

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

.

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

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.

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

Notary Public

NAIN

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

My commission expires:

3-25-49

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

Defendant BURK GANEY,

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DETINUE BOND

THE STATE OF ALABAMA,

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 guday 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 59. day of Accordance, 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.

FARMERS & MERCHANTS BANK, FOLEY, ALABAWA BY:

Cashier

Vice-President

Taken and approved this the 4 day of 1946.

Circuit Clerk

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Plaintiff.

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

E. F. Sanders

Sworn to and subscribed before me this the 29 day of Mortell

Notary Public, Baldwin County, Alabama

959 RECORDED

DETINUE BOND

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

VS

BURK GANEY,

Defendant

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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.

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Defendant, in the said writ, al wrongful swing out thereof, the remain an full force and effect	l such costs en n this obligati	id damages he ma	err cracked on her th
Attests / / / / / / / / / / / / / / / / / /	FARVERS &	TECHAIMS BANK,	FOLEY, ALABAMA
Gashier		Vice-Pres	ident
Taken and approved this th	eday of_		, /1946.
and the contract of the contra	***		17 402
		Circuit Clerk	

THE STATE OF ALABAMA,

Before me, the undersigned authority within and for said County in said State, personally appeared E. F. Sanders, Vice-Fresident 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

Swern to and subscribed before me this the 29 day of Movel

Notary Public, Baldwin County, Alabama

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THE STATES

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BALDWIN COURTY.

ANOW ALL MEN BY THESE PRESENTS, that the Pareors & Merchants Bank of Foley, Alabams, a corporation, as Frincipal, is held and finally bound unto Burk Ganey, his beirs, executors and administrators in the sum of FERMIT FIVE DOLLARS (\$25.00) for the payment of which it binds itself, its success

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Defore me, the undersigned sutherity within and for said Jounty in said State, personally appeared E. Sanders, Vice-Fresident of the Farmers & Merchants Mank of Foley, Alabama, who, after being by me first duly and legally sworn, deposes and cares That the property sued for in the complaint of the Farmers & Merchants Bank of Foley, Alshama, a corporation, Plaintiff, vs. Burk Ganey, Defendant, being the following personal property, to with One 1941 Model Chevrolet One and one-half fon Truck, Moder No. 2540109, belongs to the said Parmors & Merchants Bank of Voley, Alabama, the said

F. Sanders

There to and subscribed between no this the BR day of

Fuelle, Beldwin County, Alabema

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 Finday of March, 1946

Clerk of the Gircuit Court

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

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW

VS.

BURK GANEY,

Defendant

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.

Forest A. Christian, Foley, Alabama Attorney for Plaintiff

THE STATE OF ALABAMA,

BALDWIN COUNTY.

TO ANY CHERIFF 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 20 day of War , 1946.

Clerk of the Circuit Court

Executif on this the 2 nd lay of October 1946 by suring a lopy of the rotaling Turned and Complaint on Buck Haney.

Haney.

J. R. Raby Sherry Escandia County Itala.

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SUNNOWS AND COMPAIN.

FAIRIBRS & MENCHANT'S BANK
FOLEY, ALABAMA, A CORPORATION,
PLAINTIFF
VS.

BURK GANEY,
Defendant

FOREST A. CHRISTIAN ATTORNEY AT LAW FOLEY, ALABAMA

FOREST A. CHRISTIAN
ATTORNEY AT LAW
FOLEY, ALABAMA

Mor, Duck:

If you will send coat bill in

It m Bank V. Burk Gare, I believe

that bank well pay wat, # 859.

25.00

