

GIBBONS & STOKES

ATTORNEYS AT LAW
201 AMERICAN NATIONAL BANK BUILDING
BIENVILLE OFFICE
MOBILE, ALABAMA
TELEPHONE 433-2611

E. GRAHAM GIBBONS
B. F. STOKES, III

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA, 36601

December 27, 1965

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

RE: Midland Guardian vs. Lonnie Wright
Circuit Court Case No. 6774
Baldwin County, Alabama

Dear Mrs. Duck:

I enclose the following:

- (1) Non-Military affidavit pertaining to the defendant.
- (2) Conditional Sales Contract.
- (3) Motion for judgment by default.
- (4) Check for \$29.40 to cover the court costs.

As more than 30 days have elapsed since the defendant was served with the complaint, please present the matter to Judge Mashburn and request a judgment by default. If anything further is needed, please advise. I would appreciate it if you would let me know as soon as the judgment is entered.

Sincerely yours,


B. F. Stokes, III

BFS:sh

Encl's: as indicated above.

GIBBONS & STOKES

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201 AMERICAN NATIONAL BANK BUILDING

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MOBILE, ALABAMA

TELEPHONE 433-2611

E. GRAHAM GIBBONS
B. F. STOKES, III

November 17, 1965

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA, 36601

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

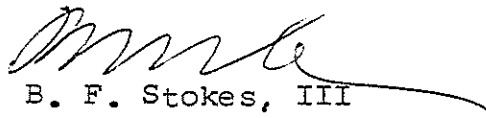
Re: Midland Guardian of Pensacola, Inc., a corporation vs
Lonnie L. Wright

Dear Mrs. Duck:

I enclose a detinue suit styled as above. In addition, I enclose the detinue bond and affidavit. Please be so kind as to submit this matter to the sheriff at your very earliest opportunity.

Thank you for your cooperation.

Sincerely yours,


B. F. Stokes, III

BFS:jrc

Enclosures

THE STATE OF ALABAMA,
Mobile County

DETINUE AFFIDAVIT

NOTARY PUBLIC

PERSONALLY appeared before me, ~~John E. Mandeville, Clerk of the Circuit Court~~ of Mobile County,

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

to-wit: One (1) 1965 model Marlette Housetrailer, 55' x 10'
Serial or Identification No. G3-55FKET41578

belongs to Midland Guardian of Pensacola, Inc. the said Plaintiff.

Sworn to and subscribed the 17th day
of November, 1965, before me.
James R. Cooper, Clerk.
Notary Public

J. F. Stallworth

No. 6774

CIRCUIT COURT

MOBILE COUNTY

MIDLAND GUARDIAN OF PENSACOLA,
INC., a corporation, Plaintiff

VS. } Detinue Affidavit
and Bond

LOWNIE L. WRIGHT,

Defendant

Filed 18 day of Nov 1965

Alfred J. Wright
Clerk Circuit Court, Mobile County

Attorney

THE STATE OF ALABAMA
MOBILE COUNTY.

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, Midland Guardian of Pensacola, Inc., a corporation as principal, and Fidelity & Deposit Co. of Maryland as surety

are held and firmly bound unto Lonnie L. Wright

heirs, executors and administrators, in the sum of Two Thousand and no/100 (\$2,000.00) 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 17th day of November, A. D. 1965

The Condition of the above Obligation is such, That whereas the above bounden Midland Guardian of Pensacola, Inc., a corporation has, on the 17th day of November 1965, sued out from the office of the Clerk of the Circuit Court of Baldwin ~~Xoxie~~, in the State of Alabama, a Writ of Detinue, returnable to the present term of said Circuit Court of Baldwin ~~Xoxie~~ against the said Lonnie L. Wright

for the recovery of the following property.
to-wit One (1) 1965 model Marlette Housetrailer, 55' x 10'
Serial or Identification No. G3-55FKET41578

NOW, if the said Midland Guardian of Pensacola, Inc. shall fail in said suit, and shall pay to the said Lonnie L. Wright 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.

