

The State of Alabama,  
Baldwin County.

Circuit Court, SPRING Session, 1958.

The Grand Jury of said County charge that before finding this indictment

Victor Mizik, whose name is to the Grand Jury otherwise unknown, did falsely pretend to Pete Berger, Jr., with intent to defraud, that he was the lawful owner of a chattel mortgage note for the amount of \$295.00 which note had been executed to the said Victor Muzik by the said Pete Berger, Jr., dated Jan 14, 1957, and, by means of such false pretense, obtained from the said Pete Berger, Jr. one hundred and thirty dollars (\$130.00),

against the peace and dignity of the State of Alabama.

*Kenneth Cooper*  
Solicitor of the Twenty-Eighth Judicial Circuit.

RECORDED

No. ....

The State of Alabama

Baldwin County,

Circuit Court

SPRING SESSION

~~XXXX~~, 19-58

The State

vs.

VICTOR MUZIK

INDICTMENT

FALSE PRETENSES

No. Prosecutor

WITNESSES:

PETE BERGER, JR. 3.25

GUS SCHULTZ 4.75

MRS PETE BERGER, JR. 3.25

GRAND JURY NO. 20

A TRUE BILL

*Emmett Bullock*  
Foreman Grand Jury.

Filed in open Court and in the presence of  
the Grand Jury on the 14 day of

May, 1958

*Deigfrench*  
Clerk.

Presented in open Court to the presiding  
Judge by the Foreman of the Grand Jury, in the

presence of 17 other Grand Jurors.

*Deigfrench*  
Clerk.

Bail fixed \$ 500

*Deigfrench*  
Judge.

*File*

2607

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

October 25, 1957

Mr. Pete Berga, Jr.  
Daphne, Alabama

Re: Farmers & Merchants Bank  
vs: Pete Berga, Jr.

Dear Mr. Berga:

I have for prompt collection your note dated January 14, 1957, in the principal amount of \$295.00 and on which there is a balance due of \$267.00, plus interest and attorney's fees. This note is payable to Victor Muzik, who has assigned it to the Farmers & Merchants Bank of Foley, Alabama.

This debt is secured by one (1) 1949 Model Chrysler Club Coupe, Motor No. C4612282. Please be advised that unless this debt is paid by November 1, or proper arrangements made for payment, suit will be filed against you. If you are unable to pay cash, please deliver the mortgaged automobile to me as attorney for the bank at once.

Yours very truly,



FOREST A. CHRISTIAN

cc Farmers & Merchants Bank  
Foley, Alabama

Oct 27 57

Raymond on car  
more Mad Te  
me Vite Muzel  
Bad dul 137.00

Dear Mr. Cooper,

I rec'd a letter from Mr. Christian asking me to write you and give me some information about my dealings with Victor Mizik. You see Mr. Cooper I trusted Mr. Mizik, as I have know him for so long, and I let him keep all receipts on the car thinking that he was playi fair with me. I didn't know the note <sup>was</sup> assigned to the Farmers & Merchants Bank, untill Oct of 59

when Mr. Chrestian wrote me. Then I went to see Mr. Mizik and ask him about it. He then told me not to worry that he would take care of it. I got to thinking if any one from the bank came up after the ~~car~~ car that I had ~~not~~<sup>no</sup> papers showing I had paid on the car at all, so I ask Mr. Mizik to give me a receipt. And that is the only one I have with his name on it. Mr. Black at

• Fairhope has that one.  
~~I help~~ I kept my receipts  
in a book, and I have  
misplaced them, I looked  
for them and can't find  
them. Is the only receipt  
I have is the one I  
made him give me when  
I got the letter from  
Mr Christian. I know  
this isn't much help  
but it's the best I  
can do.

Yours Truly  
Pete Berga Jr

2607  
CHATTEL MORTGAGE NOTE

9  
\$ 295.00

Foley, Alabama, JAN 14 1957

19

On demand and in installments as provided below I, or we, promise to pay to the order of \_\_\_\_\_

Victor Muzik

at Farmers & Merchants Bank, Foley, Ala., the sum of

Two Hundred Ninety Five - - - - - DOLLARS

for value received at the rate of eight per cent (8%) per annum from maturity.

This note is payable in 10 monthly installments of \$ 28.00 Dollars

each, beginning on the 4th day of Feb 1957 of \$ 15.00 and in the event that any of said monthly installments are not paid when due, the whole of the amount being unpaid shall immediately become due and payable.

