AMENDED REPLICATION

FARMERS & MERCHANTS BANK
of Foley, Alabama, a Corporation

Plaintiff

vs.

ALBERT NELSON, Individually,
and doing business as NELSON'S
GARAGE

Defendant

IN THE CIRCUIT COURT OF
THE TWENTY EIGHTH JUDICIAL
CIRCUIT OF ALABAMA
AT LAW - NO. 1437

Comes the Plaintiff and for replication states that the claims the property sued for in the original complaint on the following grounds, to wit: On December 8, 1948, J. C. Clemmons executed a chattel mortgage note in the amount of $1,875.00, due and payable on or before the 1st day of June, 1949, to the Plaintiff, for value received, with interest at the rate of 8% per annum, from date until paid. Said chattel mortgage note was filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on December 10, 1948, and is recorded in Mortgage Book 147, page 141, and which chattel mortgage note grants, bargains, sells and conveys to the Plaintiff the following described chattel property, to wit:

One (1) 1940 Model Mercury Convertible Coupe,
Motor No. 99A-173170, valued at $100.00, and

One (1) John Deere A Model Tractor on Rubber,

which is the identical property described in the original complaint.

The plaintiff states that the proceeds from the loan on this chattel mortgage note was used to purchase the John Deere A Model Tractor on rubber and that the said 1940 Mercury Convertible Coupe was in the possession of the said J. C. Clemmons at the time that the said chattel mortgage note was executed.

The Plaintiff further states that the said chattel mortgage note was executed and recorded prior to the time that defendant created the mechanic's lien on the said two chattel properties and the Plaintiff did not consent to or have notice of such repairs.

Burg G Blakley
Attorney for Plaintiff

1437

AMENDED REPLICATION

FARMERS & MERCHANTS BANK
of Foley, Alabama, a
Corporation,
Plaintiff

vs:

ALBERT NELSON, Individually,
and doing business as NELSON'S
GARAGE
Defendant

FILED
OCT 3 1950
ALICE I. DUCK, Clerk

IN THE CIRCUIT COURT OF

THE TWENTY EIGHTH JUDICIAL

CIRCUIT OF ALABAMA.

AT LAW No. 1437

FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation.

PLAINTIFF

-VS-

ALBERT NELSON, individually and doing business as Nelson's Garage.

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 1437

Now comes the Defendant and for answer to the Plaintiffs complaint and each paragraph thereof, separately and severally says:

1.

That he is not guilty.

2.

That he pleads the general issue.

3.

That the property described in the complaint was at the time the suit was filed in the possession of the Defendant; that the Defendant was holding the said property for work and labor done on the equipment amounting to THREE HUNDRED FIFTY FOUR DOLLARS AND FORTY TWO CENTS ($354.42) for which the Defendant had a lien; that Joe Clemmons the owner of the property at the time the suit was filed was indebted to the Defendant in the sum of THREE HUNDRED FIFTY FOUR DOLLARS AND FORTY TWO CENTS ($354.42) for working material on the said equipment for which the Defendant had and claims a lien.

J. Wm Stone

Attorney for the Defendant

The Defendant demands a trial by jury.

J. Wm Stone

Attorney for the Defendant

FARMERS & MERCHANTS BANK of
Foley, Alabama, a corporation.

PLAINTIFF

-VS-

ALBERT NELSON, Individually
and doing business as Nelson's
Garage.

DEFENDANT

NO. 1437

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 ALBERT NELSON in the sum of ONE THOUSAND TWO HUNDRED & 00/100 DOLLARS ($1,200), to be paid to the said ALBERT NELSON, his heirs, executors, administrators or assigns; for which payment, well and truly to be made, it binds itself, its successors and assigns, jointly and severally and firmly, by these presents. Sealed with its seal, and dated this the_____day of November, 1949.

The condition of the above obligation is such, That whereas the above bound FARMERS & MERCHANTS BANK of Foley, Alabama, on the day of the date hereof hath obtained at the suit of FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation, v. ALBERT NELSON, Individually, and doing business as NELSON'S GARAGE, a summons and complaint for the recovery of personal property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the porperty 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 law for said 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.