MIDLAND GUARDIAN OF PENSACOLA, INC., a corporation

BY: J. J. Desseaux (Seal)

FIDELITY & DEPOSIT CO. OF MARYLAND (Seal)

BY: [Signature] (Seal)

*approved 11-18-65
Chief Clerk*

STATE OF ALABAMA

~~County of Mobile~~

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Midland Guardian of Pensacola, Inc., as Principal, and Fidelity & Deposit Co. of Maryland, a Corp., as Sureties, are held and firmly bound unto Lonnie L. Wright

in the sum of Five thousand and no/100 (\$5,000.00) Dollars

for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our heirs, executors and administrators. Sealed with our seals and dated this 17th day of November in the year of our Lord, one thousand, nine hundred and sixty-five

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Midland Guardian of Pensacola, Inc.

did, on the 17th day of November, (1) 1965, sue out in the Circuit Court of Baldwin County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him to take into his possession the following described property, to-wit:

One (1) 1965 Model Marlette Housetrailer
55' x 10', Serial or Identification
No. G3-55FKET41578

which said writ was placed in the hands of Taylor Wilkins Sheriff of the County of Baldwin, on the 17th day of November, 19 65, by taking into his possession the following described property, to-wit:

One (1) 1965 model Marlette Housetrailer
55' x 10', Serial or Identification
No. G3-55FKET41578

and whereas the said Lonnie L. Wright defendant in said writ, has failed and neglected, the 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 is the said Midland Guardian of Pensacola, Inc.

upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment, and pay 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: _____ (Seal)

FIDELITY & DEPOSIT CO. OF MARYLAND
BY: William L. O'Connell (Seal)

Taken and approved this the 26 day of _____

19 65
Taylor Wilkins
Sheriff, ~~Mobile County~~ Baldwin County, Alabama
BALDWIN

No. _____

CIRCUIT _____ COURT

~~MOBILE~~ COUNTY
Baldwin

MIDLAND GUARDIAN OF PENSACOLA,
INC., a corporation,

Plaintiff

VS. { Detinue Forthcoming
Bond by Plaintiff

LONNIE L. WRIGHT,

Defendant

No. _____

CIRCUIT COURT

~~MOBILE~~ COUNTY
Baldwin

MIDLAND GUARDIAN OF PENSACOLA,
INC., a corporation,

Plaintiff

VS. { Detinue Forthcoming
Bond by Plaintiff

LONNIE L. WRIGHT,

Defendant

MIDLAND GUARDIAN OF PENSACOLA

IN THE CIRCUIT COURT OF

INCORPORATED, a corporation

BALDWIN
~~MOBILE~~ COUNTY

PLAINTIFF,

ALABAMA

-versus-

AT LAW

LONNIE L. WRIGHT

DEFENDANT.

CASE NO. 6774

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF MOBILE)

Now comes, ~~STATE OF ALABAMA, MOBILE~~ Sue Harris,

who being first duly sworn, deposes and says that the defendant
herein, LONNIE L. WRIGHT,

was not at the time of the filing of this suit, and is not now
in the Military or Naval Service of the United States.

The Defendant resides at ROBERTSDALE, ALABAMA

Sue Harris

Sworn to and subscribed before me,

this 27th day of DECEMBER, 1965.

Circuit Clerk, MOBILE COUNTY, ALABAMA.

Notary Public

FILED

, Clerk.

