

FARMERS & MERCHANTS BANK OF
FOLEY, ALABAMA, A CORPORATION,
Plaintiff

VS.

BURK GANEY,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

MOTION

Comes the plaintiff and moves the Court to render a judgment by default and cause the Clerk of Court to calculate the amount of the interest due on the itemized statement of account, verified by the affidavit of a competent witness, which itemized account is affixed and made a part of this motion.


Forest A. Christian
Attorney for Plaintiff

Forest A. Christian
Attorney for Plaintiff

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)


Before me, the undersigned authority, personally appeared E. F. Sanders, known to me, who being duly sworn upon his oath, states that he is the vice-president of the Farmers & Merchants Bank of Foley, Alabama, and that as such he makes this affidavit:

That on January 15, 1946, the Burk Ganey executed a promissory note to the Farmers & Merchants Bank of Foley, Alabama, for the amount of \$75.00, which note was due and payable on or before the 15th day of February, 1946, with interest at 8% at maturity. In, by and as a part of said note the Defendant waives all rights of exemption under the Constitution and Laws of the State of Alabama or any other State in the United States, and agrees to pay for the advertising, selling, conveying and attorney's fees, which fee Plaintiff alleges to be \$25.00, and claims herewith. When the Defendant delivered this note to us, we gave him \$75.00, less the discount of interest for one month.

I am personally acquainted with these facts because I was the person who handled this loan and we have the original note to support this claim in our bank files.


E. F. Sanders

Sworn and subscribed before me this the 22nd day of November, 1946.


Notary Public

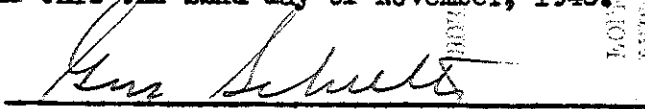
My commission expires:
12/27/49

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

Before me, the undersigned authority, personally appeared Forest A. Christian, known to me, who being duly sworn upon his oath, states that he is a licensed attorney in the State of Alabama, and that as such, he makes this affidavit; that he believes that \$25.00 is a reasonable fee in this case.


Forest A. Christian

Sworn and subscribed before me this the 22nd day of November, 1946.


Notary Public

My commission expires:

3-25-49

RECORDED

FARMERS & MERCHANTS BANK OF
FOLEY, ALABAMA, A CORPORATION,
Plaintiff

vs.

BURK GANEY,

Defendant

AT LAW

ROBERT A. CHILDS

MOTION AND AFFIDAVIT

Filed
11-25-46

Amey J. Luck
clerk

CLERK OF COURT

And I certify that said Motion and Affidavit were filed and docketed in the above

cause, to wit:

And I further certify that said Motion and Affidavit were filed and docketed in the above
cause, to wit:

And I further certify that said Motion and Affidavit were filed and docketed in the above
cause, to wit:

And I further certify that said Motion and Affidavit were filed and docketed in the above
cause, to wit:

And I further certify that said Motion and Affidavit were filed and docketed in the above
cause, to wit:

DETINUE BOND

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 Burk Ganey, his heirs, executors and administrators in the sum of TWENTY FIVE DOLLARS (\$25.00) for the payment of which it binds itself, its successors and assigns, firmly by these presents.

Sealed with its seal and dated this the 29 day of March, 1946.

The condition of the above obligation is such that whereas the above bounden Farmers & Merchants Bank of Foley, Alabama, a corporation, has on the 29 day of March, 1946, 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 Burk Ganey for the recovery of the following described personal property, to wit: One 1941 Model Chevrolet one and one-half Ton Truck, Motor No. 3540109.

Now, if the said Farmers & Merchants Bank of Foley, Alabama, a corporation, shall fail in the said suit and shall pay to the said Burk Ganey, 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.

Attest:

FARMERS & MERCHANTS BANK, FOLEY, ALABAMA
BY:

[Signature]
Cashier

[Signature]
Vice-President

Taken and approved this the 29 day of March, 1946.

[Signature]
Circuit Clerk

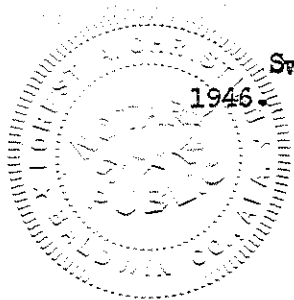
THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

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. Burk Ganey, Defendant, being the following personal property, to wit: One 1941 Model Chevrolet One and one-half Ton Truck, Motor No. 3540109, belongs to the said Farmers & Merchants Bank of Foley, Alabama, the said Plaintiff.

[Signature]
E. F. Sanders

Sworn to and subscribed before me this the 29 day of March, 1946.

[Signature]
Notary Public, Baldwin County, Alabama



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RECORDED

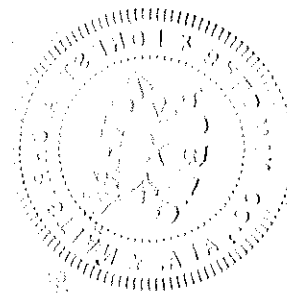
DETINUE BOND

FARMERS & MERCHANTS BANK
FOLEY, ALABAMA, A CORPORATION,
Plaintiff

vs.

BURK GANEY,
Defendant

Filed May 29 1946
W. H. Ganev
Clark



DETINUE BOND

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 Burk Ganey, his heirs, executors and administrators in the sum of TWENTY FIVE DOLLARS (\$25.00) for the payment of which it binds itself, its successors and assigns, firmly by these presents.

