

ATTACHMENT

THE STATE OF ALABAMA, {  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Exchange Security Bank, A National Banking Institution,

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that  
Henry A. McArthur, Jr.,

is justly indebted to the Plaintiff Exchange Security Bank, A National Banking Institution

in the sum of Two Thousand Five Hundred Fifty-four and 63/100 (\$2,554.63) Dollars, and

\_\_\_\_\_ having made affidavit and given bond  
as required by law, in such cases, you are hereby commanded to attach so much of the estate of  
Henry A. McArthur, Jr., (on the Property described on attached sheet)

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so  
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, on \_\_\_\_\_ Monday of \_\_\_\_\_ 19 \_\_\_\_\_  
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 16th day of August A. D., 1968.

Alice J. Duck Clerk.

EXCHANGE SECURITY BANK, a	§	IN THE CIRCUIT COURT OF
National Banking Institution,	§	BALDWIN COUNTY, ALABAMA
Plaintiff,	§	
VS:	§	AT LAW
HENRY A. McARTHUR, JR.,	§	
Defendant.	§	CASE NO. _____

Pursuant to Attachment prayed for and filed contemporaneously herewith, Plaintiff prays for the attachment of the following described property:

Parcel A - Begin at point 1320 feet south and 463 feet west of west one-fourth corner of Section 20-8-4, then west 200 feet south 696 feet to north bank of Boggy Branch, then north along and with north bank of said Branch, to a point, then north 615 feet to beginning of Section 20-8-4.

Parcel B - Beginning at point 1535 feet south and 363 feet west of west one-fourth corner of Section 20-8-4, then west 80 feet south 415 feet, then northeasterly along and with north bank of Boggy Branch to a point, then north 410 feet to beginning of Section 20-8-4 point Lot 40 Oak River View.

Five room log cabin  
Two tile cabins

McDERMOTT & SLEPIAN  
ATTORNEYS AT LAW  
FIRST NATIONAL BANK BUILDING  
MOBILE ALABAMA

WILLIAM H. McDERMOTT

RONALD R. SLEPIAN

THOMAS E. BRYANT, JR.

EDWARD B. McDERMOTT

36601

MAILING ADDRESS:

POST OFFICE DRAWER 2025

PHONE 432-2632

August 15, 1968

20.8762

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

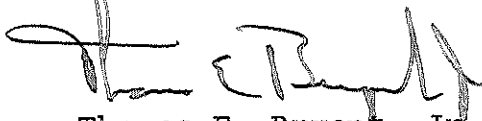
In re: Exchange Security Bank  
-VS-  
Henry A. McArthur

Dear Mrs. Duck:

Please file the enclosed Pleadings and inform this office  
of the case number.

Thanking you for your courtesy and cooperation, I remain

Sincerely,



Thomas E. Bryant, Jr.  
For the Firm

TEB/mt

Enclosures

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 8268

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Henry A. McArthur, Jr. ....

.....

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.....

Henry A. McArthur, Jr., Defendant.....

by Exchange Security Bank, a National Banking Institution, .....

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

Witness my hand this 16th day of August 1968

*Dee J. Duck*, Clerk

EXCHANGE SECURITY BANK, a	§	IN THE CIRCUIT COURT OF
National Banking Institution,	§	BALDWIN COUNTY, ALABAMA
Plaintiff,	§	
VS:	§	AT LAW
HENRY A. MCARTHUR, JR.,	§	
Defendant.	§	CASE NO. <u>8268</u>

COUNT ONE

Plaintiff claims of the Defendant the sum of TWO THOUSAND FIVE HUNDRED FIFTY-FOUR AND 63/100 (\$2,554.63) DOLLARS, damages for the breach of a written agreement entered into between Defendant and Plaintiff on, to-wit: March 13, 1968, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully set out in this Complaint.

The Plaintiff avers that in said written agreement Defendant agreed for the valuable consideration of extending credit to the Defendant in the amount of TWO THOUSAND AND NO/100 (\$2,000.00) DOLLARS, that the defendant would make monthly payments according to said agreement which is made a part of this Complaint. Plaintiff avers that said written agreement further provides that in the event Defendant defaults under the terms of this agreement said Defendant would pay a reasonable attorneys fee. Plaintiff avers that the Defendant became in default under the terms of said agreement by having failed or refused to make the payment due on, to-wit: June 20, 1968 and further Plaintiff avers that it has exercised its option and declared the entire sum due under said agreement immediately payable.

Plaintiff avers that in and according to the terms of said written agreement Defendant did agree to pay a reasonable attorneys fee in the event of default and employment of an attorney to collect the balance due under the terms of said agreement.

WHEREFORE, Plaintiff claims of the Defendant the sum herein above set out, with interest thereon together with a reasonable attorney's fee as provided in the said written agreement.

McDERMOTT & SLEPIAN  
Attorneys for Plaintiff

BY 

THOMAS E. BRYANT, JR.  
Of Counsel

Attachment is issued simultaneously with the filing of the Complaint. The Defendant cannot be located and service may be had in accordance with the statutes relating to attachment, particularly Title 7, Section 852, Code of Alabama.

