

1327

THE BANK OF FAIRHOPE,
Plaintiff

L A W

No. 1327

-vs-

CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NORMAN ALLEN,
Defendant

This day came the Plaintiff and by attorneys, and the Defendant, being called, failed to appear and plead, making default, now, after hearing the evidence and on motion of the Plaintiff who has made proof that the Defendant was in possession of the property sued for at the time of the commencement of this suit, it is, therefore, **CONSIDERED, ORDERED and ADJUDGED** by the Court:

1. That the judgment be, and the same is hereby rendered in favor of the Plaintiff and against the Defendant for the property sued for, viz/:

1 1947 1½ ton Ford Truck, type 158 WB DW
CC, Motor #799T-1393638.

2. That said property, being in the possession of the Plaintiff, no alternate value is assessed.

It is, therefore, **CONSIDERED, ORDERED and ADJUDGED** by the Court that the Plaintiff have and recover of the Defendant the costs in his behalf expended and for all of which execution may issue.

Done this day of May, 1949.

Judge/

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BANK OF FAIRHOPE,
Plaintiff
-vs-
NORMAN ALLEN,
Defendant

JUDGMENT FOR PLAINTIFF BY
DEFAULT

[illegible][illegible]

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100

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

May 6, 1949

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

Dear Mrs. Duck:

With this we hand you papers in the case of the Bank of Fairhope vs. Norman Allen. Please present same to the Judge for judgment by default and oblige.

We are also sending original documents and copies and ask that after judgment is rendered, copies may be substituted for the originals which may be needed in case we have to call on the R. F. C. to take care of loss in this case.

Yours very truly,

RICKARBY & RICKARBY

by:- 

EGRjr:la
encls.

[illegible]

FILED
MAY 10 1949
ALICE J. DUCK, Clerk.

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

March 30, 1949

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

Dear Mrs. Duck:

With this we hand you suit in
detinue of the Bank of Fairhope vs. Norman
Allen.

Norman Allen is a colored man who
lives in Fairhope and whose truck will have to
be repossessed.

Please issue process and send,
together with the enclosed letter, to Taylor
Wilkins and oblige.

Yours very truly,

RICKARBY & RICKARBY

by: 

EGRjr:la
521.
encls.

BANK OF FAIRHOPE, a
Corporation,
Plaintiff

L A W

No. 1327

-vs-

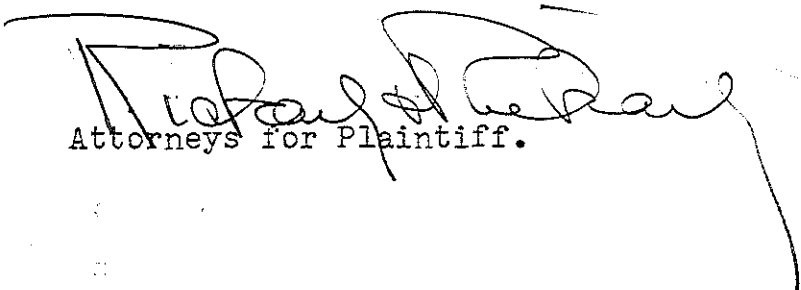
CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NORMAN ALLEN,
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 property sued for in the Complaint, that the papers in the case, including the affidavit of the President of Plaintiff Corporation be sent to the Judge of this Court, together with certificate showing Defendant's default, and request judgment.


Attorneys for Plaintiff.

BANK OF FAIRHOPE, a
Coproration,
Plaintiff

-vs-

NORMAN ALLEN,
Defendant

.....
MOTION FOR JUDGMENT BY
DEFAULT
.....

FILED
MAY 10 1949
ALICE L. DUCK, Clerk

RICKARBY & RICKARBY,
Attorneys for Plaintiff.

\$1568.85

FAIRHOPE, ALA., Feb. 10, 1947 194

Schedule on reverse AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF BANK OF FAIRHOPE

One Thousand Five Hundred Sixty Eight and 85/100-----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:

1 1947 1½ ton Ford truck, type 158 WB DW CC, motor #799T-1393638.

Makes agrees to carry fire, theft and collision insurance covering
~~the above described truck with loss payable to the holder hereof.~~

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

/s/ JOHN ROBERTSON (L. S.)

(L. S.)

GI (TRUCK) BUSINESS LOAN

1156

John Robertson
Fairhope, Ala.

1568.85

ENDORSER

NO.

MAKER

ADDRESS

The undersigned endorser assumes
the contract shown by the face of
this note.

