

## Birmingham Trust National Bank

Birmingham, Alabama

THIS NOTE IS SECURED BY A CHATTEL MORTGAGE OF EVEN DATE HERewith ON A MOTOR VEHICLE AND EQUIPMENT

\$ 4617.47Birmingham, Alabama, 4-5- 1967

FOR VALUE RECEIVED, the undersigned, jointly and severally promise(s) to pay to the order of BIRMINGHAM TRUST NATIONAL BANK at its Main Office in Birmingham, Alabama, the sum of Fourty Six Hundred Seventy 47 DOLLARS (\$ 4617.47) said amount to be due and payable as follows: 36 monthly installments beginning 5-14-67 and continuing on the same day of each successive month thereafter until the full amount has been paid. Each installment shall be in the amount of \$ 128.26, except the final installment which shall be \$ 128.37 (i.e., 35 payments @ \$ 128.26 and one payment @ \$ 128.37).

Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

This note, including all installments, extensions or renewals hereof, is identified with chattel mortgage of even date covering a certain motor vehicle and personal property and equipment thereon.

This note shall not be binding upon the undersigned unless a draft drawn by the undersigned, or any of them, upon the said Bank for all or any part of the amount of the loan is honored by the said Bank at its main office in Birmingham, Alabama. The said Bank shall be under no obligation to honor any draft drawn by the undersigned, or any of them, for all or any part of the amount of the loan until after the undersigned's loan application, this note and the said chattel mortgage of even date herewith are received by the said Bank at its Main Office in Birmingham, Alabama, and the said loan is accepted and approved by the said Bank at said Main Office. The honoring by the said Bank at its Main Office in Birmingham, Alabama, of a draft drawn by the undersigned, or any of them, for all or any part of the amount of the said loan shall constitute acceptance and approval of the said loan and thereafter this note and the said chattel mortgage of even date herewith shall be binding upon the undersigned.

Time is of the essence. In the event the undersigned shall fail to make any payment as and when due hereunder, or in the event of the death, insolvency (however expressed or indicated) or bankruptcy of the undersigned (or any of the undersigned if more than one), or if an event of default, as defined in the chattel mortgage of even date herewith, occurs, the entire balance of the indebtedness evidenced hereby, less unearned interest, shall, at the option of the holder and without notice, become immediately due and payable.

Each and every maker, surety and endorser hereof hereby severally waives demand, presentment, protest, notice of non-payment or dishonor, notice of suit of, to or against any party hereto, and all other requirements necessary, except for this waiver, to charge or hold any of them liable and do each waive notice of and hereby consent to any and all extensions or renewals of this note or any part hereof from time to time without notice and, as to the debt evidenced hereby or by any renewal thereof, each also waives all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of Alabama or of any other state of the United States. Each and every maker and endorser hereof hereby severally agrees to pay all costs of collecting or securing or attempting to collect or secure this note, or installments due thereon, including a reasonable attorney's fee, for all services rendered in any way in collecting or securing or in attempting to collect or secure the same, whether by suit or otherwise. In the event of the death or insolvency (however insolvency may be evidenced) or of assignment for the benefit of creditors or writ of garnishment made or issued by or against any maker or endorser hereof, the owner or holder hereof may, solely at its option, withhold any funds or credit held by it on deposit, in trust or otherwise for the account of any such maker or endorser for application toward the payment of this note at maturity. Neither the owner or holder hereof nor the bank at which this note is payable shall be liable to anyone for failure to withhold any such amounts or to apply, at or after the maturity hereof, any amounts on deposit with either toward the payment of the debt evidenced hereby, nor shall either be liable for any omission in respect of the same.

Any provisions of this note prohibited by the law of any state or held invalid in any state shall as to such state be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.

This note is executed under the seal(s) of the undersigned.

Signature H. J. Williams (L.S.)

Address At 1 Box 119A Daphne AL.

Phone 432-2373

Signature \_\_\_\_\_ (L.S.)

