

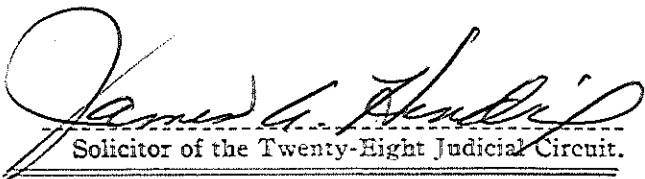
The State of Alabama,
Baldwin County

CIRCUIT COURT, Fall SESSION, 1961

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

L. Neely Stoner, with the purpose to hinder, delay or defraud, Francis Irwin who had a lawful and valid claim thereto, under a written instrument did sell or remove personal property, consisting of one 1956 Fruehauf carter 36 foot steel insulated trailer, number 7318, of the value of \$800.00, the said L. Neely Stoner having at the 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 61

The State

vs.

L. NEELY STONER

Disposing of Mortgage Property

INDICTMENT

no Prosecutor

WITNESSES:

Francis Irwin 1-70-4175

GRAND JURY NO. 118

A TRUE BILL,

William A. Bryant Jr.
Foreman Grand Jury.

Filed in open Court and in the presence of
the Grand Jury on the 13 day of
Sept., 1961.

Reece J. French
Clerk.

Presented in open Court to the presiding
Judge by the Foreman of the Grand Jury, in
the presence of 17 other Grand Jurors.

Reece J. French
Clerk.

Bail fixed \$1500.00

W. H. Moore
Judge.

AFFIDAVIT

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State Of Alabama, }
Baldwin County. }

In the Justice Court of ~~XXXXXXHOWELL~~ G.D. Hines

Before me, ~~XXXXXXHOWELL~~ G.D. Hine, Justice of the Peace

in and for said County, personally appeared Francis Irwin 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 June 17, 1960 that one L. Neely Stoner with the purpose

to hinder, delay, or defraud Francis Irwin, who had a lawful and valid claim thereto, under a written instrument, lien created by law for rent or advances, or other lawful and valid claim, verbal or written, did sell or remove personal property, consisting of one 1956 International Tractor Model #185 motor no. 37221304 and against the peace and dignity of the State of Alabama

Sworn to and subscribed before me this 25 day of May, A. D., 19 61 of Fifteen hundred dollars, the said L. Neely Stoner, having at the time a knowledge of the existence of such claim.

G.D. Hines, J. P. X *J.C. Allen*

WARRANT

State Of Alabama, }
Baldwin County. }

To Any Lawful Officer of Said County, Greetings:

You are hereby commanded to arrest L. Neely Stoner

and bring him before Me to answer the State of Alabama on a charge

Selling, 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 25 day of May 19 61 *G.D. Hines*, J. P.

MITTIMUS OR COMMITMENT

State Of Alabama, }
Baldwin County. }

To the Jailer of Baldwin County:

On complaint of Francis Irwin charging L. Neely Stoner

with the offense of Selling, removing, or concealing personal property covered by lien or claim

it appearing that such offense has been committed, and that there is sufficient cause to believe that

has been guilty thereof, you are therefore commanded to receive him into your custody, and detain him until he is legally discharged.

Dated this 25 day of May, 19 61 *G.D. Hines*
Justice of the Peace.

The State Of Alabama

BALDWIN COUNTY

Justice Court Of

H. D. Henies

M. R. HOWELL

AFFIDAVIT

THE STATE OF ALABAMA

vs.

L. Neely Stoner

Witnesses for the State

DESCRIPTION

Height.....Weight.....

Color.....Sex.....

Age.....Hair.....

Address *Cape Girardeau*

Missouri

118

JUSTICE COURT OF
BALDWIN COUNTY

Warrant Of Arrest

THE STATE OF ALABAMA

vs.

Executed this the.....day of.....19.....

By arresting the within named Defendant

and placing him or her.....

....., Sheriff

....., 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 traveled

.....
miles by the most direct route to point of
arrest and return, and the Sheriff is en-
titled to milage at 10c per mile. Point of
arrest:.....

Signed.....

Subscribed and sworn to before me this

.....day of.....19.....

.....
Clerk J. P. Court

The State Of Alabama

Baldwin County

JUSTICE COURT OF

M. R. HOWELL

H. D. Henies

THE STATE OF ALABAMA

vs.

Mittimus

The State of Alabama

Baldwin County

I,
a Justice of the Peace in and for said State
and County, do and hereby certify that.....

