

MATRANGA & STOKES
ATTORNEYS AT LAW
309-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA

JOSEPH M. MATRANGA
BEN F. STOKES, III

May 2, 1963

P. O. BOX 293
TELEPHONE HE 3-1634

Mrs. Alice J. Duck, Clerk
Baldwin County, Alabama
Baldwin County Court House
Bay Minette, Alabama

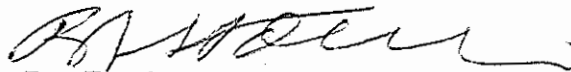
Re: General Finance Corporation of Mobile vs
Mose Samuel Chesser, 5494

Dear Mrs. Duck:

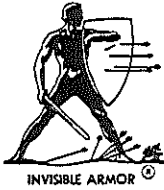
I have received your notification that the above complaint and summons is "not found". In view of this, I would appreciate it if you would enter upon the docket a nonsuit, on motion of plaintiff. Also, please send me your bill of costs.

Your kindness is always appreciated.

Sincerely yours,


B. F. Stokes, III

BFS:m



NATIONAL SURETY
Corporation
SOUTHERN DEPARTMENT
ATLANTA, GA.

B. F. ADAMS & COMPANY

167 St. Louis Street

MOBILE, ALA.

March 1, 1963

Mrs. Alice J. Duck, Clerk,
Circuit Court of Baldwin County,
Bay Minette, Alabama.

Re: General Finance Corporation of Mobile
vs: Mose Samuel Chesser
Detinue Bond

Dear Mrs. Duck:

Today, the writer, as attorney in fact of National Surety Corporation, executed a \$3,200.00 Detinue Bond in the above matter, and through oversight neglected to attach Power of Attorney.

We therefore hasten to enclose such Power, and will appreciate it if you will attach it to the bond in question.

Yours very truly,

B. F. ADAMS AND COMPANY

By

NATIONAL SURETY CORPORATION

A Member of The FUND Insurance Companies

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its home office in the City and County of San Francisco, California, (hereinafter called the Corporation), has made, constituted and appointed, and does by these presents make, constitute and appoint

DONALD E. LUDLOW, P. F. BEVILLE AND E. S. JENKINS
JOINTLY OR SEVERALLY

of MOBILE and State of ALABAMA
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE MILLION (\$1,000,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 23rd day of April A.D., 1962

NATIONAL SURETY CORPORATION

[Seal]

By C. A. KEPPLER
Vice President

ATTEST: H. L. JOHNSON
Assistant Secretary

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 23rd day of April A.D., 1962, before me personally came C. A. KEPPLER to me known, who, being by me duly sworn, did depose and say, that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said C. A. KEPPLER further said that he is acquainted with H. L. JOHNSON and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

GEORGE SCHULMAN

Notary Public

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

I, H. L. JOHNSON, Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the following is a full, true and correct copy of Article VIII of the By-laws of the NATIONAL SURETY CORPORATION adopted on the 25th day of October, 1955, and now in full force and effect, to wit:

ARTICLE VIII

Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to Accept Legal Process and Make Appearances.

"SECTION 30. APPOINTMENT. The President, any Vice President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

"SECTION 31. AUTHORITY. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of NATIONAL SURETY CORPORATION, this 23rd day of April, 1962

H. L. JOHNSON

Assistant Secretary of
NATIONAL SURETY CORPORATION

[Corporate Seal]

STATE OF GEORGIA }
COUNTY OF FULTON } ss.:

I, ELIZABETH HARBIN, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, a corporation of the State of New York, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney issued by said Corporation and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original. Said power of attorney is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of ATLANTA, this 23rd day of March, 1963

FILED

MAR 4 1963

ALICE J. DICK, CLERK
REGISTER

GENERAL FINANCE CORPORATION) IN THE CIRCUIT COURT OF
OF MOBILE,)
Plaintiff) BALDWIN COUNTY, ALABAMA.
vs.)
MOSE SAMUEL CHESSER,)
Defendant.) CASE NO. _____

Plaintiff claims of the defendant the following
personal property, viz:

1963 Volkswagon automobile, M/N 7184419,
S/N 5072879, Model #117, Sun roof

with the value of the hire or use thereof during the
detention, viz: from, to-wit, January 20, 1963.

B. F. Johnson
ATTORNEY FOR PLAINTIFF

PO Box 293 Mobile, Ala.

Serve the defendant at Route 1, Box 92, Robertsdale,
Alabama.