Address \_\_\_\_\_

Phone \_\_\_\_\_

No. 2111 176011

# 5910

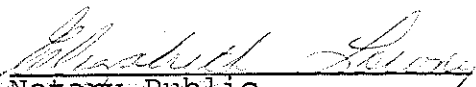
We certify that this is a true and correct copy of  
the note which we hold on the automobiles described  
in the attached chattel mortgage.

Birmingham Trust National Bank

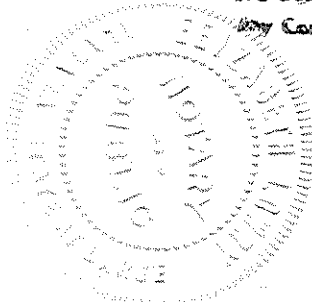
By: 

Sworn before me this

23 day of January, 1968.

  
Notary Public

My Commission expires February 16, 1970



# CHATTEL MORTGAGE

Form 482 Revised

STATE OF ALABAMA

JEFFERSON COUNTY

KNOW ALL MEN BY THESE PRESENTS:

The undersigned (hereinafter referred to as "Mortgagor"), in order to

secure an indebtedness of Forty Six Hundred Seventy Five DOLLARS (\$ 4617.47) due to MAIN OFFICE BIRMINGHAM TRUST NATIONAL BANK (hereinafter referred to as "Mortgagee"), located at Birmingham, Alabama, arising by reason of a loan in said sum this day made at Birmingham, Alabama by Mortgagee to Mortgagor, which indebtedness is evidenced by promissory note of Mortgagor of even date herewith for the sum above set forth, bearing interest as more particularly set out in said note, and also to secure any and all renewals of said note in whole or in part, does hereby sell, assign, transfer, set over and convey to Mortgagee the following described motor vehicle together with all parts, equipment and accessories now or hereafter attached to said property:

Make of Automobile	Serial Number	Motor Number	Body Style	Model	Year	New/Used	License
<u>Cadillac</u> <u>chevrolet</u>	<u>44584</u> <u>1365070143810</u>		<u>2-door</u> <u>2-door</u>	<u>62</u> <u>62</u>	<u>67</u> <u>67</u>	<u>NEW</u> <u>NEW</u>	

TO HAVE AND TO HOLD said motor vehicle unto the Mortgagee, its successors and assigns forever.

Mortgagor covenants that said motor vehicle is now located and will be kept in the county of Baldwin State of ALA and that Mortgagor is the lawful owner of said motor vehicle, has a good right to mortgage same, as aforesaid and that the same is free and clear of all encumbrances; and Mortgagor further covenants to forever warrant and defend the title to said motor vehicle against any adverse claims.

PROVIDED AND UPON CONDITION, HOWEVER, that if said Mortgagor shall pay or cause to be paid the indebtedness secured hereby in accordance with the terms of that certain promissory note of even date herewith for the amount above set forth, executed by Mortgagor and payable to the order of MAIN OFFICE BIRMINGHAM TRUST NATIONAL BANK, and any renewals or extensions of said note, or any part thereof, and shall faithfully perform each of the covenants, stipulations and agreements herein contained on Mortgagor's part to be performed, then this instrument shall be void; otherwise to remain in full force and effect.

Mortgagor agrees to use said motor vehicle with reasonable care, skill and caution and keep the same in good repair, without any liability on the Mortgagee, not to permit same to be damaged, injured or depreciated, reasonable wear and tear excepted, and to pay all taxes, licenses, assessments or charges which may be levied against said motor vehicle or against this instrument or the indebtedness secured hereby.