CONDITIONAL SALE CONTRACT (Alabama)

Pensacola Florida June 25, 1965
 (City) (State) (Date)
Lonnie Wright **Rosie Wright** (hereinafter called Purchaser) hereby orders and agrees to purchase, and **Eliland Trailer Sales, Inc.** **4331 Mobile Hwy.**
 (Dealer-Seller) (No. and Street)
Pensacola, Florida (hereinafter called Seller) hereby sells, subject to the terms and conditions herein set forth, the following described property, (goods) complete with attachments and equipment, delivery and acceptance of which, in its present condition and after careful inspection, is hereby acknowledged by purchaser, viz:

STATEMENT OF TRANSACTION

GOODS	New or Used	Year Model	Make Trade Name	Description and Length of Body	Model Letter or Number	Manufacturer's Serial No.
MOBILE HOME	New	1965	Marlette	55 x 10	Excel	03-55FKET-41578

to be kept at the following address:

Purchaser's residence or business address _____
 No. and Street (City) (State)

 No. and Street (City) (State)

PURCHASER, HAVING BEEN QUOTED BOTH A TIME PRICE AND A LESSER CASH PRICE, HAS ELECTED TO BUY THE MOBILE HOME FOR THE TIME PRICE.

THE TIME PRICE IS \$ 7539.20 LESS TOTAL DOWN PAYMENT OF \$ 500.00
 LEAVING A TOTAL TIME BALANCE OF \$ 7039.20 PAYABLE IN 84 MONTHLY INSTALMENTS OF \$ 83.10 ON THE SAME DAY OF EACH SUCCESSIVE MONTH COMMENCING Aug. 9, 1965 THE FINAL INSTALMENT TO EQUAL THE AMOUNT REMAINING DUE, AND EVIDENCED BY PROMISSORY NOTE OF EVEN DATE BEARING INTEREST ON INSTALMENTS AFTER MATURITY AT THE HIGHEST LAWFUL RATE, DETACHMENT OF WHICH NOTE IS HEREBY AUTHORIZED.

NOTICE OF PROPOSED INSURANCE (Creditor-Debtor Insurance Only): The undersigned hereby takes notice, that subject to the acceptance by American Bankers Life Assurance Company of Florida, Miami, Florida, the credit insurance coverage provided herein is effective as of the date of his indebtedness to the creditor and for a period not to exceed the scheduled maturity date of the indebtedness.
 Life Insurance — for an amount necessary at any time to pay the balance owed on such indebtedness, less any instalments then due and unpaid, or \$10,000.00, whichever is less. The rate for the life insurance shall be .0075 of the initial amount of life insurance per annum.
 Permanent Total Disability Benefit — When the Debtor has become disabled as the result of bodily injury occurring or sickness contracted during the term of said indebtedness so that he is prevented from engaging in any occupation or performing any work for wage or profit for more than 30 consecutive days, the Insurer will pay to the Creditor in a single sum for the period from the 31st day of such disability an indemnity equal to 1/30th of the Insured Debtor's monthly instalment and, in addition thereto, the Insurer will pay to the Creditor a Daily Indemnity for each day of disability thereafter. The rate for the Permanent Total Disability Benefit shall be .005 of the initial amount of life insurance per annum.
 In the event of termination of such insurance prior to the scheduled maturity of said indebtedness any refund of premium shall be paid or credited to the person created therefor; said refund shall be calculated in accordance with the formula commonly known as the "RUBIN" formula.

TITLE TO THE PROPERTY IS RETAINED BY SELLER UNTIL SELLER'S LIFE INSURANCE IS PAID IN FULL WHEN TITLE SHALL PASS TO PURCHASER.

STATE OF ALABAMA
 COUNTY OF DADE
 I certify that this instrument was filed
 and the following tax collected: 1.00

JUL 2 1965
 Deed \$ 52 Mon. \$ 10.65 Recorded in mtg
 Book 483
 Page 87 Harry D. Oliver Judge of Probate
 By _____

FILE
 483
 PAGE
 87

Witness

Witness

Lonnie L. Wright (Seal) Purchaser
Rosie Wright (Seal) and Co-Purchaser

FILED

JUL 28 1965

CLERK
REGISTEREliland Trailer Sales, Inc.
 (Name of Seller)

(SEAL) Title Secy.

