GIBBONS & STOKES

ATTORNEYS AT LAW 160 CONGRESS STREET MOBILE, ALABAMA

TELEPHONE 433-2611

E. GRAHAM GIBBONS
B. F. STOKES, III
WILLIAM L. HOWELL

October 16, 1969

MAILING ADDRESS P. O. BOX 293 MOBILE, ALABAMA 36601

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

8934

Re: Air Control Products, Inc. of Mobile, a corporation vs Tidewater Homes, a corporation

Dear Mrs. Duck:

By special messenger I am forwarding to you a detinue suit, with bond in the above matter. I understand that the defendant is in the process of closing their business and dissipating assets and therefore I would appreciate your prompt and special kindness and attention in this matter.

Sincerely,

B. F. Stokes, III

BFS/al

Enclosure

STATE OF ALABAMA County of MASSACK

KNOW ALL MEN BY THESE PRESENTS, $_{\rm That\ we}$ Air Control Products, Inc. of Mobile, a corporation and Mobile Bonding Co as Sureties, are held and firmly bound unto as Principal, and _ Tidewater Homes, Inc. in the sum of _ Two Thousand six hundred and no/100 (\$2,600.00) Dollars for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our heirs, executors and administrators. Scaled with our seals and dated this 1 th day of in the year of our Lord, one thousand, nine hundred and sixty nine THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said______ Air Control Products, Inc. of Mobile, a corporation did, on the 16th day of October , (1969, sue out in the Circuit Court of Baldwannty, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, commanding him to take into his possession the following described property, to-wit: ____ ----SEE ATTACHED LIST which said writ was placed in the hands of ____Hon__Taylor Wilkins Sheriff of the County of xxxle, on the _____ day of _____, 19____, by taking into his possession the following described property, to-wit: SEE ATTACHED LIST and whereas the said ______Tidewater Homes, Inc. defendant in said writ, has failed and neglected, for the space of five days from the execution of said writ, to give bond and take possession of said property as authorized by law. Now is the said Air Control Products Inc. of Mobile, a corporation upon his failing in said suit, shall deliver the said property to the defendant within thirty days after judgment, and pay damages for the detention of the property and costs of suit, then this obligation to be void, otherwise to remain in full force and effect. AIR CONTROL PRODUCTS, INC., OF MOBILE, ____(Seal) BONDING OMPANY (Seal) Вy (Seal) Taken and approved this the Sheriff, Mobile County, Alabama

Baldwin

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Air Control Products Inc. of Mobile, a corporation

VS. Definue Forthcoming
Bond by Plaintiff

TIDEWATER HOMES, INC.

One complete order of kitchen cabinets and tops as described in the attached Exhibit "A" being invoice number KK-03310, job number 844

One complete order of kitchen cabinets and tops as described in the attached Exhibit "B" being invoice number KK-03239, job number 995

One complete order of kitchen cabinets and tops as described in the attached Exhibit "C" being invoice number KK-03757, job number 920, 938, 950

One complete order of kitchen cabinets and tops as described in the attached Exhibit "o" being invoice number KK-03822, job number 943

One complete order of kitchen cabinets and tops as described in the attached Exhibit "E" being invoice number KK-02865, job number 95°

One 7 foot cabinet only, as described in the attached Exhibit "F", being invoice number KK-J2851, job number 919

One complete order of kitchen cabinets and tops as described in the attached Exhibit "G", being invoice number KK-02852, job number 938

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Products, Inc., of Mobile Subsidiary of Keller Industries, Inc. P. O. Box 6003 3500 B. Government

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Products, Inc., of Mobile Subsidiary of Keller Industries, Inc. P. O. Box 6003 3500 B. Government

