

Frank L. Bates, as Guardian, of Theodore Meek  
and Lois Meek Minors.

vs.

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, T.W. Richerson, Register of said Court, do hereby certify that I

did, on the 22nd day of August, 1924, send to

Lois Meek, Minor, Defendant.

whose address was Ayshire, Iowa,

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 2nd day of Sept., 1924.

Witness my hand, this 2nd day of Sept., 1924

T.W. Richerson

Register.

No. 462

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CIRCUIT COURT OF  
BALDWIN COUNTY.  
IN EQUITY.

---

Ex parte Frank L. Bates,  
etc.

vs.

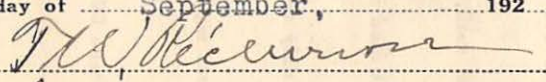
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CERTIFICATE OF REGISTER AS TO NOTICE  
BY REGISTERED MAIL.

---

Filed in office on this 2nd,

day of September, 1924

  
Register.

---

# RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

*Theodore A. Mack*

(Signature or name of addressee.)

(Signature of addressee's agent.)

Date of delivery, *8-30*, 192 *4*

*Filed Sept 2nd 1924  
Postmaster  
Register*



Post Office Department

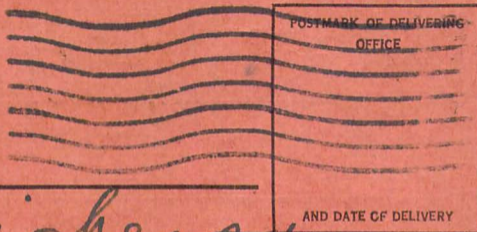
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE  
TO AVOID PAYMENT OF  
POSTAGE, \$300.

REGISTERED ARTICLE

No. 16

230 PM  
AUG 30  
INSURED PARCEL



No. 1

Return to

J W Richardson

(NAME OF SENDER)

Street and Number, }  
or Post Office Box, }

Post Office at

State

PAID  
MINUTE  
ALA

Ex parte Frank L. Bates, as Guardian of  
Theodore Meek and Lois Meek, Minors,

vs.

CIRCUIT COURT OF

Baldwin COUNTY.

IN EQUITY.

I, T.W. Richerson, Register of said Court, do hereby certify that I

did, on the 22nd day of August, 1924, send to

Theodore Meek, Minor, ~~Defendant~~

whose address was Ayshire, Iowa,

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the Bill

of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court; and that such

receipt was duly received and filed by me in this cause, on the 2nd day of Sept., 1924.

Witness my hand, this 2nd day of Sept., 1924

*T.W. Richerson*

Register.



RECEIPT FOR REGISTERED ARTICLE NO. 1508-22, 1924

For the fee \_\_\_\_\_ class postage paid.  
From the above sheet

Addressed to L. W. Redding

Return receipt desired yes

Delivery restricted { To addressee in person \_\_\_\_\_  
To addressee or order \_\_\_\_\_ Postmaster, per \_\_\_\_\_









No. 462.

Frank L. Bates as Guardian of  
Theodore Meek and Lois Meek,  
Minors.

Vs.

Theodore Meek and Lois Meek,  
Minors.

-----  
Answer of Guardian Ad. Litem  
to amended bill of complaint  
-----

Filed August 26, 1925.

*D. W. Peterson*  
Register.

RECORDED



EX PARTE FRANK L. BATES, :  
AS GUARDIAN OF THEODORE :  
MEEK AND LOIS MEEK, :  
MINORS. :

No. 462  
IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, STATE OF ALABAMA.  
IN EQUITY.

ORDER OF PUBLICATION.

It being made to appear in the above cause from the sworn bill of complaint that Theodore Meek and Lois Meek are defendants to the bill of complaint in said cause and are non-residents of this State and is believed by affiant to reside at Ayrshire, in the State of Iowa; and further that in the belief of said affiant said defendants are under twenty-one years of age; it is now ordered, adjudged and decreed that said defendants, Theodore Meek and Lois Meek, appear in this Court and answer or demur to the bill of complaint in this cause before the twenty-fourth day of September, 1924, lest on their having failed so to do at the expiration of thirty days from said date a decree pro confesso will be taken against them; and it is further ordered, adjudged and decreed that the Register of this Court have this order published with as little delay as may be in the Baldwin Times, a newspaper published at Bay Minette, in Baldwin County, Alabama, once a week for four consecutive weeks; and further that within twenty days from the making of this order, he post a copy of this order at the door of the Court House of this County and send another copy thereof to each of said defendants, namely, Theodore Meek and Lois Meek, to their address as aforesaid.

Ordered, adjudged and decreed this 18th day of August, 1924.

*T. W. Richardson*  
\_\_\_\_\_  
Register of Circuit Court of  
Baldwin County, Alabama.

Charles Hall attorney  
for Complainant.



DECREE OF FINAL SETTLEMENT.