FARMERS & MERCHANTS BANK, FOLEY, ALABAMA.
BY:
Ben Schmitt (SEAL)
Cashier

Approved this the 14th day of November, 1949.

Clerk

No 1434

BOND

FARMERS & MERCHANTS BANK, of Foley, Alabama, a Corporation,

Plaintiff

vs.

ALBERT NELSON, Individually, and doing business as NELSON'S GARAGE,

Defendant

FILED
NOV 14 1949
ALICE J. DUCK, Clerk

AFFIDAVIT

FARMERS & MERCHANTS BANK, of
Foley, Alabama, a corporation,

Plaintiff

vs.

ALBERT NELSON, Individually, and
doing business as NELSON'S GARAGE,

Defendant

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

Before me, Forest A. Christian, a Notary Public in and for said County and State, personally appeared GUS SCHULTZ, cashier, who, being duly sworn, deposeth and saith, That the property sued for in the complaint of the FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation, vs. ALBERT NELSON, Individually, and doing business as NELSON'S GARAGE, belongs to the FARMERS & MERCHANTS BANK, the said Plaintiff.

Gus Schultz
Affiant

Sworn to and subscribed before me this the 13th day of November, 1949.

Forest A. Christian
Notary Public

My commission expires:
12/27/49

No 1434

[illegible]

[illegible] **AFFIDAVIT**

FARMERS & MERCHANTS BANK of Foley,
Alabama, a Corporation,

Plaintiff

vs.

ALBERT NELSON, Individually, and
doing business as NELSON'S GARAGE,

Defendant

FILED
NOV 14 1949
ALICE J. DUCK, Clerk

PLAINTIFF'S FORTHCOMING 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 ALBERT NELSON in the sum of ONE THOUSAND TWO HUNDRED & 00/100 DOLLARS ($1,200), for which payment well and truly to be made, it binds itself, its successors and assigns, ~~jointly, severally~~ and firmly by these presents.

Sealed with its seal and dated this the 24th day of November, 1949.

The condition of the above obligation is such, that whereas, the said FARMERS & MERCHANTS BANK of Foley, did, on the 14th day of November, 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 propertysued for in said action of detinue, to wit:

One (1) 1940 Model Mercury Convertible Coupe,
Motor No. 99A-173170; valued at $100.00, and

One (1) John Deere A Model Tractor on rubber,
valued at $500.00,

which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin on the 14th day of November, 1949, and executed by him on the 16th day of November, 1949, by taking into his possession the following property, to wit:

One (1) 1940 Model Mercury Convertible Coupe,
Motor No. 99A-173170, and

One (1) John Deere A Model Tractor on Rubber

And whereas the said ALBERT NELSON, 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 FARMERS & MERCHANTS BANK of Foley, plaintiff in said suit, shall deliver the above described property to the said ALBERT NELSON, 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 said property and costs of suit, then, in that event, this obligation to be void, otherwise remain in full force and effect.

FARMERS & MERCHANTS BANK, FOLEY, ALA.
BY:
[illegible] (SEAL)
Cashier

Approved this the 24th day of
[redacted], 1949.
Taylor Wilkins
Sheriff, Baldwin County, Ala.

PLAINTIFF'S FORTHCOMING BOND

FARMERS & MERCHANTS BANK,
FOLEY, ALABAMA

VS.

ALBERT NELSON, Individually,
and doing business as NELSON'S
GARAGE

FARMERS & MERCHANTS BANK of
Foley, Alabama, a Corporation,

Plaintiff

vs.

ALBERT NELSON, Individually,
and doing business as NELSON'S
GARAGE

Defendant

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAW NO. 1437

Comes the Plaintiff and for replication states that the claims the property sued for in the original complaint on the following grounds, to wit: On December 8, 1948, J. C. Clemmons executed a chattel mortgage note in the amount of $1,875.00, due and payable on or before the 1st day of June, 1949, to the Plaintiff, for value received, with interest at the rate of 8% per annum, from date until paid. Said Chattel mortgage note was filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on December 10, 1948, and is recorded in Mortgage Book 147, page 141, and which chattel mortgage note grants, bargains, sells and conveys to the plaintiff the following described chattel property, to wit:

One (1) 1940 Model Mercury Convertible Coupe,
Motor No. 99A-173170, valued at $100.00, and

One (1) John Deere A Model Tractor on Rubber,

which is the identical property described in the original complaint.

