

The State of Alabama, }

Baldwin County

CIRCUIT COURT,

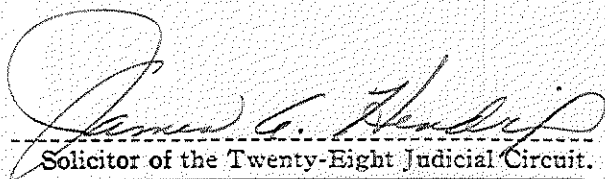
Fall

SESSION, 19 60

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

Otis Hicks, whose name is to the Grand Jury otherwise unknown, did with the purpose to hinder, delay or defraud Clyde Dunn, who had a lawful and Valid claim thereto, under a written instrument, sell or remove personal property, consisting of one 1949 Two door Ford automobile, motor no. 98BA608457, of the value of \$100.00, the said Otis Hicks having at that time a knowledge of the existence of such claim,

against the peace and dignity of the State of Alabama.


Solicitor of the Twenty-Eight Judicial Circuit.

RECORDED

No. _____

The State of Alabama
Baldwin County

Circuit Court

Fall Term, 19 60

The State

vs.

OTIS HICKS

INDICTMENT

Disposing of Mortgage Property

no Prosecutor

WITNESSES:

Clyde Dunn

GRAND JURY NO. 123

A TRUE BILL

George W. Engel
Foreman Grand Jury.

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

Sept, 19 *60*
Reice French
Clerk.

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

the presence of 1 other Grand Jurors.

Reice French
Clerk.

Bail fixed \$ *500*

W. M. Jones
Judge.

THE STATE OF ALABAMA, }

Baldwin County

To Any Sheriff of the State of Alabama:

An indictment having been found against

Otis HicksF. Coat the Fall Term, 1960, of the Circuit Court of Baldwin County, for the offense ofDisposing of Mortgage Propertyyou are, therefore, commanded forthwith to arrest the said Defendant and commit himto jail, unless he give bail to answer said indictment, and that you return this Writ according to law.Dated this 14 day of Sept, 1960Alice J. Duck
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 hands and seals this _____ day of _____, 19____.

(L. S.)

(L. S.)

(L. S.)

(L. S.)

Taken and approved _____ day of _____, 19____.

Sheriff of Baldwin County.

CAPIAS

No. 123

The State

vs.

Otis Hicks

Bail fixed in this Case in Open Court at

\$ 500.00

By H. M. Hall

Judge Presiding

Attest: Alcie J. Duck

Clerk.

Executed this 13 day of Jan, 1911

By arresting the within

named Defendant

and placing him in jail

Rayb. Wilson, Sheriff

W. A. Talbert, Deputy Sheriff

20 miles north of B.M.

3213
STATE OF ALABAMA {

Baldwin County

Case No. 123

No. 11603

The State of Alabama

vs.

In the

Cir Court of
Baldwin County, Alabama

Before me, W. J. Duck, Clerk of the Cir Court of
Baldwin County, Alabama, personally appeared Taylor Wilkins, who being duly sworn deposes and says:

I am the Sheriff of Baldwin County, Alabama. In the above case, in the above mentioned court, in
executing the warrant of arrest or in arresting the said defendant, I or one of my duly authorized deputies,

traveled 40 miles by the most direct route to the point of arrest and return, and I am entitled to
mileage at ten cents per mile to be taxed as costs in the case.

Point of Arrest 20 mi No. 1000 Matt Taylor Wilkins Sheriff

Subscribed and sworn to before me this 16 day of Jan, 1956

Disposition _____ Clerk Circuit Court

After considering the above affidavit made by the Sheriff of Baldwin County, Alabama, I, as the trial
Judge of said court, do hereby approve the claim for mileage in the sum of \$ _____ incurred in the
making of the arrest or executing the warrant of arrest in the above styled cause and I hereby order the
clerk of the court to tax the said sum as part of the costs in said case.

This the _____ day of _____, 195_____

Judge of the above named court

AFFIDAVIT

5213

Printed by Moore Printing Co.

State Of Alabama, }
Baldwin County. }

In the Justice Court of

T. C. HAND

Before me,

T. C. HAND

, Justice of the Peace

in and for said County, personally appeared Clyde Dunn who, being
duly sworn, deposes and says on oath that he has probable cause for believing and does believe that in said County,
on or about 28 September 1959 that one Otis Hicks

with intent injure or defraud Clyde Dunn who had a lawful and valid claim thereto,
under a written instrument, lien, created by law, did sell or remove personal property,
consisting of one 1949 Ford 2 door Sedan Motor No. 98BA608157 valued at \$ 103.50
knowing at the time of such claim against the peace and dignity of the State of Alabama.

Sworn to and subscribed before me this # 2day of October, A. D., 19 59

, J. P.

Clyde Dunn

WARRANT

State Of Alabama, }
Baldwin County. }

To Any Lawful Officer of Said County. Greetings:

You are hereby commanded to arrest Otis Hicks

and bring him

before me to answer the State of Alabama on a chargeSelling, removing, or concealing personal property
covered by lien or claim

and have you then and there this writ with your return thereon

Witness my hand this 2 day of October, 19 59T. C. Hand, J. P.

