

5015

You are hereby commanded to summon Walter Nelson and Gladys Nelson to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the Complaint of Dean G. Almon and Ellen D. Almon.

Allice J. Smith
Clerk

EV-2-262

DEAN G. ALMON and
ELLEN D. ALMON,

Plaintiffs,

VS

WALTER NELSON and
Gladys Nelson,

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

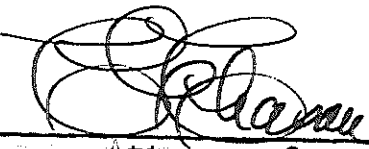
The Plaintiffs claim of the Defendants Three Hundred Seventy-six and 49/100 Dollars (\$376.49) for the use and occupancy by them of the following parcel of land and the dwelling located thereon, viz: Lot 8, Block 3, Gulf Shores Farms, a subdivision in the Southwest Quarter of Section 9 South, Township 9 South, Range 4 East, belonging to the Plaintiffs, from the 15 day of July 1961 to the 15 day of February, 1962.

The Plaintiffs claim of the Defendants Three Hundred Twenty-six and 49/100 Dollars (\$326.49) for the use and occupancy by them of the following tract of land and the dwelling thereon, viz:

Lot 8, Block 3, Gulf Shores Farms, a subdivision in the Southwest Quarter of Section 9 South, Township 9 South, Range 4 East, belonging to the Plaintiffs, from the 15 day of July, 1961 to the 15 day of Januray, 1962, and an additional sum at the rate of Fifty Dollars (\$50.00) per month thereafter until vacated.

COUNT III

The Plaintiffs claim of the Defendants Three Hundred Seventy six and 49/100 Dollars (\$376.49) due from them for rental of Lot 8, Block 3, Gulf Shores Farms, a subdivision in the Southwest Quarter of Section 9 South, Township 9 South, Range 4 East and of the dwelling thereon, on the 16 day of January, 1962, demand for which has been made, and which sum of money with the interest thereon is still unpaid.


Attorney for plaintiffs

FILED

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ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

Whereas Dean G. Almon and Ellen D. Almon have complained on oath to me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, that Walter Nelson and Gladys Nelson are justly indebted to them in the sum of Three Hundred Seventy-six and 49/100 Dollars (\$376.49), and the said Dean G. Almon and Ellen D. Almon having made affidavit and given bond as required by law in such cases; You are hereby commanded to attach so much of the goods, furniture, and effects belonging to the said defendants as is found on or enjoying the protection of the premises as will be of value to satisfy the debt and cost according to the complaint; and such estate unless replevied so to secure that the same may be liable to further proceeding therein to be had at the present term of the Circuit Court of Baldwin County, Alabama to be held at the courthouse thereof when and where you must make known how you have executed this writ.

WITNESS my hand and seal as Clerk of the said court on this the 7 day of February, 1962.

Alice J. Duck
Clerk

I have executed the within writ of attachment this 2 day of February, 1962 by levying upon the following goods, furniture and effects as the property of the defendants found on Lot 8, Block 3, Gulf Shores Farms, a subdivision in the Southwest Quarter of Section 9 South, Township 9 South, Range 4 East, to-wit:

International Harvester Refrigerator and freezer combination
Wizzard Freezer, 5' long, 27" wide, 3' deep.
Penn-Long Beach #66 Reel, and rod
Pflueger, 1419 3/4 Templar Reel and rod
Shakespeare "Criterion 1960 Model GE Reel and rod
Western Flyer Child's bicycle
1 Rocker
1 Rifle 122

1 Shotgun
1 Roll-away bed
1 Baby bed
Johnson Outboard Motor (Seahorse) 18, and 16' boat
and steel trailer

1 Generator for floundering light.

and herewith return this writ to the court on this 2 day of
February, 1962.

Taylor Wickham
Sheriff
Charles P. Patten

770,5015

SUMMONS AND COMPLAINT IN
ATTACHMENT

DEAN G. ALMON and
ELLEN D. ALMON,
Plaintiffs,

vs

WALTER NELSON and
GLADYS NELSON,

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

Sheriff claims 172 miles at
Ten Cents per mile Total \$ 17.20
TAYLOR WILKINS, Sheriff
BY DEPUTY SHERIFF

*Stacy
Grady Shaw*

Received 2 day of Feb 1962
and on 2 day of Feb 1962
I served a copy of the within to Mr. Nelson
on Walter Nelson and
Glady Nelson. attached

By service on the within described
person. All made by me 2/5/62
at 10:00 A.M. at the
office of TAYLOR WILKINS, Sheriff
By Cecil G. Chason D.S.

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS that we, Dean G. Almon and Ellen D. Almon are firmly bound unto Walter Nelson and Gladys Nelson in the sum of Eight Hundred Dollars (\$800.00) to be paid to the said Walter Nelson and Gladys Nelson, their heirs, executors, administrators, or assigns; for which payment will and truly be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seal and dated this ____ day of February in the year of our Lord One Thousand Nine Hundred and Sixty-two.

The condition of the above obligation is such that, whereas the above bound Dean G. Almon and Ellen D. Almon have on the date hereof prayed an attachment against the goods, furniture, and effects belonging to the said Walter Nelson and Gladys Nelson for the sum of Three Hundred Seventy-six and 49/100 Dollars (\$376.49) and have obtained the same returnable to the present term of the Circuit Court of Baldwin County, Alabama.