The plaintiff states that the proceeds from the loan on this chattel mortgage note was used to purchase the John Deere A Model Tractor on rubber and that the said 1940 Mercury Convertible Coupe was in the possession of the said J. C. Clemmons at the time that the said chattel mortgage note was executed.

Attorney for Plaintiff

FILED
JUN 10 1950
Alice J. Hook, Clerk

IN THE CIRCUIT COURT OF THE
TWENTY EIGHTH JUDICIAL CIRCUIT
OF ALABAMA - AT LAW NO. 1437

Jerome Mason, individually,
and doing business as Mason's
Grocery

Plaintiff

vs.

Joe Jones, a corporation

Defendant

Comes the Plaintiff and for replication avers that the claims the property real or in the original complaint as the following records, to wit: On December 8, 1945, J. C. Clemmons executed a chattel mortgage note in the amount of $1,375.00, due and payable on or before the 1st day of June, 1946, to the Plaintiff, for value received, with interest at the rate of 8% per annum, from date until paid. Said Chattel mortgage note was filed for record in the office of the Judge of Probate of Jefferson County, Alabama, on December 10, 1945, and is recorded in Mortgage Book 147, page 141, and which chattel mortgage note grants, bargains, sells and conveys to the plaintiff the following described chattel property, to wit:

One (1) 1940 Model Harvey Convertible Cover,
Motor No. 34A-17317D, valued at $200.00, and

One (1) John Deere A Model Tractor on Rubber,

which is the identical property described in the original complaint.

The plaintiff avers that the proceeds from the loan on this chattel mortgage note was used to purchase the John Deere A Model Tractor on rubber and that the said 1940 Harvey Convertible Cover was in the possession of the said J. C. Clemmons at the time that the said chattel mortgage note was executed.

Attorney for Plaintiff

147 3 41

FARMERS & MERCHANTS BANK of
Foley, a Corporation,

Plaintiff

vs.

ALBERT NELSON, individually, and
doing business as NELSON'S GARAGE

Defendant

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA, - AT LAW

NO. 1437

MOTION

Now comes the Plaintiff, more than 60 days having passed after the propounding and filing interrogatories by the Plaintiff to the Defendant, and moves the Court to enforce the penalties provided by statute, after giving ten days notice as provided by statute.

Attorney for Plaintiff

MOTION

FARMERS & MERCHANTS BANK of Foley
a Corporation,

Plaintiff

vs

ALBERT NELSON, individually, and
doing business as NELSON'S GARAGE

Defendant

MOTION

Attorney for Plaintiff

FILED
JUN 16, 1950
ALICE J. DUCK, Clerk

FARMERS & MERCHANTS BANK of Foley, Alabama, a Corporation, Plaintiff vs: ALBERT NELSON, Individually, and doing business as NELSON'S GARAGE, Defendant	)	IN THE CIRCUIT COURT OF THE TWENTY EIGHTH JUDICIAL CIRCUIT OF ALABAMA - AT LAW NO. 1437

Now comes the Plaintiff and demurres to Plea 3, on the following grounds:

1. The facts alleged do not constitute a defense to this suit.

2. No facts are alleged to show that the lien claimed by the defendant is prior or superior to the claim of the Plaintiff.

3. No facts are alleged to show that the work done by the defendant, for which he claims a lien, was authorized by the Plaintiff or by anyone authorized to act for it.

Attorney for Plaintiff

1437

DEMURRER

FARMERS & MERCHANTS BANK of
Foley, Alabama, a Corporation,

Plaintiff

vs.

