

147

TROY FINANCE CORPORATION

VS

CECIL BROOKS.

In the Circuit Court of
Baldwin County, Alabama.

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 proof, 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 thereto, 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 19th, 1935.

F. W. Hare

CIRCUIT JUDGE.

No 114 ^{and} RECORDED
(m-8-264)

Gray & Mause
Cooperation

Cecil Brooks

Judgment by
Default

Filed in Office
this June —
1934.

Robert L. Luck
Clerk

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 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.

Wickerson & Brannen

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 17th, 1935.

Robert H. Smith

Clerk.

No. 147

~~Gray & Inman~~ ^{Duck}
Corporation

Cecil Brook

Motion for Default
Judgment

Filed in Office,
this June 17th 1935.

Robert L. Duck
Clerk

No. 147

~~RECEIVED~~
Gray & ^{Huck} Insurer
Corporation

Acil Brook

Motion for Default
Judgment

Filed in Office,
this June 17th 1935.

Robert L. Luck
Clerk

The State of Alabama }
Baldwin County }

CIRCUIT COURT

No. 147 Apeng Term, 1936

To Any Sheriff of the State of Alabama--Greeting:

You are hereby commanded, That of the goods and chattels, lands and tenements of _____

Acad Brooks Defendants,

you cause to be made the sum of _____ Dollars,

which Tray Finance Corp Plaintiffs

recovered of Man on the 19 day of June 1935 by

the Judgment of our Circuit Court, held for the County of Baldwin, besides the sum of _____

Eighteen and 20/100 Dollars

costs of suit, and have the same to render to the said _____

and make return of this Writ and the execution thereof, according to law.

Interest from _____, 193____, to date of collection.

Witness my hand, this 20 day of June 1931

1934
Robert L. Birch Clerk

CLERK'S FEES		AMOUNT	SHERIFF'S FEES		AMOUNT
For every Summons & Complaint	\$1.25	1 25	For Levying an Attachment	\$3.00	3 00
Each copy thereof	30	30	Entering and Returning Attachment	25	25
Entering a Sheriff's Return	20	20	Summoning Garnishee	1.50	
Docketing	25	25	Serving Summons on Writ	1.50	1 50
Entering Appearance	20		Serving Notice Sci. Fa. Notice, etc.	65	
Filings	10	50	Serving Subpoenas	65	
Every order made in Court	30	30	Empanelling Jury	75	
Copy thereof	25		Entering and Returning Execution	25	
Every Trial with or without Jury	75	75	Collecting Cost Execution	1.50	1 50
Entering up Judgment or copy thereof	30	30	Executing a Writ of Possession	2.50	
Issuing Execution	50	50	Taking and Approving Bonds	1.00	
Docketing Execution	25	25	Commissions		
Entering Return on Execution	20	20	Sheriff's Commission for Property		
Issuing Subpoenas	30		Sold under Attachment		
Administering Oath	25		Seizing Personal Property on Writ		
Issuing each Attachment, taking bond	1.00	1 00	of Detinue	3.00	3 00
Filing Attachment	10	10			
Each Summons for Garnishee	50				
Each Copy	50				
Notice to Deft. in Garnishee on Summons and copy, per 100 words	20				
Commissions to take Depositions or Copy	75				
Order to Execute Writ of Inquiry	30	30			
Copy of Interrogatories. 15c per hundred words or	50				
Filing each Deposition and endorsing same	20				
Final Record, per hundred words	15	200			
Every Certificate	50				
Taking Bond not Otherwise Provided for	75				
Witness Certificates	25				
Continuance	10	50			
Certificate of Judgment	50				
Order of Publication	1.00				
		8 70			18 20

The State of Alabama, Baldwin County

CIRCUIT COURT

Know all Men by these Presents, That we, TROY FINANCE CORPORATION, as principal,
and LANE ENZOR AND L.C. POWELL as surety,
 are held and firmly bound unto Cecil Brooks,
 in the sum of TWENTY FIVE-----(\$25.00)----- Dollars,

for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this day of May, 1935.

