintiff
616 2121 Building
2121 8th Avenue North
Birmingham, Alabama 35203
Telephone: 323-4076

PLAINTIFF'S ADDRESS:

Mid-State Homes, Inc.
c/o R. A. Norred, Attorney
616 2121 Building
2121 8th Avenue North
Birmingham, Alabama 35203

FILED

MAY 19 1972

DEFENDANT'S ADDRESS:

Council Richardson and
Geneva Richardson
P. O. Box 71
General Delivery
Loxley, Alabama

EUNICE B. BLACKMON CIRCUIT CLERK

10,411

Mid-State Homes, Inc.
a corp.

vs.:

Council Richardson
& Geneva Richardson

Ejectment

FILED

MAY 19 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

MAY 19 1972

TAYLOR WILKINS
SHERIFF

R. A. Norred

Sheriff Claims 100 Dollars
Ten Cents per mile Total \$ 10.00
TAYLOR WILKINS, Sheriff
BY Deputy Sheriff DEPUTY SHERIFF

Received 19 day of March 19 72
and on 22 day of March 19 72
I served a copy of the within Writ of Ejectment
on Council Richardson
Geneva Richardson
By service on _____

TAYLOR WILKINS, Sheriff
By H. J. Jones D. S.
for

MID-STATE HOME, INC.,
a Corporation,

Plaintiff,

Vs.

COUNCIL RICHARDSON and
GENEVA RICHARDSON,

Defendants.

§

IN THE CIRCUIT COURT OF

§

BALDWIN COUNTY, ALABAMA

§


AT LAW

§

§

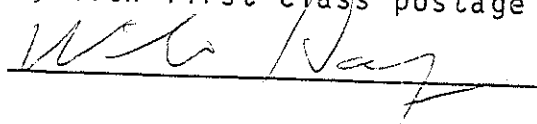
NUMBER: 10,411

Come now Defendants in the above styled cause and
demand of Plaintiff an abstract of its title, according to the
laws made and provided.


Wilson Hayes
Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 25 day of May,
1972, 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, with first class postage prepaid.



FILED

MAY 25 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

MID-STATE HOME, INC.,
a Corporation,

Plaintiff,

Vs.

COUNCIL RICHARDSON and
GENEVA RICHARDSON,

Defendants.

IN THE CIRCUIT COURT OF

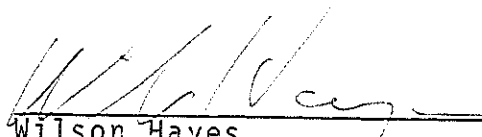
BALDWIN COUNTY, ALABAMA

AT LAW

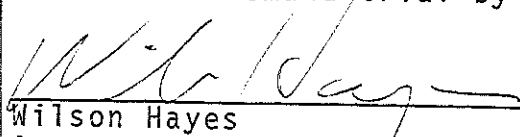
NUMBER: 10,411

Come now Defendants in the above styled cause and for
answer to the complaint says as follows:

1. Not guilty.
2. The matters alleged therein are untrue.


Wilson Hayes
Attorney for Defendants

Defendants demand trial by Jury.


Wilson Hayes
Attorney for Defendants

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 25 day of May,
1972, 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, with first class postage prepaid.


FILED

MAY 26 1972


EUNICE B. BLACKMON CIRCUIT
CLERK

DEFENDANTS.


IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 10,411

Attached hereto, as Exhibit I, is the Abstract of Title upon which the Plaintiff will rely in the trial of this cause.


R.A. Norred, Attorney for Plaintiff
616 2121 Building
2121 8th Avenue North
Birmingham, Alabama 35203

I hereby certify that a true and correct copy of the above and foregoing instrument has been mailed, postage prepaid, to the Honorable Wilson Hayes, Bay Minette, Alabama, as Attorney of Record for the Defendants.


