

4506

JOSEPH H. THOMAS

Plaintiff

VS

ALLEN C. HOFFMAN

Defendant

I

I

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT ONE:

Plaintiff claims of the Defendant the sum of Three-hundred (\$300.00) Dollars for breach of agreement, entered into by the Plaintiff and the Defendant on to-wit, the 16th day of July, 1960, a copy of said agreement is attached hereto and made a part hereof as though fully incorporated herein. That in the said agreement the Defendant agreed, in writing, with the Plaintiff that for and in consideration of the sum of three-hundred (\$300.00) then paid and of the further sum of Twelve-hundred (\$1,200.00) Dollars, payable as hereafter mentioned, the defendant would on the 5th day of August, 1960, execute to Plaintiff a good and sufficient Warranty Deed on the following described property, to-wit:

Lot 21 of Block 1 of Volanta sub-division in  
Fairhope, Alabama.

Free from all encumbrances; Plaintiff agreed to pay the further sum of Twelve-hundred (\$1,200.00) Dollars for the same on delivery of such conveyance.

Plaintiff further alleges that on the 5th day of August, 1960 in accordance with the agreement that Plaintiff was ready and willing and offered to defendant to pay twelve-hundred (\$1,200.00) dollars and duly to perform all of his obligations under said agreement, on like performance by Defendant.

Plaintiff further alleges that the Defendant breached the said agreement in that title to the property was not free of all encumbrances in accordance with the agreement as herein attached, that the agreement states "If title is bad earnest money is to be refunded". That Plaintiff has demanded and requested a refund of the said three-hundred (\$300.00) dollars in accordance with the agreement entered into by the parties, and the Defendant failed and

and refused to return the same.

That there was a defect in the title of said property in that the property had been sold for taxes, and had not been redeemed by the Defendant on the 5th day of August, 1960.

Hence this suit.

  
Attorney for Plaintiff

Defendant may be served at:  
60 Cliff Drive, Fairhope, Ala.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. \_\_\_\_\_

\_\_\_\_\_ TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ALLEN C. HOFFMAN

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 ALLEN C. HOFFMAN

\_\_\_\_\_, Defendant\_\_\_\_\_

by JOSEPH H. THOMAS

\_\_\_\_\_, Plaintiff\_\_\_\_\_

Witness my hand this 16 day of Dec 19 60

Deputy Clerk, Clerk

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The State of Alabama  
Baldwin County

CIRCUIT COURT

JOSEPH H. THOMAS

Plaintiffs

vs.

ALLEN C. HOFFMAN

Defendants

Summons and Complaint

Filed \_\_\_\_\_ 19\_\_\_\_

FILED

DEC - 6 - 1960 Clerk

ALICE J. DUCK, CLERK  
REGISTER

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
60 Cliff Drive  
Fairhope, Alabama

Received In Office

12/6 1960

\_\_\_\_\_, Sheriff

I have executed this summons

this 12-31 1960

by leaving a copy with

Allen C. Hoffman

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY T. H. H. H.

DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. O. Garner Deputy Sheriff

T. H. H. H.