The Condition of the above Obligation is such, That whereas, the above bound Troy Finance Corpo-
ration

has S this day commenced its suit in the Circuit Court of Baldwin County, against the said
Cecil Brooks

for the recovery of the following property, to wit: One Ford Truck, described as being 1½
tons capacity, Closed Cab body, and with motor No. 1342568, 1935 Model.

and having made affidavit that the property sued for belongs to it, and entering into this bond, has obtained an order requiring any Sheriff of the State aforesaid to take the said property sued for into his possession:

Now, if the said Troy Finance Corporation shall fail on said
 suit, and pay the Defendant all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be
 void; otherwise to remain in full force and effect.

TROY FINANCE CORPORATION

My Wife (L. S.)
 (L. S.)
 (L. S.)
 (L. S.)

Approved this 15th day of May, 1935

Robert L. Dyer, Clerk.

AFFIDAVIT IN DETINUE

THE STATE OF ALABAMA, _____ COUNTY

THE STATE OF ALABAMA, _____ COUNTY

Before me, _____
personally appeared _____, who,
having been by me duly sworn, deposes and says that the following property, to wit: _____

_____ for the recovery of which _____ he _____ ha _____ instituted suit this day in the Circuit
Court of _____ County against _____

_____ is the property of _____, the affiant.

Sworn to and subscribed before me this _____ day of _____, 19 _____

No. 147

The State of Alabama

Baldwin County

CIRCUIT COURT

TROY FINANCE CORPORATION

To
CECIL BROOKS

AFFIDAVIT AND BOND IN DETINUE

Filed 15 day of May, 1935

Richard M. Duke, Clerk.

*This is a good & sufficient bond, and it
accounted to me in my County General Office
June, 1935.
J. B. McLean
Circuit Clerk (Box 618-2)*

Aircraft Corp. Fitch Co., Dayton

(Box 618-2) MARSHALL & DUNCE CO. NASHVILLE

of for the recovery of which he ha instituted suit this day in the Circuit
County against is the property of the affiant.

Sworn to and subscribed before me this day of 19

Sworn to and subscribed before me this day of 19.....

THE STATE OF ALABAMA, }

Baldwin County. }

Circuit Court.

Know all Men by these Presents, That we, Troy Finance Corporation, as principal,
and Lane Enzor and L.C. Powell as sureties,
are held and firmly bound unto Cecil Brooks

in the sum of EIGHT HUNDRED-----(\$800.00)----- Dollars,
for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators,
jointly and severally, by these presents.

Sealed with our seals, and dated this 18th day of May, 1935., 19

The Condition of this Obligation is Such, That whereas, the above named Troy Finance Corporation commenced an action of
Detinue against the said Cecil Brooks in
the Circuit Court of said County, on the 15th day
of May, 1935, ~~by~~, by the indorsement of the Clerk of said Court on the
summons in said action, any Sheriff of the State of Alabama was commanded to take into his possession the
following described property, to wit: One Ford Truck described as being 1½ tons
capacity, with closed cab body, Motor No. 1342568

which said summons, together with said indorsement thereon, was, on the 15th day of
May, 1935, placed in the hands of Sheriff
as Sheriff of said County, for due execution thereof, and on the 15th day of
May, 1935, was executed by said Sheriff taking possession of the following
property, to wit:

One Ford Truck, described as being 1½ tons capacity, with closed
cab body, Motor No. 1342568,

and, whereas, the said Cecil Brooks,

the Defendant has neglected, for five days thereafter, to give bond
and take possession of said property as authorized by law, and upon the execution of this Bond the said Sheriff

Plaintiff

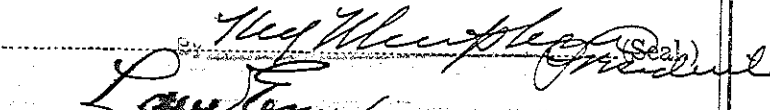
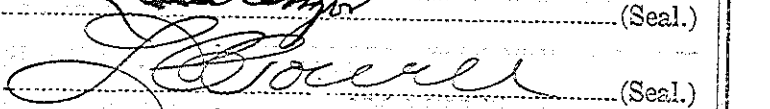


has delivered to the said ~~Plaintiff~~ the said property taken into his possession: Now, therefore, if.....

said Troy Finance Corporation

the Plaintiff.....aforesaid, shall deliver the said property to.....**Cecil Brooks,**

the said Defendant.....within thirty days after judgment, and pay damages for the detention of the property, and costs of suit, in case **it**.....shall fail in said suit, then this obligation to be void, otherwise to remain in full force. And we and each of us hereby waive all right of claim of exemption we or either of us have now, or may hereafter have, under the Constitution and laws of Alabama; and **we**.....hereby severally certify that.....**we**.....have property free from all incumbrance to the full amount of the above Bond.