IN THE COUNTY COURT OF BOYD COUNTY, NEBRASKA.

In the matter of the estate of Dellano C.Meek, Deceased.

Now on this 15th day of December, A.D. 1916. at the hour of One O' clock . P.M. that being the hour given in the Notice of Final settlement, this cause came on for hearing.

Present, Robert Ford, County Judge and M.T.Post, Attorney for the Executrix, and representing the said Executrix, she being unable to be present; And it satisfactorily appearing to the Court, from the proof on file and the evidence, that the Heirs and all persons interested in this estate have been duly notified as required by the Orders of this Court, and as required by the Statutes and the laws of the State of Nebraska, and thereupon this cause came on to be heard upon the duly verified account of the Executrix and the pleadings and the evidence,

And now having heard the proofs and allegations of the parties and the evidence and maturely considering the same, the Court proceeds to make a final settlement in this Cause.

-FIRST FINDING-

That all notices have been given, as required by the laws of the State of Nebraska, and as required by the Orders of this Court, and the Court find that all debts, claims and demands against said estate have been fully paid, with the exception of a mortgage of six hundred dollars, in favor of the Nebraska Building and loan association, payable in installments of Nine Dollars per month, and which is to be paid by the Heir named in said Will, and it is further found and adjudged by the Court that if there are any claims or demands against said estate, that have not been presented, the same are forever barred.

-SECOND FINDING-

The Court finds that the deceased, Dellano C.Meek, died leaving a last Will and Testament, and that at the time of his death he was a resident of Monowi, Boyd County, Nebraska, and that the Will of Dellano C.Meek has been duly Probated in this Court, and that the provisions of said Will, disposing of the Real and Personal property are in words and figures as follows:

Par 11. I give devise and bequeath all the use, rents, income



and profits of all the property that I may own at the time of my Decease, both real and personal, and wheresoever located to my beloved Wife, Emma Meek, and provided further that if the use, rents etc, of said property as provided should not be ample and sufficient for the proper care, comfort and maintenance of my said Wife, then in that event, I direct that such further sum shall be appropriated to her use from any other property as shall be necessary for the full and proper maintenance of my said Wife; and I further provide that my said Wife, Emma Meek, shall have full power and authority to manage and sell and convey all the property of my estate that I may own at the time of my decease.

Par 111. Subject to the foregoing provisions, I give, devise and bequeath all balance and residue of my property of every kind and description and wheresoever located to my two Adopted children, Louis Meek and Theodore Meek, equally and share and share alike.

-THIRD FINDING-

The Court find that Emma Meek, widow of the deceased, and his two Adopted children, Lois Meek and Theodore Meek are the only Heirs of the said Dellano C.Meek, and that the said Emma Meek, widow of Testator is the Foster Mother of said Lois Meek and Theodore Meek and has and is now furnishing said adopted daughter and Son with a good Home providing them with all the necessities and comforts due their Station, and educating them by her own efforts and means; That the said Lois Meek and Theodore Meek are Minors; That they are the only Heirs entitled to inherit any portion of the residue of the estate of Dallano C.Meek, deceased. that may exist after the death of the said Emma Meek, That the said Will of Dellano C.Meek, leaves all of his property both real and personal of whatsoever kind to the said Emma Meek to be disposed of as she sees fit; but should the said Emma Meek, die leaving any property devised to her by the terms of the said Will, then in that case said property is to revert to the said two Adopted children, Lois Meek and Theodore Meek, equally share and share alike.

-FOURTH FINDING-

That the Executrix be charged with the sum of \$1314.73. as stated in her Final report; And the Executrix be credited with the sum of \$1315.08. paid out as shown in her final report



STATE OF NEBRASKA }  
COUNTY OF BOYD } ss

I, Robert Ford, County Judge, in and for Boyd County, Nebraska, do hereby certify that I am by Law the Custodian of the records, books, documents and papers of, or appertaining to the County Judge's Court of said County, and that the foregoing are true and correct copies of the originals of papers appertaining to said Court, and on file and of record in the office of said Court, to-wit:

Decree of Final settlement, in the estate of Dellano C. Meek, deceased.

I further Certify that said Appointment and letters of Executrix

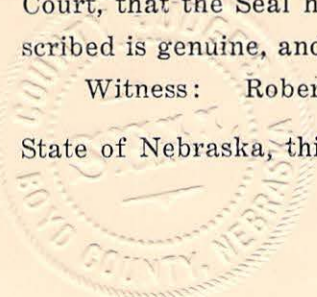
are not now in full force and effect.

I further certify that the County Judge's Court is a Court of Record and Probate Court in and for said County and State, that I am the sole presiding Judge thereof and custodian of the records of said Court, that the Seal hereunto affixed is the official Seal of said Court; that the signature hereunto subscribed is genuine, and that this attestation is in due form, and by the proper officer.