R.A. Norred, Attorney for Plaintiff

FILED

JUN 12 1972

EUNICE B. BLACKMON CIRCUIT CLERK

Samuel Moody
Repo

Agreement for Deed

This Agreement Made this 18th day of April, A.D. 1967
by and between Mid-State Homes, Inc

of Hillsborough County, Florida, hereinafter called Sellers, and
Cornel Richardson and Geneva, his wife

hereinafter called Buyers, witnesseth:
That if the said Buyers shall first make the payments and perform the covenants hereinafter mentioned on
their part to be performed, the said Sellers hereby covenant and agree to convey to the Buyer all right title

and interest of the Seller by Deed of Conveyance, the lot X, piece....., or parcel..... of ground situated
in the County of Baldwin and State of Alabama

known and hereby described as follows, to-wit: Start at the NW Corner of SE 1/4 of NW 1/4 of
Sec. 16, T5S, R3E, AND Run East 553.5 feet, Thence Run South 672.3
feet more or less to A point on the South Side of A 24 foot
wide Road, which point is the NW Corner of A lot sold to
Johnny Lee Curry by Grantor herein for a point of BEGINNING,
Thence Run South 208.6 feet, Thence Run West 104.3 feet,
Thence Run North 208.6 feet, Thence Run East 104.7 feet
to the Point of BEGINNING, lot contains 1/2 ACRES and lies
in the SE 1/4 of the NW 1/4 of Sec 16, T5S, R3E, Baldwin Co, ALA.

And the Buyers hereby covenant and agree to pay to the Sellers at the office of the Sellers, P. O. Box
9128, Tampa, Florida, or at such other place as the holder may designate in writing, the sum of \$ 6119.20
to be paid as follows: \$ 100.00 cash in hand, the receipt of which is hereby acknowledged, and
the balance of \$ 6019.20, to be paid in 144 monthly installments of \$ 41.80
each, the first installment to become due and payable on or before the 5th day of JUNE,
1967, and one installment to become due and payable on or before the 5th day of each
succeeding month until the whole of said indebtedness is paid, with interest from maturity at the rate of
six per cent per annum.

And the Buyers agree to pay all taxes, assessments, or impositions that may be legally levied or imposed upon
said land subsequent to the year 1966

In case of the failure of the Buyers to make any of the payments herein designated, or any part thereof,
or failure to perform any of the covenants on their part hereby made and entered into for a period of Thirty
days after maturity, this contract shall be forfeited and terminated, and the Buyers shall forfeit all payments
made by them on this contract, and such payments shall be retained by the Sellers in full satisfaction and in
liquidation of all damages by them sustained; and the Sellers shall have the right to re-enter and take possession
of the premises aforesaid without being liable to any action therefor. Notice to quit and of forfeiture are each
hereby waived.

It is agreed that the Buyers shall have the privilege at any time of paying in advance the unpaid balance
under this contract, together with interest, taxes, and other assessments that may be due, and procuring a deed
from the Sellers.

It is further agreed by the parties hereto that this contract is not to be recorded, and that no assignment
or transfer of said contract or the rights thereunder of the Buyers shall be valid and binding as against the
Sellers, unless the Sellers shall consent in writing to such recording or assignment.

IT IS MUTUALLY AGREED by and between the parties hereto that the time of payment shall be an
essential part of this contract, and that all covenants and agreements herein contained shall extend to and be
obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

IT IS FURTHER AGREED that if there is any default in the contract on the part of the buyer, that the
buyer will pay to the seller any reasonable attorney's fee that the seller might incur as a result of foreclosing
this agreement or evicting the buyer.

IT IS FURTHER AGREED that the buyer shall insure the above described premises in the amount of this
contract and that the seller will be entitled to the benefit of the insurance in the amount owed upon the contract.
That the buyer shall pay the insurance premiums.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals effective
the day and year first above written.

[Signature]

Cornel Richardson (Seal)
BUYER

Geneva Richardson (Seal)
BUYER

MID-STATE HOMES, INC. (Seal)
SELLER

[Signature] (Seal)
VICE PRES. SELLER

FILED

JUN 12 1972

MID-STATE HOMES, INC.,
a corporation,

PLAINTIFF,

VS.