Witness our hands and seals, this **18th** day of **May,** 19**35.**

 (Seal.)
 (Seal.)
 (Seal.)
 (Seal.)

Approved **21** day of **May**, 19**35.**

M. H. Wilkins Sheriff.
C. N. Anderson D. S.

No. **147** ~~147~~

The State of Alabama,

Baldwin County.

Circuit Court.

TROY FINANCE CORPORATION


vs. Plaintiff

CECIL BROOKS

Defendant.

PLAINTIFF'S REPLEVY BOND IN ACTION OF DETINUE.

Filed this **23** day of **MAY,** 19**35.**

 Clerk.

(Box 619-2.) MARSHALL & BRUCE CO., NASHVILLE

This is to certify that this is good and sufficient bond, and if presented to me in my County I will approve same.

Ben Reeves Sheriff.
Ben Reeves Deputy

This is to certify that this is good and sufficient bond, and if presented to me in my County I will approve same.

Ben Reeves Sheriff.
Ben Reeves Deputy

TROY FINANCE CORPORATION VS CECIL BROOKS.

CIRCUIT COURT, BALDWIN COUNTY.

THE STATE OF ALABAMA

COUNTY OF PIKE.

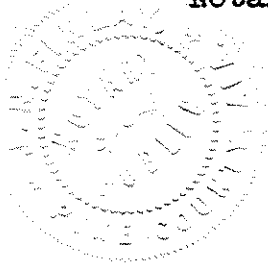
Before me J. A. Finlay a Notary Public
in and for said state and county, on this day personally appeared
W. H. Murphy, who is known to me, and who being
by me first duly sworn, deposes and says as follows:

That he is Agent of Troy Finance Corporation, the plaintiff in the above styled cause of Troy Finance Corporation 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 Company, and subsequently assigned and delivered by said Evergreen Motor Car Company, to the plaintiff, Troy Finance Corporation, and that it is now the property of said Troy Finance Corporation. That witness was the agent of Troy Finance 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 \$ 299.20, and plaintiff is in possession of the property under plaintiff's replevy bond.

Sworn to and subscribed before
me, this, June 10th, 1935.

W. H. Murphy
Affiant.

J. A. Finlay
Notary Public, Pike County, Alabama.



TROY FINANCE CORPORATION
CONDITIONAL SALE AGREEMENT
Conecuh

THE STATE OF ALABAMA, COUNTY.

This agreement made and entered into this the 14 day of Feb. 1935 193, by and between
Evergreen Motor Car Company

(Dealer's Name) Cecil Brooks of Evergreen (Dealer's Address)
Alabama, first party, hereinafter called "Seller", and (Buyer's Name) of (Buyer's Address)

second party, hereinafter called "Buyer".

WITNESSETH: That the Seller, in consideration of the payments, agreements, and conditions hereinafter contained, has this day delivered and agreed to sell to the Buyer, and the Buyer has this day agreed to buy from the Seller the following Motor Car, Truck or Tractor, hereinafter called the "Car":

MAKE	Type of Body If Truck, Give Tonnage	Model Letter or Number	Manufacturer's Serial No.	Motor No.	No. Cylinders	Year Model	New or Used	Selling Price Including Frt. & War Tax
Ford	1 1/2 Ton Closed Cab			1342568	8	1935	New	968

with extra equipment, if any, plus service charge, including interest, insurance and handling charges,

bringing total cost to buyer to Eight hundred thirty four & 80/100 Dollars (\$ 834.80)
(Full selling price)

The Buyer has this day paid to Seller Three hundred eighteen & NO/100 Dollars (\$ 318.00)
(First payment made)

and the Buyer agrees to pay to the Seller, or order Five hundred sixteen & 80/100 Dollars (\$ 516.80)
(Total balance to be paid)

in 8 monthly installments of \$ 64.60 on the same day of each successive month, commencing Mar. 14 1935
or as indicated in schedule of payments below. Said installments shall bear interest after maturity until paid at the rate of 8% per annum, and are represented by a promissory note bearing even date herewith and maturing on the due dates of said respective installments. Any extension or assignment of this agreement or of said note shall not waive any condition herein contained and said note is a negotiable instrument separate and apart from this contract, even though at the time of execution it may be temporarily attached hereto by perforation or otherwise.