.....
the Defendant; is required to give bail in the
sum of \$..... for his appearance at the
19.....Term of the.....

Court of.....County, Ala.

Given under hand this the.....
day of.....19.....

.....J. P.

THE STATE OF ALABAMA,

DR.

Payable to Taylor Wilkins, Sheriff of Baldwin County.

For removal of L. Neely Stoner charged with: Removing Mtged. Property
from Richmond, Va. County, to jail in Baldwin County. (Use Felony only)

Date or dates of removal March 14, 1962

To	Taylor Wilkins	Sheriff	1	days at \$8.00 per day	\$	8	00
To		Guard		days at \$8.00 per day	\$		
DATE	Commercial Transportation must be tax exempt. ITEMIZATION OF EXPENSES						
3-14-62	Traveling from Bay Minette, Ala. to airport in Mobile County and return 100 mi. @10¢ per mile						10 00
3-14-62	Plane ticket from Mobile, Ala. to Richmond, Va. and return						12130
3-14-62	Plane ticket from Richmond, Va. to Mobile, Ala.						6065
3-14-62	Meal ticket as per receipt						50
3-14-62	Tunnel fare as per receipts						50
Total							20095

Mileage In State Title 11, Sec. 100.

Mileage Out Of State Title 15, Sec. 72

THE STATE OF ALABAMA,

Baldwin County.

I, Alice J. Duck, Clerk of the Circuit Court

in and for said county, do hereby certify that the fees in the case of L. Neely Stoner
have been reported to and docketed, or will be docketed by me, this 14 day of March, 1962

See Title 11, Sec. 102

THE STATE OF ALABAMA,

Baldwin County.

Personally appeared before me Taylor Wilkins, Sheriff of
Baldwin County, who being duly sworn, says the above account for the sum of

\$200.95

...dollars, is correct;

that he has never received the same or any part thereof; that he had_____guard_____employed; that said account embraces, aside from per diem for self or deputy and guard, only actual traveling expenses, and that without any unnecessary delay the nearest route usually traveled was followed.

Sworn to and subscribed before me this 14
day of March, 19 62

Judge of Probate.
(Probate Judge must sign, see Title 11, Sec. 102)

SUPPORTING PAPERS MUST BE ATTACHED

IN STATE

OUT OF STATE

TITLE 15, SEC. 180, 181, 182 & 183

TITLE 15, SEC. 72 & 75, as Amended

A: Solicitor's statement & authorization of Probate Judge

A: Governor's Extradition or Waiver of Extradition signed by Prisoner

B: Receipt & notification from Officer who has
Prisoner in custody

B: Receipts for expenditures

THE USE OF A GUARD MUST BE AUTHORIZED

(Attorney General Opinion 3-27-59)

CHATTEL MORTGAGE

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

1. That WHEREAS L. NEELY STONER

hereinafter called the mortgagor, is indebted to the HOME FINANCE in the sum of \$693.47

*****SIX HUNDRED NINETY THREE AND 47/100*****

DOLLARS

due for money this day loaned, receipt of which is hereby acknowledged, and payable \$63.47 APRIL 21, 1959
AND \$630.00 MAY 21, 1959

at the office of the HOME FINANCE, Foley, Alabama, with interest from date at eight per centum per annum.

2. NOW, in order to secure the prompt payment of aforesaid obligation when due, the mortgagor, for and in consideration of the premises, and the sum of Five Dollars to the mortgagor this day in hand paid by the said HOME FINANCE, the receipt whereof is hereby acknowledged, does hereby SELL, TRANSFER AND CONVEY

the following described property unto the HOME FINANCE, said property being situated at FOLEY

BALDWIN

, Alabama and said property being in the possession of the mortgagor, to-wit:

ONE 1956 FRUEHAUF CARTER 36 FOOT STEEL INSULATED TRAILER EQUIPPED WITH
GASOLINE BUMPER AND BLOWER UNIT ALL COMPLETE

THIS TRAILER AND EQUIPMENT IS GUARANTEED TO BE COMPLETELY COVERED WITH
A NORTH AMERICAN & MUTUAL INSURANCE COMPANIES POLICY OF FIRE & THEFT, WRECKAGE
& P. D. & P. L. AND WILL REMAIN COVERED DURING LIFE OF THIS MORTGAGE.