ALBERT NELSON, Individually, and
doing business as NELSON'S GARAGE

Defendant

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAW

NO. 1437

FILED
DEC 20 1949
ALICE J. DUCK, Clerk

FARMERS & MERCHANTS BANK of Foley, Alabama, a Corporation, Plaintiff vs. ALBERT NELSON, Individually, and doing business as NELSON'S GARAGE, Defendant	IN THE CIRCUIT COURT OF THE TWENTY EIGHTH JUDICIAL CIRCUIT OF ALABAMA - AT LAW NO. 1437

INTERROGATORIES FILED BY THE PLAINTIFF TO THE DEFENDANT:

Now comes the Plaintiff and files the following interrogatories to the Defendant, Albert Nelson:

1. When was the automobile described in the bill of complaint delivered to you for repair?

2. Who delivered the automobile described in the bill of complaint to you for repair?

3. When was the John Deere Tractor described in the bill of complaint delivered to you for repair?

4. Who delivered the John Deere Tractor described in the bill of complaint to you for repair?

5. Attach an itemized statement showing: (a) the exact dates of repair; (b) the repair work done; and, (c) the charges for each item of repair.

6. Did you receive any authority from the Plaintiff to create such liens on the said automobile and tractor?

7. If you claim that authority was given, state when and by whom it was given.

Forest A. Christian
Attorney for Plaintiff

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.))

Before me, George Hall, a Notary Public in and for said County and State, personally appeared Forest A. Christian, known to me, who being first duly sworn, deposes and says that he is of counsel for the Plaintiff in the above styled cause; that the answer to the foregoing interrogatories truthfully made, will be material evidence for the Plaintiff in the trial of said cause.

Forest A. Christian
Affiant

Sworn to and subscribed before me this the 19th day of December, 1949.

George Hall
Notary Public

My commission expires:
Dec 8th 1952

1437

INTERROGATORIES FILED BY THE

PLAINTIFF TO THE DEFENDANT

FARMERS & MERCHANTS BANK of Foley, Alabama, a Corpotation,

Plaintiff

vs.

ALBERT NELSON, Individually, and doing business as NELSON'S GARAGE

Defendant

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAW

NO. 1437

FILED

DEC 20 1949

ALICE J. DUCK, Clerk

$1,875.00

Foley, Baldwin County, Alabama,____________ 19__

ON OR BEFORE the 1st. day of June, 1949, I or we, promise to pay to the order of FARMERS & MERCHANTS BANK of Foley, Alabama, at said bank, the sum of Eighteen Hundred Seventy Five- DOLLARS for value received, with interest at the rate of eight per cent (8%) per annum, from ~~maturity~~ DATE.

The parties to this instrument, jointly and severally, agree to pay this note and waive as to this debt, or any renewal thereof, all right to exemption under the Laws and Constitution of Alabama or any other State as to personal property, and agree to pay all cost of collecting or securing or attempting to collect or secure this debt, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and all notice of protest, demand, presentment or other requirements are specifically waived.

In order to secure the payment of this note and any and all installments thereof, and any other indebtedness to said bank, I or we, hereby GRANT, BARGAIN, SELL and CONVEY to Farmers & Merchants Bank of Foley, its successors and assigns, the following described property, to-wit:—

1940 Model Mercury Conv. Coupe motor No. 99A-173170; Allis Chalmers WC tractor on rubber; Allis Chalmers tractor cultivator attachment; Allis Chalmers 16" double bottom tractor plow on rubber; Allis Chalmers Model AC60 2 row combine; John Deere A Model tractor on rubber; John Deere tractor cultivator attachment, with hydraulic lift; All crops grown during 1949;

STATE OF ALABAMA, BALDWIN COUNTY

Filed Dec. 10, 1948 8 A.M.

Recorded Mtge. book 147 page 141

Judge of Probate

and any and all other personal property, whether herein specifically described or not, owned by me or us or in which I or we may have an interest and wherever located, and I or we include herein all personal property acquired after the date of execution of this instrument.

I or we, hereby covenant and warrant to Farmers & Merchants Bank that I or we have a full right to convey all property as herein above conveyed; that it is free and clear from all liens and encumbrances and agree that this statement is made for the purpose of obtaining this loan. I or we also authorize and empower Farmers & Merchants Bank to apply to the payment of this debt any funds in said bank belonging to me or us.