FILED

MAR 1 1963

ALICE J. DICK, CLERK
REGISTER

The State of Alabama, }
Baldwin County

CIRCUIT COURT

No. 5424

19

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon Mose Samuel Chesser

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

General Finance Corporation of Mobile,

Witness my hand this 1st day of March 1963

Alvin J. Luck, Clerk

COMPLAINT

Plaintiff

Versus

Defendant

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

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

from 19, to 19

Plaintiff's Attorney.

State of Alabama
Baldwin County

CIRCUIT COURT

GENERAL FINANCE CORPORATION

OF MOBILE

Plaintiff

VS.

MOSE SAMUEL CHESSER,

Defendant

Detinue Summons and Complaint

Filed March 1, 19 63

Alice J. Duck, Clerk

B.F. Stokes, III
P.O. Box 293
Mobile, Alabama

Plaintiff's Attorney

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

Defendant lives at

Received in office

, 19

, Sheriff

I have executed this summons

this, 19

by leaving a copy with

, Sheriff

, Deputy Sheriff

THE STATE OF ALABAMA,
Baldwin ~~Mobile~~ County

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, GENERAL FINANCE CORPORATION

OF MOBILE & NATIONAL SURETY CORPORATION

are held and firmly bound unto MOSE SAMUEL CHESSER

HIS heirs, executors and administrators, in the
sum of THREE THOUSAND & TWO HUNDRED & 00/100 (\$3,200.00) Dollars, for
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators, jointly
and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of March, A. D. 19 63

The Condition of the above Obligation is such, That whereas the above bounden

GENERAL FINANCE CORPORATION OF MOBILE

has, on

the 1st day of March 19 63, sued out from the office of the

Baldwin

Clerk of the Circuit Court of MOBILE, in the State of Alabama, a Writ of Detinue, returnable to the present

Baldwin

term of said Circuit Court of MOBILE against the said MOSE SAMUEL CHESSER

for the recovery of the following property.

to-wit: 1963 Volkswagon automobile, M/N 7184419,

S/N 5072879, Model #117, Sun roof

NOW, if the said GENERAL FINANCE CORPORATION OF MOBILE shall fail

in said suit, and shall pay to the said MOSE SAMUEL CHESSER

the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

GENERAL FINANCE CORPORATION OF MOBILE

BY: Thomas C. Blay (Seal)

NATIONAL SURETY CORPORATION

BY: E. A. Jenkins (Seal)

Attorney in Fact (Seal)

*The firm is a good and sufficient bond.
I am sure when it*

Hubert M. M. M. M. M.

THE STATE OF ALABAMA.

~~Mobile~~ County

Baldwin

DETINUE AFFIDAVIT

NOTARY PUBLIC

PERSONALLY appeared before me, ~~John K. Baldwin, Clerk of the Circuit Court~~ of Mobile County,

Thomas A.

~~TOM~~ GEORGE

who, being duly sworn, deposes and says, that the property sued for in the complaint of

GENERAL FINANCE CORPORATION OF MOBILE, PLAINTIFF VS. MOSE SAMUEL
CHESSER, DEFENDANT

to-wit 1963 Volkswagon automobile, M/N 7184419,

S/N 5072879, Model #117, Sun roof

belongs to GENERAL FINANCE CORPORATION OF MOBILE the said Plaintiff.

Sworn to and subscribed the 1st day

of March, 19 63, before me.

Michael K. Ryle
NOTARY PUBLIC

Thomas A. George

No. 524/94

CIRCUIT COURT

~~MOBILE~~ COUNTY

BALDWIN

GENERAL FINANCE CORPORATION OF MOBILE

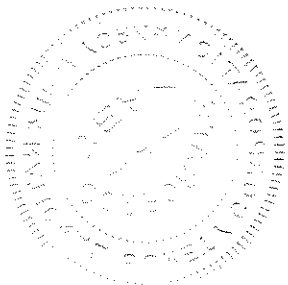
VS. } Detinue Affidavit
and Bond

MOSE SAMUEL CHESSER

Filed day of 19

Clerk Circuit Court, ~~Mobile~~ County
BALDWIN

Attorney



GENERAL FINANCE CORPORATION) IN THE CIRCUIT COURT OF
OF MOBILE,)
Plaintiff) BALDWIN COUNTY, ALABAMA.
vs.)
MOSE SAMUEL CHESSER,)
Defendant.) CASE NO. 5494

Plaintiff claims of the defendant the following
personal property, viz:

1963 Volkswagon automobile, M/N 7184419,
S/N 5072879, Model #117, Sun roof

with the value of the hire or use thereof during the
detention, viz: from, to-wit, January 20, 1963.

