

MARTIN SOMMER,
Plaintiff,

VS.

MRS. FRANK SCHWARTZ, also
known as PAULINE SCWARTZ,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. _____

C O U N T O N E .

The plaintiff claims of the defendant THREE THOUSAND (\$3,000.00) DOLLARS as damages for the breach of a contract, entered into by her on the 6th day of July, 1955, a copy of which, marked Exhibit "A", is attached hereto and by reference made a part hereof as though fully set out herein, and by which she agreed, in substance, that on or about the first of 1956 she would enter into a contract with the plaintiff to sell him the following described real property, lying and being in Baldwin County, Alabama, viz:

The northwest quarter of the southwest quarter and the west half of the southwest quarter of the southwest quarter of Section 20, Township 7 South, Range 6 East, containing 60 acres, more or less;

at a purchase price of FIFTEEN THOUSAND (\$15,000.00) DOLLARS on terms to be spread over a period of ten years with interest on the unpaid balance at the rate of 3% per annum. And plaintiff says that, although he has complied with all its provisions on his part, the defendant has breached the said contract in that on, to-wit: the 7th day of November, 1955, by warranty deed, a copy of which is attached hereto, marked Exhibit "B", and by reference made a part hereof as though fully set out herein, she conveyed the above described premises to one OTTO G. CASSEBAUM, and that a copy of said deed is of record in the Office of the Judge of Probate of Baldwin County, Alabama, in Deed Book 228, at pages 587 and 588; all to the damage of the plaintiff as aforesaid, hence this suit.

Julius H. Maschberry, Jr.
Attorney for Plaintiff.

Plaintiff requests that this cause be tried by a jury.

Julius H. Maschberry, Jr.
Attorney for Plaintiff.

EXHIBIT "A"

CONTRACT

STATE OF ALABAMA,)
)
COUNTY OF BALDWIN)

This indenture made this day in duplicate by and between, Mrs. Frank Schwartz, party of the first part and Martin Sommer, Party of the second part, Witnesseth:

That the party of the first part hereby agrees to sell to the party of the second part the following described lands on the terms and conditions hereinafter set forth:

The Northwest Quarter of the Southwest Quarter of Section 20, Township 7 South, Range 6 East and the West one-half of the Southwest Quarter of the southwest quarter of Section 20, Township 7 South, Range 6 East, Baldwin County, Alabama containing 60 acres more or less and improvements thereon.

This contract subject to that certain lease rental agreement now in effect between party of the first part and Joe Krieger.

Party of the first part hereby acknowledges receipt of One Hundred and fifty dollars and no cents as down payment on the purchase price of the aforesaid property. Such payment being made herewith by the party of the second part.

Party of the second part to rent the dwelling on the premises for a rent of no less than \$50.00 per month. All rents collected by the party of the second part to be used first for the payment of taxes, insurance, and maintenance and the balance of the rental payments recieved to be turned over to the party of the first part to apply on the down payment.

Both parties to this instrument hereby agree that on or about the first of 1956 a contract for the purchase of said property will be entered into by both parties at a purchase price of \$15,000.00 on terms to be spread over a period of ten years with interest on the unpaid balance at the rate of 3% per annum.

In the event of a failure by the party of the second part to enter into a purchase and sale agreement on the first of the year the party of the first part shall retain all monies recieved by her to compensate for rent and damages recieved by her and the party of the second party shall not be held liable for further payment.

It is hereby understood and agreed by both parties hereto that the following articles are included in the agreed purchase price: One butane cook stove, One butane hot water heater, two butane space heaters and one single bed.

This contract is binding upon the parties hereto, their heirs, assigns, administators or executors.

Given under our hands and seals this 6th day of July, 1955.

/s/ Mrs. Frank Schwartz
Party of the first part

/s/ Martin Sommer
Party of the second part

Sworn to before me and subscribed to in my presence this the 6th day of July, 1955.

/s/ William Eckman
Notary Public, Baldwin Co., Ala.
My commission expires Jan. 15, 1959

SEAL

STATE OF ALABAMA

Book 228 Page 587

WARRANTY DEED

BALDWIN COUNTY

THIS INDENTURE, made and entered into by and between PAULINE SCWARTZ, a widow, hereinafter referred to as party of the first part, and OTTO G. CASSEBAUM, hereinafter referred to as party of the second part, WITNESSETH:

That for and in consideration of the sum of One Thousand Dollars (\$1,000.00) and other good and valuable consideration this day cash in hand paid to the party of the first part by the party of the second part, receipt whereof is hereby acknowledged, party of the first part has granted, bargained, sold and by these presents does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, the following described real estate in Baldwin County, Alabama, to-wit:-

The Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), and the West Half (W $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section twenty (20), Township seven (7) South, Range six (6) East, containing 60 acres, more or less.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

There is hereby reserved to the Grantor, for her lifetime, and undivided one-half ($\frac{1}{2}$) interest in and to all rents and royalties derived from the leasing or sale of any oil, gas or minerals, provided, however, that the Grantee, his heirs or assigns, shall have the full and exclusive right to lease, rent or sell such mineral interests, and further providing that this reservation terminates on the death of the Grantor.

TO HAVE AND TO HOLD unto the said party of the second part, his heirs and assigns, FOREVER.

And the said party of the first part, for herself and her heirs, executors and administrators, hereby covenants and warrants with and unto the said party of the second part, his heirs and assigns, that she is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that she has a good right to sell and convey the same as herein conveyed; that she will guarantee the peaceable possession thereof and that she will and her heirs, executors and administrators shall forever warrant and defend the same unto the said party of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part hereunto sets her hand and affixes her seal this the 7th day of November, 1955.

/s/ Pauline Schwartz. SEAL

STATE OF ALABAMA,

BALDWIN COUNTY

I, C. G. Chason, a Notary Public in and for said County in said State, hereby certify that PAULINE SCWARTZ, a widow, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me this 7th day of November, 1955.

/s/ C. G. Chason
Notary Public, Baldwin County,
State of Alabama.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 3656

Nov. TERM, 1955

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon MRS. FRANK SCHWARTZ., also Known as

PAULINE SCHWARTZ

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

MRS. FRANK SCHWARTZ, also known as PAULINE SCHWARTZ

, Defendant

by

MARTIN SOMMER

, Plaintiff

Witness my hand this 18 day of Nov. 1955

Alice J. Hucky, Clerk

No. 2 3656

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MARTIN SOMMER

Plaintiffs

vs.

MRS. FRANK SCHWARTZ, also known as

PAULINE SCHWARTZ.

Defendants

SUMMONS and COMPLAINT

Filed Nov. 18, 1955

Alice J. Duck

Clerk

TELFARR J. MASHBURN, JR.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

Nov. 19, 1955

Myler Williams, Sheriff

I have executed this summons

this 11-27, 1955

by leaving a copy with

Pauline Schwartz

Myler Williams Sheriff

Charles Brown Deputy Sheriff

5 mi. east of Elberta
94 miles