

1143

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA: You are hereby commanded to summon J. R. GREEN, to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against J. R. GREEN, by the FARMERS & MERCHANTS BANK of Foley, Alabama, an Alabama Corporation.

Witness my hand this the 11 day of February, 1948.

Alise J. Leuck
Clerk

FARMERS & MERCHANTS BANK OF FOLEY)
An Alabama Corporation,)
Plaintiff)
vs.)
J. R. GREEN,)
Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE

The Plaintiff claims of the Defendant the following personal property, viz: One 1941 Model Oldsmobile Club Coupe, Motor No. G 267 043, Serial No. 6613-989, with the value of the hire or use thereof during the detention, viz: from the 10th day of February, 1948.

COUNT TWO

The Plaintiff claims of the Defendant \$106.64, due by chattel mortgage note, made by him on the 30th day of September, 1947, to the Farmers & Merchants Bank of Foley, and payable on demand and in five (5) monthly installments of \$50.00 each, beginning on the 1st day of November, 1947, with interest thereon at the rate of 8% per annum, from maturity. Said note provides that in the event that any of said monthly installments are not paid when due, the whole of the amount being unpaid shall immediately become due and payable.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant waived his right to payment of this debt, all right of exemption under the Constitution and Laws of the State of Alabama, or any other state in the United States and agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff claims the sum of \$30.00, as such attorney's fee.

COUNT THREE

The Plaintiff claims of the Defendant \$106.64, and \$30.00 as attorney's fees, damages for conversion by him, on the 10th day of February, 1948, on the following chattel:

One 1941 Model Oldsmobile Club Coupe, Motor No. G 267 043, Serial No. 6613-989, the property of the Plaintiff.

Forest A. Christian
Forest A. Christian, Foley, Alabama
Attorney for Plaintiff

There is attached hereto and made a part hereof an itemized statement of the amount of this claim, verified by the affidavit of a competent witness. Made before and certified to by a Notary Public which shows the amount owed on this claim of February 10, 1948.

Forest A. Christian

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

KNOW ALL MEN BY THESE PRESENTS, that the Farmers & Merchants Bank of Foley, Alabama, a corporation, as Principal, is held and firmly bound unto J. R. Green, his heirs, executors and administrators in the sum of TWO HUNDRED NINETEEN & 00/100 DOLLARS (\$215.00) for the payment of which it binds itself, its successors and assigns, firmly by these presents.

Sealed with its seal and dated this the 10th day of February, 1948.

The condition of the above obligation is such that whereas the above bounden Farmers & Merchants Bank of Foley, Alabama, a corporation has on the 10th day of February, 1948, 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 J. R. Green for the recovery of the following described personal property, to wit: One 1941 Model Oldsmobile Club Coupe, Motor No. G 267 043, Serial No. 6613-989.

Now, if the said Farmers & Merchants Bank of Foley, Alabama, a corporation, shall fail in the said suit and shall pay to the said J. R. Green, the Defendant, in the said writ, all such costs and damages he may sustain by the wrongful suing out thereof, then this obligation shall be void, otherwise to remain in full force and effect.

FARMERS & MERCHANTS BANK, FOLEY, ALABAMA
BY:

Jas Schultz
Cashier

E. F. Sanders
Vice-President

Taken and approved this the _____ day of February, 1948.

Circuit Clerk

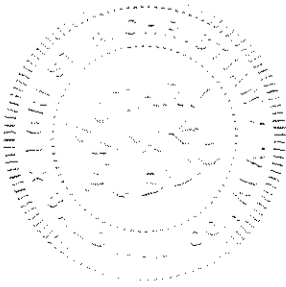
THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

Before me, the undersigned authority within and for said County in said State, personally appeared E. F. Sanders, Vice-President of the Farmers & Merchants Bank of Foley, Alabama, who, after being by me first duly and legally sworn, deposes and says: That the property sued for in the complaint of the Farmers & Merchants Bank of Foley, Alabama, a corporation, Plaintiff, vs. J. R. Green, Defendant, being the following personal property, to wit: One 1941 Model Oldsmobile Club Coupe, Motor No. G. 267 043, Serial No 6613-989, belongs to the said Farmers & Merchants Bank of Foley, Alabama, the said Plaintiff.

E. F. Sanders
E. F. Sanders

Sworn to and subscribed before me this the 10th day of February, 1948.