COUNCIL RICHARDSON and
GENEVA RICHARDSON,

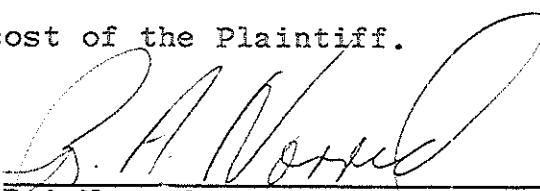
DEFENDANTS.

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) AT LAW
)
)
)
)
)


CASE NO. 10,411

JOINT MOTION OF DISMISSAL

Come the Plaintiff and the Defendants through their
respective undersigned Attorney's of Record, and jointly move that
this cause be dismissed at the cost of the Plaintiff.



R.A. Norred
Attorney for Plaintiff
616 2121 Building
2121 8th Avenue North
Birmingham, Alabama 35203



Wilson Hayes
Attorney for Defendants
P.O. Box 300
Bay Minette, Alabama 36507

FILED

NOV 14 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

FILED

NOV 14 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

R. A. Norred

ATTORNEY

616 2121 BUILDING
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203
TELEPHONE
323-4076

May 17, 1972

Clerk of the Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

Re: Mid-State Homes, Inc.
vs.
Council Richardson and
Geneva Richardson

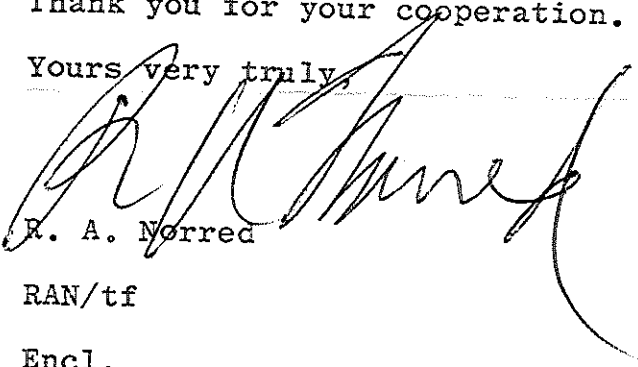
Dear Sir:

I enclose herein an original and two copies of a Summons and Complaint for service and filing on the above. The defendants' address is P. O. Box 71, General Delivery, Loxley, Alabama.

I would appreciate it if you would acknowledge receipt hereof, confirming the filing date with case number for future correspondence; and if you would also advise when service has been perfected on the defendants.

Thank you for your cooperation.

Yours very truly


R. A. Norred

RAN/tf

Encl.

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

May 25, 1972

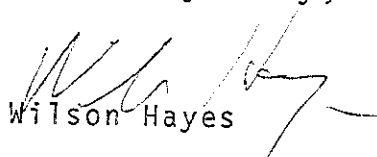
Mrs. Eunice Blackmon, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

Please file the enclosed answer in the case of
Mid-State Home, Inc., a Corporation Versus Council
Richardson and Geneva Richardson, Case Number 10,411.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/mm
Enc.

R. A. Norred

ATTORNEY

10,411

616 2121 BUILDING
2121 8TH AVENUE NORTH
BIRMINGHAM, ALABAMA 35203
TELEPHONE
323-4076

June 6, 1972

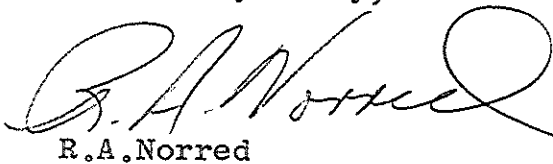
Mrs. Eunice B. Blackmon
Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama

Re: Mid-State Homes, Inc.
vs.
Council Richardson
Case No.

Dear Mrs. Blackmon:

I enclose herein an abstract of the title upon which Plaintiff will rely in the trial of this cause, and will appreciate it if you will acknowledge receipt thereof and advise of the filing date.

Yours very truly,



R.A. Norred

RAN/kc

Encl.

FILED

JUN 12 1972

EUNICE B. BLACKMON
CIRCUIT CLERK