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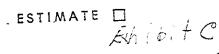
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Products, inc., of Viobile P. O. Box-6003 - 3500 B. Government Blvd. Phone: 205/478-8472 INSTALLATION ADDRE CUSTOMER SHIPPING DATE STREET ADDRE CUST. NO. PHONE SALES ENC UNIT COST 1 Order for cobinets will be due and payable upon shipment from this company's office, of (the AMOUNT sink top. If ordered. 2. In the event that amount herein shown is not paid when due, interest at highest legal rate per SALES TAX annum small accumulate on total amount remaining due. All costs of collection shall be paid by INSTALLATION the customer including reasonable attorney's fee. 3 The undersigned offers to buy from AIR CONTROL PRODUCTS, INC., the above described cabinets. It is understood that this offer becomes a contract only after being signed by an officer of AIR CONTROL PRODUCTS, INC., and is not cancellable. If, for any reason, this offer is TOTAL rejected by AIR CONTROL PRODUCTS, INC., the customer shall be notified in writing not more than 10 days from date of this offer and if any deposit is tendered with the offer it shall be refunded. Further, title to materials delivered and/or installed pursuant to this order shall DEPOSIT remain in AIR CONTROL PRODUCTS, INC., until same is paid in full, and the purchaser BALANCE waives all right of Homestead and other exemption under State law applicable. AIR CONTROL PRODUCTS, INC., shall not be responsible for delay in delivery resulting from TERMS strikes, labor difficulties, fire or other casualty, or any causes whatsoever beyond its control. The prices quoted above are based on current costs and are subject to change to cover any future in-CREDIT DEPT. SALES DEPT. crease in labor or material cost. DATE-DATE-CUSTOMER

Mobile, Alabama 36606

Products, Inc., of Mobile P. O. Box 6003 3500 B. Government Blvd.



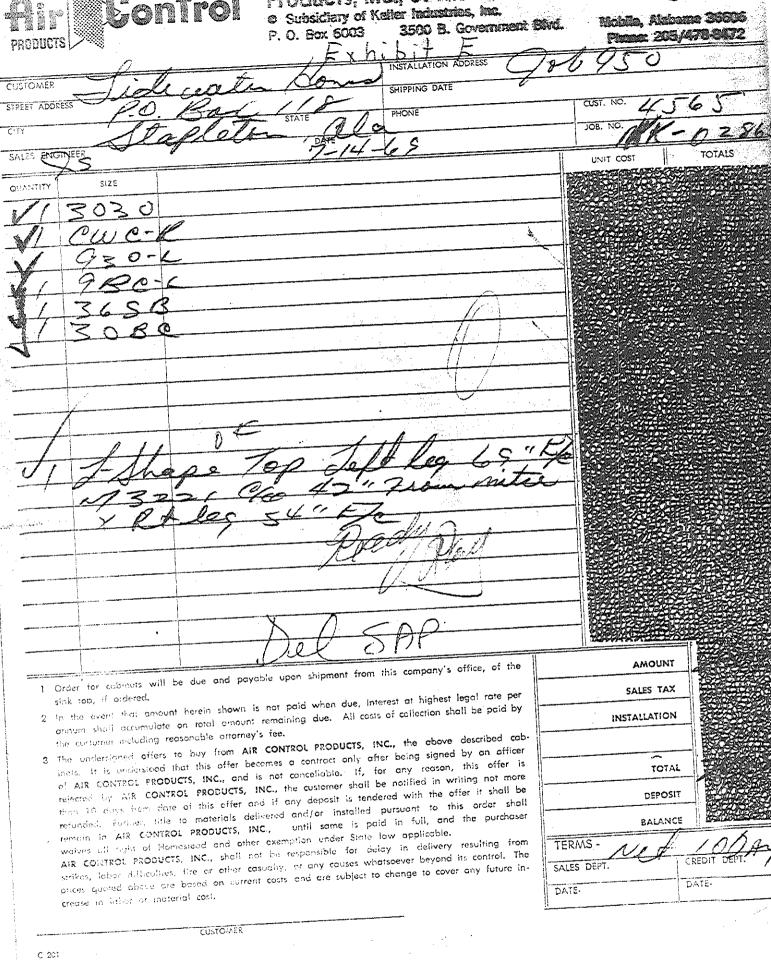
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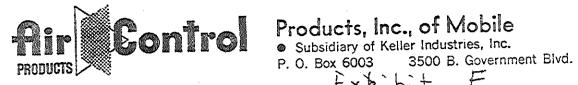
Products, Inc., of Mobile Subsidiary of Keller Industries, Inc. P. O. Box 6003 3500 B. Government Blvd.