Sealed with its seal and dated this the _____ day of _____, 1946.

The condition of the above obligation is such that whereas the above bounden Farmers & Merchants Bank of Foley, Alabama, a corporation, has on the _____ day of _____, 1946, 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 Burk Ganey for the recovery of the following described personal property, to wit: One 1941 Model Chevrolet one and one-half Ton Truck, Motor No. 3540109.

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

Attest

FARMERS & MERCHANTS BANK, FOLEY, ALABAMA
BY:

Cashier

Vice-President

Taken and approved this the _____ day of _____, 1946.

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. Burk Ganey, Defendant, being the following personal property, to wit: One 1941 Model Chevrolet One and one-half Ton Truck, Motor No. 3540109, belongs to the said Farmers & Merchants Bank of Foley, Alabama, the said Plaintiff.

E. F. Sanders

Sworn to and subscribed before me this the 29 day of March, 1946.

Notary Public, Baldwin County, Alabama

DEFINITE BOND

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 Bank Ganey, its heirs, executors and administrators in the sum of FIVE DOLLARS (\$5.00) for the payment of which it binds itself, its successors and assigns, jointly by these presents.

Sealed with its seal and dated this _____ day of _____, 1946.

The condition of the above obligation is such that whereas the above bonded Farmers & Merchants Bank of Foley, Alabama, a corporation, has on the day of _____, 1946, 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 Bank Ganey for the recovery of the following described personal property, to wit: One 1941 Model Chevrolet one and one-half ton truck, Motor No. 3540109.

It is the said Farmers & Merchants Bank of Foley, Alabama, a corporation, that it shall fail in said writ and shall pay to the said Bank Ganey, the Plaintiff, in the said writ, all such costs and damages he may sustain by the wrong done out thereof, then this obligation shall be void, otherwise to remain in full force and effect.

FARMERS & MERCHANTS BANK, FOLEY, ALABAMA

By: _____

Vice-President

Cashier

Taken and approved this the _____ day of _____, 1946.

Circuit Clerk

THE STATE OF ALABAMA,

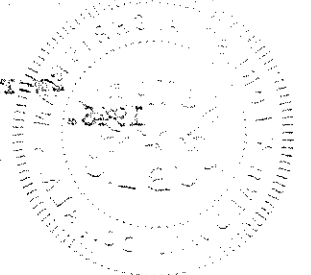
BALDWIN COUNTY.

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. Bank Ganey, Defendant, being the following personal property, to wit: One 1941 Model Chevrolet one and one-half ton truck, Motor No. 3540109, belongs to the said Farmers & Merchants Bank of Foley, Alabama, the said Plaintiff.

E. F. Sanders

Witness my hand and subscribed before me this the _____ day of _____, 1946.

Notary Public, Baldwin County, Alabama



THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Burk Ganey 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 Farmers & Merchants Bank of Foley, Alabama, a corporation.

Witness my hand this the 29 day of March, 1946.

[Signature]

Clerk of the Circuit Court

FARMERS & MERCHANTS BANK OF
FOLEY, ALABAMA, A CORPORATION,
Plaintiff

vs.

BURK GANEY,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
IN LAW

COUNT I.

The Plaintiff claims of the Defendant the following personal property, viz: One 1941 Model Chevrolet One and one-half Ton Truck, Motor No. 3540109, with the value of the hire or use thereof during the detention, viz: from the 15th day of February, 1946.

COUNT II.

The Plaintiff claims of the Defendant the sum of SEVENTY FIVE DOLLARS (\$75.00), due by promissory note made by him on the 15th day of January, 1946, with interest thereon, which sum of money, together with interest thereon is still due and unpaid. In, by and as a part of said note the Defendant waives all rights of exemption under the Constitution and Laws of the State of Alabama or any other State in the United States, and agrees to pay for the advertising, selling, conveying and attorney's fees, which fee Plaintiff alleges to be \$25.00, and claims herewith.

[Signature]

Forest A. Christian, Foley, Alabama
Attorney for Plaintiff

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

The Plaintiff in this suit having made affidavit and given bond as required by law, you are hereby commanded to take the property mentioned in the within complaint into your possession unless the said Defendant give bond payable to the Plaintiff with sufficient surety in double the value of the said 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 such costs and damages which may accrue from the detention thereof.

Dated this the 29 day of March, 1946.

[Signature]

Clerk of the Circuit Court

Executed on this the 2nd day of October
1946 by serving a copy of the within
Summons and Complaint on Burk
Ganey.

J. R. Raby, Sheriff
Escambia County, Ala.

959 X
RECORDED
SUMMONS AND COMPLAINT

FATHERS & MERCHANTS BANK
FOLEY, ALABAMA, A CORPORATION,
Plaintiff

VS.

BURK GANEY,
Defendant

Filed for record 20-10-1946
J. R. Raby

FOREST A. CHRISTIAN
ATTORNEY AT LAW
FOLEY, ALABAMA

Mrs. Duck:

If you will send cost bill in
F + M Bank v. Bank Gary, I believe
that bank will pay costs. # 859

Chas

$$\begin{array}{r}
 16.25- \\
 103.80 \\
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 120.05
 \end{array}$$

$$\begin{array}{r}
 64.60 \\
 25.00 \\
 \hline
 39.60
 \end{array}$$

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