Now, if the said plaintiffs shall prosecute their attachment to effect and pay the defendants all such costs and demands as they may sustain by reason of the wrongful or vexations suing out of such attachment, then this obligation be void, otherwise to remain in full force and effect.

Dean G. Almon SEAL

Ellen D. Almon SEAL

Approved this the ____ day of
February, 1962.

Clerk

STATE OF ALABAMA

BALEWIN COUNTY

Before me, C. G. Chason, a Notary Public in and for said County in said State, personally appeared Dean G. Almon and Ellen D. Almon, who are known to me and who, after being by me first duly and legally sworn, deposes and says under oath as follows: That Walter Nelson and Gladys Nelson are indebted to them for rent as of January 15, 1962 in the amount of Three Hundred Twenty-six and 49/100 Dollars (\$326.49) and will be indebted to them, as of the 15 day of February, 1962, in the amount of Three Hundred Seventy-six and 49/100 Dollars (\$376.49) and that said rental is due as aforesaid, and the said Walter Nelson and Gladys Nelson as tenants have failed and refused on demand to pay such rent, and that this attachment is not sued out for the purpose of vexing or harassing the said Walter Nelson and Gladys Nelson, the defendants.

Dean G. Almon

Ellen D. Almon

Sworn to and subscribed before
me on this 2nd day of February,
1962.


C. G. Chason
Notary Public, Baldwin COUNTY
State of Alabama

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS that we, Dean G. Almon and Ellen D. Almon are firmly bound unto Walter Nelson and Gladys Nelson in the sum of Eight Hundred Dollars (\$800.00) to be paid to the said Walter Nelson and Gladys Nelson, their heirs, executors, administrators, or assigns; for which payment will and truly be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seal and dated this 2 day of February in the year of our Lord One Thousand Nine Hundred and Sixty-two.

The condition of the above obligation is such that, whereas the above bound Dean G. Almon and Ellen D. Almon have on the date hereof prayed an attachment against the goods, furniture, and effects belonging to the said Walter Nelson and Gladys Nelson for the sum of Three Hundred Seventy-six and 49/100 Dollars (\$376.49) and have obtained the same returnable to the present term of the Circuit Court of Baldwin County, Alabama.

Now, if the said plaintiffs shall prosecute their attachment to effect and pay the defendants all such costs and demands as they may sustain by reason of the wrongful or vexations suing out of such attachment, then this obligation be void, otherwise to remain in full force and effect.

Dean G. Almon SEAL

Ellen D. Almon SEAL

Approved this the 2 day of February, 1962.

Reinhold
Clerk

The State of Alabama, {
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Walter Nelson

are held and firmly bound unto _____

Dean Almon

in the sum of Seven Hundred Fifty + 00/100 DOLLARS,

for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators, jointly and severally. And for the payment of the above bond, we waive our right of exemption as to personal property, under the Constitution and Laws of the State of Alabama.

Sealed with our seals and dated this 27 day of Jan 1962

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas a Writ of Attach-

ment issued by Dean G. Almon & Ellen D. Almon

at the suit of said _____ against

the estate of the above named Walter Nelson & Gladys Nelson

returnable before the said Fall of Circuit Court

as aforesaid, at his office on the _____ day of _____, 193____, for the

sum of Seven Hundred Fifty + 00/100 DOLLARS,

has been placed in the hands of Taylor Wilkins, Sheriff

in and for the said County, and has been levied by him upon the following property, to-wit:

International Harvester Refrigerator & Freezer combination

Wizzard Freezer, 5' long, 27" wide, 3' deep

Penn-Long Beach #66 Reel and rod

Pflueger, 1419 3/4 Templar Reel and rod

Shakespeare "Criterion 1960 Model GE reel and rod

Western Flyer child's bicycle

1 Rocker

1 Rifle .22

and whereas, the property has been delivered to the said _____

~~xxxxxxx~~ Walter & Gladys Nelson

on his entering into this bond.

NOW, THEREFORE, If the Defendant shall fail in said action, he or his securities shall return the specific property attached and above mentioned to the said Sheriff, within ten days after judgment against said Defendant in this suit, then this obligation to be void, otherwise to remain in full force and effect.

Taken and approved this 27

day of Jan, 1962

Walter P. Almon (L. S.)
Whightfield (L. S.)
H. L. Byrd (L. S.)

STATE OF ALABAMA

BALDWIN COUNTY

Before me, C. G. Chason, a Notary Public in and for said County in said State, personally appeared Dean G. Almon and Ellen D. Almon, who are known to me and who, after being by me first duly and legally sworn, depose and say under oath as follows: That Walter Nelson and Gladys Nelson are indebted to them for rent as of January 15, 1962 in the amount of Three Hundred Twenty-six and 49/100 Dollars (\$326.49) and will be indebted to them, as of the 15 day of February, 1962, in the amount of Three Hundred Seventy-six and 49/100 Dollars (\$376.49) and that said rental is due as aforesaid, and the said Walter Nelson and Gladys Nelson as tenants have failed and refused on demand to pay such rent, and that this attachment is not sued out for the purpose of vexing or harassing the said Walter Nelson and Gladys Nelson, the defendants.

Dean G. Almon

Ellen D. Almon

Sworn to and subscribed before
me on this 2nd day of February,
1962.

C. G. Chason
Notary Public, Baldwin COUNTY
State of Alabama

FILED

FEB 2 1962

ALICE J. DUCK, CLERK
REGISTER