281.15 due
on payments

DUE	AMOUNT	PAID	INT.	PD. TILL	PRINCIPAL	BALANCE
\$72.00 March 10, 1947 and a like amount on the 10th day of each month thereafter for a total of 21 payments with a final payment of \$56.85 on the 10th day of the 22nd month hereafter; each payment to be accompanied by interest at the rate of 4% per annum on the unpaid balance. Default in payment of any one note shall give the holder hereof the option of declaring the entire unpaid balance due and payable at once.						
	U. S.	Gov. check	3/17/47	31.37		1537.48
3-10-47	62.00	4-17-47	5.23	3-10-47	56.77	1480.71
4-10-47	69.70	4-29-47	4.93	4-10-47	64.77	1415.94
5-10-47	42.50	5-27-47	4.72	5-10-47	37.78	1378.16
6-10-47	25.50	6-4-47	4.59	6-10-47	20.91	1357.25
7-10-47	34.00	6-23-47	Klump	7/10-47	6/11	1323.25
7-10-47	34.00	6-23-47	4.54	7-10-47	29.46	1293.79
8-10-47			Klump	11/6		1237.79
9-10-47						
10-10-47						
11-10-47	175.00	11-18-47	11.84	11-10-47	157.16	1080.63

State of Alabama, Baldwin County

Filed Feb. 20, 1947, 1 P.M.

Recorded mortgage book 125, page 193

and I certify that the following Privilege
Tax has been paid.

Deed Tax

Mortgage Tax

2.40

/s/ W. R. STUART
Judge of Probate

by: L. G.

C O P Y

I, John Robertson, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration in hand paid by NORMAN ALLEN, receipt of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL and CONVEY unto NORMAN ALLEN all my right, title and interest in and to the following described property:

1 1947 1½ Ton Ford Truck, type 158 WB DW CC,
motor #799T-1393638.

This property is sold subject to a first mortgage in favor of the Bank of Fairhope upon which there is now due the sum of approximately \$1350.00, which NORMAN ALLEN agrees to pay.

Done this the 15 day of Nov., Nineteen Hundred Forty-Seven.

/s/ JOHN ROBERTSON

/s/ NORMAN ALLEN

STATE OF ALABAMA:

COUNTY OF BALDWIN:

I, E. G. RICKARBY, Jr., a Notary Public in and for said State and County, hereby certify that John Robertson, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15 day of Nov., 1947.

(SEAL)

/s/ E. G. RICKARBY, Jr.

Notary Public, Baldwin County, Alabama.

FILED

MAY 10 1949

Alice J. Duck, Clerk

The State of Alabama,
Baldwin County

CIRCUIT COURT

No. _____

193..

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon NORMAN ALLEN

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 the same, then and there to answer the complaint of _____

BANK OF FAIRHOPE, A Corporation.Witness my hand this 31st day of March 1949W. C. Ruck Clerk.

COMPLAINT

BANK OF FAIRHOPE, ACorporation

Plaintiff

versus

NORMAN ALLEN

Defendant..

The plaintiff claims of the defendant the following personal property, to-wit:

" 1 1947 1½ Ton Ford Truck, type 158 WB DW CC,
Motor No. 799T-1933638

with the value of the hire or use thereof during the detention, to-wit:

from December 18, 1948 ~~1948~~ to March 25th, ~~1948~~ 1949.RICKARBY & RICKARBY

Plaintiff's Attorneys

The State of Alabama,

BALDWIN COUNTY

CIRCUIT COURT

BANK OF FAIRHOPE, A

Corporation,

vs.

PLAINTIFFS

NORMAN ALLEN

DEFENDANTS

Detinue Summons and ComplaintFiled 3-31, 1927Reich. Leuck Clerk

RICKARBY & RICKARBY

Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives 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 damages and costs which may accrue from the detention thereof.

Reich. Leuck Clerk.

Defendant lives at

4-1

Received in office

4-11927Taylor Wilkins

Sheriff

I have executed this summons

this

4-11927

by leaving a copy with

Norman Allenand taking intomy possessionthe withindescribedpropertyTaylor Wilkins

Sheriff

W. F. Hall

Deputy Sheriff

THE BANK OF FAIRHOPE,
Plaintiff

L A W

No. 1327

-vs-

CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

NORMAN ALLEN,
Defendant

This day came the Plaintiff and by attorneys, and the Defendant, being called, failed to appear and plead, making default, now, after hearing the evidence and on motion of the Plaintiff who has made proof that the Defendant was in possession of the property sued for at the time of the commencement of this suit, it is, therefore, CONSIDERED, ORDERED and ADJUDGED by the Court:

1. That the judgment be, and the same is hereby rendered in favor of the Plaintiff and against the Defendant for the property sued for, viz/:

1 1947 1½ ton Ford Truck, type 158 WB DW
CC, Motor #799T-1393638.

