

STATE OF ALABAMA

BALDWIN

COUNTY

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

Before me, J. Connor Owens, Jr., a Notary Public in and for said County, personally appeared Ray C. Stephens who being by me duly sworn deposes and says that the property sued for in the complaint of FIRST NATIONAL BANK OF BAY MINETTE, a national banking association, filed in said Court, to-wit: 1960 Ford Fairlane 500 4-dr. Sedan 6 cyl. Ser. No. 0A32V-159120

belongs to FIRST NATIONAL BANK OF BAY MINETTE, the plaintiff.

Sworn to and subscribed before me this 28

day of August, 1961.

Notary Public

STATE OF ALABAMA

BALDWIN

COUNTY

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, FIRST NATIONAL BANK OF BAY MINETTE, a national banking association, Principal, and Ray C. Stephens and W.M. Kelly, Sureties, are held and firmly bound unto A.D. PITTMAN, his heirs, executors and administrators in the sum of THIRTY and No/100 (\$30.00) Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the _____ day of August, 19 61.

The condition of the above obligation is such that whereas, the above bound FIRST NATIONAL BANK OF BAY MINETTE, a national banking ass'n has on the _____ day of August, 19 61 sued out a writ of detinue in the Circuit Court of Baldwin County, returnable to the said Circuit Court against the said A.D. PITTMAN for the recovery of the following described property, to-wit:

1960 Ford Fairlane 500 4-dr. Sedan 6 cyl.

Ser. No. 0A32V-159120

Now, if the said FIRST NATIONAL BANK OF BAY MINETTE shall fail in said suit and shall pay to the said A.D. PITTMAN, the defendant in said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise, to remain in full force and effect.

Taken and approved this 29 day of _____ BY: Ray C. Stephens (SEAL)

Aug -, 1961 Ray C. Stephens (SEAL)

W. M. Kelly (SEAL)

Clerk, Circuit Court

No. 4843

THE STATE OF ALABAMA

COUNTY

CIRCUIT COURT

Plaintiff

vs.

Defendant

Detinue — Affidavit and Bond

Filed this _____ day of _____, 19____

Clerk

ON

Prin. 1,500.00 BOOK

352 PAGE 242

STATE OF ALABAMA, BALDWIN COUNTY

Int. 131.25, 1,654.50

Ins.-Rec. Fee 21.25-2.00

Rt. #1,
POST OFFICE Cantonment, Florida

BAY MINETTE, ALABAMA

November 11,

1960

On or before 11th day of each month next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Ala-

bama, or order, at their main banking house in Bay Minette, Alabama,

Sixteen Hundred Fifty-four and 50/100

DOLLARS.

in 15 installments of \$110.30 each, and installment of \$ the first installment due December 11, 1960 after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 15 installments with interest on each installment from maturity at 8% per annum.

In the event of death, insolvency, assignment by judgment against, filing of petition in bankruptcy by or against, or issuance of writ of garnishment or attachment against the property of the undersigned, or on the happening of any one or more of the above events, the payee may, at its option, declare the amount of indebtedness immediately due and payable, and proceed to collect the same in any lawful manner. No delay shall waive the right to make the same.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, severally waive as to this debt, or any extension or renewal thereof, all rights of exemption under the Constitution of the State of Alabama, and under all laws thereof, and as to any other state where proceedings may be instituted, as to personal property, and they severally agree to pay all costs of collecting the same, including a reasonable attorney's fee, whether by suit or by foreclosure. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, and severally agrees that time of payment may be extended, or renewal note taken, or other indulgence granted, without notice or consent to such action, and without release of liability.

If any installment of this note is not paid at the time and place provided herein, the entire amount unpaid shall be due and payable immediately at the election of the holder of this note, but failure of the holder to take advantage of such election does not constitute an admission of default.