Witness: Robert Ford, County Judge, and the seal of the County Judge's Court of Boyd County, State of Nebraska, this the 5th day of January A. D. 1921.

*Robert Ford*

County Judge





IN THE COUNTY COURT OF BOYD COUNTY, NEBRASKA,

In the Matter of the Estate of Emma Meek, Deceased.

Decree of Final Settlement.

Now on this 23rd day of July A. D. 1921 at the hour of one o'clock P.M. this cause came on for hearing and it satisfactorily appearing to the Court from the proof on file that all of the heirs and all persons interested in this estate have been duly notified as required by law and as required by the orders of this Court.

Comes now into Court, Frank Bates, the administrator, Robert Ford, County Judge, and W. T. Wills, attorney for the administrator, and thereupon this cause came on to be heard upon the verified account of the administrator; the petition for final settlement and the pleadings and the evidence.

And the Court having heard the proofs and the allegations of the parties and having carefully examined the final report and having heard the evidence and maturely considering the same, the Court proceeds to make a final settlement in this cause and the Court finds as follows:

FIRST FINDING: The Court finds that all notices have been given as required by law and as required by the statutes of the State of Nebraska and as required by the orders of this Court and the Court further finds that all debts, claims and demands of every kind and nature against said estate have been fully paid and satisfied as required by law and as required by the orders of this Court, as the same is of record in this Court. And it is further found and adjudged by the Court that if there are any claims that have not been presented, the same are forever barred.

SECOND FINDING: That the administrator be charged as stated in his final account with the sums therein shown and that he be credited with the amounts as shown in his final report. And the Court finds that he has administered upon all the property belonging to the estate of the deceased and has paid out the same as per the orders of this Court and has turned all sums remaining in his hands over to parties entitled to receive the same. And that he has taken receipts therefrom and filed the same in this Court and the Court finds that there is no money or other personal property remaining in the hands of the administrator and the Court finds that there is nothing further for the administrator to do and his report has been approved and that he should be discharged.

THIRD FINDING: The Court finds that Emma Meek was the widow of Dellano C. Meek and as such widow was entitled to the use and benefit of all property left by Dellano C. Meek during her life time as provided in the Will of Dellano C. Meek and the Court finds that after the death of Emma Meek all of the property remaining was bequeathed and devised to Theodore Meek and Lois Meek. And the Court finds that said Theodore Meek and Lois Meek are entitled to inherit all of the property left by Emma Meek both real and personal and mixed. And the Court finds that under the provisions of the Will of Dellano C. Meek that the widow, Emma Meek, had the power to dispose of any of the property left by Dellano C. Meek and had the power to sell and convey any and all real estate left by Dellano C. Meek and all real estate sold and disposed of by Emma Meek is hereby approved and the Court further finds that any and all property and real estate left by Dellano C. Meek that was undisposed of is now the property of said Theodore Meek and Lois Meek in fee simple.

FOURTH FINDING: The Court finds that Emma Meek departed this life in Boyd County, Nebraska on or about the 28th day of December A. D. 1920 and at the time of her death she was an inhabitant and a resident of Boyd County, Nebraska and died intestate.

FIFTH FINDING: The Court finds that at the time of the death of Emma Meek the heirs at law and the only heirs at law of said Emma Meek are, Theodore Meek, age sixteen, residence Monowi, Nebraska, an adopted son; Lois Meek, age fourteen, residence Monowi, Nebraska, an adopted daughter And that there are no other heirs at law or



next of kin of the said Emma Meek, deceased.

SIXTH FINDING: The Court further finds that Dellano C. Meek was the husband of Emma Meek and departed this life on or about the seventh day of October 1915, leaving a last will and testament which was duly and legally probated in the County Court of Boyd County, Nebraska on or about the 26th day of November 1915. That he devised and bequeathed all of his estate to Emma Meek during her life time as provided in the will of said Dellano C. Meek with power to sell and dispose of any and all real estate and upon the death of said Emma Meek any real estate remaining unsold was bequeathed and devised to the said Theodore Meek and Lois Meek and by virtue of the provisions of said will all property belonging to the estate of said Dellano C. Meek and not disposed of is now subject to the provisions of said Will and is the property of said Theodore Meek and Lois Meek by virtue of the said probated will.

SEVENTH FINDING: The Court finds that the following real estate was left by the said Emma Meek and Dellano C. Meek:  
The East one half of the Southeast quarter of South West quarter of Section One, Township Five South Range Three, East containing twenty acres in Baldwin County, Alabama, and that said property is now the property of said Theodore Meek and Lois Meek, jointly share and share alike. And that said property, prior to the death of Emma Meek who held the fee title, was sold under contract and the deed was not made by her that said contract is in full force and effect and subject to be carried out by the orders of the Alabama Court, conveying said property to the purchaser as provided in said contract.