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Products, inc., or Mobile



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Unidia Alebane 36006 3500 B. Government Blad Phone 205/476-8472 SHIPPING DATE CUSTOMER STREET ADDRESS PHONE SALES ENGINEER QUANTITY AMOUNT 3 Order for cabine's will be due and payable upon shipment from this company's office, of the SALES TAX 2 in the event that amount herein shown is not paid when due, interest at highest legal rate per annum shall occumulate on total amount remaining due. All costs of collection shall be paid by INSTALLATION 3 The undersigned offers to buy from AIR CONTROL PRODUCTS, INC., the obove described cobinets. It is understood that this offer becomes a contract only after being signed by an officer of AIR CONTROL PRODUCTS, INC., and is not cancellable. If, for any reason, this offer is TOTAL rejected by AIR CONTROL PRODUCTS, INC., the customer shall be notified in writing not more than 10 days from date of this offer and if any deposit is tendered with the offer it shall be DEPOSIT refunded. Further, title to materials delivered and/or installed pursuant to this order shall remain in AIR CONTROL PRODUCTS, INC., until same is paid in full, and the purchaser BALANCE waives all right of Homesteaa and other exemption under State law applicable. AIR CONTROL PRODUCTS, INC., shall not be responsible for delay in delivery resulting from TERMS strikes, labor difficulties, fire or other casualty, or any causes whatsoever beyond its control. The CREDIT DEPT. prices quoted above are based on current costs and are subject to change to cover any future in-SALES DEPT. DATE-DATEcrease in labor or material cost.

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Products, Inc., of Mobile Subsidiary of Keller Industries, Inc. P. O. Box 6003 3500 B. Government Blvd.



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ESTIMATE DE EXHIBIT



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Products, Inc., of Mobile Subsidiary of Keller Industries, Inc.

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3500 B. Government Blvd.

INSTALLATION ADDRESS	1111 99	
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Control Products, inc., of Wobile Mobile, Alabama 36606 3500 B. Government Sivil Phone: 205/478-8472 P. O. Bax 5003 INSTALLATION ADDRESS CUSTOMER SHIPPING DATE CUST. NO STREET ADDRES PHONE SALES ENGINEE - UNIT COST QUANTITY 1 Order for cabinets will be due and payable upon shipment from this company's office, of the AMOUNT SALES TAX 2 in the event that amount herein shown is not paid when due, interest at highest legal rate per annum shall accumulate on total amount remaining due. All costs of collection shall be paid by INSTALLATION 3 The undersigned offers to buy from AIR CONTROL PRODUCTS, INC., the above described cabinets. It is understood that this offer becomes a contract only after being signed by an officer of AIR CONTROL PRODUCTS, INC., and is not cancellable. If, for any reason, this offer is TOTAL rejected by AIR CONTROL PRODUCTS, INC., the customer shall be notified in writing not more than 10 days from date of this offer and if any deposit is tendered with the offer it shall be DEPOSIT refunded. Further, title to materials delivered and/or installed pursuant to this order shall remain in AIR CONTROL PRODUCTS, INC., until same is paid in full, and the purchaser BALANCE

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strikes, labor difficulties, fire or other casualty, or any causes whatsoever beyond its control. The

prices quoted above are based on current costs and are subject to change to cover any future in-

ESTIMATE DE ENTRE BIT C



Mobile, Alabama 36606 Phone: 205/478-8472

Control

Products, Inc., of Mobile P. O. Box 6003 3500 B. Government Blvd.