Mortgagor agrees to keep said motor vehicle insured against fire, theft, and collision in companies acceptable to the Mortgagee, in amounts not less than the sums due Mortgagee, loss, if any, payable to Mortgagee and its assigns as its interest may appear. In the event of failure of Mortgagor to do so, Mortgagee may at its option take out such insurance and the cost of such insurance shall be a debt of Mortgagor payable on demand with interest, in addition to the debt hereby specially secured, and shall be covered by this mortgage. Any and all insurance policies covering said motor vehicle now or hereafter obtained by Mortgagor or for the account of Mortgagor are hereby assigned to Mortgagee as additional security for the obligation secured by or under this instrument, and accordingly, all amounts paid under such policies for loss or damage, as premium refunds, as dividends, or otherwise shall be paid to Mortgagee by the insurer and shall be applied toward payment of the obligation secured hereby, the excess if any to be paid by Mortgagee to Mortgagor. Such assignment is in addition to the obligation of Mortgagor hereunder to make the loss, if any, under such policies payable to Mortgagee and Mortgagee's assigns as interest may appear.

Mortgagor agrees not to sell, assign, or dispose of said motor vehicle or any interest therein, or attempt to do so and agrees not to remove or permit the same to be removed from the County where, as stated above, it is now located and will be kept, for a period longer than one month without the written consent of the Mortgagee. Mortgagor agrees not to encumber said motor vehicle or permit any encumbrances or lien of any character whatsoever against the same, or to hire said motor vehicle to any person or persons or permit the same to be used as a taxi for hire, or to use said motor vehicle or to cause or permit the same to be used for the transportation of alcoholic beverages or any other article or commodity the transportation of which is prohibited by any Federal or State statute, or to use said motor vehicle or cause or permit the same to be used for any unlawful purpose whatsoever, and in the event that any proceedings are instituted for confiscation of said motor vehicle Mortgagor agrees to pay Mortgagee, on demand, all expenses, including court costs, reasonable attorney's fees, bond premium, and the like, which Mortgagee incurs by reason of such proceeding, and such expenses shall become a part of the debt hereby secured.

Time is of the essence. In the event that, for any reason wholly within the discretion of Mortgagee, the said motor vehicle shall cease to be satisfactory security to Mortgagee, Mortgagor agrees to give unto Mortgagee such additional security for the payment of said indebtedness as Mortgagee demands. If Mortgagor fails to give any such additional security, or if Mortgagee shall for any reason wholly within its discretion deem its position insecure or unsafe or feel that the mortgaged property is endangered or shall fear waste of the security, or if Mortgagor shall default in payment of the indebtedness or any installment thereof due under the aforesaid promissory note of even date herewith or any renewal or extension thereof, or if a petition under the Bankruptcy Act or any amendment thereof shall be filed by or against Mortgagor, or if Mortgagor shall make an assignment for the benefit of his creditors or if a Receiver is appointed for Mortgagor, or if the mortgaged property be seized by legal process instituted by any person, corporation or public officer whatsoever, or if Mortgagor shall fail to keep and perform any of the covenants, stipulations and agreements herein contained on Mortgagor's part to be performed, then, in any one of said events (each of which is hereby defined to be an "event of default") the entire indebtedness hereby secured and then unpaid, less unearned interest, shall at the option of Mortgagee without notice to Mortgagor, or anyone else, become immediately due and payable and Mortgagee is hereby authorized to at once take possession of said motor vehicle and all equipment, accessories or repairs thereof (which shall be considered a component part thereof and subject to this mortgage), without notice to or demand upon Mortgagor or anyone else and with or without legal procedure, and Mortgagor agrees that Mortgagee, its agents, servants, or assigns may enter upon the premises of Mortgagor or into any place where said motor vehicle might be, with or without legal process, and, if found, Mortgagee may take possession thereof; and with or without taking possession of said motor vehicle, Mortgagee may sell the same with or without notice, either at private sale or public sale in such place as said motor vehicle may be found or at such other place as Mortgagee may deem appropriate and conducive to obtaining a fair and reasonable price. Where sold by public sale, five days' notice of the day, time, place, and terms of such public sale shall be given by publication one time in some newspaper of general circulation in the county where the sale is to be held. The proceeds of such private or public sale will be applied first to all costs and expenses of Mortgagee in pursuing, taking, keeping, advertising and selling said motor vehicle and the payment of reasonable attorney's fees, and second, toward the payment of the indebtedness hereby secured, any surplus remaining to be paid to Mortgagor. And if the proceeds of such sale, having first been charged with the expenses hereinabove set out, shall not be sufficient to pay in full the balance due on said debt, Mortgagor promises to pay in full to Mortgagee the amount of such deficiency upon demand by Mortgagee. Mortgagee or its assigns are authorized to become purchaser at any such public sale. Mortgagee as agent and attorney-in-fact of Mortgagor may execute and deliver to the purchaser at either private or public sale a conveyance of or bill of sale for said motor vehicle containing recitals as to the happening of the default upon which the execution of the power of sale depends, and upon so making said sale and such conveyance Mortgagee, as agent and attorney-in-fact of Mortgagor, shall thereby divest out of Mortgagor all of Mortgagor's right, title or equity in and to said property and vest the same in the purchaser at such sale, all of which such acts and doings of Mortgagee as attorney-in-fact for Mortgagor are hereby authorized, ratified and confirmed. It is hereby agreed that at the time of repossession of said motor vehicle by Mortgagee, Mortgagee may take possession of any property then in said motor vehicle, and shall hold same temporarily for Mortgagor, without any liability on the part of Mortgagee, its successors and assigns, and Mortgagor agrees to indemnify Mortgagee, its successors and assigns against any loss or liability whatsoever on account of taking possession of such other property. Mortgagor hereby expressly waives demand for possession of said motor vehicle prior to the institution by Mortgagee of any lawsuit to obtain possession of same.