And also the following real estate was left and is subject to the will of Dellano C. Meek and the estate of Emma Meek:  
Lots 12, 13, and 14 in Block 9, in the village of Monowi, Nebraska, and that said property now descends to said Theodore Meek and Lois Meek, jointly by virtue of will of Dellano C. Meek.

It is therefore considered by the Court that said account of the administrator, Frank Bates, be and the same is hereby allowed as found in the finds herein and as the final account of said Frank Bates and it is adjudged and decreed that all claims, debts, demands of every kind and nature be and the same are hereby forever barred. And it is ordered and adjudged that the real estate as found in the findings herein is assigned to the said Theodore Meek and Lois Meek, share and share alike, that is to say; To Theodore Meek an undivided one-half interest, subject to the contract in the East one-half of the southeast quarter of the Southwest quarter of Section One, Township 5, South of Range 3, East containing twenty acres in Baldwin County, Alabama, and also an undivided one-half interest in Lots 12, 13 and 14 in Block 9 in the Village of Monowi, Boyd County, Nebraska and, To Lois Meek, an undivided one half interest subject to the contract in the East one-half of the South east quarter of the Southwest quarter of Section One, Township 5, South of Range 3, East containing twenty acres in Baldwin County, Alabama: and also an undivided one-half interest in Lots 12, 13, and 14 in Block 9 in the village of Monowi, Boyd County, Nebraska.

It is further ordered and decreed that the administrator be and he hereby is discharged and his bondsmen released.

Witness my hand and official seal the day and year above written.  
SEAL

Robert Ford, County Judge.



I, Robert Ford, County Judge, in and for Boyd County, Nebraska, do hereby certify that I am by Law the Custodian of the records, books, documents and papers of, or appertaining to the County Judge's Court of said County, and that the foregoing are true and correct copies of the originals of papers appertaining to said Court, and on file and of record in the office of said Court, to-wit:

Decree of Final Settlement,

[A large diagonal line is drawn across the page, crossing out the area where the decree of final settlement would be listed.]

I further Certify that said Appointment and letters of Administration

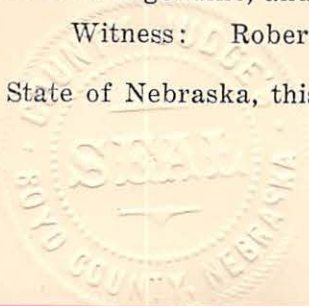
are not in full force and effect.

I further certify that the County Judge's Court is a Court of Record and Probate Court in and for said County and State, that I am the sole presiding Judge thereof and custodian of the records of said Court, that the Seal hereunto affixed is the official Seal of said Court; that the signature hereunto subscribed is genuine, and that this attestation is in due form, and by the proper officer.

Witness: Robert Ford, County Judge, and the seal of the County Judge's Court of Boyd County, State of Nebraska, this the 12th day of April A. D. 1923...

*Robert Ford*

County Judge





Ex parte Frank L. Bates, :  
as guardian of Theodore :  
Meek and Lois Meek, minors.:

No. 462  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, STATE OF  
ALABAMA. EQUITY SIDE.

To the Hon. John D. Leigh, Judge of the 21st. Judicial Circuit of Alabama.

Your orator, Frank L. Bates as guardian of Theodore Meek and Lois Meek, minors over fourteen years of age, shows unto your Honor: First. That your orator is a resident of the County of Boyd, in the State of Nebraska, and over twenty-one years old.

2. That your orator was appointed guardian of the person and estate of the said Theodore Meek and Lois Meek, minors over fourteen years of age, by the County Court of Boyd County, Nebraska, on the 23rd. day of July, 1921, and letters of guardianship issued to him as such guardian and are now in full force and effect, a copy of said letters of guardianship is hereto attached and marked Exhibit "A", and it is prayed that such letters may be taken and treated as a part of this bill of complaint.

3. That said minors were adopted by the late Dellano C. Meek and Emma Meek who were inhabitants of the County of Boyd, State of Nebraska, at the time of their death.

4. That said Dellano C. Meek departed this life on or about the 7th day of October, 1915, and left a last will and testament which has been duly proved and admitted to probate and record in the County Court of Boyd County, State of Nebraska, a copy of said will and the probate thereof has been certified by the clerk of the County Court of Boyd County, Nebraska, as required by law and the same has been admitted to probate and record in the Probate Court of Baldwin County, Alabama, a copy of said will is hereto attached and marked Exhibit "B", and it is hereby prayed that said copy of said will be taken as a part of this bill of complaint.

5. That the said Dellano C. Meek did devise and bequeath all the property he owned at the time of his death wheresoever located to his wife, Emma Meek, as will more fully appear by inspection of said copy of said will, that Dellano C. Meek and D. C. Meek is one and the same person, he signed his name to said will thus "D.C.Meek".

6. That he left real property at the time of his death situated, lying, and being in the County of Baldwin, State of Alabama, described as follows, to-wit: East half of the Southeast quarter of the Southwest quarter of Section one in Township five South of Range three East, containing twenty acres more or less together with the improvements thereon.