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INSTALLATION ADDRESS		
ISTOMER Jidewater Nous SHIPPING DATE		
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3500 S. Government Bivd.

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P. Q. Box **5003**

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Products, Inc., of Mobile Subsidiary of Keller Industries, Inc.

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٥.	O. Box 6003	3500 B. Government	Rive

Mobile, Alabama 36606

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e Subsidiery of Keller Industries, Inc. licinia, Alekana 30006 3500 B. Government Blvd. P. O. Box 5003 Phone: 205/478-0472 CUSTOMER SHIPPING DATE STREET ADDRESS SALES ENGINEER SIZE QUARTITY 1 Order for cobinets will be due and payable upon shipment from this company's office, of the AMOUNT sink top, if ordered. SALES TAX 2 In the event that amount herein shown is not paid when due, interest at highest legal rate per annum shall accumulate on total amount remaining due. All costs of collection shall be paid by INSTALLATION the customer including reasonable attorney's fee. 3 The undersigned offers to buy from AIR CONTROL PRODUCTS, INC., the above described cabiners. It is understood that this offer becomes a contract only after being signed by an officer of AIR CONTROL PRODUCTS, INC., and is not concellable. If, for any reason, this offer is TOTAL rejected by AIR CONTROL PRODUCTS, INC., the customer shall be notified in writing not more than 10 days from date of this offer and if any deposit is tendered with the offer it shall be DEPOSIT refunded. Further, title to materials delivered and/or installed pursuant to this order shall remain in AIR CONTROL PRODUCTS, INC., until same is paid in full, and the purchaser BALANCE waives all right of Homestead and other exemption under State law applicable. AIR CONTROL PRODUCTS, INC., shall not be responsible for delay in delivery resulting from TERMS. strikes, labor difficulties, fire or other casualty, or any causes whatsoever beyond its control. The prices quoted above are based on current costs and are subject to change to cover any future in-SALES DEPT. DATEcrease in labor or material cost. DATE-CUSTOMER

Products, Inc., of Mobile

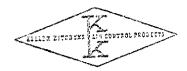
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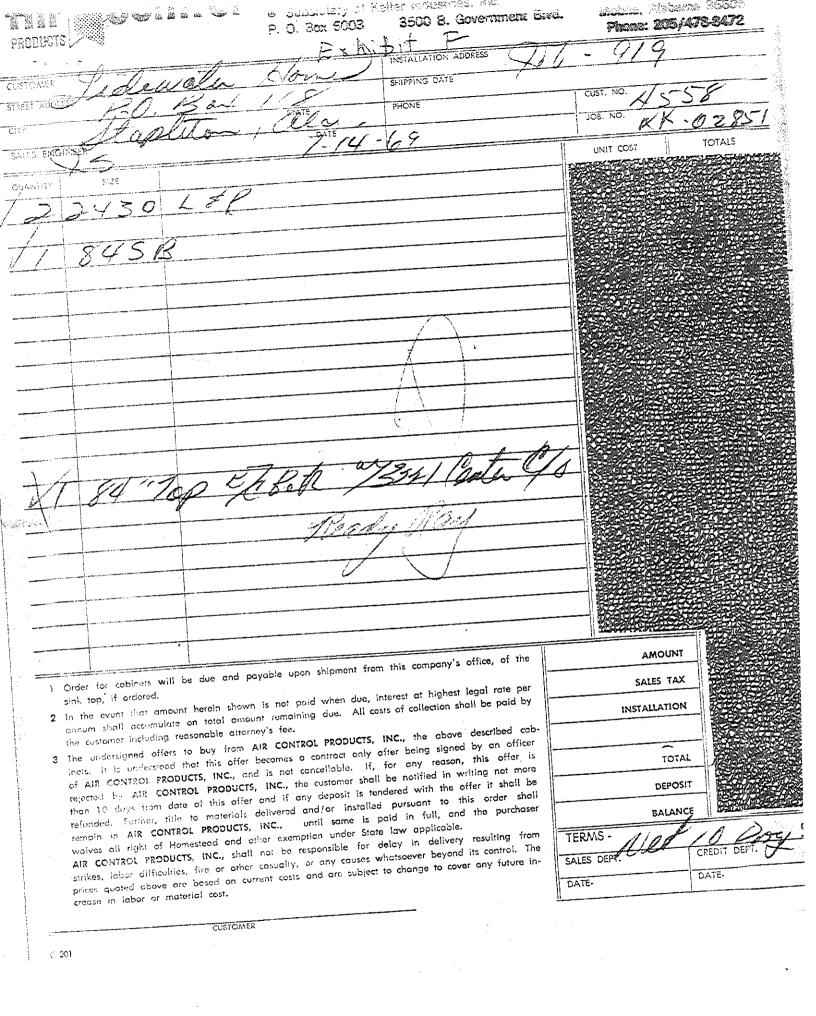


