

STATE OF ALABAMA

BALDWIN COUNTY

2040

KNOW ALL MEN BY THESE PRESENTS:- That the STATE BANK OF ELBERTA, Elberta, Alabama, a corporation, as Principal, and ALFRED M. NEUMANN, as Surety, are held and firmly bound unto Wm. FIALA in the sum of Three Hundred and Sixty Dollars (\$360.00), to be paid to the said Wm. FIALA, 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 15 day of July, 1953.

The condition of the above obligation us such, that whereas, the above bound STATE BANK OF ELBERTA, Elberta, Alabama, a corporation on the day of the date hereof hath obtained at the suit of the STATE BANK OF ELBERTA, Elberta, Alabama, a corporation, vs. Wm. FIALA, 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 compalint 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, Elberta, Alabama,  
a Corporation,

BY [Signature] SEAL  
Its Cashier as Principal

Approved this \_\_\_\_\_ day  
of July, 1953.

[Signature]  
Clerk

[Signature] SEAL  
As Surety

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:- That the STATE BANK OF ELBERTA, Elberta, Alabama, a corporation, as Principal, and ALFRED M. NEUMANN, as Surety, are held and firmly bound unto Wm. FIALA in the sum of Three Hundred and Sixty Dollars (\$360.00), to be paid to the said Wm. FIALA, 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 17<sup>th</sup> day of July, 1953.

The condition of the above obligation is such, that whereas, the above bound STATE BANK OF ELBERTA, Elberta, Alabama, a corporation on the day of the date hereof hath obtained at the suit of the STATE BANK OF ELBERTA, Elberta, Alabama, a corporation, vs. Wm. FIALA, 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, Elberta, Alabama,  
a Corporation,

BY [Signature] SEAL  
Its Cashier as Principal

Approved this 17<sup>th</sup> day  
of July, 1953.

[Signature]  
Clerk

[Signature] SEAL  
As Surety

FILED  
JUL 17 1953  
ALICE J. DUCK, Clerk

OF JULY 1953  
RECEIVED  
JUL 17 1953

RECEIVED  
JUL 17 1953

RECEIVED  
JUL 17 1953

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 Wm. Fiala to appear before the Circuit Court of Baldwin County, in and for said County, at the place of holding 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 instantler and make return as required by law.

WITNESS my hand this 17<sup>th</sup> day of July, 1953.

*Reese J. Lewis*  
Clerk

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- COMPLAINT -

STATE BANK OF ELBERTA  
Elberta, Alabama, a  
Corporation,

Plaintiff,

-VS-

Wm. FIALA,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

COUNT I

The Plaintiff claims of the Defendant the following described personal property, to-wit:- One (1) 1939IHC Truck, Motor #1760RM; all machine shop equipment including lathe, two power drills, one power hack saw, electric welder, testing equipment, and all other equipment located in shop at Magnolia Springs.


COUNT II

The Plaintiff claims of the Defendant One Hundred Seventy-one

and 65/100 Dollars (\$171.65) due by Chattel Mortgage Note made by Wm. Fiala on, to-wit, June 29, 1949, with interest at the rate of eight per cent (8%) per annum from May 15, 1952.

The Plaintiff avers that in and by the terms of said Note the Defendant 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 Defendant the further and additional sum of Thirty-five Dollars (\$35.00) as such reasonable Attorney's fee.

  
Attorney for Plaintiff

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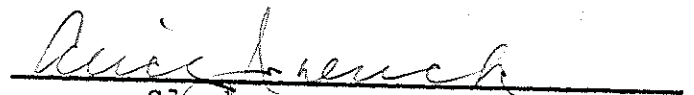
STATE OF ALABAMA

BALDWIN COUNTY


TO THE SHERIFF OF SAID COUNTY, GREETINGS:

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 accrue from the detention thereof.

WITNESS my hand this 17th day of July, 1953.

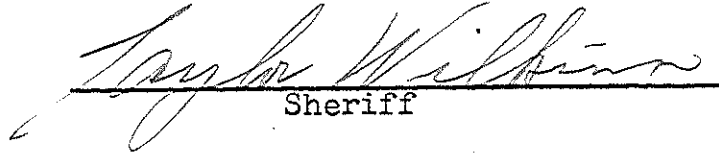
  
Clerk

Executed by serving a copy of the within summons and complaint on the Defendant this 23 day of July, 1953.

  
Sheriff

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

This 23 day of July, 1953.

  
Sheriff

STATE OF ALABAMA

BALDWIN COUNTY

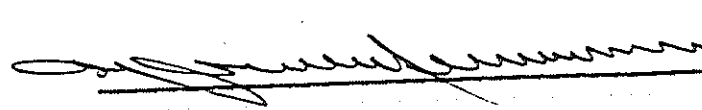
Before me, Cecil G. Chason, a Notary Public in and for said County in said State, personally appeared Alfred M. Neumann, Cashier of the State Bank of Elberta, Elberta, Alabama, a corporation, who being by me duly sworn, deposes and saeth:

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 29th day of June, 1949, and payable in installments as therein set out, there being now due the principal amount of One Hundred Seventy-one and 65/100 Dollars (\$171.65) on said note, with interest at the rate of eight per cent (8%) per annum from the 15th day of May, 1952, viz: One 1939 IHC Truck, Motor #176ORM, and all machine shop equipment including lathe, two power drills, one power hack saw, electric welder, testing equipment, and all other equipment located in shop at Magnolia Springs.

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 157, Page 78.

Affiant further states that the Chattel Mortgage Note above referred to gives the State Bank of Elberta, 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 15<sup>th</sup> day of July, 1953.

  
Notary Public, Baldwin County  
State of Alabama

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

-VS-

Defendant.

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LAW SIDE

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Feb 7 17-53  
Alec J. Macdonald  
Clerk

CECIL G. CHASON  
ATTORNEY AT LAW  
FOLEY, ALABAMA



STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, Wm. Fiala, as principal, and Theo. Styron, as surety, are held and firmly bound unto The State Bank of Elberta in the sum of Four Hundred Dollars (\$400.) 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 and severally and firmly by these presents.

Sealed with our seals and dated this 23rd day of July, 1953.

The condition of the above obligation is such, that whereas the said State Bank of Elberta did on the 17th day of July, 1953, sue out of the Circuit Court of Baldwin County a writ of 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:- One (1) 1939 IHC Truck, Motor #1760RM; all machine shop equipment, including lathe, two power drills, one power hack saw, electric welder, testing equipment, and all other equipment located in shop at Magnolia Springs, which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin on the 17th day of July, 1953, by taking into his possession the following property, to-wit: as stated above, and whereas, the above bound Wm. Fiala, defendant in said suit, has, within five days from the execution of said writ, entered into this bond, as required by law, and thereby obtained possession of said property levied on.

Now, if the said Wm. Fiala shall defend said suit to effect, or if being cast therein he shall, within thirty days after judgment, deliver the property aforesaid to the plaintiff and pay all such costs and damages as may have accrued from the detention thereof, then, in either of said events, this obligation to be null and void, otherwise to remain in full force and effect.

Wm Fiala SEAL

Theo Styron SEAL

Stanley Wilkins SEAL

Approved 23rd day of July, 1953.

Taylor Wilkins  
Sheriff

2040

DEFENDANTS REPLEVY BOND

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

Plaintiff,

- vs -

Wm. FIALA,

Defendant.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2040

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