2. That said property, being in the possession of the Plaintiff, no alternate value is assessed.

It is, therefore, CONSIDERED, ORDERED and ADJUDGED by the Court that the Plaintiff have and recover of the Defendant the costs in his behalf expended and for all of which execution may issue.

Done this 10th day of May, 1949.

Jeffrey J. Mathis, Jr.
Judge/

C O P Y

BANK OF FAIRMOPE,
Plaintiff

-VS-

NORMAN ALLEN,
Defendant

JUDGMENT FOR PLAINTIFF
BY DEFAULT

FILED
MAY 10 1949
ALICE J. DUCK, Clerk

W. J. Duck

STATE OF ALABAMA:

COUNTY OF BALDWIN:

KNOW ALL MEN BY THESE PRESENTS, That we, BANK OF FAIRHOPE, as principal, and ~~King~~ and JE. Gaston, as surety, are held and firmly bound unto NORMAN ALLEN in the sum of SEVEN HUNDRED EIGHTY DOLLARS, to be paid to the said Norman Allen, his 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 and firmly, by these presents. Sealed withour seals, and dated this 30th day of March, in the year of our Lord, One Thousand Nine Hundred and Forty-nine.

The condition of the above obligation is such, That whereas the above bound Bank of Fairhope, on the day of the date hereof hath obtained at the suit of Bank of Fairhope vs. Norman Allen, a summons and complaint for the recovery of one 1947 1½ ton Ford Truck, type 158 WB DW CC, Motor no. 799T-1933638 property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession", as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of Baldwin County and which said endorsement is made upon the plaintiff entering into this bond.

NOW, if the said plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

BANK OF FAIRHOPE

by:

~~King~~ President

~~xxxxxx~~

~~Gastone~~

Taken and approved this 31st day of March, 1949.

Dennis Leuch Clerk.

(SEAL)

(SEAL)

Bank of Fairhope, Inc.
Taken and approved this 10th day of March, 1949.

(SEAL)
(SEAL)

President

By:

BANK OF FAIRHOPE

to be void, otherwise to remain in full force and effect.

By reason of the wrongful complaint in said case, then this obligation shall pay the Defendant all such costs and damages as he may sustain

Now, if the said Plaintiff shall fail in this suit, and this bond.

and which said endorsement is made upon the Plaintiff entering into
reference to the next term of the Circuit Court of Baldwin County
as required by law in such cases, which summons and complaint are
take the property mentioned in said complaint into his possession,
sent by the Clerk of said Court that the Sheriff is required to
property in specie against said defendant and take an endorsement
if for bond under Code 123 AB DA CC, Motor No. 1000T-1033232
Allen, a summons and complaint for the recovery of one 10th
hereof hath obtained of the suit of Bank of Fairhope as Norman
whereas the spoke found Bank of Fairhope, on the day of the date

The condition of the spoke obligation is such that

Five Hundred and Forty-nine.

Banking
Plaintiff

in the year of our Lord One Thousand

by these presents. Being without assets and stated this

executors and administrators and several and jointly

and each of us, and each of our heirs, assigns, and

or assigns, which becometh well and truly to be made, and

paid to the said Norman Allen, his heirs, executors, administrators

NORMAN ALLEN, the sum of SEVEN HUNDRED EIGHTY DOLLARS, to be

as aforesaid, and he and his heirs, assigns, and

FAIRHOPE, as aforesaid, and

KNOW ALL MEN BY THESE PRESENTS, that we, BANK OF

COUNTY OF BALDWIN:

STATE OF ALABAMA:

no 1327

ALLEN,
Defendant

BOND
DETINUE

FILED
3/10/49
DUCK, Clerk

BANK OF FAIRHOPE,
a Banking Corporation,
Plaintiff

L A W

CIRCUIT COURT OF

-vs-

BALDWIN COUNTY,

ALABAMA

NORMAN ALLEN,
Defendant

STATE OF ALABAMA;
COUNTY OF BALDWIN:

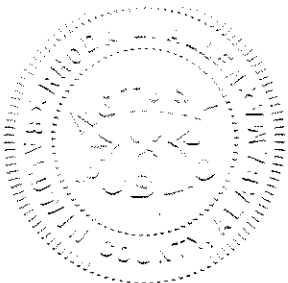
Before me, the undersigned Notary Public in and
for said State and County, personally appeared Kirby Wharton,
who, being duly sworn, deposeth and saith, That he is the
President of the Bank of Fairhope and that as such he has
knowledge of the facts that the property sued for in the
complaint of Bank of Fairhope vs. Norman Allen, belongs to
Bank of Fairhope, the said Plaintiff.