7. That the said Emma Meek departed this life intestate on or about the 28th day of December, 1920, and at the time of her death was an inhabitant and resident of Boyd County, Nebraska; that a final settlement of her estate has been made in and with the County Court of Boyd County, Nebraska; that the administrator of her estate has been discharged and his bondsmen released by the Court.

8. That at the time of the death of said Emma Meek she left her surviving as her sole heirs at law the said Theodore Meek, age sixteen years and Lois Meek, age fourteen years, who resided at Monowi, Boyd County, Nebraska, but now reside at Ayrshire, Iowa.

9. That M. T. Post, an attorney-at-law acting for and on behalf of the said Emma Meek, contracted with Harry C. Walters and Rose B. Walters of Loxley, Alabama, to sell them, and did sell them, the property described in paragraph six of this bill of complaint upon the terms and conditions set out in a certain contract dated December 28th, 1920; that the purchase price therefor being agreed upon and fixed by the parties to the contract at Thirteen Hundred



and Fifty (\$1350.00) Dollars of which amount Five Hundred (\$500.00) Dollars was paid on the day the contract was executed and delivered to the said Harry C. Walters and Rose B. Walters, a copy of said contract is hereto attached and marked Exhibit "C"; that the amount mentioned in all of the notes and said contract and interest thereon have been paid to your orator as guardian of said minors except the note of One Hundred and Seventy (\$170.00) Dollars due June 1, 1924.

10. The sum of Eleven Hundred and Eighty (\$1180.00) Dollars of said contract price and interest thereon for said property has been paid to this orator as guardian of said minors and a receipt therefor is hereto attached and marked Exhibit "D" and your orator has been advised and believes and from such information and belief say that the said Harry C. Walters and Rose B. Walters are ready, able, and willing to pay the balance of One Hundred and Seventy (\$170.00) Dollars due on said contract price together with interest thereon.

11. Your orator further shows unto your Honor that the said Harry C. Walters and Rose B. Walters were put in possession of said real property described in this bill of complaint on or about the 28th day of December, 1920, by the said M. T. Post, acting for and on behalf of the said Emma Meek, and that since the 28th day of December, 1920, they have been in possession of said property either by themselves or their tenants to the present time and are now in possession of same.

12. That the notes mentioned in the said contract became due after the death of the said Emma Meek and all of said notes and the interest thereon have been paid to your orator as guardian of said minors, except the note of One Hundred and Seventy (\$170.00) Dollars which became due June 1, 1924, and the said Harry C. Walters and Rose B. Walters notified your orator in writing that they had been informed by their attorney that there was no one authorized by law to make them a deed to the property described in this bill of complaint, hence the payment of said last mentioned note and the interest thereon has not been paid because of the lack of someone to make deed conveying said real property to the said Harry C. Walters and Rose B. Walters.

Wherefore your orator as guardian of said minors brings this his bill of complaint, for the purpose of obtaining authorization from the court to execute a deed of conveyance embracing the property described in this bill of complaint to the said Harry C. Walters and Rose B. Walters upon payment to your orator as guardian of said minors the balance of One Hundred and Seventy (\$170.00) Dollars and the interest thereon as per the terms of the said contract; that upon the hearing of this cause your Honor will order and decree that a conveyance be executed by your orator as guardian of said minors to the said Harry C. Walters and Rose B. Walters conveying to them the property described in this bill of complaint upon receipt by your orator of the said sum of One Hundred and Seventy (\$170.00) Dollars and interest thereon; that your orator has been informed and believes and from such information and belief say that the said Harry C. Walters and Rose B. Walters have been ready, able and willing to pay this orator the said sum of One Hundred and Seventy (\$170.00) Dollars and interest thereon as soon as a deed of conveyance can be legally made to them conveying the property described in this bill of complaint to them.



PRAYER FOR RELIEF.

To the end therefore, that equity may be done in the premises your orator prays that your Honor will take cognizance of this matter and make such orders and decrees as may be necessary to effectuate a final disposition of this cause so that equity and justice may be done in the premises; that upon the final hearing of this cause if it be legal and proper so to do that your Honor will make and enter a decree declairing that the said Harry C. Walters and Rose B. Walters are entitle to the real property described in this bill of complaint and order a conveyance to be made to the said Harry C. Walters and Rose B. Walters or to their legal representative by such person as the court may appoint for that purpose after the payment to the legal guardian of said minors the further sum of One Hundred and Seventy (\$170.00) Dollars and interest thereon as is evidenced by that one certain promissory note made December 28, 1920, by the said Harry C. Walters and Rose B. Walters to the said Emma Meek and payable to her order on June 1, 1924; that the property described in this bill of complaint be divested of said Theodore Meek and Lois Meek and invested in the said Harry C. Walters and Rose B. Walters or their legal representative after the payment of the said sum of One Hundred and Seventy (\$170.00) and the interest thereon to the legal guardian of said minors; your orator further prays that if in the opinion of your Honor it is not proper and legal for a conveyance to be made under and by virtue of the terms of said contract to the said Harry C. Walters and Rose B. Walters conveying to them the property described in this bill of complaint then in that event your Honor will please order and decree in what manner this cause should be adjusted so that equity and justice may be done in the premises; your orator further prays that he may have such further and other relief in the premises as the nature of this case shall require and as to your Honor may seem meet.