Signature
 of
 (Seller)
 Dealer

CONDITIONAL SALE CONTRACT (Alabama)

Pensacola Florida June 25, 1965
 (City) (State) (Date)
Lonnie Wright **Rosie Wright** (hereinafter called Purchaser) hereby orders and agrees to
 purchase, and **Eliland Trailer Sales, Inc.** **4331 Mobile Hwy.**
 (Dealer-Seller) (No. and Street)

Pensacola, Florida (hereinafter called Seller) hereby sells, subject to the terms and conditions herein set
 forth, the following described property, (goods) complete with attachments and equipment, delivery and acceptance of which,
 in its present condition and after careful inspection, is hereby acknowledged by purchaser, viz:

STATEMENT OF TRANSACTION

GOODS	New or Used	Year Model	Make Trade Name	Description and Length of Body	Model Letter or Number	Manufacturer's Serial No.
MOBILE HOME	New	1965	Marlette	55 x 10	Excel	G3-55FKET-41578

to be kept at the following address: _____
 No. and Street (City) (State)

Purchaser's residence or business address _____
 No. and Street (City) (State)

PURCHASER, HAVING BEEN QUOTED BOTH A TIME PRICE AND A LESSER CASH PRICE, HAS
 ELECTED TO BUY THE MOBILE HOME FOR THE TIME PRICE.

THE TIME PRICE IS \$ 7539.20 LESS TOTAL DOWN PAYMENT OF \$ 500.00
 LEAVING A TOTAL TIME BALANCE OF \$ 7039.20 PAYABLE IN 84 MONTHLY INSTALMENTS
 OF \$ 83.40 ON THE SAME DAY OF EACH SUCCESSIVE MONTH COMMENCING AUG. 9,
1965

THE FINAL INSTALMENT TO EQUAL THE AMOUNT REMAINING DUE, AND EVIDENCED BY
 PROMISSORY NOTE OF EVEN DATE BEARING INTEREST ON INSTALMENTS AFTER MATURITY AT THE
 HIGHEST LAWFUL RATE, DETACHMENT OF WHICH NOTE IS HEREBY AUTHORIZED.

NOTICE OF PROPOSED INSURANCE (Creditor-Debtor Insurance Only): The undersigned hereby takes notice, that subject to the acceptance by American
 Bankers Life Assurance Company of Florida, Miami, Florida, the credit insurance coverage provided herein is effective as of the date of his indebtedness to the
 creditor and for a period not to exceed the scheduled maturity date of the indebtedness.
 Life Insurance — for an amount necessary at any time to pay the balance owed on such indebtedness, less any instalments then due and unpaid, or \$10,000.00,
 whichever is less. The rate for the life insurance shall be .0075 of the initial amount of life insurance per annum.
 Permanent Total Disability Benefit — When the Debtor has become disabled as the result of bodily injury occurring or sickness contracted during the term of
 said indebtedness so that he is prevented from engaging in any occupation or performing any work for wage or profit for more than 30 consecutive days, the Insurer will
 pay to the Creditor in a single sum for the period from the 31st day of such disability an indemnity equal to 1/30th of the Insured Debtor's monthly instalment and,
 in addition thereto, the Insurer will pay to the Creditor a Daily Indemnity for each day of disability thereafter. The rate for the Permanent Total Disability Benefit
 shall be .0050 of the initial amount of life insurance per annum.
 In the event of termination of such insurance prior to the scheduled maturity of said indebtedness any refund of premium shall be paid or credited to the person
 entitled thereto; said refund shall be calculated in accordance with the formula commonly known as the "Rule of 78".

TITLE TO THE PROPERTY IS RETAINED BY SELLER UNTIL THE BALANCE IS PAID IN FULL
 WHEN TITLE SHALL PASS TO PURCHASER.

STATE OF ALABAMA
 I certify that this instrument was filed
 and the following tax collected

JUL 2 1965
 Deed \$ 52 Mon. \$ 10.65 Recorded in mtg
 Book 483 Page 87
Harry Deline
 Judge of Probate

Witness George Eliland

Witness _____

Lonnie S. Wright (Seal) Purchaser
Rosie Wright (Seal) and
 Co-Purchaser

FILED

DEC 28 1965

Alice L. Dyer, CLERK
 REGISTER

385

Eliland Trailer Sales, Inc.
 (Name of Seller)

(Signature of Owner, Partner or Officer)

(SEAL) Title Secy.