This mortgage shall not be binding upon the Mortgagors unless a draft drawn by Mortgagors, or any of them, upon Mortgagee for all or any part of the amount of the loan secured by this mortgage is honored by Mortgagee at its main office in Birmingham, Alabama. Mortgagee shall be under no obligation to honor any draft drawn by Mortgagors, or any of them, for all or any part of the amount of the loan secured by this mortgage until after Mortgagor's loan application, this mortgage and the said note of even date herewith are received by Mortgagee at its main office in Birmingham, Alabama and the said loan is accepted and approved by Mortgagee at said main office. The honoring by Mortgagee at its main office in Birmingham, Alabama of a draft drawn by Mortgagors, or any of them, for all or any part of the amount of the said loan shall constitute acceptance and approval of the said loan and thereafter this mortgage and the said note of even date herewith shall be binding upon the Mortgagors.

It is understood that no waiver or indulgence of any default with respect to any of the terms and conditions hereof shall operate as a waiver of any subsequent default, and no renewal, transfer or assignment of this mortgage or any interest herein shall in any wise release Mortgagor from any obligation hereunder or waive any condition herein.

Mortgagee may by suit or otherwise enforce payment of any and all installments and amounts due hereunder and no legal proceeding shall be deemed a waiver of the right of Mortgagee to take possession of said motor vehicle on default or breach as aforesaid. Mortgagee shall have the right to pursue and enforce one or more of the remedies herein successively or concurrently, the same being cumulative and not exclusive.

Mortgagor agrees to pay to Mortgagee promptly on demand any and all expense which Mortgagee may incur in the enforcement of any right hereunder, including reasonable attorney's fees, bond premium, court costs, and storage and wrecker charges, and the expenses so incurred shall become a part of the debt hereby secured.

Mortgagor does, as a part of this obligation, hereby waive as to the same all rights of exemption of property from levy or sale under execution or other process for the collection of debts under the constitution or laws of Alabama or any other state of the United States.

This mortgage shall apply to and bind Mortgagor, and Mortgagor's heirs, personal representatives, successors and assigns and shall inure to the benefit of the Mortgagee, its successors and assigns.

The term "Mortgagor" shall include all those executing this instrument, and each person executing same shall be jointly and severally bound by the covenants, stipulations and agreements herein contained.

Any assignee of Mortgagee's interest under this mortgage shall be entitled to exercise all the rights and powers of the Mortgagee hereunder.

Any provisions of this mortgage prohibited by the law of any state or held invalid in any state shall as to such state be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.

Executed under the seals of the undersigned this 5 day of April 1967

WITNESS:

W. A. Thompson

Signature H. J. Williams (L.S.)

