

# The State of Alabama, }

## Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Midland-Guardian of Pensacola, Inc., a corporation

and The Fidelity & Deposit Company of Maryland

are held and firmly bound unto Vaud Wilson, Jr. and Betty Wilson and "Junker" Boyington, whose name is otherwise unknown in the sum of Five Thousand (\$5,000.00) 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 18th day of June 1965

The condition of the above obligation is such that whereas the said Midland-Guardian of Pensacola, Inc., a corporation did, on the 19th day of May 1965 sue out of the Circuit Court of Baldwin County, Alabama 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 (1) 1960 Magnolia House Trailer, Serial #M25011445

which said writ was placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and executed by him on the 11th day of June, 1965, by taking into his possession the following property, to-wit:

One (1) 1960 Magnolia House Trailer, Serial #M25011445

And whereas the said Vaud Wilson, Jr., Betty Wilson and Junker Bovington 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 Midland-Guardian of Pensacola, Inc., a corporation 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.

MIDLAND-GUARDIAN OF PENSACOLA, INC., A Corporation  
By: Henry Hayden (SEAL)

Fidelity and Deposit Company of Maryland, Inc. (SEAL)

James P. Kelly (SEAL)

Taken and approved this 17 day of June 1965

Virginia M. Laetle  
Sheriff, Baldwin County, Ala.

MY COMMISSION EXPIRES MAY 15, 1968  
NOTED THROUGH CLERK'S OFFICE

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by D. L. BUCKLER, Vice-President, and M. A. KELLY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Chester Hilliard, H. C. Sarra, Dave Johnson, James Redd, Martha S. McCall, Farrell Dearing, John A. Hoefflin, Eddie Bonifay and Louis P. Hebard, all of Pensacola, Florida, EACH.....

its true and lawful agent and Attorney -in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of January, A.D. 1964.

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED)

M. A. KELLY

By D. L. BUCKLER

(SEAL)

Assistant Secretary

Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

ss:

On this 16th day of January, A.D. 1964, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)

FRANK G. MEURER

(SEAL)

Notary Public Commission Expires May 3, 1965

CERTIFICATE

I, R. D. GILLISS, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the attached Power of Attorney dated January 16, 1964, in behalf of Chester Hilliard, et al of Pensacola, Florida, is a true and correct copy and that same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said D. L. BUCKLER and M. A. KELLY, who executed the attached Power of Attorney as Vice-President and Assistant Secretary respectively, were on the date of the execution of the attached Power of Attorney the duly elected Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and that the said D. L. BUCKLER was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact or to authorize any person or persons to execute on behalf of the Company any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto as provided in said Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 18th day of June, 1965

HOWARD H. JONES,

PLAINTIFF

vs

JULIA BROADBUSH,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6523

1.

The Plaintiff claims of the Defendant the sum of SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$778.00), due from her by account on the 15th day of March, 1965, which sum of money, with the interest thereon is still unpaid.

2.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$558.00), due from her for merchandise, goods and chattels sold by the Plaintiff to the Defendant on the 15th day of March, 1965, which sum of money, with the interest thereon is still unpaid.

3.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED DOLLARS (\$200.00), as rent for fixtures and equipment leased to the Defendant on the premises known as "The Beacon" 218 Fairhope Avenue, Fairhope, Alabama, which sum of money, with the interest thereon is still unpaid.

FILED  
MAY 19 1965  
ALICE L. DUCK, CLERK  
REGISTER

WILTERS, BRANTLEY & NESBIT

By: [Signature]  
Attorney for the Plaintiff

*Def. in. F'hope*

AT LAW

CASE NO.

Plaintiff

vs

Defendant

11-11-11

MAY 19 1965

OLGA  
ANDERSON

WILTERS & BRANTLEY  
Attorneys at Law  
Bay Minette, Alabama

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Julia Broaddus

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed

in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

.....Julia Broaddus....., Defendant.....

by .....Howard H. Jones.....

....., Plaintiff.....

Witness my hand this.....19.....day of.....May.....1965.....

.....Alice J. Luck....., Clerk

Page.....

STATE OF ALABAMA

## Baldwin County

CIRCUIT COURT

Howard A. Jones

Plaintiffs

v.9

Julia Broadus

## Defendants

## SUMMONS AND COMPLAINT

Filed May 12 1900

Clerk

Walters, Brantley & Nesbit  
Plaintiff's Attorney

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

May 19 1965

Sheriff

I have executed this summons

this May 21 1945  
by leaving a copy with

Julia Broadus

70

miles at

BY 103 DEPUTY SHERIFF

Taylor Wilkins Sheriff

Roy Randall Deputy Sheriff

7/1/20

HOWARD H. JONES, )  
Plaintiff )  
VS )  
JULIA BROADDUS, )  
Defendant )

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW  
CASE NO. 6523

Comes now the Defendant in the above styled cause and demurs to the Plaintiff's Complaint and each count thereof separately and severally says:

1.

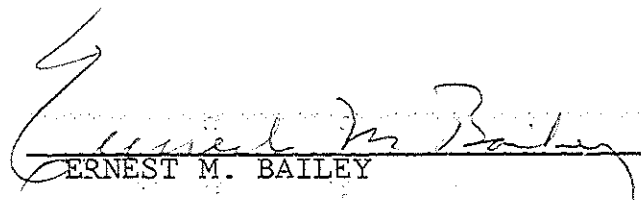
The Complaint does not state the amount of interest due and for aught that appears the interest may be usurious.

2.

The Complaint does not state what merchandise, goods and chattels were sold by the Plaintiff to the Defendant.

3.

The Complaint does not state whether the lease referred to was oral or written for aught that appears the lease referred to in the Bill of Complaint was a written lease, a copy of which is not attached to the Bill of Complaint.

  
ERNEST M. BAILEY

FILED

July 7 1933

CLERK OF COURT  
BALDWIN COUNTY, ALABAMA

4523

DEMURRER

HOWARD H. JONES,

Plaintiff

VS

JULIA BROADDUS,

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6523