

The State of Alabama, }
Baldwin County

No. 6489

CIRCUIT COURT

19__

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon Herman F. Paul

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 The Baldwin
County Bank, a Corporation

Witness my hand this 15 day of June 1964

Alice J. Duck, Clerk

COMPLAINT

Baldwin County Bank, a Corporation Herman F. Paul

Plaintiff Versus Defendant

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

One 1960 International 2 1/2-ton truck, model B-170;
One 1957 White Truck tractor, Model 3000T, Ser. No. 475735;
One Dorsey produce van trailer, Serial No. 17161;
One 1963 McCullough Model MAC35 chain saw, Ser. No. 76259.

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

from May 20 1964, to June 12 1964

and of the value of TWO-THOUSAND, TWO-HUNDRED THIRTY-EIGHT
AND FIFTY/100 (\$2,238.50) DOLLARS

FILED

JUN 15 1964

Wilson Hayes Plaintiff's Attorney.

ALICE J. DUCK, CLERK
REGISTER

The State of Alabama, {

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Baldwin County Bank

and _____

are held and firmly bound unto Herman F. Paulin the sum of Four 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 _____

Baldwin County Bankdid, on the 15 dayof June 1964 sue out of the Circuit Court of Baldwin

_____ a writ of detinue directed to any Sheriff of the State of Alabama commanding him to take into his possession the following property, to-wit: _____

One 1960 International 2½ ton truck model B-170One Dorsey Produce Van Trailer, Serial # 17161which said writ was placed in the hands of Taylor WilkinsSheriff of Baldwin County, Alabama, on the 15 day of June, 1964,and executed by him on the 15 day of June, 1964, by taking into his possession the following property, to-wit:same as above

And whereas the said Herman F. Paul,
 Defendant in said writ, has failed and neglected for the space of five days from the execution of said writ to give bond and take possession of said property as authorized by law.

Now if the said Baldwin County Bank upon his failing
 in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay all damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain in full force and effect.

Baldwin County Bank

(SEAL)

By: [Signature]

(SEAL)

(SEAL)

Taken and approved this 25 day of June 1964[Signature]
Sheriff, Baldwin County, Ala.

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

BALDWIN COUNTY

Before me, Ruth K. Howell, a Notary Public in and for said County, personally appeared J. A. Wurst who being by me duly sworn deposes and says that the property sued for in the complaint of The Baldwin County Bank, a Corporation vs Herman F. Paul filed in said Court, to-wit:

One 1960 International 2 1/2-ton truck, model B-170;
 One 1957 White truck tractor, Model 3000T, Ser. No. 475735;
 One Dorsey produce van trailer, Serial No. 17161;
 One 1963 McCullough Model MAC35 chain saw, Ser. No. 76259.

belongs to The Baldwin County Bank, the plaintiff.

Sworn to and subscribed before me this 15th

day of June, 1964

W. H. Howell
Notary Public

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, The Baldwin County Bank a Corporation, Principal, and _____, Sureties, are held and firmly bound unto Herman F. Paul, his heirs, executors and administrators in the sum of \$4,500.00 Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the 12th day of June, 1964

The condition of the above obligation is such that whereas, the above bound Baldwin

County Bank, a Corporation has on the 12th day of

June, 1964 sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said _____

Herman F. Paul for the recovery of the following described property, to-wit:

One 1960 International 2 1/2-ton truck, model B-170;
 One 1957 White truck tractor, Model 3000T, Ser. No. 475735;
 One Dorsey produce van trailer, Serial No. 17161;
 One 1963 McCullough Model MAC35 chain saw, Ser. No. 76259.

Now, if the said Baldwin County Bank, a Corporation shall fail in said suit and shall pay to the said Herman F. Paul, 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 15th day of June, 1964 (SEAL)

J. A. Wurst
Cashier (SEAL)

W. H. Howell
Clerk, Circuit Court (SEAL)

\$ 2,442.00

BAY MINETTE, ALA., December 11, 1963

For value received, the undersigned promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., or order, the sum of

Two thousand four hundred forty-two and no/100 - - -

Dollars.

payable in 24 installments of \$ 101.75 each, except the final installment which shall be \$ 101.75; the first

installment shall be due on January 20, 1964, after date hereof, and one of such remaining installments shall be due on the

20th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid, with interest thereon from

maturity at the rate of eight per cent per annum until paid.

Payable at Baldwin COUNTY BANK, Bay Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at or before the payment of

this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and

description, raised during the year 1963 by us or under our direction, including all rents due or to become due as for the year 1963 in Baldwin

County, Alabama, or elsewhere. Also

One 1960 International 2 1/2-ton truck, model B-170;

One 1957 White truck tractor, Model 3000T, Ser. No. 475735;

One Dorsey produce van trailer, Serial No. 17161;

One 1963 McCullough Model MAC35 chain saw, Ser. No. 76259.

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest: ED (Herman F. Paul) /s/ Herman F. Paul L. S.

No. 23987

Due

DUVALL - MOBILE Box 202, B.M., Ala.

L. S.

Sheriff;

I didn't fine Herman Paul to serve this paper i had the
truck pulled in by truk's Auto Service. and parked at The
Atmore P. D. If you want then executed file this out and
I will ~~sign~~.

Si 5/11/1



Alton Keller

The State of Alabama,
Baldwin County

CIRCUIT COURT
No. 6089

19

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon Herman F. Paul

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 The Baldwin
County Bank, a Corporation

Witness my hand this 15 day of June 1964

Alice J. Duck, Clerk

COMPLAINT

Baldwin County Bank, a Corporation Herman F. Paul

Plaintiff Versus Defendant

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

One 1960 International 2 1/2-ton truck, model B-170;
One 1957 White truck tractor, Model 3000T, Ser. No. 475735;
One Dorsey produce van trailer, Serial No. 17161;
One 1963 McCullough Model MAC35 chain saw, Ser. No. 76259.

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

from May 20 1964, to June 12 1964

and of the value of TWO-THOUSAND, TWO-HUNDRED THIRTY-EIGHT
AND FIFTY/100 (\$2,238.50) DOLLARS.

FILED

JUN 25 1964

Wilson Hayes Plaintiff's Attorney.

ALICE J. DUCK, CLERK
REGISTER

State of Alabama
Baldwin County

CIRCUIT COURT

Baldwin County Bank
a corp.
Plaintiff...

VS.

Herman F. Paul
Defendant...

Defendant...

Detinue Summons and Complaint

Filed June 11, 1964, 19

Alice J. Duck, Clerk
REGISTER

Wilson Hayes
Plaintiff's Attorney

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

Jay F. Co.

Defendant lives at

Received in office

June 15, 1964
Taylor Wilkins Sheriff

I have executed this summons

this 15 June, 1964
by leaving a copy with

Herman Paul not found
Attached one 1960 Inter-
national 2 1/2 ton truck
Model B-170 And one
Dorsey Trailer Ser. No.
17161 And storing it
at Hadley motor co. oth
property listed not found

Taylor Wilkins, Sheriff
W.O. Garner, Deputy Sheriff

Printed by Moore Printing Co.

Atmore

Sheriff claims 30 miles at
Ten Cents per mile Total \$ 3.00
TAYLOR WILKINS, Sheriff
BY Garner
DEPUTY SHERIFF