Products, Inc., of Mobile Subsidiary of Keller Industries, Inc.

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P. O. Box 6003 3500 B. Government Blvd.



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C.C. Law 30-1M-8-68

THE STATE OF ALABAMA,

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THE STATE OF ALABAMA,	
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One complete order of kitchen cabinets and tops as described in the attached Exhibit "A" Leing invoice number KK-03310, job number 844

One complete order of kitchen cabinets and tops as described in the attached Exhibit "B" being invoice number KK-03239, job number 995

One complete order of kitchen cabinets and tops as described in the attached Exhibit "C" being invoice number KK-03757, job number 920, 938, 950

One complete order of kitchen cabinets and tops as described in the attached Exhibit "D" being invoice number KK-03822, job number 943

One complete order of kitchen cabinets and tops as described in the attached Exhibit "E" being invoice number KK-02865, job number 950

One 7 foot cabinet only, as described in the attached Exhibit "F", being invoice number KK-02851, job number 919

One complete order of kitchen cabinets and tops as described in the attached Exhibit "G", being invoice number KK-02852, job number 938

AIR CONTROL PRODUCTS, INC.)	IN THE CIRCUIT COURT OF			
Plaintiff)	BALDWIN COUNTY, ALABAMA			
vs)	AT LAW			
TIDE-WATER HOME CORPORATION)				
Defendant)	Case No.			

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows unto the Court that the defendant herein was served more than thirty days ago and has failed to plead, answer or demur to the complaint.

WHEREFORE, plaintiff moves the court to enter judgment by default.

GIBBONS & STOKES

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Attorney for Plaintiff

FILED

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AIR CONTROL PRODUCTS, INC.) IN THE CIRCUIT COURT OF of Mobile, a corporation BALDWIN COUNTY, ALABAMA Plaintiff AT LAW VS TIDEWATER HOMES, INC., a corporation case no. 8934 Defendant

Plaintiff claims of the Defendant the following described personal property, viz:

> One complete order of kitchen cabinets and tops as described in the attached Exhibit "A" being invoice number KK-03310, job number 844

> One complete order of kitchen cabinets and tops as described in the attached Exhibit "B" being invoice number KK-03239, job number 995

One complete order of kitchen cabinets and tops as described in the attached Exhibit "C" being invoice number KK-03757, job number 920, 938, 950

One complete order of kitchen cabinets and tops as described in the attached Exhibit "D" being invoice number KK-03822, job number 943

One complete order of kitchen/cabinets and tops as described in the attached Exhibit "E" being invoice number KK-02865, job number 950

One 7 foot cabinet only, as described in the attached Exhibit "F", being invoice number KK-02851, job number 919

One complete order of kitchen cabinets and tops as described in the attached Exhibit "G", being invoice number KK-02852, job number 938

All of the above described invoices, being Exhibit "A" through "G" are attached hereto and by reference made a part hereof as though fully set out.

with the value of the use thereof during the detention, viz: From to-wit, September 13, 1969, said above described property being the property of the plaintiff.