Schedule for other than
Equal Monthly Payments.

\$	1 Mo. hereafter
\$	2 Mos. hereafter
\$	3 Mos. hereafter
\$	4 Mos. hereafter
\$	5 Mos. hereafter
\$	6 Mos. hereafter
\$	7 Mos. hereafter
\$	8 Mos. hereafter
\$	9 Mos. hereafter
\$	10 Mos. hereafter
\$	11 Mos. hereafter
\$	12 Mos. hereafter
\$	13 Mos. hereafter
\$	14 Mos. hereafter
\$	15 Mos. hereafter
\$	16 Mos. hereafter
\$	17 Mos. hereafter
\$	18 Mos. hereafter

Title to the car and extra equipment shall not pass by delivery to the buyer, but shall remain vested in and be the property of the seller, or assigns, until the purchase price thereof has been fully paid. The buyer hereby acknowledges receipt of and accepts the car, having first examined and tested the same and found same in sound and first class condition and agrees that the loss, injury, or destruction of said car shall not release said buyer from payment of the purchase price as provided herein. The buyer further agrees to keep the car insured against loss by fire and theft with insurance companies acceptable to the seller, for not less than the amount owing under this contract and until fully paid, with loss payable to the seller, or assigns, as his or their interests may appear, and the seller or assigns may place, continue and renew said insurance for the buyer, and at the buyer's expense, if the seller or assigns so elect, and the premiums paid for the same shall be secured hereby.

Buyer agrees to pay all taxes, licenses, fees or charges against said car, to keep the same in good condition, that any equipment, repairs or accessories placed upon said car shall be at buyer's expense, and become a component part thereof and included in the terms of this agreement, and not to use or permit said car to be used for passenger hire. Buyer further agrees to pay for recording this instrument. Buyer further agrees that in the event an attorney be employed to collect the aforesaid note, or any installment thereof, or to enforce any of the covenants herein contained, or to protect the security herein described, he will pay a reasonable attorney's fee therefor, not less than 15% of the amount due and collectible.

Should the buyer fail to pay any of the sums provided for herein, or to keep and perform any of the agreements or covenants herein contained, or if said car is removed or attempted to be removed from the State in which the buyer resides, or shall loan, sell, create a lien or mortgage upon, or otherwise dispose of said car, or wilfully misuse or abuse the same, or if any insurance company shall cancel or give notice of cancellation of any insurance policy against fire or theft covering the said car, or if any execution, attachment or other writ from a court of law be levied upon said car, or if buyer shall be adjudged a bankrupt, or if for any other reason the seller or assigns should reasonably consider its security insecure, then in that event, at the option of seller or assigns, the full amount of the purchase price, with all interest and expenses shall become immediately due and payable, and seller or assign shall have the right to take possession of said car with all equipment, accessories or repairs thereto, wherever it may be found, with or without process of law, with the right to enter for that purpose upon buyer's premises, and to subject the same to the payment of the debt secured hereby, as herein provided. The retaking possession of said car by seller or assigns shall not cancel or discharge the entire debt due on said car, but a portion of the payments theretofore made upon the purchase shall be applied as rent of the said car, said rent to be a reasonable amount for each month the debt had been unpaid. The seller or assigns shall have the right, either to agree with purchaser upon the value of the said car to be applied as a credit on the indebtedness, or to give credit without agreement for the reasonable value of the car, or to sell the said car, either at private or public sale, after first giving the purchaser five days notice in writing of the time, place and terms of any public sale.

