

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon J. L. Bryant, Jr., 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 Baldwin County Bank, a corporation.

WITNESS my hand this 1st day of Sept ~~August~~, 1965.

Alice J. Clark
Clerk

* * * * *

BALDWIN COUNTY BANK,)	
a corporation,)	
)	
Plaintiff,)	IN THE CIRCUIT COURT OF
)	
VS.)	BALDWIN COUNTY, ALABAMA
)	
J. L. BRYANT, JR.,)	AT LAW
)	6671
Defendant.)	

C O M P L A I N T

COUNT ONE

The plaintiff claims of the defendant the following personal property, viz:

One 19,000 tandem axle Nabors trailer with steel goose-neck coupling pole;
One Carco loader with 28 ft. boom mounted on Reo chassis with Chevrolet engine;
One 1962 Chevrolet 1½ ton truck, model 6503S, Serial No. S2C653A 101321;
One 1965 Chevrolet 2½ ton truck, model C6503H, Serial No. HC6535S-123267, equipped fully with heavy duty equipment for log hauling including saddle tanks and fifth wheel.

COUNT TWO

The plaintiff claims of the defendant One Thousand Six Hundred Sixty-eight and 64/100 Dollars (\$1,668.64), the balance due by promissory note made by him on the 27th day of May, 1963, and payable in 24 installments of \$121.50 each, except the final installment which shall be \$121.50, the first installment which was due on June 30, 1963, and the remaining installments due on the

30th day of each successive month thereafter until the entire indebtedness shall have been fully paid, with interest thereon from June 1, 1965. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of the said note and plaintiff avers that a reasonable attorney's fee is \$150.00 and which it herewith claims.

COUNT THREE

2684.64
64.42
2749.06
35
3099.26

The plaintiff claims of the defendant Two Thousand Six Hundred Eighty-four and 64/100 Dollars (\$2,684.64), due by promissory note made by him on the 18th day of July, 1964, and payable in 24 installments of \$140.00 each, except the final installments which shall be \$140.00, the first installment was due on August 15, 1964, and the remaining installments were due on the 15th day of each successive month thereafter, with interest thereon from June 1, 1965. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of the said note and plaintiff avers that a reasonable attorney's fee is \$350.00 and which it herewith claims.

COUNT FOUR

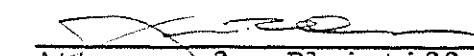
265.44
150.36
415.80
5
6915.80

The plaintiff claims of the defendant Six Thousand Two Hundred Sixty-five and 44/100 Dollars (\$6,265.44), due by promissory note made by him on the 6th day of January, 1965, and payable in 24 installments of \$281.50 each, the first of which said installments was due on February 7, 1965, and the remaining installments became due on the 7th day of each successive month thereafter until the entire indebtedness is fully paid, with interest thereon from June 1, 1965. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of the said note and plaintiff avers that a reasonable attorney's fee is \$500.00 and which it herewith claims.

FILED

SEP 1 1965

ALICE L. DUK, CLERK
REGISTER


Attorney for Plaintiff

STATE OF ALABAMA)

BALDWIN COUNTY)

TO THE SHERIFF OF BALDWIN COUNTY, ALABAMA:

The plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the defendant give bond payable to the plaintiff, with security in double the value of the property, conditioned that if the defendant is cast in the suit, he will, within thirty days thereafter deliver the property to the plaintiff and pay all costs and damages which may accrue from the detention thereof.

WITNESS my hand this 1st day of Sept ~~August~~, 1965.

Alice D. Duck
Clerk of the Circuit Court of Baldwin
County, Alabama.

BALDWIN COUNTY BANK, A Corp.,

Plaintiff,

vs:

J.L. BRYANT, JR.

Defendant.

received 1 day of Sept. 1965
 and on 14 day of Sept 1965
 served a copy of the within Detinue
J. L. Bryant Jr.
 y service on _____

TAYLOR WILKINS, Sheriff

By W. A. Talbot

attached one 19,000
 tandem axle Nabor trailer
 one 1962 Chev. 1 1/2 ton
 truck model 6503S,
 Ser-No S2C653A 101321
 one 1965 Chev. 2 1/2 ton
 truck model C6503H,
 Ser No. HC65355-123267

carco loader not found

This Property Stored at
 County Jail
 Ref. made bond 9/23/65

Baldwin Co. Bank

J. W. Wurst, Walter M. Lindsay
 for fidelity & deposit. Property released to Ref.

Summons & Complaint
 Detinue

FILED

SEP 1 1965

ALICE L. DICK, CLERK
 REGISTER

James R. Owen, Atty.

