(147)

TROY FINANCE CORPORATION (

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In the Circuit Court of Baldwin County, Alabama.

CECIL BROOKS.

The plaintiff having filed in this cause its motion for a judgment by default against the defendant, and the same being now submitted for consideration, along with the prooff, and it appearing to the court that the defendant has failed within thirty days after due and legal service of the summons and complaint in the cause to appear in the cause and make, demurrer, plea or other defense thereto, but making default therete, and it further appearing that the defendant failed within the time allowed by law to give bond and take the property sued for in his possession, but the plaintiff having given bond and received the possession of said property, and which is now in its possession;

IT IS CONSIDERED, ORDERED AND ADJUDGED by the court that the plaintiff have and recover of the defendant the property sued for in this suit, together with the costs of suit, for which let execution issue.

This, June $\frac{9^{t}}{}$, 1935.

CIRCUIT JUDGE.

F. M. Hare

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TROY FINANCE CORPORATION (

VS

CECIL BROOKS.

In the Circuit Court of Baldwin County, Alabama.

MOTION.

Comes the plaintiff, Troy Finance Corporation, and moves the court to render a judgment by default against the defendant in the above styled cause, and represents unto the court as grounds thereof, that the summons and complaint in this cause was duly and legally served upon the defendant by the Sheriff of Baldwin County, on the 15th. day of May, 1935, and that thirty days have expired since that service and the defendant has not appeared in said court and filed any plea or demurrer or made other defense thereto.

Wherefore plaintiff requests that this motion be forwarded to the by the Clerk thereof,
Judge of this court/with the papers in the cause, and the proof to be submitted for judgment as here prayed for.

Witness this, the 17th day of June, 1935.

ATTORNEYS FOR PLAINTIFF.

I hereby certify the return of the Sheriff shows that the summons and complaint was served on the defendant in the above styled cause on the 15th day of May, 1935, and no appearance has been made, plea or other defense filed or made in the cause up to this day. Wherefore the motion and proof are hereby transmitted to the Hon. Judge of this court for judgment.

Witness my hand, this, June

Clerk.

No-147 Dray Imm Liled in Office, Tus June 17 1935.

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No 73 73 73 6)

The State of Alabama Baldwin County

CIRCUIT COURT

No. 147 April Term, 1931	
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To Any Sheriff of the State of Alabama -- Greeting:

10 Mily Sherin Of the State of Massa	uaGreening.		4
You are hereby commanded. Th	at of the goods	s and chattels, lands and tenements of -	
Habi Olaz /3/			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
			Defendants,
you cause to be made the sum of			Dollars,
	and the second		
which	- And - Colonia		—Plaintiffs
recovered of Harmon th	. 19	- day of	102/5 1-
			_
the Judgment of our Circuit Court,	held for the Co	ounty of Baldwin, besides the sum of —	
- Eurestein a	$\sqrt{\lambda}$	20/10-	Dollars
			Donars
costs of suit, and have the same to rea	ider to the said	1	
and make return of this Writ and the	execution ther	eof, according to law.	
Interest from		193—, to date of collection.	
	1-		
Witness my hand, this	day of	193	P
		Water Such	Clerk
CLERK'S FEES	AMOUNT	CITED YEAR DEED	1 '
		SHERIFF'S FEES	AMOUNT
For every Summons & Complaint \$1.25	121	For Levying an Attachment \$3.00	1
Each copy thereof 30 Entering a Sheriff's Return 20	30	Entering and Returning Attachment 25	
Docketing 25	25 3	Summoning Garnishee 1.50	1
Entering Appearance 20		Serving Summons on Writ 1.50	
Filings 10 Every order made in Court 30	50	Serving Notice Sci. Fa. Notice, etc. 65 Serving Subpoenas 65	
Every order made in Court 30 Copy thereof 25	30	Empanelling Jury 75	
Every Trial with or without Jury 75	71	Entering and Returning Execution 25	
Entering up Judgment or copy thereof 30	30	Collecting Cost Execution 1.50 Executing a Writ of Possession 2.50	2 3 7
Issuing Execution50Docketing Execution25	50	Taking and Approving Bonds 1.00	*I . I
Entering Return on Execution 20	23	Commissions	
Issuing Subpoenas 30	A. 2	Sheriff's Commission for Property	
Administering Oath 25		Sold under Attachment	
Issuing each Attachment, taking bond 1.00	ا رس بسر ا د	Seizing Personal Property on Writ of Detinue 3.00	370
bond 1.00 Filing Attachment 10	100	- And the first of the second section of the section of the second section of the section of the second section of the sectio	- 3 - 2
Each Summons for Garnishee 50	" "	RECAPITULATION	650
Each Copy 50			
Notice to Deft. in Garnishee on Sum- mons and copy, per 100 words 20		Judgment for Pupily Lengor	
Commissions to take Depositions or	·	Interest from	
75 Copy		Damages	
Order to Execute Writ of Inquiry 30	30	Clerk's Fees	1270
Copy of Interrogatories. 15c per hundred words or 50		Sheriff's Fees	650
Filing each Deposition and en-		Justice of Peace Fees Witness Fees in Justice of Peace Court	
dorsing same 20	·	Constable's Fees	
Final Record, per hundred words 15 Every Certificate 50	500	Commissioner's Fees	
Every Certificate 50 Taking Bond not Otherwise Pro-	,400/pease.	Printer's Fees Witness Fee in Circuit Court	
vided for 75	.	Former Clerk's Fee	
Witness Certificates 25		Stenographer's Fee \$5.00	
Continuance 10 Certificate of Judgment 50	50	Trial Tax \$3.00	300
Order of Publication 1.00			
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The State of Alabama, Baldwin County