PRAYER FOR PUBLICATION.

And your orator would further pray that your Honor direct the Register of this court make out and superintend the appropriate order of publication to the said Theodore Meek and Lois Meek, minors, commanding them to demur to, plead to, or answer this bill of complaint within the time allowed by law, provided your Honor is of the opinion that such notice of publication should be given to said minors.

Frank L. Bates  
as guardian of said Theodore Meek  
and Lois Meek, minors.

FOOT NOTE:

The said Theodore Meek and Lois Meek acting by and through their guardian ad litem is required to answer each paragraph of this bill of complaint from paragraph one to twelve, inclusive, but not under oath; said oath being hereby expressly waived.

Charles Hall  
Solicitor for complainant.



STATE OF NEBRASKA, :  
COUNTY OF BOYD. :

Before me, F T Post, a Notary Public, in and for said County and State, personally appeared Frank L. Bates, who being duly sworn by me says on oath that he is the duly appointed guardian of the said Theodore Meek and Lois Meek, minors, and do say that the averments set out in the foregoing bill of complaint are true to the best of his knowledge, information and belief.

Frank L Bates

Sworn to and subscribed before me this 17<sup>th</sup> day of July, 1924, and is evidenced thereof I hereunto affix my seal of office.

F T Post

Notary Public Boyd County,  
Nebraska.

Charles Hall  
Solicitor for complainant.



Exhibit "A"

THE STATE OF NEBRASKA, :  
  : ss  
COUNTY OF BOYD.                              :

In the County Court in and for Boyd County, Nebraska.

The State of Nebraska to all to whom these Presents shall  
come, and especially to Frank L. Bates GREETING:  
KNOW YE, That whereas, application has been made in due form  
to the County Court of Boyd County, Nebraska, for the appointment  
of a Guardian of the person and estate of Theodore Meek and Lois  
Meek, minors, and it appearing to the Court that it is necessary  
to appoint such Guardian, and the said Frank L. Bates having been  
suggested for said trust, and approved by this Court; and

WHEREAS, the said Frank L. Bates has taken and subscribed to  
the oath of office, and having given bond as required by law and the  
order of this Court, which has been approved, filed and recorded by  
this Court;

NOW THEREFORE, trusting in your fidelity and care, I do  
hereby constitute and appoint you, the said Frank L. Bates as  
such Guardian, hereby authorizing and empowering you to take and  
have the custody of said above named persons and the care of their  
education, and the care and management of their estate until they  
have attained their majority, or until you shall be discharged  
according to law.

WITNESS my official signature and the seal of the County  
Court of Boyd County, Nebraska, this 23rd day of July A.D., 1921

SEAL

Robert Ford, County Judge.



W I L L .

I, D. C. Meek of Monowi, Nebraska being of full age and sound mind do make publish and declare this my last will and testament hereby revoking all wills by me at any time made.

Part I. I direct my executrix hereinafter named as soon as may be after my decease to pay all my just debts including those of my last sickness and funeral.

Part II. I give devise and bequeath all the use, rents, income and profits of all the property that I may own at the time of my decease, both real and personal and wheresoever located to my beloved wife, Emma Meek and provided further that if the use, rents etc of said property as above provided should not be ample and sufficient for the proper care, comfort and maintenance of my said wife then and in that event I direct that such further sum shall be appropriated to her use from any of my property as shall be necessary for the full and proper maintenance of my said wife. And I further provide that my said wife Emma Meek shall have full power and authority to manage and sell and convey all the property of my estate that I may own at the time of my decease.

Par. III. Subject to the foregoing provisions I now give devise and bequeath all the balance and residue of my property of every kind and description and wheresoever located to my two adopted children, Lois Meek and Theodore Meek equally and share and share alike.

Par. IV I hereby appoint and constitute my wife Emma Meek to be executrix of this my last will and testament, without bond.

Par. V. I hereby explain that the provisions made herein for the care and maintenance of my wife Emma Meek are to continue during the entire period that she survives me.

In witness whereof I have to this my last will and testament consisting of about fifty-two lines of writing subscribed my name the 22nd day of July 1915.

D. C. Meek

We hereby certify that on this 22nd day of July 1915 at Westfield, Plymouth County and State of Iowa, D. C. Meek to us personally known did in our presence sign the foregoing instrument and declare the same to be his last will and testament and we at his request and in his presence and in the presence of each other do hereunto subscribe our names as witnesses thereto.

W. T. Kidd residing at Akron, Iowa

W. J. Bunner, residing at Akron Iowa

Florence Ervin R. N. Residing Akron Iowa

E. C. F. Mohr Residing at Westfield Ia/



C E R T I F I C A T E .

State of Nebraska,  
                                  ss.  
County of Boyd

I, Robert Ford, County Judge, in and for Boyd County, Nebraska, do hereby certify that I am by law the custodian of the records, books, documents and papers of, or appertaining to the County Judge's Court of said County, and the foregoing are true and correct copies of the original papers appertaining to said Court, and on file and of record in the office of said Court, to-wit:

Will of Dellano C. Meek, deceased;

Letters of Guardianship Theodore and Lois Meek, estate.

I further certify that said Letters of Guardianship are now in full force and effect.

I further certify that the County Judge's Court is a Court of Record and Probate in and for said County and State, that I am the sole presiding Judge thereof and custodian of the records of said Court that the Seal hereunto affixed is the official seal of said Court; that the signature hereinto subscribed is genuine, and that this attestation is in due form, and by the proper officer.  
Dated this 21st day of March 1924.

SEAL

Robert Ford  
County Judge.

State of Nebraska Boyd County ss.

I, F. E. Ford, Clerk of the County Court of Boyd County, Nebraska, hereby certify under the seal of this office that Robert Ford, is the duly elected, qualified and acting County Judge of Boyd County, Nebraska, that the above is his true and genuine signature.  
Dated this 21st day of March 1924.

SEAL

F. E. Ford  
Clerk of the County Court.

State of Nebraska Boyd County ss.

I, Robert Ford, County Judge of Boyd County, Nebraska, hereby certify under the seal of my office that the above signature of F.E. Ford, is the true and genuine signature of the Clerk of the County Court of Boyd County, Nebraska.  
Dated this 21st day of March 1924.

SEAL

Robert Ford  
County Judge.



*Spencer Co.*

State of Alabama,  
County of Baldwin.

This contract or agreement made and entered into this 28th day of December, 1920, by and between Emma Meek, a widow by M. T. Post, her attorney-in-fact, parties of the first part and Harry C. Walters and Rosa B. Walters, husband and wife, jointly, as parties of the second part, witnesseth:

That the parties of this first part have this day bargained and sold unto the parties of the second part, the following described piece or parcel of land located in Baldwin County, State of Alabama, to-wit:

The East Half ( $E\frac{1}{2}$ ) of the southeast quarter ( $SE\frac{1}{4}$ ) of the southwest quarter ( $SW\frac{1}{4}$ ) of Section one (1), in township five (5) south of range three (3) East, containing twenty (20) acres, more or less, together with the improvements thereon;

Upon the following terms and conditions which are hereby made a part of this contract and binding upon both parties hereto:

The consideration at which the said parcel of land is sold is \$1350.00 of which amount \$500.00 has this day been paid by the parties of the second part to the parties of the first part, who hereby acknowledge receipt of said amount; the balance of the consideration, amounting to \$850.00 is to be paid to the said first party in equal installments of \$170.00 each which are evidenced by promissory notes as follows: Note No 1 for \$170.00 due and payable June 1st, 1921; Note No 2 for \$170.00 due and payable January 1st, 1922; Note No 3 for \$170.00 due and payable June 1, 1922; Note No 4 for \$170.00 due and payable June 1, 1923 and Note No 5 for \$170.00 due and payable June 1st, 1924. It is understood that each of the above mentioned notes shall draw interest from date at the rate of 6% per annum which said interest shall be paid at the same time the note is paid. It is further agreed that the second party shall have the right to pay any number of notes he may desire at any anniversary date of this agreement and the payment so made shall terminate the interest on any such amounts.

It is agreed by the parties hereto that should the second party fail to make any of the deferred payments as they fall due, then



the said first parties shall give notice, by registered mail, of such delinquency to said second party and shall the delinquency continue for a period of six months after said notice, then the first party hereto may, at her option, declare this contract cancelled and shall retain such payments as may have been made by the second party as liquidated damages. The said second party agrees to vacate the property promptly upon notice of such cancellation of this contract by the first party and the title thereto shall be reinvested in said first party the same as if this instrument had not been executed.

It is a stipulation of this contract or agreement that the second party hereto shall not assign this contract or any part thereof to any person, except upon the written consent of the party of this first part

It is agreed that the second party shall have possession of the property from the date of execution of this writing and shall continue in possession of the same until this writing is declared broken.

The party of the second party agrees to pay any and all taxes, or assessments of any nature whatsoever which shall be come due or which may be charged against the property described in this writing, at any time after the date of this instrument, including the taxes which shall fall due in the name of Emma Meek on October 1st, 1921.

