

E. B. OVERTON Ind., and d/b/a
OVERTON REALTY

Plaintiff

VS

T. C. JACKSON

Respondent

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

COUNT I

Plaintiff claims of the Defendant the sum of six hundred thirty-one and 25/100 (\$631.25) Dollars for breach of agreement, entered into by the Plaintiff and the Defendant on to-wit, the 31st day of October, 1959, a copy of said agreement is attached hereto and made a part hereof as though fully incorporated herein.

That in and by the terms of said agreement Defendant agreed in writing, with the Plaintiff that if the Plaintiff secure a buyer for the Defendant on Lot 4, in Block 17, Magnolia Beach Subdivision, of Fairhope, Baldwin County, Alabama, that the Defendant agreed to pay to the Plaintiff five percent (5%) of the purchase price of the house, excluding the cost of the said lot.

That the said Plaintiff secured a buyer by the name of Henry L. Scroggs and wife, Helen T. Scroggs, and that the Plaintiff has in every way complied with the terms of said agreement and that the Defendant has failed and refused to pay to the Plaintiff the commission as agreed on in accordance with the terms of the said contract.

Plaintiff further alleges that he has performed all of the conditions of said contract on his part to be performed.

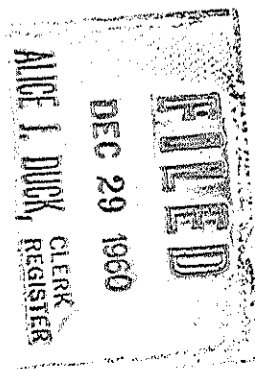
That the Defendant has not paid the said sum of six-hundred and thirty-one and 25/100 (\$631.25) dollars, nor any part thereof, and that said sum is now due, owing, payable and unpaid.

COUNT II

Plaintiff claims of the Defendant the sum of six-hundred thirty-one and 25/100 (\$631.25) dollars on an account stated between the plaintiff and the Defendant on the 8th day of October 1960, which sum of money, together with the interest thereon, is still unpaid.


Attorney for Plaintiff

Defendant may be served at
Fairhope, Alabama



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 I. C. Jackson

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 I. C. Jackson

_____, Defendant.

by E. B. Overton, Ind., and d/b/a Overton Realty

_____, Plaintiff.

Witness my hand this 29 day of Dec 1960

Reice J. Ruck, Clerk

No. 4528 Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

E.B. Overton Ind. d/b/a
Overton Realty

Plaintiffs

vs.

T. C. Jackson

Defendants

Summons and Complaint

Filed **FILED** 19__

DEC 29-60

Clerk

ALICE J. DUCK, CLERK
REGISTER

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Fairhope, Alabama

Received In Office

12-29- 1960

_____, Sheriff

I have executed this summons

this Jan 14 1961
by leaving a copy with

T.C. Jackson

Sheriff claims _____

70 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY _____

DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. O. Garner Deputy Sheriff

I hope

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NUMBER: 4528

E. B. OVERTON, Individually,
and d/b/a Overton Realty,

Plaintiff

vs.

T. G. JACKSON,

Defendant

ANSWER

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO: 4528

E. B. OVERTON, Ind. and
d/b/a OVERTON REALTY

Plaintiff

VS

T. C. JACKSON and

JOHN CRAIG, Jointly and
Individually

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT 1

Plaintiff claims of the Defendant the sum of five-hundred (\$500.00) dollars for breach of agreement, entered into by the Plaintiff and the Defendant on to-wit, the 7th day of December, 1959, a copy of said agreement is attached hereto, and marked Exhibit "A", and made a part hereof as though fully incorporated herein.

That in and by the terms of said agreement Defendant agreed in writing, with the Plaintiff that if the Plaintiff secured a buyer for the Defendants on the following described property to-wit:

From the NE Corner of Section 19, TS6 S, Range 2 East, Baldwin County, Alabama, run South 1320.02 feet to a point on the C/L of Section Street, and West 25 feet to a point of Beginning; thence continue West 180 feet; thence run South 14.8 feet; thence run Southeasterly 214.6 feet along the North boundary of Kirkman Lane to the West Boundary of Section Street; thence run North 131.8 feet to the point of beginning on the West Boundary of Section Street, Fairhope, Baldwin County, Alabama.

That the Defendants agreed to pay to the Plaintiff five (5%) percent of the purchase price of the house, excluding the cost of the said lot.


That the said Plaintiff secured a buyer by the name of Robert E. Curtiss, and wife, Helen Curtiss, and that they purchased the said house, in accordance with the terms of the said agreement, that the plaintiff has in every way complied with the terms of said Agreement and that the Defendant has failed and refused to pay to the Plaintiff the commission as agreed on in accordance with the terms of said contract.

Plaintiff further alleges that he has performed all of the conditions of said contract on his part to be performed.

That the Defendant has not paid the said sum of five-hundred (\$500.00) dollars, or any part thereof, that said sum is now due, owing, payable and unpaid.

COUNT II

Plaintiff claims of the Defendants the sum of five-hundred (\$500.00) dollars on an account stated between the Plaintiff and the Defendant on the 8th day of October, 1960, which sum of money, together with the interest thereon is still unpaid.


Attorney for Plaintiff

Defendants may be served
at Fairhope, Alabama

PHONES: WA8-3368
WA8-9978
WA8-2962

E. B. OVERTON, REALTOR
PROPERTY MANAGEMENT
315 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

HOMES
FARMS
BUSINESSES
INSURANCE
INVESTMENTS

MRS. H. P. KAMPER
SALES REPRESENTATIVE

OFFER TO BUY

E. B. OVERTON
Fairhope, Ala.

Fairhope, Ala. October 31 1959

Gentlemen:

I will give ~~THIRTEEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE (\$13,875.00)~~ DOLLARS
for the property located Lot 14, B.L. in Block 17, Magnolia Beach Subdivision,
Fairhope, Baldwin Co., Alabama

Payment to be as follows: Cash \$1,250.00, balance of \$12,625.00 covered by
F.M.A. loan

And hereby tender the sum of \$25.00 as a deposit on said purchase. The seller
or is to furnish a complete and merchantable abstract or Title Insurance Guar-
anty and give a Warranty Deed. Taxes to be pre-rated from date of delivery of
deed. And the property is to be free from all encumbrances.

House Size 42' x 26' + carport to be built by T.C. Jackson, Contractor

In case the owner does not accept this offer, or is unable to make a merchant-
able title, the said deposit is to be returned, and if the buyer does not go
through with the purchase of the property his deposit is forfeited as liquid-
ated damages and shall be divided equally between the owner and the Realtor.
The seller has 5 days to accept this offer. It is understood and agreed that
the buyer shall have a reasonable time after the acceptance of this offer in
which to have the title examined.

(SIGN) Henry S. Seeger (BUYER)

(SIGN) W. C. P. Seeger (BUYER)

We hereby accept this offer, it being understood and agreed that this price
includes your commission of 5% and that you are to hold the above deposit
until the trade is consummated.

Comm on \$12,625.00
50% = \$6,312.50
(SIGN) C. Seeger (SELLER)

(SIGN) C. Seeger (SELLER)