In case of any default in payment of this note or any installment thereof, in full, then I, or we, agree to pay, in addition to the above sum and interest, all costs and a reasonable attorney's fee for the collection of the same and I, or we, hereby waive as to this debt all right of exemption under the Constitution and Laws of the State of Alabama, and to secure the payment

of this note, I, or we, hereby GRANT, BARGAIN, SELL and CONVEY unto said Victor Muzik its successors and assigns, the following described chattel property, to-wit:

1949 Model Chrysler Club Coupe Motor No. C4612282;

All or any of which property, after non-payment of this note, or any installment thereof, in whole or in part, may be seized and sold by the said Victor Muzik its agents, successors or assigns, at private sale or public auction for cash at the place where said property is or at Foley, Ala.

after posting for one day or more written notices in three public places in Baldwin County. The proceeds of such sale to be applied, first, to the expense of recording this note and mortgage, advertising, selling, conveying and attorney's fee; second, to the payment of the above sum, and balance, if there be any, to the undersigned.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS:

Pete Berga Jr. (SEAL)

(SEAL)

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

Daphne, Ala.



Farmers & Merchants Bank, Foley, Ala.

Victor Muzik

[illegible]

# APPEARANCE BOND

Printed by Moore Ptg. Co.

The State of Alabama, {  
Baldwin County

We, VICTOR MUZIK, as  
principal, and undersigned as sureties agree to pay THE STATE OF ALABAMA, the sum of  
FIVE Hundred + <sup>39</sup>/<sub>100</sub> DOLLARS  
unless the said VICTOR MUZIK appears at the  
NEXT Term, 1958 of the Circuit Court of Baldwin County, Alabama  
and from term to term thereafter until discharged by law, to answer a criminal prosecution for the offense of

We hereby waive as to all amounts that may become due hereunder the benefit of all laws exempting personal property from levy and sale under execution or other process for the collection of debt by constitution or laws of the State of Alabama, and we hereby severally certify that we have property over and above all debts, liabilities, exemptions and this bond to the amount of: real property of the value of \$2,000.00 and personal property of the value of \$1,000.00.

Sworn to and subscribed before me this the

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_ Baldwin County, Ala.

Taken and approved this the 8 day of May 1958

Bv \_\_\_\_\_, Deputy Sheriff

Victor Muzik L. S.

MOBILE BONDING COMPANY L. S.

Harold Page L. S.

\_\_\_\_\_ L. S.

John W. Wilson, Sheriff

The State of Alabama,  
Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA:

An indictment having been found against

*Victor Muzik*

at the *Spring* Term, 19*54* of the Circuit Court of Baldwin County, for the offense of

*False Pretense*

you are, therefore, commanded forthwith to arrest the said Defendant and commit *him*

to jail, unless *he* give bail to answer said indictment, and that you return this Writ according to law.

Dated this *14* day of *Mar*, 19*54*

*Alfred Hensel*  
Clerk Circuit Court of Baldwin County.

The State of Alabama  
Baldwin County

We, \_\_\_\_\_, as principal and

the other undersigned as sureties, agree to pay the State of Alabama \_\_\_\_\_

Dollars, unless the said \_\_\_\_\_ appears

at the \_\_\_\_\_ Term of the Circuit Court of Baldwin County, and from Term to

Term thereafter until discharged by law, to answer a criminal prosecution for the offense of \_\_\_\_\_

In signing the above bond we and each of us hereby waive all legal rights of exemptions allowed us by the Constitution and laws of the State of Alabama.

Witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

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

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

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

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

Taken and approved \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Sheriff of Baldwin County

Received in Sheriff's Office  
this 4 day of March, 1958  
TAYLOR WILKINS, Sheriff

CAPIAS

No. 20

The State

vs.

Victor Muzick

403 St. Louis (Southland)

Bail fixed in this case in open Court at

\$ 2002

By H. M. Hall  
Judge Presiding.

Attest: Clerk.

RETURNED

3-27-58

Not found in my County after diligent  
search and inquiry.

RAY D. BRIDGES, Sheriff

By M Butts D.S.

Executed this 5 day of May, 1958

By arresting the within

named Defendant

and placing him on Bond

Taylor Wilkins, Sheriff

Deputy Sheriff

O m.

2607