Default in the payment of any installment shall make all installments due. All of the above property, or any of it, may after maturity and non-payment of this note, in whole or in part, be seized and sold by the said Farmers & Merchants Bank of Foley, its agents, successors or assigns at private sale or public auction, for cash, at the place where said property is, or at Farmers & Merchants Bank building in Foley, Alabama, after posting for one day or more, written notices in three public places in Foley, Alabama; the proceeds of such sale to be applied first, to the expense of advertising, selling, conveying, attorney's fee and payment of recording fees and second, to the payment of the sums due hereunder or by virtue of any other instrument, and the balance, if any, to the undersigned. The Farmers & Merchants Bank is hereby authorized to become the purchaser at any sale held by virtue of this instrument.

I or we hereby specifically agree that the property above described may be considered as security for any other debts now or hereafter due and unpaid by me or us to the Farmers & Merchants Bank, and that all provisions of seizure and sale shall apply both to this instrument and to notes evidencing any other indebtedness.

I or we hereby agree upon demand being made by the said Farmers & Merchants Bank, its agent or attorney, to deliver all of said property hereby conveyed to said Bank immediately and hereby agree to pay all costs of taking possession of said property including a reasonable attorney's fee.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS my or our hands and seals on this the day and year first above written.

WITNESS.

____

____

J. C. Clemmons (SEAL)

____________________ (SEAL)

Foley, Ala. Rt. 1

No. 332044

The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers & Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

RECORD OF PAYMENTS

DATE	PAYMENTS		BALANCE	

ENDORSEMENT OF INTEREST PAYMENTS

6-18- 19 49 $ 75.00 to 6-1- 19 49 FS

7-25- 19 49 $ 37.50 to 9-1- 19 4 GS

19 $ to 19

19 $ to 19

19 $ to 19

19 $ to 19

19 $ to 19

19 $ to 19

10 12-8-48

47 J.C. Clemmons

R/F $ 1.00

147-141

187.5
75.00

Nevius Road
Mobile, Ala.

R-65
F. & M. Bank
Foley

AMENDMENT TO AMENDED REPLICATION

FARMERS & MERCHANTS BANK
of Foley, Alabama, a
Corporation,
Plaintiff

vs.

ALBERT NELSON, Individually,
and doing business as NELSON'S
GARAGE

Defendant

IN THE CIRCUIT COURT OF
THE TWENTY EIGHTH JUDICIAL
CIRCUIT OF ALABAMA
AT LAW -- NO. 1437

Comes the Plaintiff and for replication states that the claims the property sued for in the original complaint on the following grounds, to wit: On December 8, 1948, J. C. Clemmons executed a chattel mortgage note in the amount of $1,875.00, due and payable on or before the 1st day of June, 1949, to the Plaintiff, for value received, with interest at the rate of 8% per annum, from date until paid. Said chattel mortgage note was filed for record in the office of the Judge of Probate of Baldwin County, Alabama, on December 10, 1948, and is recorded in Mortgage Book 147, page 141, and which chattel mortgage note grants, bargains, sells and conveys to the Plaintiff the following described chattel property, to wit:

One (1) 1940 Model Mercury Convertible Coupe,
Motor No. 99A-173170, valued at $100.00, and

One (1) John Deere A, Model Tractor on Rubber,
which is the identical property described in the original complaint.

The Plaintiff states that the proceeds from the loan on this chattel mortgage note was used to purchase the John Deere A Model Tractor on rubber and that the said 1940 Mercury Convertible Coupe was in the possession of the said J. C. Clemmons at the time that the said chattel mortgage note was executed.

The Plaintiff further states that the said chattel mortgage note was executed and recorded prior to the time that the defendant created the mechanic's lien on the said two chattel properties and the Plaintiff did not consent to or have notice of such repairs.

The Plaintiff further alleges that the said J. C. Clemmons defaulted in the payments of said note and under the terms thereof, the Plaintiff repossessed the chattels conveyed thereby as security for payment of said indebtedness.

Harry H Ohslin
Attorney for Plaintiff

AMENDMENT TO AMENDED REPLICATION

FARMERS & MERCHANTS BANK
OF FOLEY, ALABAMA, a
CORPORATION,

Plaintiff

vs.