The party of the first part hereby agrees that upon the receipt of all of the unpaid money as set out in this writing, the party of the second part shall be provided with a good and sufficient warranty deed in regular Alabama form, conveying to them the title to said property, together with an abstract of title which shall show a good and merchantable title in said first parties.

Witness our hands, in duplicate, this 28th day of December, 1920

Witness W. P. Hall  
Mrs. John E. Price  
-----

-- Emma Meek -----  
by M. T. Post  
Attorney-in-fact. -----  
Harry C. Walters -----  
Rosa B. Walters -----



State of Alabama

Baldwin County.

I, W. Percy Hall, a Notary Public in and for said County and State hereby certify that M. T. Post whose name as attorney-in-fact for Emma Meek is signed to the foregoing contract and who is known to me, acknowledged before me on this day, that being informed of the contents of the contract, he executed the same voluntarily on the day the same bears date, for and as the act of Emma Meek and with due authority from her as per power-of-attorney filed in the office of the Judge of Probate of Baldwin County, in Record Book Mcl No 2, page 222.

Given under my hand and seal this 28th day of December, 1920

SEAL

W. Percy Hall  
Notary Public, Baldwin County, Ala.

State of Alabama,

Baldwin County.

I, W. Percy Hall, a Notary Public in and for said State and County hereby certify that Harry C. Walters and Rosa B. Walters, husband and wife, whose names are signed to the foregoing contract and who are known to me, acknowledged before me on this day, that being informed of the contents of the said contract, they executed the same voluntarily on the day the same bears date and for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of December, 1920.

SEAL.

W. Percy Hall,  
Notary Public, Baldwin County, Ala.



State of Alabama,

Baldwin County.

I, W. Percy Hall a Notary Public in and for said State and County do hereby certify that on the 28th day of December, 1920, came before me the within named Rosa B. Walters, who is known to me to be the wife of the within named Harry C. Walters, who, being examined separate and apart from her husband, touching her signature to the within agreement, acknowledged that she signed the same of her own free will and without any fear, constraints or threats on the part of the husband and for the uses and purposes therein set forth.

Given under my hand and seal this 28 day of December, 1920.

SEAL.

W. Percy Hall  
Notary Public, Baldwin County, Ala.

THE STATE OF ALABAMA, :  
Baldwin County. :

Office of the Judge's  
the Probate Court.

I, James M. Voltz, Judge of said Court in and for said County, do hereby certify that the within instrument was filed in this office for record on the 13 day of Sept. 1922, at 11:41 o'clock P.M, and I further certify that the same is duly recorded in Record Book No. 27 Mtgs. Page 289-90 and duly examined.

Witness my hand this 20 day of Sept. 1922.

Jas. M. Voltz, Judge of Probate  
Court.



of Theodore Meek, and Lois Meek, )  
Minors.

This to certify that, I, the undersigned, am the duly appointed and qualified Guardian of the said minors, that as such Guardian, certain real estate situate in Baldwin County, Alabama, to-wit: The East One half of the Southeast Quarter of the Southwest Quarter, Of Section One (1) Township Five (5) South of Range Three (3) East, the same being property inherited by said minors by virtue of A Will of D.C.Meek, deceased, was assigned to me in trust, by the County Court of Boyd County, Nebraska, subject to a contract of sale executed by Emma Meek, the Widow of said D.C.Meek, who had been empowered by the terms of said will, to sell any, or all real estate belonging to the D.C.Meek estate, but dieing soon after said contract was executed, the fulfilment of the conditions, as stipulated for as to receiving the payments and making the conveyance of title became my duty as decreed by the Boyd County Court.

That agreeable to the terms and agreements contained in the contract entered into by and between Emma Meek, by MT.Post, her Attorney in fact, and Harry C.Walters and Rosa B.Walters, for the sale and purchase of the aforesaid real estate, which was entered into on the 28th day of December, 1920, and duly acknowledged by the parties thereto before W.Percy Hall Notary Public, I have received from the said Harry C.Walters and Rosa B.Walters, through M.T.Post, acting as Attorney for the D.C. and Emma Meek estate, the sum of \$1180.00 in Cash and Liberty Bonds, and the accrued interest as provided for in the notes No. 1 to 4 inclusive which were given by the said Harry C. Walters, and Rosa B. Walters, and made payable to Emma Meek, now deceased. Said funds are in my possession and are held by me in trust for the sole use and benefit of the aforesaid minors.

Dated, May, 12th, 1924.

F. L. Bates  
Guardian

State of Nebraska, )  
Boyd County. )

I, F.T.Post, a Notary Public, in and for said County, and State, hereby certify that Frank L.Bates, whose name as Guardian is signed to the foregoing receipt, is personally known to me to be the Guardian of the person and estate of the said Theodore Meek and Lois Meek, Minors, that the contents of the foregoing receipt was read by him and he executed the same voluntarily as such Guardian, this 12th, day of May, 1924.

SEAL.

F. T. Post  
Notary Public.