EXCHANGE SECURITY BANK, a	§	IN THE CIRCUIT COURT OF
National Banking Institution,	§	BALDWIN COUNTY, ALABAMA
Plaintiff,	§	
VS:	§	AT LAW
HENRY A. MCARTHUR, JR.,	§	
Defendant.	§	CASE NO. _____

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McDERMOTT & SLEPIAN  
Attorneys for Plaintiff

BY 

THOMAS E. BRYANT, JR.  
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FILED

AUG 16 1968

ALICE J. DUCK CLERK  
REGISTER



ATTACHMENT

THE STATE OF ALABAMA, }  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Exchange Security Bank, A National Banking Institution,

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that  
Henry A. McArthur, Jr.,

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(\$2,554.63)

in the sum of Two Thousand Five Hundred Fifty-four and 63/100 Dollars, and

\_\_\_\_\_ having made affidavit and given bond  
as required by law, in such cases, you are hereby commanded to attach so much of the estate of  
Henry A. McArthur, Jr., (on the Property described on attached sheet)

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attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, on \_\_\_\_\_ Monday of \_\_\_\_\_ 19\_\_\_\_  
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 16th day of August A. D., 1968

Alice J. Duck Clerk.

EXCHANGE SECURITY BANK, a  
National Banking Institution,  
Plaintiff,

VS:

HENRY A. McARTHUR, JR.,  
Defendant.

§  
§  
§  
§  
§

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. \_\_\_\_\_

Pursuant to Attachment prayed for and filed contemporaneously herewith, Plaintiff prays for the attachment of the following described property:

Parcel A - Begin at point 1320 feet south and 463 feet west of west one-fourth corner of Section 20-8-4, then west 200 feet south 696 feet to north bank of Boggy Branch, then north along and with north bank of said Branch, to a point, then north 615 feet to beginning of Section 20-8-4.

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Five room log cabin  
Two tile cabins

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National Banking Institution,	§	BALDWIN COUNTY, ALABAMA
Plaintiff,	§	
VS:	§	AT LAW
	§	
HENRY A. McARTHUR, JR.,	§	
Defendant.	§	CASE NO. <u>4268</u>

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McDERMOTT & SLEPIAN  
Attorneys for Plaintiff

BY 

THOMAS E. BRYANT, JR.  
Of Counsel

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FILED

AUG 16 1968

ALICE J. DUCK

CLERK  
REGISTER

700.8268

## AFFIDAVIT OF ATTACHMENT

**The State of Alabama, Mobile, County:** Exchange Security Bank, a National Banking Institution, Plaintiff vs. Henry A. McArthur, Jr., Defendant  
CASE NO. \_\_\_\_\_  
In the Circuit Court of Baldwin County, Alabama  
Personally appeared before me, a Notary Public in and for said State and County, ~~John XX XX XX XX XX, Clerk of the Circuit Court of said County~~

who maketh oath and sayeth that Henry A. McArthur, Jr. is  
\_\_\_\_\_ justly indebted to Exchange Security Bank, a national banking institution  
in the sum of Two Thousand, Five Hundred Fifty Four and 63/100-----(\$2,554.63)----- Dollars and that said Defendant has property or effects, liable to satisfy his debts which he fraudulently withholds; the Defendant temporarily resides out of the State of Alabama and the Defendant is secreting himself. so that the ordinary process of law cannot be served upon him, and that an attachment is not sued out for the purpose of vexing or harrassing him, the said Henry A. McArthur, Jr.

Sworn to and subscribed the \_\_\_\_\_  
day of \_\_\_\_\_ 19\_\_\_\_, before me }  
Notary Public XXXXXX }

(ATTACHMENT BOND)

KNOW ALL MEN BY THESE PRESENTS, That we Exchange Security Bank and United States Fidelity & Guaranty Co.  
of the County of Mobile are held and firmly bound unto Henry A. McArthur, Jr.  
in the sum of Two thousand, Five Hundred Fifty Four and 63/100-----(\$2,554.63)----- Dollars, to be paid to the said Henry A. McArthur, Jr.

his certain Attorneys, Executors, Administrators or Assigns, for which payment, well and truly to be made, we bind ourselves and our heirs, executors or administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Our Lord, one thousand, nine hundred and sixty-eight

The Condition of the above Obligation is such, That whereas the above bounden Exchange Security Bank hath the day of the date hereof, before the Clerk of the Circuit Court of Baldwin County ~~Mobile County~~, prayed an Attachment at the suit of Exchange Security Bank against the estate of the above named Henry A. McArthur, Jr.  
Two Thousand Five Hundred Fifty-Four  
for the sum of and 63/100-----(\$2,554.63)----- Dollars and hath obtained the same returnable to the present term of the Circuit Court of Mobile County.

Now, if the said Exchange Security Bank  
Shall prosecute said  
Attachment to effect, and pay to the said Henry A. McArthur, Jr.  
all such damages he may sustain by the wrongful or vexatious suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

IN PRESENCE OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
} (Seal)  
United States Fidelity & Guaranty Co. (Seal)  
BY Miriam Turner (Seal)  
Attorney-in-Fact  
Filed 8-16-68 Property to attach is described on a sheet attached hereto.  
Alfred J. Smith Clerk  
VOL 61 PAGE 351

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 8268

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

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Henry A. McArthur, Jr., Defendant

by Exchange Security Bank, a National Banking Institution,

Plaintiff

Witness my hand this 16th day of August 1968

*W. J. Smith* Clerk

EXCHANGE SECURITY BANK, a	§	IN THE CIRCUIT COURT OF
National Banking Institution,	§	BALDWIN COUNTY, ALABAMA
Plaintiff,	§	
VS:	§	AT LAW
HENRY A. McARTHUR, JR.,	§	
Defendant.	§	CASE NO. _____

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