1934

STATE OF ALABAMA)
BALDWIN COUNTY) IN THE CIRCUIT COURT . . .LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon W. A. Reynolds to appear before the Circuit Court of Baldwin County, in and for said County, at the place of holding the same, within thirty (30) days from the service of this summons and complaint, then and there to answer the complaint of the State Bank of Elberta, Elberta, Alabama, a corporation.

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

WITNESS my hand this 5th day of March, 1953.

Clerk

- COMPLAINT -

STATE BANK OF ELBERTA Elberta, Alabama, a Corporation,	) (	
PLAINTIFF	) (	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
-vs-	) (	LAW SIDE
W. A. REYNOLDS	) (	
DEFENDANT	) (	

COUNT 1

The Plaintiff claims of the Defendants the following described personal prpperty, to-wit:- one (1) Ford Tractor and cultivating attachments complete.

COUNT II

The Plaintiff claims of the Defendants One Hundred Eighty-Four Dollars ($184.00) due by Chattell Mortgage Note made by W. A. Reynolds on, to-wit, February 21, 1952, with interest at the rate of eight per cent (8%) per annum from the 21st day of February, 1952,

The Plaintiff avers that in and by the terms of said Note the Defendants waived as to this debt all right of exemption

under the Constitution and Laws of Alabama or any other state, and of this waiver the Plaintiff now claims the benefit.

The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the Plaintiff further claims of the Defendants the further and additional sum of Thirty-Five Dollars ($35.00) as such reasonable attorney's fee.

Attorney for Plaintiff

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 gives 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 (30) days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accure from the detention thereof.

WITNESS my hand this 5th day of March, 1953.

Clerk

Executed by serving a copy of the within summons and complaint on the Defendant this 14 day of March, 1953.

Sheriff

H. F. Hall D.S.

Further executed by taking into my possession and storing property described within.

This 14 day of March, 1953.

Sheriff

H. F. Hall D.S.

Received in Sheriff's Office
this 5 day of MAR, 1953
TAYLOR WILKINS, Sheriff

1934

RECORDED

SUMMONS AND COMPLAINT

STATE BANK OF ELBERTA
Elberta, Alabama, a
Corporation,

Plaintiff,

- VS -

W. A. REYNOLDS,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

FILED
3-5-53
ALICE L. BUCK, Clerk

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

RECORDED

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Cecil G. Chason, a Notary Public in and for said County in said State, personally appeared Alfred M. Neumann, Cashier of the State Bank of Elberta, Elberta, Alabama, a corporation, who being duly sworn, deposes and saeth:

That the State Bank of Elberta, Elberta, Alabama, is the owner of and rightly entitled to possession of the following described personal property under and by virtue of a Chattel Mortgage dated the 21st day of February, 1952, and payable in installments as therein set out, there being now due the principal amount of One Hundred Eighty-four Dollars ($184.00) on said note, with interest at the rate of eight per cent (8%) per annum from the 21st day of February, 1951, viz: one (1) Ford Tractor and cultivating attachments complete.

Affiant states that this Chattel Mortgage is filed in the office of the Judge of Probate of Baldwin County, Alabama, and is recorded in Mortgage Book 201, page 119.

Affiant further states that the Chattel Mortgage Note above referred to gives the State Bank of Elberta, Alabama, as owner thereof, full right and authority to the possession of the property for the purpose of selling in accordance with the terms thereof, and upon this authority, this affidavit is based.

Sworn to and subscribed before me on this the 2nd day of March, 1953.

Cecil G. Chason
Notary Public, Baldwin County
State of Alabama

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RECORDED

FILED

3-27-63

MARK J. BOCHI, Clerk

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:- That the STATE BANK OF ELBERTA of Elberta, Alabama, a corporation, as Principal, and ALFRED M. NEUMAN, as Surety, are held and firmly bound unto W. A. REYNOLDS in the sum of Two Hundred Sixty-eight Dollars ($268.00), to be paid to the said W. A. REYNOLDS, 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, administrators, successors and assigns, jointly and severally, and firmly by these presents.

Sealed with our seals, and dated this 5th day of March, 1953.

The condition of the above obligation is such, that whereas, the above bound STATE BANK OF ELBERTA of Elberta, Alabama, a corporation on the day of the date hereof hath obtained at the suit of the STATE BANK OF ELBERTA of Elberta, Alabama, a corporation, vx. W. A. REYNOLDS, a summons and complaint for 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 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 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 it may sustain by reason of the wrongful complaint in said case, then this obligation is to be void, otherwise to remain in full force and effect.

STATE BANK OF ELBERTA of Elberta, Alabama,
a Corporation,

By _____ SEAL
Its Cashier as Principal

_____ SEAL
As Surety

Approved this 5th day
of March, 1953.

_____
Clerk

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RECORDED

FILED

3-5-53.