ALBERT NELSON, Individually,
and doing business as
NELSON'S GARAGE

FILED

OCT 30 1969

ALICE J. BUCK, Clerk

FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation,	)	
PLAINTIFF	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA,
VS	)	AT LAW,
ALBERT NELSON, individually, and doing business as NELSON'S GARAGE,	)	NO. 1437
	)	
DEFENDANT	)	
	)	

Now comes the Defendant and for answer to the interrogatories heretofore filed in this cause says:

1.

The automobile described in the bill of complaint was delivered to the Defendant, for repairs, on October 1, 1949.

2.

J. C. Clemmons delivered the automobile to the defendant for repairs.

3.

The John Deer Tractor was delivered to the Defendant, for repairs on September 15, 1949.

4.

Sid Clemmons who was working with J. C. Clemmons, delivered for the said J. C. Clemmons the John Deer Tractor to the Defendant. J. C. Clemmons later came to the shop and advised the Defendant that he had sent the tractor there and wished the repairs made.

5.

There is attached hereto statement of charges.

6.

He did not receive authority from the Plaintiff, Farmers & Merchants Bank, to make such repairs to either the automobile or the tractor.

7.

Answered by interrogatory No. 6.

Albert Nelson

STATE OF ALABAMA
BALDWIN COUNTY

Before me the undersigned authority, in and for said County, in said State personally appeared Albert Nelson who is known to me and who having

been by me first duly sworn, deposes and says that the foregoing answer to interrogatories propounded by the Plaintiff are true.

Albert Nelson

Sworn to and subscribed before me onthis the 19th day of October, 1950.

Notary Publicm Baldwin County, Alabama

1437

FARMERS & MERCHANTS BANK
OF Foley, Alabama, a corporation,

PLAINTIFF

VS

ALBERT NELSON, individually,
and doing business as NELSON'S
GARAGE

DEFENDANT

ANSWER TO INTERROGATORIES

SUMMONS

THE STATE OF ALABAMA,)
)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to summon ALBERT NELSON, Individually, and doing business as NELSON'S GARAGE to appear before the Circuit Court of Baldwin County, in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur to or plead to the complaint of the FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation.

You are hereby commanded to execute this process instanter and make return as required by law.

Witness my hand this the 14th day of November, 1949.

Clerk

////////////////////

COMPLAINT

FARMERS & MERCHANTS BANK of Foley, Alabama, a Corporation, Plaintiff	)	IN THE CIRCUIT COURT OF THE TWENTY EIGHTH JUDICIAL CIRCUIT OF ALABAMA - AT LAW
vs.	)	
ALBERT NELSON, Individually, and doing business as NELSON'S GARAGE, Defendant	)	

The Plaintiff claims of the Defendant the following described personal property, to wit:

One (1) 1940 Model Mercury Convertible Coupe, Motor No. 99A-173170; valued at $100.00, and,

One (1) John Deere A Model Tractor on rubber, valued at $500.00,

with the value of the use thereof from, to wit: the 12th day of November, 1949.

Attorney for Plaintiff

The Defendant lives at Magnolia Springs, Alabama.

ORDER TO THE 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, condition that if the defendant is cast in the suit, he will, within thirty days thereafter, delivery the property to the plaintiff, and pay all costs and damages which may accrue from the detention thereof.

Witness my hand this the 14th day of November, 1949.

Virgil Veach
Clerk, Circuit Court, Baldwin County, Alabama

Executed by serving a copy of the within summons and complaint on the Defendant this the 14 day of November, 1949. and taking the within described property into my possession

Taylor Wilkins
Sheriff

By: H. F. Hall
Deputy Sheriff

Received in Sheriff's Office
this 14 day of Nov. 1949
TAYLOR WEARING, Sheriff

M 1437

SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK of Foley, Alabama, a Corporation,

Plaintiff

vs.

ALBERT NELSON, Individually, and doing business as NELSON'S GARAGE,

Defendant

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAW

Filed 11-14-49
Alice A. Duck
Clerk

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA