

1011

BANK OF FAIRHOPE,
Plaintiff,

vs

DOCK BROWDER;
Defendant.

L A W.

CIRCUIT COURT OF

BALDWIN COUNTY.

TO D O C K B R O W D E R :

You are hereby notified that under a writ of attachment issued in the above styled cause I have this day levied upon and taken into my possession one Chevrolet 1942 Truck, Motor No. BL83150 with dual wheel log trailer, also all pine logs now lying on the premises occupied by you in the East half of the Northeast quarter of the Southeast quarter of Section 26, Township 4 South of Range 4 East in Baldwin County.

Sheriff, Baldwin County.

1011

BANK OF FAIRHOPE
Plaintiff,

versus

DOCK BROWDER,
Defendant.

NOTICE TO DEFENDANT OF LEVY
OF ATTACHMENT.

Executed by serving
Copy on Dock Browder
Nov. 26 1946

C. E. Harveth Sheriff
H. F. Hall Deputy Sheriff

Filed

11-25-46

Alice J. Smith
clerk.

STATE OF ALABAMA:
BALDWIN COUNTY:

§
;
;

CIRCUIT COURT.

L A W.

TO ANY SHERIFF OF THE STATE OF ALABAMA: GREETING:-

You are hereby commanded to summon DOCK BROWDER to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of the BANK OF FAIRHOPE.

WITNESS MY HAND THIS THE th day of November, 1946.

Clerk..

* * * * *

BANK OF FAIRHOPE,
A Banking Corporation,
Plaintiff.

vs

DOCK BROWDER,
Defendant.

L A W

CIRCUIT COURT OF
BALDWIN COUNTY, Alabama.

THE PLAINTIFF CLAIMS OF THE DEFENDANT THREE HUNDRED, EIGHTY and 03/100) DOLLARS balance due by promissory note made by him on the 27th day of May, 1946 and payable on, to-wit, June 27th, 1946 with interest thereon from July 27, 1946, with

Plaintiff further avers that by the terms of said note the Defendant waived all rights to exemption of personal property as against any process that might issue for the collection thereof and further agreed to pay a reasonable attorney's fee for collection thereof which fee Plaintiff now claims in the further sum of Sixty Dollars.

Rindley & Rindley
Attorneys for Plaintiff.

380.03
11.40.09
380.03
11.40
391.43
38.71
550.14

391.43
1957.
5871
380.03
11.40
550.14

with waiver

L A W No. 1011

RECORDED

BANK OF FAIRHOPE,
Plaintiff,

vs

DOCK BROWDER,
Defendant.

SUMMONS AND COMPLAINT.

Filed

11-23-46

Wm. J. Smith
RICKARBY & RICKARBY,
Attorneys.

*Specified by moving
copy on back of record
Nov. 24 1946*

*C. E. Smith & Smith
147 Wall Street, New York*

BANK OF FAIRHOPE,
A Corporation,
Plaintiff

No LAW

IN THE CIRCUIT COURT OF
BALDWIN COUNTY ALABAMA

vs

DOCK BROWDER
Defendant

TO MRS. ALICE J. DUCK,
CLERK OF SAID COURT

The Defendant having failed to plead, answer or demur, to the Complaint in this cause, within the time prescribed by law, Plaintiff hereby demands judgment by default for the amount stated in the Complaint and requests that such demand be noted on the docket and within five days thereafter, that the papers in the case, including the note upon which action is based, be sent to the Judge of this Court, together with certificate showing Defendant's default, and this request for judgment in vacation.


Attorneys for Plaintiff.

BANK OF FAIRHOPE,
A Corporation,
Plaintiff

vs

DOCK BROWDER
Defendant

JUDGMENT IN VACATION

Filed

1-18-47

Alise J. Duck
clerk

RICKARBY & RICKARBY
ATTORNEYS FOR PLAINTIFF

1011

The State of Alabama, {

Baldwin County.

CIRCUIT COURT AT BAY MINETTE, ALA.

Know all Men by these Presents, That we, Bank of Fairhope, a corporation
 and KIRBY WARTON and C. C. BALDWIN
 _____, of the County of Baldwin _____

are held and firmly bound unto Dock Browder

in the sum of NINE HUNDRED and no/100 (\$900.00) Dollars, to

be paid to the said Bank of Fairhope Dock Browder

heirs, executors, administrators, or assigns, 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 the _____ day of _____, 192_____

The Condition of this Obligation is such:

That whereas, the above bounden, Bank of Fairhope, a corporation

has _____ on the day of the date

hereof, prayed an Attachment at the suit of Bank of Fairhope, a corporation

against the estate of above named

DOCK BROWDER

for the sum of FOUR HUNDRED FORTY-SEVEN and 63/100 (447.63) Dollars,
 and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said Bank of Fairhope
 should prosecute said Attachment to effect, and pay the said Defendant all such damages as he
 may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
 void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have
 now, or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

BANK OF FAIRHOPE (Seal)

By: Kirby Warton President (Seal)

_____ (Seal)

_____ (Seal)

Approved, this 25 day of Nov

C. C. Baldwin

1926

Alice J. Duck, Clerk.