CIRCUIT COURT

That we TR	OY FINANCE CORPORATION, as principal, as surety,
Know all Men by these Presents, That we,	as surety.
d LANE ENZOR AND L.C. POWELL	
eld and firmly bound unto Cecil Brooks	Dollars,
	11
e sum oi	ourselves and each of us, our and each of our heirs, executors, and
which payment, well and truly to be made,	nts
inistrators, jointly and severally, firmly by these preser	May , 1935.
inistrators, jointly and severally, firmly by these present Sealed with our seals, and dated this	day of
The Condition of the above Obligation is such	, That whereas, the above bound Troy Finance Corpo-
5 - G the Circuit	Court of Baldwin County, against the said
S this day commenced 105 suit in the Oncor	
Cecil Brooks	e Ford Truck, described as being 12 and with motor No. 1342568, 1935 Model.
the recovery of the following property, to wit: On	e Ford Truck, description and with motor No. 1342568, 1935 Model.
ons capacity, Closed Cab body,	and With motor not I
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200 A	
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TANAL A TO STORY MALE	
	The second secon
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	belongs toit, and entering into this bond, has obtained an ord
and affidavit that the property sued for	belongs to, and entering into this source,
of the State aloresale to take a	
Now, if the said Troy Finance	Corporation shall fail on s
Now, if the said	COPPORATION ges as he may sustain by the wrongful complaint, then this obligation to THEY FINANCE CORPORATION
suit, and pay the Defendant and state void; otherwise to remain in full force and effect.	11 711 18 100
void; otherwise to remain	De July Marine (II.
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Approved this 15 ed day of 1700	La Carrier (L.

AFFIDAVIT	IN	DETINITE

	COUNTY
	448-4
THE STATE OF ALABAMA,	COUNTY
Before me,	
personally appeared	, who,
naving been by me duly sworn, deposes and says that the follo	owing property, to wit:
angan nagatawa katangan jangan pada nagarangan katanan nagarangan katanan nagarangan katanan nagarangan katana Katanangan	
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	1 S Alexandra Company
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for the recovery of whice	chhehainstituted suit this day in the Circuit
Court ofCounty against	
	is the property of, the affiant.
Sworn to and subscribed before me thisday	of 10
Sworth to stid subscribed perote the titls	y VI, 19