STOKES,

ATTORNEY FOR PLAINTIFF

P. O. Box 293

Mobile, Alabama

Serve the defendant at: Stapleton, Alabama

OCT 16 1969

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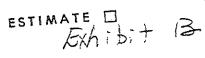


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CUSTOMER	Dones	INSTALLATION ADDRESS		995	
STREET ADDRESS	111	SHIPPING DATE			
CITY	STATE/ V	PHONE	С	UST. NO.	632
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Products, Inc., OT IVIODIC Subsidiary of Keller Industries, Inc. Subsidiary of Keller Industries, Inc. 3500 B. Governm	******
Subsidiary of Keller Industries, Inc.	pent Blyd. Mobile, Alabama 36606
Subsidiary of Keller Industries, Inc. B O Box 6003 3500 B. Governm	Phone: 205/478-8472
P. O. Box 6003 3500 B. Governin	Phone. 2007
TRIBUTE I A SECONDARIO DE LA CONTRACTOR	-11109
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prices quoted upor crease in labor or material cost.	

Products, Inc., or Ividual Sty P. O. 20x 6003 3500 B. Government Sty	d. Mobile, Afabama 36606 Phone: 205/478-8472
PRODUCTS ENDITED INSTALLATION ADDRESS	
CUSTOMER SHIPPING DATE	OUST. NO. 1/1/9
STREET ADDRESS CITY CI	JOB. NO. W. 3377
SALES ENGINEER G-15-69	UNIT COST TOTALS
QUANTITY SIZE	
QUANTITY 4920	
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crease in labor or material cost.	DAIL

CUSTOMER

ESTIMATE D Ahibit C



<u>Control</u>

Products, Inc., of Mobile
P. O. Box 6003 3500 B. Government Blvd.

Mobile, Alabama 36606 Phone: 205/478-8472

INSTALLATION ADDRESS		
STOMER Jewaler John SHIPPING DATE		
FET ADDRESS OF A 1/18	CUST. NO.	195
STATE PHONE	JOB. NO. 1/2	03257
LES ENGINEER G-15-69		TOTALS
	UNIT COST	10/50
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crease in labor or material cost. VOL 64 PAGE 156		

CUSTOMER

Air Control P. C. Sc	rate, 170., 01 1/101116 x 6003 - 3500 B. Government E	Styd. Mobile, Alabama 35606
PRODUCTS P. O. SO	- 1.1.1	Phone: 205/478-8472
Nanara N	TINSTALLATION ADDRESS	Commission of the Commission o
CUSTOMER / Variables Blo	SHIPPING DATE	01/2
STREET ADDRESS 13 BOX 1/8	PHONE	F CUST. NO. 4675
CITY If O. F. STAY	4	JOB. NO. VK-0382 R
SALES ENGINEER /	18/19	UNIT COST TOTALS
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1 Order for cabinots will be due and payable upon shi	pment from this company's office, of the	AMOUNT
sink top, if ordered.	Interest at highest legal rate per	SALES TAX
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crease in lapor of information		
CUSTOMER	•	

Products, Inc., of Mobile P. O. Box 6003 3500 B. Government Blvd.