If, after applying the proceeds of the sale or of the value of the car to the said debt, any balance remains against the purchaser, the seller or assigns shall have the right to demand payment of the same and to sue and recover the same in a court of law. It is further agreed between the seller or assigns and the buyer that if the property herein described is damaged or destroyed by fire or otherwise or lost or stolen, with or without the fault of the buyer, the buyer shall not be entitled to a rescission of the contract, or to any abatement of the price of the car, but such loss shall fall upon the buyer, and the seller or assigns shall be entitled to full payment of the agreed price. In case of repossession of the car by seller or assigns, and notice cannot be for any reason served immediately upon the buyer, the seller or assigns, may, in order to effect the sale herein provided, post notice of the intended sale at the Court House door of the County, in which the buyer resides or in which the car is taken, giving the time, terms, and place of sale, a description of the car and name of the buyer. The buyer further agrees that he will not use, cause, or permit to be used, the said car, truck or tractor herein described, for the illegal storage or transportation of intoxicating or prohibited liquors or beverages, or for any other unlawful purpose; and any such use of said car, truck or tractor shall be considered as a default in the payment of this debt, and it shall entitle the holder of said note provided for herein to immediate right of possession of said property, as in case of default and to subject the same to the payment of said debt in the manner hereinabove described.

WITNESS:

M. E. Tharrelly
J. H. Smith

Cecil Brooks (SEAL)
(Buyer sign here)

By (Owner, Officer or Firm Member) (SEAL)

Evergreen Motor Car Company, (SEAL)
(Dealer sign here)

By (Owner, Officer or Firm Member) (SEAL)

DETACH NOTE BEFORE RECORDING

Evergreen, Ala. Date Feb. 14 1935
(Buyer's Town and State)

\$	1 Mo. hereafter
\$	2 Mos. hereafter
\$	3 Mos. hereafter
\$	4 Mos. hereafter
\$	5 Mos. hereafter
\$	6 Mos. hereafter
\$	7 Mos. hereafter
\$	8 Mos. hereafter
\$	9 Mos. hereafter
\$	10 Mos. hereafter
\$	11 Mos. hereafter
\$	12 Mos. hereafter
\$	13 Mos. hereafter
\$	14 Mos. hereafter
\$	15 Mos. hereafter
\$	16 Mos. hereafter
\$	17 Mos. hereafter
\$	18 Mos. hereafter

For Value Received, I, we promise to pay to the order of Evergreen Motor Car Co.
Five hundred sixteen & 80/100 DOLLARS
(Dealer's name here)

in 8 equal monthly installments of \$ 64.60 each and due on the same date each successive month, commencing Mar. 14 1935 or as indicated in schedule hereto attached, at the office of TROY FINANCE CORPORATION, TROY, ALA., with interest at the rate of 8% after maturity. Failure to pay this note, or any of the installments thereof when due, shall, at the option of the holder hereof, mature all of said installments then unpaid. In the event that an attorney be employed to collect or attempt to collect this note or any installments thereof by suit or otherwise or to protect the property described in the aforesaid conditional sale, the parties hereto agree to pay all costs incurred, including a reasonable attorney's fee which shall not be less than 15% of the amount then due. The parties hereto, whether maker, surety, or indorser, hereby waive presentment, demand, protest and notice of non-payment, and also waive all rights of exemption which they have or may have under the Constitution and laws of this or any other State, or of the United States, and the endorsers and sureties hereby agree to extensions of the time of payment hereof without notice to them of such extensions.

WITNESS my, our, hand and seal, this the 14 day of February 1935 193.

WITNESS:

M. E. Tharrelly
J. H. Smith

Signed Cecil Brooks (SEAL)
(Buyer)

By (Owner, Officer or Firm Member)

(ORIGINAL)

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

THE STATE OF ALABAMA, COUNTY, I, _____, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of the _____, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this _____ day of _____, 193____.

My Commission expires _____, 193____.

Notary Public.

ASSIGNMENT WITH GUARANTY

THE STATE OF ALABAMA, COUNTY, FOR VALUE RECEIVED, the agreement on the reverse side, and the note therein mentioned or thereto attached, between _____ and interest of the undersigned therein, are hereby sold, assigned, and transferred to TROY FINANCE CORPORATION, INC., of Troy, Alabama, its successors and assigns; and the undersigned, jointly and severally, hereby guarantee full performance of said Agreement in all its terms and the prompt payment of any and all sums provided for therein, together with collection expenses, costs of court and attorney's fees, and agree to pay the attorney's fees and costs of enforcing said agreement. The undersigned hereby agree that in the event of the non-compliance with any of the conditions of said Agreement, whether or not repossession has been made or undertaken, suit may be brought by the holder of this agreement against any one or more of all of the parties hereto, and without waiving any rights the holder possesses. The undersigned represents to said TROY FINANCE CORPORATION, INC., or assigns, that there is no mortgage or lien resting against the said motor vehicle except the one referred to in said agreement. The undersigned hereby waive any and all notice of non-payment, demand, presentment or protest as to said agreement or said note, which may be required under said agreement or note, or in anywise by law, or in connection therewith, and agree that any extension which may be granted by the holder to the parties to said agreement shall not in any manner release the undersigned.