ALICE J. DUCK, Clerk

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:- That the STATE BANK OF ELBERTA of Elberta, Alabama, a corporation, as Principal, and ALFRED M. NEUMAN, as Surety, are held and firmly bound unto W. A. REYNOLDS in the sum of Two Hundred Sixty-eight Dollars ($268.00), to be paid to the said W. A. REYNOLDS, 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, administrators, successors and assigns, jointly and severally, and firmly by these presents.

Sealed with our seals, and dated this 2nd day of March, 1953.

The condition of the above obligation is such, that whereas, the above bound STATE BANK OF ELBERTA of Elberta, Alabama, a corporation on the day of the date hereof hath obtained at the suit of the STATE BANK OF ELBERTA of Elberta, Alabama, a corporation, vx. W. A. REYNOLDS, a summons and complaint for 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 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 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 it may sustain by reason of the wrongful complaint in said case, then this obligation is to be void, otherwise to remain in full force and effect.

STATE BANK OF ELBERTA of Elberta, Alabama,
a Corporation,

By _____ SEAL
Its Cashier as Principal

Approved this ___ day
of March, 1953.

_____
Clerk

_____ SEAL
As Surety

1994

STATE OF ALABAMA

SALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:- That the STATE BANK OF ELBERTA of Elberta, Alabama, a corporation, as Principal, and ALFRED M. HERMAN, as Surety, are held and firmly bound unto W. A. REYNOLDS in the sum of Two Hundred Sixty-eight Dollars ($268.00), to be paid to the said W. A. REYNOLDS, 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, administrators, successors and assigns, jointly and severally, and firmly by these presents.

Sealed with our seals, and dated this 7th day of March, 1933.

The condition of the above obligation is such, that whereas, the above bound STATE BANK OF ELBERTA of Elberta, Alabama, a corporation on the day of the date hereof both obtained as the suit of the STATE BANK OF ELBERTA of Elberta, Alabama, a corporation, vs. W. A. REYNOLDS, a summons and complaint for recovery of personal property in speciie against said Defendant and makes 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 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 it may sustain by reason of the wrongful complaint in said case, then this obligation is to be void; otherwise to remain in full force and effect.

STATE BANK OF ELBERTA of Elberta, Alabama,
a Corporation,

By
Its President as Principal

ALFRED M. HERMAN
As Surety

Approved this 7th day
of March, 1933.

Clerk

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Cecil G. Chason, a Notary Public in and for said County in said State, personally appeared Alfred M. Neumann, Cashier of the State Bank of Elberta, Elberta, Alabama, a corporation, who being duly sworn, deposes and saeth:

That the State Bank of Elberta, Elberta, Alabama, is the owner of and rightly entitled to possession of the following described personal property under and by virtue of a Chattel Mortgage dated the 21st day of February, 1952, and payable in installments as therein set out, there being now due the principal amount of One Hundred Eighty-four Dollars ($184.00) on said note, with interest at the rate of eight per cent (8%) per annum from the 21st day of February, 1951, viz: one (1) Ford Tractor and cultivating attachments complete.

Affiant states that this Chattel Mortgage is filed in the office of the Judge of Probate of Baldwin County, Alabama, and is recorded in Mortgage Book 201, page 119.

Affiant further states that the Chattel Mortgage Note above referred to gives the State Bank of Elberta, Alabama, as owner thereof, full right and authority to the possession of the property for the purpose of selling in accordance with the terms thereof, and upon this authority, this affidavit is based.

Sworn to and subscribed before me on this the 2nd day of March, 1953.

Cecil G. Chason
Notary Public, Baldwin County
State of Alabama

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Cecil C. Gaines, a Notary Public in and for said County in said State, personally appeared Alfred M. Rosenblum, Cashier of the State Bank of Elberta, Elberta, Alabama, a corporation, who being duly sworn, depose and say:

That the State Bank of Elberta, Elberta, Alabama, is the owner of and rightfully entitled to possession of the following described personal property under and by virtue of a Chattel Mortgage dated the 21st day of January, 1952, and payable in installments as herein set out, there being now due the principal sum of the amount of One Hundred Eighty-Four Dollars ($184.00) as follows, with interest at the rate of eight per cent (8%) per annum from the 21st day of February, 1951, viz: one (1) Ford Tractor and cultivating attachments complete.

Affiant states that this Chattel Mortgage is filed in the office of the Judge of Probate of Baldwin County, Alabama, and is recorded in Mortgage Book 201, page 112.

Affiant further states that the Chattel Mortgage Note above referred to gives the State Bank of Elberta, Alabama, as owner thereof, full right and authority to the possession of the property for the purpose of selling in accordance with the terms thereof, and upon this authority, this affidavit is based.

Sworn to and subscribed before me on this the 23rd day of March, 1953.

Notary Public, Baldwin County
State of Alabama

State Bank of Elberta
vs.
W. A. Kennedy
Attachment

1934

Filed March 23, 1953