The State of Alabama, {
Baldwin County.

CIRCUIT COURT AT BAY MINETTE, ALA.

Before me, _____ a notary public
in and for said County, personally appeared _____ KIRBY WHARTON
who, being duly sworn, on oath saith that _____ Dock Browder
_____ justly indebted to
_____ the Bank of Fairhope, a corporation
in the sum of _____ Four hundred forty-seven and 63/100 (\$447.63)ars, which said
amount is justly due after allowing all just offsets and discounts, and that the said Dock Browder
_____ is about fraudulently to dispose of his property, and that
_____ the said Dock Browder has property or effects liable to
_____ satisfy this debt which he fraudulently withholds.

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or
other improper motive.

Subscribed and sworn to before me this _____ 25 _____ day of _____ September _____ 1926.

Notary Public, Baldwin County
Alabama.

RECORDED

No. _____

The State of Alabama,

Baldwin County.

CIRCUIT COURT
AT BAY MINETTE, ALA.

Bank Of Fairhope, a corporation

TO

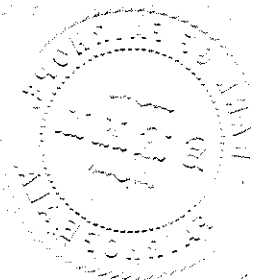
Dock Browder

Attachment Bond and Affidavit

Filed this the _____ day
of _____ 1926.

Clerk.

RICKARBY & RICKARBY
Attorney.



The State of Alabama, }
Baldwin County

TO ANY SHERIFF OF THE STATE OF ALABAMA;

WHEREAS, Bank of Fairhope, a corporation

Alice J. Duck
hath complained on oath to me, ~~ZEZWEZKEEZEZON~~, Clerk of Circuit Court of Baldwin County,
Ala., that Dock Browder

is justly indebted to the Plaintiff Bank of Fairhope, a corporation

in the sum of Four hundred forty-seven and 63/100 (\$447.63) Dollars, and
Bank of Fairhope by its President having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of
Dock Browder

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such
estate, so attached unless replevied, so to secure, that the same may be liable to further pro-
ceedings thereon to be had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be
held at the Court House of said County, on _____ Monday of _____
_____ 19____ next; when and where you must make known to said Court how
you have executed this Writ,

WITNESS, my hand, this 25 day of Nov A. D. 1924

Alice J. Duck Clerk.

The following described
Property has been
attached Nov. 26 1946
One Chevrolet 1942
Truck Motor No
BL 83150 and also
Pine logs lying on
premises described
in writ of attachment

C. E. Garrett Sheriff
H. F. Hall Deputy Sheriff

RECORDED

No. 1011

ATTACHMENT

Vs. } Attachment

Issued 192

Moore Printing Co. Bay Minette, Ala.

570320

BOOK 50.00
1/2 380.20
+ 7.53
387.73
387.73
387.73
12

\$430.20

FAIRHOPE, ALA.,

May 27,

1946

June 27, 1946

AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF Bank of Fairhope

Four Hundred Thirty and 20/100-----

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE **BANK OF FAIRHOPE, Fairhope, Ala.,**

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

1942 Chevrolet truck, motor no. BL83150, tag no. 5H2484, complete with
dual wheel log trailer

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of 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 said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof all right to exemption under the constitution and laws of Alabama, or any other state, 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

ATTEST

Doc Browder (L. S.)

Mr. Doc Browder
Rt. 1, Robertsedale (L. S.)

FAIRHOPE COURIER PRINT

($\frac{1}{2}$ mi. S of M. P. Wallace on Gateswood Rd.)

Doc Browder 5-27-46

4.20 interest
✓ 2.00 recording
4.00 life insurance
70.00 truck insurance
350.00 cash

430.20 total

agree on payment of approximately
100.00 to be extend 30 days.

239 The undersigned endorsers assume the contract shown by the face of this note.

STATE OF ALABAMA, BALDWIN COUNTY

Filed May 31, 1946

Recorded 10/28 book 114 page 312
and I certify that the following Privilege Tax has
been paid.

Dead Tax.

Mortgage Tax

75

Judge of Probate.

By L. G.

ENDORSEER

No

MAKE

ADDRESS

DUPLICATE

AMOUNT

PAID

INT.

P.D. TILL

PRINCIPAL

BALANCE

$$\begin{array}{r} m - 75 \\ R - 85 \\ \hline 160 \end{array}$$

Bank of 7' Lape