STATE OF ALABAMA)
*
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That we, Baldwin County Bank, a corporation, as principal, and the undersigned, as sureties, are held and firmly bound unto J. L. Bryant, Jr., in the sum of Eighteen Thousand Three Hundred and no/100 Dollars (\$18,300.00), for the payment of which well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly, severally and firmly by these presents.

Sealed with our seals, and dated this, the 22nd day of September, 1965.

The condition of the above obligation is such, that whereas, the said Baldwin County Bank, a corporation, did, on the 13th day of September, 1965, sue out of the Circuit Court of Baldwin County, Alabama, a writ in detinue, directed to any Sheriff of the State of Alabama, and commanding him to take in his possession the following property sued for in said action of detinue, to-wit:

One 19,000 tandem axle Nabors trailer with steel
goose-neck coupling pole;
One Carco Loader with 28 ft. boom mounted on Reo
chassis with Chevrolet engine;
One 1962 Chevrolet 1½ ton truck, model 6503S,
Serial No. S20653A 101321;
One 1965 Chevrolet 2½ ton truck, model C6503H,
Serial No. HC6535S-123267, equipped fully with
heavy duty equipment for log hauling including
saddle tanks and fifth wheel,

which said writ was placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, on the 15th day of September, 1965, and executed by him on the 14th day of September, 1965, by taking into his possession the following property, to-wit:

One 19,000 tandem axle Nabors trailer with steel
goose-neck coupling pole;
One 1962 Chevrolet 1½ ton truck, model 6503S,
Serial No. S20653A 101321;
One 1965 Chevrolet 2½ ton truck, model C6503H,
Serial No. HC6535S-123267, equipped fully with
heavy duty equipment for log hauling including
saddle tanks and fifth wheel.

And whereas the said J. L. Bryant, Jr., defendant in said suit has failed and neglected, for the space of five days from the taking into possession of said property by said Sheriff aforesaid, to give bond and take possession of said property as authorized by law.

Now therefore, if the said Baldwin County Bank, a corporation, plaintiff in said suit, shall deliver the above described property to the said J. L. Bryant, Jr., defendant in said suit, within thirty days after judgment, in case plaintiff shall fail to recover the same in its said suit, and pay all damages for the detention of property and costs of suit, then, in that event, this obligation to be void, otherwise to remain in full force and effect.



BALDWIN COUNTY BANK,
a corporation,

By *W. M. Lindsey*
As its Cashier

Principal.

FIDELITY & DEPOSIT COMPANY OF MD.

BY: *Walter M. Lindsey*
WALTER M. LINDSEY
Sureties

Approved this 23 day of
September, 1965.

Jayes Wilkins
Sheriff, Baldwin County, Alabama

STATE OF ALABAMA,
Baldwin County. }

KNOW ALL MEN BY THESE PRESENTS, That We, Baldwin County Bank, a corporation,

as principal, and the undersigned as surety

~~XXXXXX~~ are held and firmly bound unto J. L. Bryant, Jr.,

in the sum of -FIFTY AND NO/100 ----- DOLLARS,

to be paid to the said J. L. Bryant, Jr.,, his heirs,

executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves,

and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly,

by these presents. Sealed with our seals, and dated this ----- day of August

in the year of our Lord, 1965.

The condition of the above obligation is such, That whereas the above bound Baldwin County Bank, a corporation,, on the day of the date hereof hath obtained at the suit of Baldwin County Bank, a corporation vs. J. L. Bryant, Jr.,,

a summons and complaint for the recovery of personal property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of said County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said Plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

BALDWIN COUNTY BANK,
a corporation,

By: [Signature] (L. S.)

As its Cashier

[Signature] (L. S.)

[Signature] (L. S.)

Approved this 1 day of Sept 1965

[Signature]
Clerk.

FILED

SEP 1 1965

CLERK
J. DUCK, REGISTER

98