Dated this _____ day of _____, 193____.

Signed: _____ By: _____ (Dealer)

ASSIGNMENT WITHOUT RECOURSE

THE STATE OF ALABAMA, COUNTY, FOR VALUE RECEIVED, the agreement (on the reverse side) and the note herein mentioned between _____ and the undersigned, jointly and severally, hereby guarantee full performance of said Agreement in all its terms and the prompt payment of any and all sums provided for therein, together with collection expenses, costs of court and attorney's fees, and agree to pay the attorney's fees and costs of enforcing said agreement. The undersigned hereby agree that in the event of the non-compliance with any of the conditions of said Agreement, whether or not repossession has been made or undertaken, suit may be brought by the holder of this agreement against any one or more of all of the parties hereto, and without waiving any rights the holder possesses. The undersigned represents to said TROY FINANCE CORPORATION, INC., or assigns, that there is no mortgage or lien resting against the said motor vehicle except the one referred to in said agreement. The undersigned hereby waive any and all notice of non-payment, demand, presentment or protest as to said agreement or said note, which may be required under said agreement or note, or in anywise by law, or in connection therewith, and agree that any extension which may be granted by the holder to the parties to said agreement shall not in any manner release the undersigned.

Dated this _____ day of _____, 193____.

Signed: _____ By: _____ (Owner, Officer or Firm Member)

FROM

TO

COUNTY

No. 1/447 ~~RECORDED~~
Duck

Troy Finance Cor-
poration

Cecil Brooks
Baldwin Circuit Court

Affidavit

Subs in office
this June 17th 1938,

Robert S. Duck
Clerk

LAW OFFICES OF
WILKERSON & BRANNEN
TROY, ALABAMA

The State of Alabama, BALDWIN County

147

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon Cecil Brooks

to appear before the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer, or demur, within thirty days from service hereof to the complaint of Troy Finance Corporation, a corporation,

Witness my hand, this 15th day of May, 19 35.

Robert L. Duck, Clerk.

IF THE DEFENDANT FAILS TO APPEAR AND PLEAD OR DEMUR WITHIN THIRTY DAYS AFTER SERVICE THE PLAINTIFF MAY TAKE JUDGMENT BY DEFAULT

COMPLAINT

TROY FINANCE CORPORATION

VS.

CECIL BROOKS

Plaintiff

Defendant

The Plaintiff claims of the Defendant the following personal property—to wit:

One Ford Truck, described as being 1½ tons capacity, closed cab body, and with Motor No. 1342568, 1935 Model,

with the value of the hire or use thereof during the detention—to wit, from the 11th day of May, 1935. 19

Williamson Brown, Plaintiff's Attorney.

Original

No. 147

Deek

The State of Alabama

COUNTY

CIRCUIT COURT

TROY FINANCE CORPORATION

Plaintiff

vs.

CECIL BROOKS

Defendant

Summons and Complaint in Detinue

Filed this 15th day of

May,

1935.

Robert A. Deek

Clerk.

Wilkerson & Brannen, Troy,
Plaintiff's Attorney.

Received this 15th day

of May, 1935

M. H. Wilkins, Sheriff.
John R. Davis, D.S.

Executed this 15th day

of May, 1935, by

leaving a copy of the within Summons and Com-
plaint with

Cecil Brooks

Defendant

M. H. Wilkins, Sheriff.
John R. Davis, D.S.

The State of Alabama,

Baldwin COUNTY

To the Sheriff of Baldwin County:

Whereas, the Plaintiff in the within stated
cause has 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 bond payable to the Plaintiff with
sufficient surety in double the amount of the
value of the property, with condition that if the
Defendant is

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

Robert A. Deek, Clerk.

I have executed
this writ by taking
into my possession
the within named
property and
delivering to
Baldwin County
Jail - this the
15th day of May
1935

M. H. Wilkins
sheriff
By John R. Davis
D.S.