James G. Clark
Notary Public, Baldwin County, Alabama



THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

AFFIDAVIT OF FOREST A. CHRISTIAN

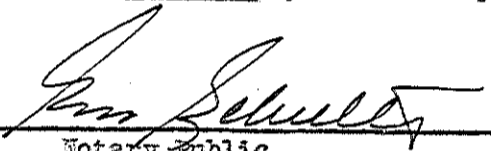
- Forest A. Christian, first being duly sworn, deposes and says as follows:

That he is a duly licensed attorney, practicing law at Foley, Alabama, that he knows the reasonable fee to be charged for legal services by members of the Bar of the State of Alabama and more especially Baldwin County in said State; that the Farmers & Merchants Bank of Foley, Alabama, has employed him to collect a debt owed by J. R. Green on a chattel mortgage note, in which the Defendant agreed to pay all costs of collection, or attempting to collect or repossessing or attempting to repossess, including reasonable attorney's fees whether incurred with or without suit; and that he believes that \$30.00, is a reasonable fee in this matter.

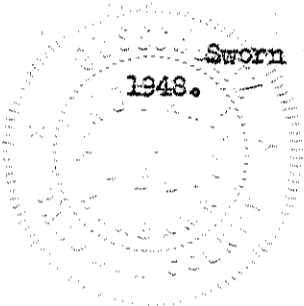


Forest A. Christian

Sworn to and subscribed to before me this the 10th day of February, 1948.



Notary Public



ORDER TO SHERIFF TO TAKE PROPERTY INTO POSSESSION

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO THE SHERIFF OF SAID COUNTY, GREETING:

The Plaintiff having given bond and made affidavit 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 security in double the value of the property, conditioned 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.

Witness my hand this the 11 day of February, 1948.

Alice J. Suck
Clerk of Circuit Court, Baldwin County,

RECORDED

114 B

FARMERS & MERCHANTS BANK
FOLEY, ALABAMA, Plaintiff

VS.

J. R. GREEN,
Defendant

CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA

(COPY)

Suck
2-11-48
Alice J. Suck
clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA: You are hereby commanded to summon J. R. GREEN, to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against J. R. GREEN, by the FARMERS & MERCHANTS BANK of Foley, Alabama, an Alabama Corporation.

Witness my hand this the 11 day of February, 1948.

W. J. Much
Clerk

FARMERS & MERCHANTS BANK OF FOLEY)
An Alabama Corporation,)
Plaintiff)
vs.)
J. R. GREEN,)
Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE

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COUNT TWO

The Plaintiff claims of the Defendant \$106.64, due by chattel mortgage note, made by him on the 30th day of September, 1947, to the Farmers & Merchants Bank of Foley, and payable on demand and in five (5) monthly installments of \$50.00 each, beginning on the 1st day of November, 1947, with interest thereon at the rate of 8% per annum, from maturity. Said note provides that in the event that any of said monthly installments are not paid when due, the whole of the amount being unpaid shall immediately become due and payable.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant waived his right to payment of this debt, all right of exemption under the Constitution and Laws of the State of Alabama, or any other state in the United States and agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff claims the sum of \$30.00, as such attorney's fee.

COUNT THREE

The Plaintiff claims of the Defendant \$106.64, and \$30.00 as attorney's fees, damages for conversion by him, on the 10th day of February, 1948, on the following chattel:

One 1941 Model Oldsmobile Club Coupe, Motor No. G 267 043, Serial No. 6613-989, the property of the Plaintiff.

There is attached hereto and made a part hereof an itemized statement of the amount of this claim, verified by the affidavit of a competent witness. Made before and certified to by a Notary Public which shows the amount owed on this claim of February 10, 1948.

Forest A. Christian
Forest A. Christian, Foley, Alabama
Attorney for Plaintiff

Forest A. Christian

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

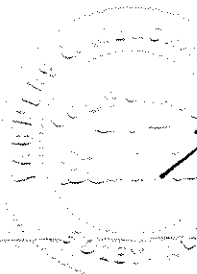
KNOW ALL MEN BY THESE PRESENTS, that the Farmers & Merchants Bank of Foley, Alabama, a corporation, as Principal, is held and firmly bound unto J. R. Green, his heirs, executors and administrators in the sum of TWO HUNDRED FIFTEEN & 00/100 DOLLARS (\$215.00) for the payment of which it binds itself, its successors and assigns, firmly by these presents.

Sealed with its seal and dated this the 10th day of February, 1948.

The condition of the above obligation is such that whereas the above bounden Farmers & Merchants Bank of Foley, Alabama, a corporation has on the 10th day of February, 1948, 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 J. R. Green for the recovery of the following described personal property, to wit: One 1941 Model Oldsmobile Club Coupe, Motor No. G 267 043, Serial No. 6613-989.