Sworn to and subscribed before me this 30th day
of March, 1949.

Rhoda L. Allen

Notary Public, Baldwin County, Alabama.

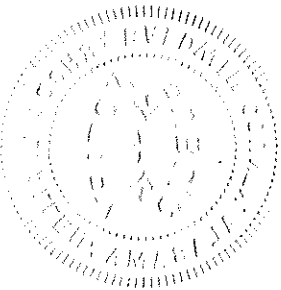


Notary Public, Baldwin County, Alabama.

of March, 1949.

Sworn to and subscribed before me this

day



Bank of Fairhope, the said Plaintiff.

Complainant of Bank of Fairhope as Norman Allen, before to
knowledge of the facts that the property sued for in the
President of the Bank of Fairhope and that as such he has
who, being duly sworn, deposed and said: That he is the
for said state and County, deponently observed Kirby Weston.

COMPLAINANT:
STATE OF ALABAMA

VS:

NORMAN ALLEN, Defendant

BANK OF FAIRHOPE, a
Banking Corporation,
Plaintiff

NORMAN ALLEN,
Defendant

DETINUE AFFIDAVIT

ALABAMA

BALDWIN COUNTY,

CIRCUIT COURT OF

D V N

Notary Public,
Banking Corporation,
Bank of Fairhope.

FILED
MAR 31 1949
JAMES L. BOON, Clerk

W 1327

STATE OF ALABAMA:

COUNTY OF BALDWIN:

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 31st day of March, 1949.

David F. Luck
Clerk Circuit Court, Baldwin County, Alabama.

Executed by serving a copy of the within summons and complaint on the Defendant this the day of 1949.

Sheriff.

by:

Deputy.

No 1327

Executed 4-1 19 49
by serving copy of within Summons and
Complaint on

Norman Allen and
taking into my possession
1 1947 1 1/2 ton Ford Truck

type 158 W.B.D.W.C.C. motor no

7997-1933638 Taylor William Sheriff

147 Hall Deputy Sheriff

CLERK OF DISTRICT COURT: GREENLAW:

as required by law. You are hereby notified to take the property

mentioned in the complaint into your possession; unless the

defendant give good security to the plaintiff with security in

people the value of the property. Court allowed just in the

defendant is not in the right; no other action shall be taken

sheriff; defendant the plaintiff to the sheriff to the sheriff

its costs and expenses which shall be paid by the defendant.

BANK OF FAIRHOPE,
Plaintiff

vs.
NORMAN ALLEN,
Defendant

ORDER TO SHERIFF TO TAKE
PROPERTY INTO POSSESSION

APR 3 1949
ALICE DICK, Clerk

CLERK DISTRICT COURT: GREENLAW: WITNESSES:

Executed by sheriff's copy of the within summons

and complaint on the defendant this the

day of

April.

GREENLAW:

WIT:

Deputy.

THE STATE OF ALABAMA:

COUNTY OF BALDWIN:

KNOW ALL MEN BY THESE PRESENTS: That we, THE BANK OF FAIRHOPE, as Principal, and *Kirby Wharton*, as Sureties, are held and *H. S. Bishop* and firmly bound unto NORMAN ALLEN in the sum of SEVEN HUNDRED EIGHTY DOLLARS, for the payment of which well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly, severally and firmly by these presents.

Sealed with our seals, and dates this, the *9th* day of April, Nineteen Hundred Forty-nine.

The condition of the above obligation is such, that WHEREAS, the said Bank of Fairhope did, on the *9th* day of *April*, 1949, sue out of the Circuit Court of Baldwin County, Alabama, a writ in detinue, directed to any Sheriff of the State of Alabama, and commanding him to take in his possession the following property sued for in said action of detinue, to-wit: 1 1947 1½ ton Ford Truck, type 158 WB DW CC, Motor No. 799T-1933638, which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin on the *9th* day of April, 1949, and executed by him on the *1st* day of April, 1949, by taking into his possession the following property, to-wit: 1 1947 1½ ton Ford Truck, described above.

And WHEREAS, the said Norman Allen, Defendant in said suit, has failed and neglected, for the space of five days from the taking into possession of said property by said Sheriff aforesaid, to give bond and take possession of said property as authorized by law.

NOW, THEREFORE, if the said Bank of Fairhope, Plaintiff in said suit, shall deliver the above described property to the said Norman Allen, Defendant in said suit, within thirty days after judgment, in case Plaintiff shall fail to recover the same in its said suit, and pay all damages for the detention of property and costs of suit, then, in that event, this obligation to be void, otherwise to remain in full force and effect.