TRAILER LICENSE TAG 5T2-212 ALA. 1959

TRAILER MANUFACTURED NUMBER TO BE SUPPLIED #7318 X

3. The mortgagor agrees that aforesaid property is not to be removed from Baldwin County, nor the State of Alabama, without obtaining written consent from HOME FINANCE to do so.

4. The mortgagor hereby warrants the title to said property

free from all incumbrances, except: NO EXCEPTIONS

The undersigned warrants that he/she has the sole and exclusive right to sell said property, and will forever defend the said property to said mortgagee, his heirs and assigns, against the lawful demands of all persons.

5. The mortgagee herein agrees that the mortgagor may continue to use this described property until mortgagor should breach one of the conditions shown below. The mortgagor agrees to take good and reasonable care of this property, and to be liable for damages, if any, accruing thereto during the use of said property.

6. BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS: If the Mortgagor shall well and truly pay, or cause to be paid, the said indebtedness, and interest thereon, when due, then this conveyance shall become null and void. But should the undersigned fail to pay this obligation, or fail to make any payment herein set out, with interest thereon at maturity, or should the Mortgagee for any reason feel insecure, or should the Mortgagor file a Debtors Petition in a United States District Court in Bankruptcy, or be adjudicated a Bankrupt, or in the event of sequestration or attachment of any property in the possession of the mortgagor, the mortgagee, his heirs, personal representatives, agents or assigns, may take possession of said property wherever it may be found, and sell said property at public auction or private sale without notice of any kind to the mortgagor, for the purpose of satisfying the aforesaid indebtedness, and the mortgagor agrees to pay any deficiency due after such sale.

7. In the event of default, the mortgagor hereby gives the mortgagee, his agents, heirs, personal representatives and assigns permission to enter, with or without breaking, the premises, including all buildings on which said property is located, and to remove therefrom said property without securing permission from any court to do so.

8. And for the same consideration heretofore set forth in this mortgage, the mortgagor hereby expressly releases and forever discharge the mortgagee, his agents, heirs, personal representatives and assigns from all liability for all damages of whatsoever kind or nature, which may occur from the said entry, and removal of said property.

9. In the event of such sale, either public or private, the said HOME FINANCE, his heirs, assigns, personal representatives, agents and/or attorneys, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance.

10. In the event of default, the mortgagor herein agrees to pay all collection charges and expenses, including a reasonable attorney's fee, which may be incurred in the collection of this debt; and in the event of foreclosure or the mortgagee's, his heirs, assigns, and agents taking possession of said property, the mortgagor herein agrees to pay all collection charges and expenses, including a reasonable attorney's fee, court costs, and/or advertising, which may be incurred, all of which shall be and constitute a part of the debt hereby secured.

11. The mortgagor agrees to pay all recording fees and insurance premiums, and hereby authorizes the mortgagee to pay them which shall be and constitute a part of the debt secured hereby.

12. The mortgagor agrees in the event of a partial or total loss or damage to said property, stored with the mortgagee, that total value shall not exceed the amount of this mortgage.

13. The mortgagor further represents and declares unto said HOME FINANCE, that the titles to said property are in the mortgagor's own right, and that the representations herein made as to the titles and incumbrances are so made with the intent and for the purpose of inducing him to make this loan.

14. The mortgagor further specially waives all exemptions which he may have, or to which he may be entitled under the Constitution and Laws of Alabama in regard to the collection of the above debt.

15. No waiver or change in the terms of this agreement shall be binding on the mortgagee unless evidenced by a writing signed by the mortgagee.

IN WITNESS WHEREOF, the mortgagor has executed this chattel Mortgage, this the 21 day of MARCH 1959

WITNESS:

L. Ford

W. Beck

L. Neely Stoner

(L. S.)

(L. S.)

The State of Alabama, }

Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA:

An indictment having been found against

L. Neely Stiner

at the Fall Term, 1961 of the Circuit Court of Baldwin County, for the offense of

disposing Mortgaged Property

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 13 day of Sept, 1961.

Alvin J. Hester
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

3528

CAPIAS

No. 118

THE STATE

vs.

L. Neely Stoner

Bail fixed in this case in open Court at

\$ 1500.00

By H. M. Hall
Judge Presiding.

Attest: Clerk.

Received in
this 13 day of Sept. 1961
TAYLOR WILKINS, Sheriff

Executed this 15 day of March, 1962

By arresting the within

named Defendant

and placing him in jail

Taylor Wilkins, Sheriff

W. O. Garner, Deputy Sheriff

Richmond Virginia