labama County	WION	N DETINUE 19 35		
te of A Baldwin	JE CORPORI C To C	AND BOND IT	parte 110° pateneo ° 11022 1199 ali di parengia d'isa parti 1191 ali di parengia d'isa parti 1191	
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Sworn to and subscribed before me thisday of, 19, 19	is the property of, the affant.	for the recovery of which he ha instituted suit this day in the Circuit Court of County against.						personally appeared	THE STATE OF ALABAMA,COUNTY	THE STATE OF ALABAMA, COUNTY	AFFIDAVIT IN DETINUE	
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has delivered to the said I the said property taken into his possession: Now, then	refore. if
said Troy Finance Corporation	
the Plaintiff aforesaid, shall deliver the said property to Cecil Brooks,	
the said Defendantwithin thirty days after judgment, and pay damages for the detention of t	he property,
and costs of suit, in case 1t shall fail in said suit, then this obligation to be void, other	erwise to re-
main in full force. And we and each of us hereby waive all right of claim of exemption we or either	er of us have
now, or may hereafter have, under the Constitution and laws of Alabama; and we here	
certify that we have property free from all incumbing amount of the shove Rond	rance to the
Witness our hands and seals, this day of day of	
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	(Seal.)
	(Seal.)
Approved 2 day of May, 1932	
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Mary Wille	Sheriff.
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TROY FINANCE CORPORATION VD CECIL BROOKS. CIRCUIT COURT, BALDWIN COUNTY.

THE STATE OF ALABAMA
COUNTY OF PIKE.
Before me A. Finlay a Notary Public
in and for said state and county, on this day personally appeared
11. H. Mushnee , who is known to me, and who being
by me first duly sworn, deposes and says as follows:
That he is agent of Troy Finance Cor-
poration, the plaintiff in the above styled cause of Troy Finance Cor-
poration vs Cecil Brooks, now pending in the Circuit Court of Baldwin
County, Alabama, same being an action in detinue for certain Ford
Truck. That attached to this affidavit is the original Conditional
Sales Agreement given by said Cecil Brooks to Evergreen Motor Car Com-
pany, and subsequently assigned and delivered by said Evergreen Motor
Car Company, to the plaintiff, Troy Finance Corporation, and that it i
now the property of said Troy Finance Corporation. That witness was
the agent of Troy Fizance Corporation who brought this suit, and is
personally acquainted with the state of the indebtedness due by the
defendant to the plaintiff. That there is now due and unpaid on the
said sales agreement by the defendant to the plaintiff the sum of
\$ 399.20 , and plaintiff is in possession of the property unde
plaintiff's replevy bond.
- M. M. Mounte
Sworn to and subscribed before Affiant.
me, this, June 1074, 1935.
A.H. Fielder
Notary Public, Pike County, Alabama.