B. F. Johnson, Jr.
ATTORNEY FOR PLAINTIFF

PO Box 293, Mobile, Ala.

Serve the defendant at Route 1, Box 92, Robertsedale,
Alabama.

FILED

MAR 1 1963

ALICE I. DUCK, CLERK
REGISTER

The State of Alabama, }
Baldwin County

CIRCUIT COURT
No. 5494

19

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon Mose Samuel Chesser

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
General Finance Corporation of Mobile,

Witness my hand this 1st day of March 19 63

Oliver J. [Signature], Clerk

COMPLAINT

Plaintiff Versus Defendant

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

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

from 19, to 19

Plaintiff's Attorney.

State of Alabama

Baldwin County

CIRCUIT COURT

GENERAL FINANCE CORPORATION

OF MOBLEE

Plaintiff

VS.

MOSE SAMUEL CHESSER,

Lofly 5-16377

Defendant

Detinue Summons and Complaint

Filed March 1, 1963

Alice J. Duck, Clerk

B.F. Stokes, III

P.O. Box 293 Plaintiff's Attorney
Mobile, Alabama

Defendant's Attorney

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

Returned 24
Not found in my county after diligent search and inquiry.
By Taylor W. King, Sheriff
Deputy Sheriff

Defendant lives at

Robertsdale

Received in office

March, 1963

, Sheriff

I have executed this summons

this, 19
by leaving a copy with

, Sheriff

, Deputy Sheriff

State of Alabama
County of Baldwin

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Glenda Fay Cooper (Martin) and Mr. and Mrs. Gilbert Cooper to appear and plead, answer or demur within thirty days to the Bill of Complaint filed in the Circuit Court of said County by Myrl E. Jordan as Plaintiff and against Glenda Fay Cooper (Martin) and Mr. and Mrs. Gilbert Cooper as Defendants.

Witness my hand, this 6 day of March, 1965.

David J. Duck
Clerk

Myrl E. Jordan

Plaintiff

VS

Glenda Fay Cooper (Martin).

and

Mr. and Mrs. Gilbert Cooper

Defendants

In the Circuit Court of
Baldwin County, Alabama

At Law. No. 57192

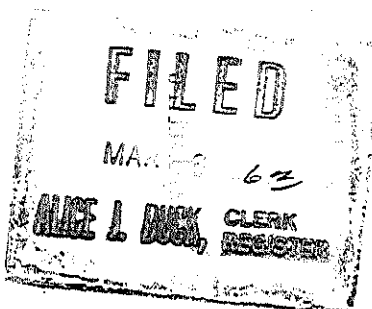
The Plaintiff claims of the Defendants Three hundred Seventy Three and 08/100 dollars due by a mortgage signed by Myrl E. Jordan with Glenda Fay Cooper (Martin) to the Century Finance Company of Prichard, Alabama, on to wit 12/14/60, for the use and benefit of the said Glenda Fay Cooper Martin, said mortgage being in the amount of Four Hundred Eighteen and 08/100 dollars and payable by agreement of all parties concerned, at the rate of \$17.42 monthly by the said Glenda Fay Cooper (Martin), to said Finance Company. The said Glenda Fay Cooper (Martin) failed and refused to pay said amount, causing Myrl E. Jordan, the Plaintiff to have to pay it. Defendants, Mr. and Mrs. Gilbert Cooper, by letter of date August 17, 1961 to the Plaintiff, agreed to pay said mortgage to the Plaintiff, if the said Glenda Fay Cooper (Martin) did not. To this day, said parties have only reimbursed Mr. Jordan, Plaintiff Forty Five dollars of the above amount of said note, leaving said balance of \$373.08 still due and unpaid by the Defendants to said Plaintiff.

Robert F. McQuilley
Attorney for the Plaintiff

Plaintiff demands a trial by jury.

Robert F. McQuilley
Attorney for the Plaintiff

Ex-4-2-63



54/95

Myrl E. Jordan
Plaintiff

Vs

Glenda Fay Geoper (Martin)
and
Mr. and Mrs. Gilbert Geoper
Defendants

Summons and Complaint

Received ⁶~~12~~ day of March 1963.
and on 2 day of April 1963
served a copy of the within D & C
on Glenda Fay Geoper &
Mr. & Mrs. Gilbert Geoper
by service on _____

TAYLOR WILKINS, Sheriff
By Debbie R. [Signature] D. S.

Examiner

120

Sheriff claims 120 miles at
Ten Cents per mile Total \$18.00
TAYLOR WILKINS, Sheriff

BY _____
DEPUTY SHERIFF