The State Of Alabama

BALDWIN COUNTY

Justice Court Of

T. C. HAND

AFFIDAVIT

THE STATE OF ALABAMA

vs.

Otis Hicks

Witnesses for the State

Clyde Dunn

RETURNED

12-11-59

NOT FOUND IN MY COUNTY AFTER DILIGENT
SEARCH AND INQUIRY.

EMMETT SHELBY, SHERIFF

By W.E. Ambrose D.S.

DESCRIPTION

Height 5' 7" Weight 155Color W Sex MAge 50 Hair Brown

Address _____

JUSTICE COURT OF
BALDWIN COUNTY

Warrant Of Arrest

THE STATE OF ALABAMA

vs.

Otis Hicks

Executed this the 1 day of Feb 1960

By arresting the within named Defendant

and placing him or her in jailTaylor Wilkins, SheriffW. A. Talbert, Deputy Sheriff

_____, Highway Patrol

Personally appeared the under signed,
who being duly sworn desposes and says:
I am a Deputy Sheriff of Baldwin Co.,
Ala., In the above case, in the above
mentioned Court in executing the warr-
ant of arrest of the defendant. I traveled40
miles by the most direct route to point of
arrest and return, and the Sheriff is en-
titled to mileage at 10c per mile. Point ofarrest: StateSigned Talbert

Subscribed and sworn to before me this

4 day of March 1960D. L. Ladd
Clerk J.P. Court

13830

3213
The State of Alabama,

Baldwin County

JUSTICE COURT OF T. C. HAND
Precinct 4, Bay Minette, Alabama

To Any Sheriff of the State of Alabama:

You are hereby Commanded to Summon Clyde Dunn

personally to be and appear before the Justice Court, to be holden for Baldwin County, at my office on the

12 day of February 9 A.M. 1960, and from day to day of said term,
and from term to term thereafter, until discharged, to give evidence and the truth to speak in behalf of
THE STATE, in a prosecution now pending in said Court, wherein the State of Alabama is plaintiff and

Otis Hicks

Defendant, and have you then and there this Writ, with your endorsement thereon.

Witness my hand this 8 day of February, A. D., 19 60

4306
P. J. Reed
Justice of the Peace

Executed in full, this the

8

day of

Feb

, 1960

Taylor Wilkins

Sheriff

W. C. Tolbert

Deputy Sheriff

2-25

3013

Mr J C Hard dear Mr Hard
I have been sick & very sore I
was down then I have been
down with I have and Rhonema
and throat canors But I will
try to do something about it just
as soon as I can get out next
week please just love with me
a short time I am still in
Bed But Hope to see you soon
Thank you

Yours truly J C Hard

Always also
J C Hard

132.50

DAY MINETTE, ALA.

August 3,

19 59

For value received, the undersigned promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., or order, the sum of

One hundred thirty-two and 50/100 - - -

Dollars,

payable in 5 installments of \$ 26.50 each, except the final installment which shall be \$26.50; the first

installment shall be due on the August 30, 19 59, after date hereof, and one of such remaining installments shall be due on the

30th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid, with interest thereon from

maturity at the rate of eight percent per annum until paid.

Payable at BALDWIN COUNTY BANK, Bay Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against, application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at or before the payment of

this note, we hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of our live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and

description, raised during the year 19 by us or under our direction, including all rents due or to become due us for the year 19 in Baldwin

County, Alabama, or elsewhere. Also

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest:

(Otis Hicks)
(Clyde Dunn)

No. 11414

Due

Perdido, Ala.

125. 6.83 /67

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

(Seal)

(Seal)

(Seal)

STATE OF ALABAMA

COUNTY OF BALDWIN

FOR VALUE RECEIVED, We hereby transfer, set over, assign and deliver the within chattle mortgage note and the debt it was ~~given~~ given to secure to CLYDE M. DUNN, together with all our right, title and interest therein, WITHOUT RECOURSE, this 1st day of October, 1959.

BALDWIN COUNTY BANK

By:  Cashier

3213

BOOK

324

PAGE

453

SHORT CHATTEL AND NOTE

MOORE PRINTING CO., BAY MINETTE, ALA.

\$106.50 Perdido ALA. Sept 11 19 59

March 1st, 1960

after date without grace I

promise to pay to the order of

Clyde M. Dunn, \$26.50 Sept. 30, 1959, and like amount on the 30th of each month until a total of \$106.50 is paid.

DOLLARS

for value received, in lawful money of the United States of America, with interest from

at the rate of per cent per annum until paid.

Payable at

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any county in this State that the payee or assignee elects.

Witness my hand and seal the 11 day of Sept 19 59

Witness

Witness

No. Due

Alvin Hicker

L.S.

L.S.