Now, if the said Farmers & Merchants Bank of Foley, Alabama, a corporation, shall fail in the said suit and shall pay to the said J. R. Green, the Defendant, in the said writ, all such costs and damages he may sustain by the wrongful suing out thereof, then this obligation shall be void, otherwise to remain in full force and effect.

FARMERS & MERCHANTS BANK, FOLEY, ALABAMA
BY:


Sam Schultz
Cashier

E. F. Sanders
Vice-President

Taken and approved this the _____ day of February, 1948.

Alice J. Duck
Circuit Clerk

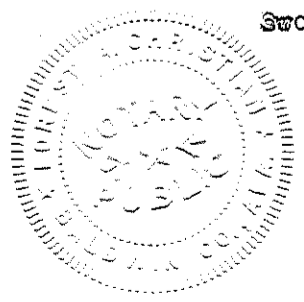
THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

Before me, the undersigned authority within and for said County in said State, personally appeared E. F. Sanders, Vice-President of the Farmers & Merchants Bank of Foley, Alabama, who, after being by me first duly and legally sworn, deposes and says: That the property sued for in the complaint of the Farmers & Merchants Bank of Foley, Alabama, a corporation, Plaintiff, vs. J. R. Green, Defendant, being the following personal property, to wit: One 1941 Model Oldsmobile Club Coupe, Motor No. G.267 043, Serial No 6613-989, belongs to the said Farmers & Merchants Bank of Foley, Alabama, the said Plaintiff.

E. F. Sanders
E. F. Sanders

Sworn to and subscribed before me this the 10th day of February, 1948.

James Christy
Notary Public, Baldwin County, Alabama

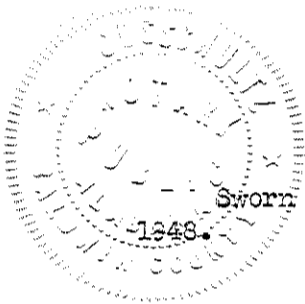


THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

AFFIDAVIT OF FOREST A. CHRISTIAN

- Forest A. Christian, first being duly sworn, deposes and says as follows:

That he is a duly licensed attorney, practicing law at Foley, Alabama, that he knows the reasonable fee to be charged for legal services by members of the Bar of the State of Alabama and more especially Baldwin County in said State; that the Farmers & Merchants Bank of Foley, Alabama, has employed him to collect a debt owed by J. R. Green on a chattel mortgage note, in which the Defendant agreed to pay all costs of collection, or attempting to collect or repossessing or attempting to repossess, including reasonable attorney's fees whether incurred with or without suit; and that he believes that \$30.00, is a reasonable fee in this matter.



Forest A. Christian
Forest A. Christian

Sworn to and subscribed to before me this the 10th day of February, 1948.

[Signature]
Notary Public

Received in Sheriff's Office
this 2 day of 12, 1948
TAYLOR WILKINS, Sheriff

RECORDED
1143
RECORDED

FARMERS & MERCHANTS BANK

FOLEY, ALABAMA,
Plaintiff

VS.

J. R. GREEN,
Defendant

CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA

Filed
2-11-48
Wesley J. Duck
clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

THE STATE OF ALABAMA,
BALDWIN COUNTY,

TO THE SHERIFF OF SAID COUNTY, GREENING;

The Plaintiff having given bond and made affidavit 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 security in double the value of the property, conditioned 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.

Witness my hand this the 11 day of February, 1948.

Wesley J. Duck
Clerk of Circuit Court, Baldwin County

ORDER TO SHERIFF TO TAKE PROPERTY INTO POSSESSION

Noted on 27 day of Feb. 1948
Not found in my county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff

147 Hall
Deputy Sheriff

COPY

FOREST A. CHRISTIAN
ATTORNEY AT LAW
FOLEY, ALABAMA

February 10, 1948

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed is an original and a copy of the case of the Farmers & Merchants Bank of Foley, Alabama, vs. J. R. Green. You will note that this is an attachment suit. If everything is in order, kindly give this to the sheriff as soon as possible because the bank is worried about the security in this case.

The defendant has taken the automobile to Sandford, Florida, where the defendant and the car are supposed to be at the present time. A registered letter was delivered to the defendant, General Delivery, Sandford, Florida, on February 6.

As I have stated, we are very anxious about this matter and any assistance that the sheriff can render will be greatly appreciated.

Yours very truly,

Forest A. Christian

cc for Sheriff