Signature \_\_\_\_\_ (L.S.)

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons H. J. Williams a/k/a John Williams, 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 Birmingham Trust National Bank, a Corporation.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1968.

Dee J. Smith  
Clerk,

BIRMINGHAM TRUST NATIONAL  
BANK, a Corporation,

Plaintiff,

vs.

H. J. WILLIAMS, a/k/a  
JOHN WILLIAMS,

Defendant.

X  
X IN THE CIRCUIT COURT OF  
X BALDWIN COUNTY, ALABAMA

X AT LAW

X CASE NO. 7972

X

1.

The Plaintiff claims of the Defendant the following personal property, to-wit:

1 1967 Chevrolet Serial #136807B143810 Custom El Camino 8.

1 1962 Cadillac Serial #42586 4 Door.

with the value of the hire or use thereof during the detention, or its alternate value, to-wit: from January 14, 1968, to January 25, 1968.

2.

The Plaintiff claims of the Defendant, the sum of THREE THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 65/100 (\$3,727.65) DOLLARS, due by promissory note made by him on the 5th day of April, 1967, and payable in 35 monthly installments of ONE HUNDRED TWENTY EIGHT AND 26/100 (\$128.26) and a 36th installment of ONE HUNDRED TWENTY-EIGHT AND 37/100 (\$128.37).

The Plaintiff further alleges that the Defendant is in default of the said note in the amount aforementioned, which sum is still due and unpaid. Plaintiff further alleges that the Defendant agreed in the note to pay a reasonable attorneys fee for the collection of the same. Plaintiff avers that the sum of SIX HUNDRED DOLLARS (\$600.00) is a reasonable Attorneys fee, which sum the Plaintiff further claims.

WILTERS & BRANTLEY

BY: 

Attorneys for the Plaintiff

Defendants address is:

Route 1, Box 119A  
Daphne, Alabama

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

No. \_\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon \_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_

\_\_\_\_\_

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_, 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

Birmingham Trust National

Bank, A Corp.

Plaintiff

VS.

H. J. Williams a/k/a

John Williams

Defendant

Detinue Summons and Complaint

Filed 1-25, 1968

Reichman, 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.

Reichman, Clerk

302

Defendant lives at

RECEIVED

Received in office  
MAR 17 1968

ARLICK WILLIAMS

SHERRIFF

, 19

, Sheriff

I have executed this summons

this, 19

by leaving a copy with

, Sheriff

, Deputy Sheriff

Printed by Moore Printing Co.

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

BALDWIN COUNTY

Before me, Amelia G. Perkins, a Notary Public in and for said County,  
personally appeared C. R. Spivey, Jr. who being by me

duly sworn deposes and says that the property sued for in the complaint of Birmingham Trust  
National Bank, a Corporation vs. H. J. Williams a/k/a John Williams filed in said Court, to-wit:

1 1967 Chevrolet Serial #136807B143810 Custom El Camino 8

1 1962 Cadillac Serial #42586 4 Door.

belongs to Birmingham Trust National Bank, A Corporation, the plaintiff.

Sworn to and subscribed before me this 25th Vice President, Birmingham Trust  
day of January, 19 68  
National Bank, a Corp.

Amelia G. Perkins

Notary Public Baldwin County, Ala.

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Birmingham Trust National

Bank, a Corporation, Principal, and

Sureties, are held and  
firmly bound unto H. J. Williams a/k/a John Williams, his heirs, executors and admin-  
istrators in the sum of TWO HUNDRED (\$200.00) - - - - - Dollars,  
for the payment of which we jointly and severally bind ourselves, our heirs, executors and adminis-  
trators.

Sealed with our seals and dated the 25th day of January, 19 68

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

Trust National Bank, a Corporation has on the 25th day of

January, 19 68 sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said H. J. Williams

a/k/a John Williams for the recovery of the following  
described property, to-wit:

1 1967 Chevrolet Serial #136807B143810 Custom El Camino 8

1 1962 Cadillac Serial #42586 4 Door.

