

PETE M. SCHNATZ, JOSEPHINE S. |
BROZ, ANNA S. BLACK, AND |
BARBARA SCHNATZ, INDIVIDUALLY |
AND AS EXECUTRIX OF THE ESTATE |
OF MICHAEL SCHNATZ, DECEASED, |

Plaintiffs |

vs |

GILBERT B. SAYLE and MARY |
~~JUDITH SAYLE,~~ |

Defendants |

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 2622

Come the defendants in the above styled cause and answering the plaintiffs complaint say:

1. They are not guilty.
2. Further answering the said plaintiffs complaint, defendants say that the plaintiffs ought not to further prosecute this suit because the defendants hold possession and title to the said properties under contracts from the plaintiffs predecessor in title, copies of which are hereto attached marked exhibits A and B and made a part hereof, and that in and by the said contracts they agreed to pay therefor the sum of \$2000.00 and that they have paid thereon the sum of \$750.00 and the plaintiffs were before the commencement of this suit indebted to these defendants in this, that at the time as an inducement for them to purchase the said properties the plaintiffs represented to these defendants that the said lots were water front lots abutting on Perdido Bay at Lillian, Alabama, and had the said lots surveyed and staked and marked showing the same to be water front lots and assisted and advised with these defendants in the erection of a residence thereon, the said representation that the said lots were water front was fraudulent and false in that the same were not water front lots but there was and is a public street between the said lots and Perdido Bay and the said lots as they actually are not being water front lots are less in value and are not worth more than \$400.00 apiece and these defendants were damaged

because and in and by the said misrepresentation in the sum of \$1200.00 and further were damaged by and in the erection of their residence partially in a public street and to remove the said house off the public street will cost these defendants the sum of \$800.00 and these defendants were thereby further damaged in the sum of \$800.00, all of which these defendants offer to set off against the purchase price of the said lots and to offer to pay any balance which this Court shall ascertain to be due and owing under these contracts, if any.

BEEBE & SWARINGEN

BY

W. C. Beebe
Attorneys for defendants

EXHIBIT "A"

ARTICLES OF AGREEMENT FOR WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Articles of agreement made this 21st day of August 1953 in duplicate by and between M. Schnatz and wife, B. Schnatz, parties of the first part and Gilbert B. Sayle and wife, Mary Judith Sayle, parties of the second part.

WITNESSETH: That if the parties of the second part shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the said parties of the first part hereby covenant and agree to convey and assure to the parties of the second part, in fee simple, clear of all incumbrances whatsoever, by a good and sufficient warranty deed, together with an abstract brought up to date, covering the parcel of ground situated in Baldwin County, State of Alabama, known and described as:

-----Lot Numbered Seven (7) in Block Twenty-nine (29) in the Town of Lillian, Alabama as per plat thereof recorded in the office of the probate judge of Baldwin County, Alabama.-----

Parties of the first part hereby agrees to pay at their expense all taxes which become due in October 1953. Parties of the second part hereby agree to assume all subsequent taxes.

Parties of the second part has paid unto the parties of the first part the sum of Twenty-five Dollars and no cents (\$25.00) in cash and agrees to pay the remaining sum of Nine Hundred and Seventy-five Dollars and no cents (\$975.00) plus interest computed at the rate of 6% per annum from date until paid, when warranty deed and abstract will be turned over to the parties of the second part by the parties of the first part, i. e., upon payment in full. The total consideration to be paid by the parties of the second part is One Thousand Dollars and no cents (\$1000.00) plus interest as hereinabove set out. Parties of the second part hereby reserves unto themselves full rights of acceleration. Payments by the parties of the second part to be in the form of monthly payments in the amount of Ten Dollars and no cents (\$10.00) plus interest.

Parties of the second part further agrees that in case of failure of the parties of the second part to make either of the payments or any part thereof, or perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the parties of the first part, be forfeited and determined, and the parties of the second part shall forfeit all payments by them made under this contract, and such payments shall be retained by the said parties of the first part in full satisfaction and in liquidation of all damages by them sustained, and they shall have the right to re-enter and take possession of the premises aforementioned.

It is mutually agreed by and between the parties hereto, that the time of payments shall be of the essence of this contract; and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In witness whereof, the parties of the first part and the parties of the second part hereby set their hands and seals this 21st day of August 1953.

PARTIES OF THE FIRST PART:

M. Schnatz
B. Schnatz

PARTIES OF THE SECOND PART:

Gilbert B. Sayle
Mary Judith Sayle

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, William Eckman, a notary public in and for said county and state do hereby certify that M. Schnatz, and wife, B. Schnatz, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 21st day of August 1953.