Signature
 of
 (Seller)
 Dealer

MIDLAND GUARDIAN OF PENSACOLA	)	IN THE CIRCUIT COURT OF
INCORPORATED,)	
a corporation,	)	BALDWIN COUNTY
Plaintiff,	)	ALABAMA
VS.)	
LONNIE L. WRIGHT,	)	AT LAW
Defendant.	)	CASE NO. _____
)	

MOTION FOR JUDGMENT BY DEFAULT

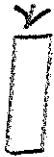
Comes now the plaintiff in the above styled cause and shows unto the court that more than thirty days have elapsed since the defendant herein was served with the complaint and summons; and that said defendnat is in default, in that he has failed to plead, answer or demur to said complaint within the time allowed by law.

WHEREFORE, plaintiff moves for a judgment by default.

ATTORNEY FOR PLAINTIFF
P. O. Box 293
Mobile, Alabama

FILED
DEC 24 1965
AUG. 1. 1966
CLERK
REGISTER

THE TRAILER



.6 mile

SOUTH

← OLIVER TRACTOR

MILWAUKEE AVENUE

ROBERTSDALE

NORTH

E

W

MIDLAND GUARDIAN OF PENSACOLA,	)	IN THE CIRCUIT COURT OF
INCORPORATED, a corporation,	)	BALDWIN COUNTY,
Plaintiff	)	ALABAMA
VS	)	AT LAW
LONNIE L. WRIGHT,	)	CASE NO. <u>6774</u>
Defendant)	

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

One (1) 1965 model Marlette Housetrailer, 55'x10'
Serial or Identification No. G3-55FKET41578

with the value of the use thereof during the detention, viz:

From, to-wit, September 9, 1965, said above described property being the property of the plaintiff.

B. F. Stokes, III
B. F. STOKES, III
ATTORNEY FOR PLAINTIFF
P. O. Box 293
Mobile, Alabama

Serve the defendant at:

Robertsdale, Alabama at his residence located 6/10 of a mile east of Oliver Tractor Company in Robertsdale, Alabama, or c/o his place of employment, South Baldwin Mills, Robertsdale, Alabama. For the convenience of the sheriff, a brief map sketch indicating the residence of the defendant is attached.

FILED

NOV 18 1965

Alice L. Duck, CLERK
REGISTER

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

No. 6774

To Any Sheriff of the State of Alabama:

19

You Are Hereby Commanded to Summon

Lonnie L. Wright

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

Midland Guardian of Pensacola, Inc. A Corp

Witness my hand this 18th day of Nov., 19 65

Clerk.

COMPLAINT

Plaintiff Versus Defendant

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

Bill of Complaint Attached

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

from 19 to 19

Plaintiff's Attorney.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Midland Guardian
of Pensacola
Plaintiff.

VS.

Lonnie L. Wright
Defendant.

DETINUE SUMMONS AND COMPLAINT

Filed 11-18, 1965

Arice J. French, Clerk.

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.

Arice J. French, Clerk.

Exempted 11-18-65
By taking in possession
the within described
Property 1-1965 model
Marble House trailer 55x10'
Serial # G3-55FRET41578. Pay.
made bond 11/26/65 By
Sidelity & Deposit Co. of Maryland
Property released to Pay.
James Wilkins

Charles C. Chedron

Defendant lives at

RECEIVED

Received in office

NOV 18 1965

19

TAYLOR WILKINS,
SHERIFF

Sheriff.

I have executed this summons

this 11-18, 1965

by leaving a copy with

Lonnie L. Wright

Shut-off distance 50 miles at
per mile Total 50
TAYLOR WILKINS, Sheriff
Chedron
DEPUTY SHERIFF

James Wilkins, Sheriff
Charles C. Chedron, Deputy Sheriff

R. H. Over