Now, if the said Birmingham Trust National Bank, a Corp. shall fail in said suit  
and shall pay to the said H. J. Williams a/k/a John Williams, 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 25 day of W. A. Thompson (SEAL)

January, 19 68 (SEAL)

W. A. Thompson  
Clerk Circuit Court (SEAL)



No.

7972

THE STATE OF ALABAMA

COUNTY

CIRCUIT COURT

Plaintiff

vs.

Defendant

Detinue — Affidavit and Bond

Filed this **FILED** day of \_\_\_\_\_, 19 \_\_\_\_\_

JAN 25 1968

ALICE J. DUCK

Clerk  
REGISTER

# The State of Alabama, { Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Birmingham Trust National  
Bank, a Corporation

and \_\_\_\_\_

are held and firmly bound unto H. J. Williams a/k/a John Williams

in the sum of EIGHT THOUSAND (\$8,000.00) - - - - - Dollars, for the payment of  
which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and ad-  
ministrators.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

The condition of the above obligation is such that whereas the said Birmingham Trust  
National Bank, a Corporation did, on the 25th day  
of January 1968 sue out of the Circuit Court of Baldwin  
County 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: \_\_\_\_\_

1 1967 Chevrolet Serial #136807B143810 Custom El Camino 8.

1 1962 Cadillac Serial #42586 4 Door

which said writ was placed in the hands of Taylor Wilkins and forwarded to Ray D. Bridges  
Sheriff, Mobile County Alabama  
Sheriff of Baldwin County, Alabama, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
and executed by him on the 16th day of March, 1968 by taking into his  
possession the following property, to-wit:

1 1967 Chevrolet Serial #136807B143810 Custom El Camino 8

1 1962 Cadillac Serial #42586 4 Door

And whereas the said H. J. Williams a/k/a John Williams,  
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 Birmingham Trust National Bank, a Corp. 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.

BIRMINGHAM TRUST NATIONAL BANK By:

Assistant Cashier (SEAL)

(SEAL)

(SEAL)

Taken and approved this

26th day of March 1968

Taylor Wilkins  
Sheriff, Baldwin County, Ala.

Should this bond have been offered for security in  
Jefferson County, Alabama, I would approve the same.

*Arthur B. [Signature]*  
Sheriff, Jefferson County, Alabama.

293

REC'D SHERIFF DEPT.  
JEFFERSON COUNTY, ALA.  
MAR 26 4 51 PM '68  
BY \_\_\_\_\_

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

Circuit Court, Baldwin County

REPLEVY BOND  
OF PLAINTIFF

vs.

Taken and approved this \_\_\_\_\_

day of \_\_\_\_\_, 193 \_\_\_\_\_

MOORE PRINTING CO., BAY MINETTE, ALA.

# TAYLOR WILKINS

SHERIFF  
BALDWIN COUNTY  
BAY MINETTE, ALABAMA  
36507

March 12, 1968

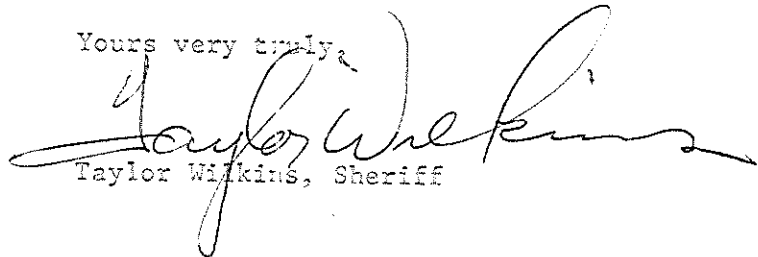
Hon. M. S. Butler  
Sheriff  
P. O. Drawer 4219  
Montgomery, Alabama 36104

Dear Sir:

I am enclosing a detinue in the case of Birmingham Trust National Bank VS John Williams for a vehicle. You have a deputy by the name of Simpson who is familiar with this and if you need further information you may call Mr. Charles Dempsey with the Birmingham Bank and Trust Company, collect. The defendant has been served.