TROY FINANCE CORPORATION

CONDITIONAL SALE AGREEMENT Conecuh

	A TO 4 7 7 4	Co	onecuh	· · · · · ·	COLLEGE		•		
THE STATE OF AL. This agreement	made and	ontorod i	nto this the			eb. 1 938	5	192 L-	g and hater-
Evergreen !	Motor C	lar Cor	nnanv					Page 2	
Alabama, first party,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		(Dealer's I	Name) Cecil	Brooks	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Everene	(Dealer's A	ddress)
dabama, first party,	hereinafter	called "S	eller", and		(Buyer's Name)	of		(Buyer's A	, Alaban ddress)
econd party, hereinaf WITNESSETH ay delivered and agr Truck or Tractor, here	: That the eed to sell	Seller, in to the Buy	consideration co	on of the pa	ayments, agreei	nents, and c	onditions here	inafter cont	ained, has th
MAKE	If Truck, G	of Body ive Tonnage	Model Letter or Number		Motor No.	No. Cylinders	Year Model	New or Used	Selling Pric Including frt.&War Ta
Ford	Close	ed Cab			1342568	8	1935	New	968
rith extra equipment,								er geografia and District Control of the Control of	Control
ringing total cost to	buyer to	Eight	hundre	d thirt	y four & (Full selling	80/100 price)	Dol	lars (\$	834.80
The Buyer has this da					(First paymen	t made)			318.00
and the Buyer agrees	to pay to t	the Seller,	or order	Five hu	ındred si	xteen &	80/109,	lars (\$	516.80
m Monthly monthly mas indicated in select annum, and are restallments. Any extends a negotial arily attached hereto	edule of persented tension or le instrume	by a pror assignment ation or ot	below. San nissory note nt of this a te and apart herwise. le to the car	on the sar d installme e bearing e agreement from this	ne day of each nts shall bear i ven date herew or of said note contract, even uipment shall not	successive m nterest after th and matu shall not wa though at the pass by delive	conth, comments maturity under the dealer any conduction of extension to the buyers to the buyers.	til paid at tue dates of a ition herein tecution it not but shall	the rate of 8 said respection contained a may be tem;
Schedule for or Equal Monthly		and her	l be the proper by acknowled	erty of the so lees receipt o	eller, or assigns, u of and accepts the	intil the purch: car. having f	ase price thereof	has been fully	paid. The buy
\$ 1 M		er I the	car insured .	against loss	condition and ag tent of the purcha by fire and theft this contract and	with insurance	companies accep	stable to the s	eller, for not l
\$ 2 Me \$ 3 Me		er as	his or their i	nterests may ad at the buy	appear, and the yer's expense, if t	seller or assign	is may place, co	ntinue and ren	ew said insura-
\$ 4 M	os. hereaft	er	ne shall be see Buyer agr	ees to pay all	l taxes, licenses, fe	es or charges :	against said car,	to keep the sa	ame in good c
\$ 5 Me \$ 6 Me		car	ne a componer to be used f	at part therec for passenger	f and included in hire. Buyer furth	the terms of the t	this agreement, ay for recording	and not to us this instrumer	se or permit : pt. Buver fur
\$ 7 M	os. hereaft	er or	ces that in th	e event an a	ttorney be employe nants herein conta hereior, not less t	ed to collect t	he aforesaid not	te, or any in:	stallment ther
\$ 8 Me \$ 9 Me	os. hereaft os. hereaft	.e.	Should the	buyer fail to	p pay any of the s in contained, or if	ums provided	for herein, or to	keep and per	rform any of
\$ 10 Me		er Sta	ite in which th d car, or wilfu	ie buyer resid Illy misuse or	des, or shall loan, abuse the same, o	sell, create a . or if any insur	lien or mortgage ance company s	upon, or oth	crwise dispose
\$ 11 M		er can	icellation of a nt or other w	ny insurance rit from a co	policy against fire	ed upon said	ring the said ca	ar, or if any of	execution, atta
\$ 12 M		er or	if for any of t event, at th	her reason the option of se	ie seller or assign ller or assigns, the	s should reason full amount	onably consider of the purchase	its security i	insecure, then
\$ 14 M	os. hereaft	er sion	n of said car	with all equi	ely due and paya pment, accessories t to enter for that	or repairs the	reto, wherever it	may be found	 with or with
\$ 15 Me \$ 16 Me		or or	assigns shall	the debt secu not cancel of	ired hereby, as he r discharge the er	rein provided. itire debt due	The retaking p	ossession of s	aid car by se
\$ 17 M		er for	retofore made each month t	upon the pur he debt had l	chase shall be app seen unpaid. The	lied as rent of seller or assign	the said car, said ns shall have t	rent to be a r	reasonable amo
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after applying the proc ve the right to demand	payment of t	sale or of the	ne value of the d to sue and	e car to the recover the s	said debt, any bal ame in a court of	ance remains a law. It is fu	gainst the purch orther agreed bet	taser, the seller tween the selle	r or assigns s er or assigns
e buyer that if the prop	erty herein o	described is sion of the o	damaged or d	lestroyed by any abatem	fire or otherwise of ent of the price of	or lost or stole the car, but s	n, with or withough loss shall fal	out the fault of	of the buyer,
assigns shall be entitled	l to full payn he buyer, the	nent of the a e seller or a	agreed price. issigns, may, :	In case of re in order to e	possession of the ffect the sale herei	car by seller o	r assigns, and notice of the in	otice cannot b	the Court Ho
or of the County, in whi e buyer. The buyer furt transportation of intoxi considered as a default	ther agrees the leating or pro- in the paymen	ohibited liqu nt of this de	ot use, cause, ors or bevera bt, and it sha	or permit to ges, or for a ll entitle the	be used, the said ny other unlawful holder of said not	car, truck or purpose; and a provided for	tractor herein d any such use of herein to immed	escribed, for to said car, truel	he illegal stor
operty, as in case of defa	ult and to su	ibject the sa	me to the pay	ment of said	debt in the manne	r hereinabove	described.		
witness:	Pornales.						(Buyer sign her	re)	(SEA
IH SN	ith				Everg	reen Mo	, Officer or Firm tor Car	a Member)	(SEA
			*******		NA:	4)0000	tor Car (Dealer sign her	re)	(SE <i>F</i>
			DETAC	I NOTE BE	By FORE RECOR	(Owner,	Office or Firm	n Member)	(SEA
	-	Annual Control of the	The Commence of the Commence o		ergreen,		nete I	eb. 14	
		7 77-7			(Duyer's Town a	in State)			
1 Mo.					e to pay to the		(Dealer	's name here)	
3 Mos.		2 2 4 5	unared.	STYCEE	n & 80/10			***********************	DOLLA
4 Mos.	haves from			ly installments5	of \$64.60	each an	id due on the sa	me date each :	successive mor
6 Mos.	hereafter C	ommeneing ORPORATIO	ON. TROY. A	LA., with int	r as indicated in	schedule hereto of 8% after ma	attached, at turity. Failure	the office of to pay this no	TROY FINAN
7 Mos.	hereafter In	the event	that an attor	ney be emplo	yed to collect or	attempt to col	lect this note of	said installme r any installr	nts then unpa nents thereof
9 Mos.	hereafter al	I costs incu	rred, including	g a reasonab	le attorney's fee	which shall no	onditional sale, to ot be less than	ne parties her 15% of the a	eto agree to p mount then d
10 Mos.	or	any other	State, or of t	he United Sta	ates, and the endo	ney have or ma	y have under the	e Constitution to extension	and laws of t
11 Mos.			O. 11111041 1101	rec to them (n such extensions.			1935	the time
13 Mos.	hereafter	WITNI	ESS my, our,	hand and se	al, this the	day of		**	, 193
14 Mos.					Signe	d	<i>cil</i> (3)	roofto	(SEAT
16 Mos.	hereafter	VITNESS:	Thou	alu.				(Buyer))
17 Mos.		2.11	Smi	-11		By			***********
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ner, Officer or Firm Member)