And to secure the payment of the above amount and all and any future advances or renewals hereof, the undersigned do hereby grant, bargain, sell and convey to the said First National Bank of Bay Minette the following property belonging to the undersigned, and warranted to be free from any encumbrance: All of our livestock and its increase; all farming implements, tractors and other equipment; all of our household goods and kitchen furniture; all agricultural crops of every kind and description growing, or grown, by the undersigned during the year 1960-61-62; any lands whatsoever; all of the personal property of the undersigned, whether in possession, reversion or remainder. A portion of the property so hereby conveyed, but not limiting the above, is more specifically described as follows:

1960 Ford Fairlane 500 4 Dr. Sedan, 6 cyl., Serial No. OA32V-159120

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the acceleration as above herein provided, the First National Bank of Bay Minette, its agents or assigns, may seize the property herein conveyed and sell the same at private sale or at public sale, and if at public sale, then to the highest bidder for cash at such place as it may desire, after first giving notice of such sale by posting at the Courthouse Door in Bay Minette, Alabama, for ten days, of the terms, place and time of said sale. The proceeds of such sale shall be applied first to the expense of seizure and sale, including a reasonable attorney's fee, second to the payment of the debt, and if there be any balance, then to the maker hereof.

Witness my/our hand(s) and seal, this the 11th day of November, 1960

Attest:

(L. S.)

(L. S.)

A. D. Pittman

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The State of Alabama, {

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

A. D. Pittman

and _____

are held and firmly bound unto First National Bank of Bay Minette

in the sum of One Thousand- - - - - Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this _____ day of _____ 19____

The condition of the above obligation is such that whereas the said _____

First National Bank

did, on the 29 day

of August 1961 sue out of the Circuit Court of Baldwin County a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the

following property, to-wit: _____

One 1960 Ford Fairlane 500 4-dr Sedan 6 cyl.

Ser. #032V-159120

which said writ was placed in the hands of Taylor Wilkins,

Sheriff of Baldwin County, Alabama, on the 29 day of August, 19 61,

and executed by him on the 7 day of Sept., 19 61, by taking into his possession the following property, to-wit:

same as above

And whereas the above bound A. D. Pittman

Defendant in said suit, has, within five days from the execution of said writ, entered into and executed this bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said First National Bank is cast in said suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to remain in full force and effect.

A. D. Pittman (SEAL)

J. L. Baggett sr (SEAL)

Douglas S. Baggett (SEAL)

Taken and approved this 11 day of Sept 19 61

Taylor Wilkins
Sheriff, Baldwin County, Ala.

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

No. _____

To Any Sheriff of the State of Alabama:

AUGUST, 1961

You Are Hereby Commanded to Summon A.D. PITTMAN

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 _____

FIRST NATIONAL BANK OF BAY MINETTE, a National
Banking Association,

Witness my hand this 29 day of August, 1961.

Alice J. Duck, Clerk.

COMPLAINT

FIRST NATIONAL BANK OF BAY
MINETTE, a National Banking
Association

A.D. PITTMAN

Plaintiff Versus Defendant

The plaintiff claims of the defendant the following personal property, to-wit:

1960 Ford Fairlane 500 4-dr Sedan 6 cyl.

Ser. No. 0A32V-159120

with the value of the hire or use thereof during the detention, to-wit:

from August 1, 1961, to date, 19

FILED

AUG 29 1961

ALICE J. DUCK, CLERK
REGISTER

James Owens Jr., Plaintiff's Attorney.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

FIRST NATIONAL BANK OF BAY
MINETTE, a national banking
association,

Plaintiff.

VS.

A.D. PITTMAN

Defendant.

DETINUE SUMMONS AND COMPLAINT

Filed

FILED

19

AUG 29 1961

Clerk.

ALICE J. DUCK, CLERK
REGISTER

J. Connor Owens, Jr.

Plaintiff's Attorney

Defendant's Attorney

Defendant resides at
Gateswood, Alabama.

To The Sheriff of Said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Alice J. Duck, Clerk.

Sheriff claims 4.40 miles at
Ten Cents per mile Total \$ 4.40
TAYLOR WILKINS, Sheriff
BY W. A. Zalut
DEPUTY SHERIFF

Defendant lives at

Received in office

Aug 30, 1961

Sheriff.

I have executed this summons

this Sept 7, 1961

by leaving a copy with

A. D. Pittman

Attached one
1960 Ford Fairlane
500 4 dr. Sedan

6 Cyl. Ser. No 0A32V-

15120. Wgt. made bond 9/11/61

By A.D. Pittman, J. F. Baggett Sr.,
Deputies of Baggett

Taylor Wilkins, Sheriff

W. A. Zalut, Deputy Sheriff

Gateswood