Thanking you for your cooperation in this matter, I am

Yours very truly,



Taylor Wilkins, Sheriff

TW/lj

Enclosure

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons H. J. Williams a/k/a John Williams, 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 Birmingham Trust National Bank, a Corporation.

Witness my hand this 25 day of January, 1968.

Deirdre French  
Clerk,

BIRMINGHAM TRUST NATIONAL  
BANK, a Corporation,

Plaintiff,

vs.

H. J. WILLIAMS, a/k/a  
JOHN WILLIAMS,

Defendant.

X  
X IN THE CIRCUIT COURT OF  
X BALDWIN COUNTY, ALABAMA  
X AT LAW  
X CASE NO. 7972  
X  
1.

The Plaintiff claims of the Defendant the following  
personal property, to-wit:

1 1967 Chevrolet Serial #136807B143810 Custom  
El Camino 8.

1 1962 Cadillac Serial #42586 4 Door.

with the value of the hire or use thereof during the detention,  
or its alternate value, to-wit: from January 14, 1968,  
to January 25, 1968.

2.

The Plaintiff claims of the Defendant, the sum of  
THREE THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 65/100 (\$3,727.65)  
DOLLARS, due by promissory note made by him on the 5th day of  
April, 1967, and payable in 35 monthly installments of ONE  
HUNDRED TWENTY EIGHT AND 26/100 (\$128.26) and a 36th instal-  
lment of ONE HUNDRED TWENTY-EIGHT AND 37/100 (\$128.37).

The Plaintiff further alleges that the Defendant is in default of the said note in the amount aforementioned, which sum is still due and unpaid. Plaintiff further alleges that the Defendant agreed in the note to pay a reasonable attorneys fee for the collection of the same. Plaintiff avers that the sum of SIX HUNDRED DOLLARS (\$600.00) is a reasonable Attorneys fee, which sum the Plaintiff further claims.

WILTERS & BRANTLEY

BY:

*John M Brantley*  
Attorneys for the Plaintiff

Defendants address is:

Route 1, Box 119A  
Daphne, Alabama

FILED

JAN 25 1968

ALICE J. DUCK CLERK  
REGISTER

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

No. \_\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon \_\_\_\_\_

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 \_\_\_\_\_

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_, Clerk

COMPLAINT

\_\_\_\_\_  
Plaintiff

Versus

\_\_\_\_\_  
Defendant

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

*Complaint  
Attached*

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

from \_\_\_\_\_ 19\_\_\_\_, to \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Plaintiff's Attorney.

No. 1972 Page \_\_\_\_\_

State of Alabama  
Baldwin County

CIRCUIT COURT

Birmingham Trust  
National Bank  
262-5711 Plaintiff

VS.

H. J. Williams  
Keith Contractor  
Dayton, Et. Al. Defendant

Detinue Summons and Complaint

Filed FILED, 19

JAN 25 1968

, Clerk

ALICE J. DUCK  
CLERK  
REGISTER

Plaintiff's Attorney

Defendant's Attorney

1900  
2/2/68

RECEIVED IN OFFICE

MAR 14 1968

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 26 day of June 1968

Not found in my County  
after diligent search and  
inquiry.

M. S. Butler, Sheriff  
By C. Huggins DS

M. S. Butler, Sheriff of Montgomery  
County, Alabama, Claim \$1.50 each for  
serving \_\_\_\_\_ process(es) and \$1.00  
travel expense on each of \_\_\_\_\_  
process(es) or a total of \_\_\_\_\_

Deputy Sheriff

Defendant lives at

RECEIVED  
Received in office  
JAN 25 1968

Taylor Wilkins  
SHERIFF

, 19

, Sheriff

I have executed this summons

this 2/2/68, 19

by leaving a copy with

H. J. Williams

Sheriff claims 44 miles at

Ten Cents per mile Total \$ 4.40  
TAYLOR WILKINS, Sheriff

BY Deputy  
DEPUTY SHERIFF

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

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