CUSTOMER



Mobile, Alabama 36606 Phone: 205/478 8472

Fahibit D	> Filone. 20	3/4/5/04/2
TUSTOMER TREET ADDRESS SHIPPING DATE SHIPPING DATE	7903	All the second s
TY STAYS PHONE	CUST. NO.	67.5
ALES ENGINEER 1 9 ATE 19	JOB. NO.	03827
7/10/2	UNIT COST	TOTALS
RUANTITY SIZE	32 20	6440
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	ter	3.1 25
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	DATE-	Frankling

PRODUCTS PRODUCTS PRODUCTS PRODUCTS PRODUCTS PRODUCTS Products, Inc., of Mobile Subsidiary of Keller Industries, Inc. P. O. Box 6003 3500 B. Government B	Phone: 20	abama 36606 05/478-8472
CUSTOMER INSTALLATION ADDRESS	26950	
STREET ADDRESS SHIPPING DATE		
CITY STATE PHONE	CUST. NO.	565
SALES ENGINEER	JOB. NO.	-n286
	UNIT COST	TOTALS
QUANTITY SIZE		40 05
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crease in labor or material cost.	TE- D	ATE-
CUSTOMER	,	30-

Products, Inc., of Mobile of Subsidiary of Keller Industries, Inc.	•. ·	AULIOR BITCHERS I	
PRODUCTS P. O. Sox 6003 3500 B. Governmen	t 8141.		anne 35506 /478-3472
INSTALLATION ADDRESS	100	950	
CUSTOMER SHIPPING DATE			
SINCET ADDRESS PO. STATE PHONE	C	JST. NO. 45	-65
taploto de		OB. NO.	-0286
SALES ENGINEES 7-14-69		UNIT COST	TOTALS
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Crease in labor or indicator com	DATE		
CUSTOMER			
C 201			

EXPLOR BITCHERS LIR CONTROL PRODUCTS



Products, Inc., of Mobile Subsidiary of Keller Industries, Inc.



P. O. Box 6003 3500 B. Government Blvd. Mobile, Alabama 36606 Phone: 205/478-8472 CUSTOMER SHIPPING DATE STREET ADDRES SALES ENGIN UNIT COST QUANTITY 1 Order for cabinets will be due and payable upon shipment from this company's office, of the AMOUNT 2 In the event that amount herein shown is not paid when due, interest at highest legal rate per sink top, if ordered. SALES TAX annum shall accumulate on total amount remaining due. All costs of collection shall be paid by INSTALLATION the customer including reasonable attorney's fee. 3 The undersigned offers to buy from AIR CONTROL PRODUCTS, INC., the above described cabinets. It is understood that this offer becomes a contract only after being signed by an officer of AIR CONTROL PRODUCTS, INC., and is not cancellable. If, for any reason, this offer is TOTAL rejected by AIR CONTROL PRODUCTS, INC., the customer shall be notified in writing not more than 10 days from date of this offer and if any deposit is tendered with the offer it shall be DEPOSIT refunded. Further, title to materials delivered and/or installed pursuant to this order shall remain in AIR CONTROL PRODUCTS, INC., until same is paid in full, and the purchaser RALANCE waives all right of Homestead and other exemption under State law applicable. AIR CONTROL PRODUCTS, INC., shall not be responsible for delay in delivery resulting from strikes, labor difficulties, fire or other casualty, or any causes whatsoever beyond its control. The prices quoted above are based on current costs and are subject to change to cover any future in-SALES DEP crease in labor or material cost. ? VOL DATE DATE-

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PRODUCTS SUCCESSION OF THE PRODUCTS SUCCESSION O	© Subsidiary of Keller industries, Inc. P. C. 80x 6003 3500 B. Government		Alabama 35006 : 265/478-6472
A A	INSTALLATION ADDRESS	777 - 91	· G
CUSTOMER STREET ASSCRESS	SHIPPING DATE	700 //	1
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State of Alabama

Baldwin County

CIRCUIT COURT

AIR CONTROL PRODUCTS, INC., OF MOBILE,

A Corporation

Plaintiff ___

VS.

TIDEWATER HOMES, INC., A Corp.

Defendant...

Detinue Summons and Complaint

Filed Oct. 16, 1969

Alice J. Duck

Gibbons & Stokes,

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 east 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.

Defendant lives at

Received in office

OCT 161969

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Sheriff claims___

Ten Cents per mile Total \$ 2.80

TAYLOR WILKINS, Sheriff

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