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

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cer or Firm Member)	mo, man			
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(SEAL)		£6	I (Dated thisday of
(Buyer's name here)				FOR VALUE RECEIVED, the agreemed the teverse said, except that we guarantee on the treverse side, except that we guarantee
	oned between	COUNTY.	ent (on the reverse side) and	
	SZE	WITHOUT RECOUNTY.	ent (on the reverse side) and	FOR VALUE RECEIVED, the agreeme
(Buyer's name here)	SZE	By WITHOUT RECOUR	ent (on the reverse side) and	FOR VALUE RECEIVED, the agreeme
(Buyer's name here)	SSE	By WITHOUT RECOUNTY. 2 the note herein mention	ASSIGNMENT	THE STATE OF ALABAMA, the agreeme
(Buyer's name here) (Dealer) (SEAL)	SSE Street Stree	Signed: Signed: Signed: Signed: Symmetric release the Work Symmetric release the Work Symmetric release the Work Signed: Symmetric release the Work Signed: Symmetric release the Work Signed: Signed:	ASSIGNMENT of any streament shall not in any streament shall not in any streament shall not in any streament shall not streament and streament shall not shall not streament shall not sha	FOR VALUE RECEIVED, the agreement of the parties to said this said this said this said the sa
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LAW OFFICES OF WILKERSON & BRANNEN TROY, ALABAMA

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Baldwin COUNT

To the Sheriff of Baldwin Cou

Whereas, the Plaintiff..... in the within stated cause ha. S.... made affidavit and given bond as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant...... give. S... bond payable to the Plaintiff...... with sufficient surety in double the amount of the value of the property, with condition that if the Defendant 1.5.

within thirty days thereafter, deliver the property to the Plaintiff......, and pay all costs and damages which may accrue from the detention thereof.

Sular & Duch

This writer by taking the within Raws property and deliver, to Baldur County Jail - this the Jail - this the 1930

m Hwillings