BANK OF FAIRHOPE

by: *Kirby Wharton*

President.

(SEAL)

(SEAL)

Approved this *9th* day of *April*, 1949.

Taylor Wilkins
Sheriff, Baldwin County, Alabama.

Specimen, Defendant's Affidavit.

Abstracted from

of

, 1978.

(SEAT)

(SEAT)

Presented.

PA:

STATE OF ALABAMA

And, otherwise to remain in full force and effect.
and costs of suit, then, in that event, the obligation to be
in the said suit, and pay all damages for the recovery of property
after judgment, in case Plaintiff shall fail to recover the same
said Norman Allen, Defendant in said suit, within thirty days
in said suit, shall deliver the above described property to the
AOK, ALABAMA, in the said Bank of Fairhope, Plaintiff.

PA: I am.
to give bond and take possession of said property as authorized
being into possession of said property as said Sheriff possesses;
the being and neglected, for the sake of the said from the
the being, the said Norman Allen, Defendant in said suit,

THE BANK OF FAIRHOPE, a
Corporation, Plaintiff

-vs-

NORMAN ALLEN,
Defendant.

PLAINTIFF'S FORTHCOMING
BOND

and of Plaintiff, Nineteen hundred forty-nine...
being in these proceeds.
being, execution and administration, jointly, severally and
seize, we give ourselves and each of us, our and each of our
MICHIEL DOLLARS, for the payment of which said sum to be
and claim bond into Norman Allen in the sum of OLIVE HUNDRED
and...
PLAINTIFF, as Plaintiff, and
KNOW ALL MEN BY THESE PRESENTS: That we, THE BANK OF

COMMITTEE OF BIDDING:

THE GUARD OF INTEREST:

Ucl

I, John Robertson, for and in consideration of the sum of ONE DOLLAR and other good and valuable consideration in hand paid by NORMAN ALLEN, receipt of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL and CONVEY unto NORMAN ALLEN all my right, title and interest in and to the following described property:

1 1947 1½ Ton Ford Truck, type 158 WB DW CC,
motor #799T-1393638.

This property is sold subject to a first mortgage in favor of the Bank of Fairhope upon which there is now due the sum of approximately \$1350.00, which NORMAN ALLEN agrees to pay.

Done this the 18 day of Nov, Nineteen Hundred Forty-seven.

John Robertson

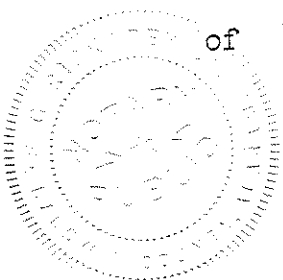
Norman Allen

STATE OF ALABAMA

COUNTY OF BALDWIN:

I, W. E. Peabody, a Notary Public in and for said State and County, hereby certify that John Robertson, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 18 day of Nov, 1947.



W. E. Peabody
Notary Public, Baldwin County, Alabama

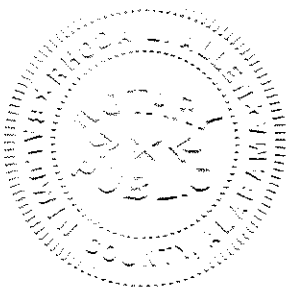
STATE OF ALABAMA:

COUNTY OF BALDWIN:

Before me, the undersigned Notary Public in and for said State and County, personally appeared this day KIRBY WHARTON, President of the Bank of Fairhope, who, being duly sworn, deposes and says that the 1947 1½ ton Ford Truck, type 158 WB DW CC, Motor Number 799T-1393638 belongs to the Bank of Fairhope by virtue of a chattel mortgage signed by John Robertson on the 10th day of February, 1947, the original of which note is attached hereto, and that affiant knows of his personal knowledge that the said John Robertson signed said note; that said mortgage is now in default and said truck was in the possession of the Defendant, Norman Allen, prior to the filing of this suit, by virtue of a Bill of Sale from John Robertson, which Bill of Sale is hereto attached; that the Defendant Norman Allen failed, or refused, to turn same over to the Plaintiff on demand.

~~Kirby Wharton~~
Affiant.

Subscribed and sworn to before me this the
day of May, 1949.



Rhoda L. Allen

Notary Public, Baldwin County, Alabama.

BANK OF FAIRHOPE, a
Corporation,
Plaintiff

- VŠ -

NORMAN ALLEN,
Defendant

AFFIDAVIT OF PRESIDENT OF
PLAINTIFF CORPORATION,

FILED
MAY 10 1949
ALICE J. DUCK, Clerk

