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SUMMONS.

STATE OF ALABAMA,)
BALDWIN COUNTY.)

CIRCUIT COURT FALL TERM, 1940.

TO ANY SHERIFF OF SAID STATE:

You are hereby commanded to summon MARY M. McGOWAN and RANDOLPH McGOWAN to appear within thirty days from the service of this writ in the Circuit Court, at the place of holding the same, then and there to answer to the complaint of The Bank of Atmore, a Corporation.

Witness my hand, this 23rd day of August, 1940.

R. S. Dush, Clerk.

COMPLAINT.

THE BANK OF ATMORE,
A CORPORATION,

Plaintiff,

vs.

MARY M. McGOWAN, AND
RANDOLPH McGOWAN,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. NO. _____.

Count One..

The Plaintiff claims of the Defendants the following personal property, viz.: Thirty (30) head range cattle marked smoothe crop in each ear and branded "T", with the value of the hire or use thereof during the detention, viz.: from the 20th day of January 1940.

Count Two.

The Plaintiff claims of the Defendants the sum of

ONE HUNDRED AND FIFTY FIVE DOLLARS (\$155.00), due by Promissory note made by them on the 20th day of October, 1939 and payable on the 20th day of January, 1940, with interest thereon.

The Plaintiff admits the following credits, to-wit:
January 12, 1940, \$3.20; March 15, 1940, \$1.80;

And the Plaintiff alleges that in and by the terms of said Promissory Note the said Defendants did promise and agree to pay all costs of collecting or securing, ~~at~~ attempting to collect or secure said note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise; and the Plaintiff alleges that Fifty Dollars (\$50.00) is a reasonable attorney's fee in the premises; and the Plaintiff claims of the Defendants the sum of Fifty Dollars (\$50.00) as a reasonable attorney's fee;

And the Plaintiff alleges that in and by the terms of said Promissory Note, the Defendants have waived as to this debt, or any renewal thereof, all right of exemption under the Constitution and Laws of Alabama, as to personal property.

J. A. Mashburn, Jr.
Attorney for the Plaintiff.

Handwritten: *Handwritten Randolph 8/24 P*

The Sheriff is required to take the property mentioned in the complaint into his 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.

Handwritten: *R. S. Duck*
R. S. Duck, Clerk.

ORIGINAL
RECORDED

THE BANK OF ATTORE,
A CORPORATION,
Plaintiff,
Vs.
MARY M. McGOWAN, and
RANDOLPH McGOWAN,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 603.

Detinue
SUIT ON NOTE.

Filed August 23, 1940
R. S. Duck, Clerk

T. J. MASHBURN, JR.
LAWYER
BAY MINETTE, ALABAMA
Received in Sheriff's Office
this 23 day of Aug, 1940
W. R. STUART, Sheriff

Executed *8-24th* 1940
By serving copy of within Detinue
Summons and Complaint on
Randolph McGowan and
Mary M. McGowan and
ailing to find any
of the line stock
Describe & herein
.....
.....
W. R. Stuart Sheriff
..... Deputy Sheriff

(603)

STATE OF ALABAMA,
ESCAMBIA COUNTY.

BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, The Bank of Atmore, a corporation, by E. F. Goldsmith, President, _____ J. D. Keller _____ and W. E. Coker _____, are held and firmly bound until Mary M. McGowan and Randolph McGowan, their heirs, executors and administrators, in the sum of Twenty-Five Dollars (\$25.00), for the payment of which we, jointly and severally, bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals and dated the 22 day of August, 1940.

The condition of the above obligation is such that, whereas, the above bounden Bank of Atmore has, on the 23 day of August, 1940, sued out from the office of the Clerk of the Circuit Court of Baldwin County, Alabama, a writ of detinue, returnable to the Circuit Court, against the said Mary M. McGowan and Randolph McGowan, for the recovery of the following described property, to-wit: Thirty head of range cattle marked smoothe crop in each ear and branded "T".

Now if the said Bank of Atmore, a corporation, shall fail in said suit, and shall pay to the said Mary M. McGowan and Randolph McGowan, the defendants in said writ, all such costs and damages as they may sustain by the wrongful suing out thereof, then this obligation to be void, otherwise to remain in full force and effect.

THE BANK OF ATMORE, A CORPORATION,
by E. F. Goldsmith President.

J. D. Keller
W. E. Coker

Approved this 23rd day
of August, 1940
R. S. Dush, Clerk

RECORDED

Bond

Filed August 23, 1940
R.S. Dorsch, Clerk

STATE OF ALABAMA, }
ESCAMBA COUNTY. }

AFFIDAVIT

Before me, a Notary Public in and for said County in said State, personally appeared E. F. Goldsmith, known to me to be President of The Bank of Atmore, a corporation, who, being duly sworn, deposes and saith, as President of The Bank of Atmore, a corporation, that the property sued for in the Complaint of The Bank of Atmore, a Corporation, to-wit: Thirty head range cattle marked smoothe crop in each ear and branded "T" these cattle now in charge of E. C. McGowan at Lathram, Alabama, in Baldwin County, belongs to The Bank of Atmore, a corporation, the said Plaintiff.

E. F. Goldsmith

Sworn to and subscribed before me, this 22 day of

August, 1940.

Abbie Lou Carter

RECORDED

Appellant

Filed August 23, 1940
R. S. Duck, Clerk