William Eckman
Notary Public, Baldwin Co., Ala.

My commission expires Jan. 15, 1955

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, William Eckman, a notary public in and for said county and state do hereby certify that Gilbert B. Sayle and wife, Mary Judith Sayle, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 21st day of August 1953.

William Eckman
Notary Public, Baldwin Co., Ala.

My commission expires Jan. 15, 1955

STATE OF ALABAMA

COUNTY OF BALDWIN

I, William Eckman, a notary public in and for said county and state do hereby certify that M. Schnatz and wife, E. Schnatz, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 21st day of August 1953.

(seal)

sd/ William Eckman
Notary Public, Baldwin
Co., Ala.

My Commission expires Jan. 15, 1955

STATE OF ALABAMA

COUNTY OF BALDWIN

I, William Eckman, a notary public in and for said county and state do hereby certify that Gilbert B. Sayle and wife, Mary Judith Sayle, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date that being informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 21st day of August, 1953.

(seal)

sd/ William Eckman
Notary Public, Baldwin
Co., Ala.
My Commission expires Jan.
15, 1955.

PETE M. SCHNATZ, JOSEPHINE S.
BROZ, ANNA S. BLACK, AND
BARBARA SCHNATZ, INDIVIDUALLY,
AND AS EXECUTRIX OF THE ESTATE
OF MICHAEL SCHNATZ, DECEASED,

Plaintiffs

vs

GILBERT B. SAYLE AND MARY
JUDITH SAYLE,

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2622

Come the defendants in the above styled cause and demurring
to plaintiffs' complaint and as grounds therefor say:

1. Said complaint does not state a cause of action.

BEEBE & SWEARINGEN

BY

W. C. Beebe
Attorneys for defendants.

*Copy this day delivered to
Zelair Mashburn.
June 24, 1955*

STATE OF ALABAMA, 0
 0 TO ANY SHERIFF OF THE STATE OF ALABAMA:
COUNTY OF BALDWIN. 0

You are hereby commanded to summon GILBERT B. SAYLE AND MARY JUDITH SAYLE to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of PETE M. SCHNATZ, JOSEPHINE S. BROZ, ANNA S. BLACK, AND BARBARA SCHNATZ, Individually, and as Executrix of the Estate of MICHAEL SCHNATZ, Deceased.

Witness my hand this 28 day of May, 1955.

Alvin J. Duck
C L E R K.

C O M P L A I N T.

PETE M. SCHNATZ, JOSEPHINE S.	0	IN THE CIRCUIT COURT OF
BROZ, ANNA S. BLACK, AND	0	
BARBARA SCHNATZ, INDIVIDUALLY,	0	BALDWIN COUNTY, ALABAMA.
AND AS EXECUTRIX OF THE ESTATE	0	
OF MICHAEL SCHNATZ, DECEASED,	0	AT LAW.
	0	
Plaintiffs,	0	NO. _____
	0	
VS.	0	
	0	
GILBERT B. SAYLE AND MARY	0	
JUDITH SAYLE,	0	
	0	
Defendants.	0	

C O U N T O N E.

The plaintiffs sue to recover possession of the following tract of land, viz:

Lot Eight (8) in Block Twenty-nine (29) in the Town of Lillian, Alabama, as per plat thereof recorded in the office of the Probate Judge of Baldwin County, Alabama.

of which they were in possession, and upon which, pending such possession, and before the commencement of this suit, the defendants entered and unlawfully withhold, together with Two Hundred (\$200.00) for the detention thereof.

J. J. McAdams, Jr.
ATTORNEY FOR PLAINTIFFS.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

NO. 2622-

PETE M. SCHNATZ, JOSEPHINE S.
BROZ, ANNA S. BLACK, AND
BARBARA SCHNATZ, INDIVIDUALLY,
AND AS EXECUTRIX OF THE ESTATE
OF MICHAEL SCHNATZ, DECEASED,

Plaintiffs,

VS.

GILBERT B. SAYLE AND MARY JUDITH
SAYLE,

Defendants.

SUMMONS AND COMPLAINT.

FILED

MAY 128 1955

ALICE L. QUACK, Clerk
TELFAIR J. MACHBURN
ATTORNEY AT LAW
DAHLBERG BUILDING
BAY MINETTE ALABAMA

DEFS LIVE AT LILLIAN, ALABAMA.

Received 28 day of may 1955
and on 31 day of may 1955
I served a copy of the within Summons
on Complaint

By service on Gilbert B. Sayle
Mary Judith Sayle
TAYLOR WILKINS, Sheriff
By W. C. Campbell D. S.
Charles Wilkins