THE STATE OF ALABAMA, Baldwin COUNTY

WHEREAS, I a m indebted to Clyde M Dunn

in the sum of One Hundred Six & 50/100 Dollars

evidenced by \$26.50 promissory note of even date herewith and due on the 30 day of Sept 19 59,

and to secure the payment of same, I hereby bargain, sell and convey to the said

Clyde M. Dunn

the following property, upon which there is no incumbrance, to-wit:

One 1949 Ford 2 Door Sedan. Motor no 98BA508457

STATE OF ALABAMA BALDWIN COUNTY
Filed 9-28-59
Recorded 9-28-59
and I certify that the following Privilege Tax has been paid.
W.P. Stewart
Judge of Probate
By

to have and to hold unto the said Clyde M Dunn upon this condition: That if all amounts secured hereby are paid when due, this instrument

otherwise to remain in full force, and the said Clyde M Dunn

his agents or assigns, in the event default is made in such payment, are hereby empowered to seize said property, without process, and after giving five days' notice at three public places in the county, to sell the same at public outcry to the highest and best bidder for cash, and apply the proceeds to the discharge of said debt and cost of foreclosure and pay balance to

Given under my hand, this day and date above written.

Witness

Alvin Hicker

Alvin Hicker

(L.S.)

(L.S.)

(L.S.)

M-30
P-100

Do not mail
Will call for
Elyse Dumas

[Handwritten signature]

3213
APPEARANCE BOND

MOORE PRINTING CO., BAY MINETTE, ALA.

The State of Alabama,

Baldwin County

We, Otis Hicks, as
 principal, and undersigned as sureties, agree to pay THE STATE OF ALABAMA, the sum of
three hundred DOLLARS

unless the said Otis Hicks appears at the
Feb 5 Term, 1960 of the Justice Hand Court of Baldwin County, Alabama
 and from term to term thereafter until discharged by law, to answer a criminal prosecution for the offense of

Disposing or Concealing Mortgaged Prop
 We hereby waive as to all amounts that may become due hereunder the benefit of all laws exempt-
 ing personal property from levy and sale under execution or other process for the collection of debt by con-
 stitution 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 4 day of Feb, 1960

Otis Hicks L. S.
U. M. Barrington L. S.
E. W. Hoffman L. S.
Adolph Luther L. S.

Jay Williams, Sheriff
 By Bannan, Deputy Sheriff

Atty. By Horn over plm

This is a good and sufficient bond and if presented to me in my county I would accept same.

TATEOR ~~WILKINS~~, Sheriff

BY Geo. S. Byrnes S.S.

2-1-60
J. H. B. f
J. H. B. f

No. _____

State of Alabama
Baldwin County

_____ Court

Sheriff's Office

The State
vs.

Sheriff's Appearance Bond

Amount of Bond \$ _____

Filed _____, 19 _____

_____, Clerk

3213
APPEARANCE BOND

MOORE PRINTING CO., BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County

We, Atis Hicks, as

principal, and undersigned as sureties agree to pay THE STATE OF ALABAMA, the sum of

\$2000.00 Two Thousand DOLLARS

unless the said Atis Hicks appears at the

March Term, 1961 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

Disposing Mortg. Property

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 19th day of Jan, 1961

By Don Walker, Sheriff

Clavel

L. S.

L. S.

L. S.

L. S.

Sheriff

, Deputy Sheriff

This is a good bond if presented to
me in my county I would approve same?
dated this 18 day Jan 1961

[Signature]
Sheriff

No. 2212

State of Alabama

Baldwin County

Court

Sheriff's Office

The State

vs.

Sheriff's Appearance Bond

Amount of Bond \$

Filed

, 19

, Clerk

[Signature]
1-13-61

3213

Transcript of Criminal Cases from Justice Court of Baldwin County, Ala.

Attorneys	Case	Charge
No. 13830.	THE STATE OF ALABAMA, Vs. Oles Hicks	Selling, removing, or concealing personal property covered by lien or claim

Disposition of Case	Fees	Amount
Affidavit made and Warrant Issued to Clyde Dunn	Judge's Fees	
Returnable Grand Jury	Warrant at 50c, Affidavit at 25c	25
Witness—for State Clyde Dunn	Bond at 50c, Sci Fa. at 50c	
	Witnesses' Recognizances at 25c	
	1 Subpoenas or notice at 25c	25
	2 Continuance at 25c	50
	Trial of Misdemeanor at \$1.00	
	Mittimus at 25c	25
	Judgment on Forfeited Bond at 25c	
	Taking Bond, etc., on Appeal at \$1.00	
	Execution of costs at 25c	
	Constable's Fees	
	Subpoena or Notice at 25c	
	Carrying Defendant before Justice	
	each mile for himself and guard at 10c	
	Arrest 50c	
	Sheriff's Fees	
	Arrest \$1.00, Bond \$1.00, Sci Fa. 50c	7.00
	Guard \$2.00, Finger Printing 100.00	3.00
	1 Subpoenas at 50c, Mileage 40	4.75
	Witness Fees	
	Clyde Dunn Days at 50c	1.50
	Days at 50c	
	Days at 50c	
	Days at 50c	
	Days at 50c	
	Days at 50c	
	Days at 50c	
	Defendant's Costs	
	Witnesses' Recognizance at 25c	
	Subpoenas at 50c	
	Executing Subpoenas	

3213