

S. A. BROWN,

Plaintiff,

VS.

RAY GILES AND VONCILE GILES,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

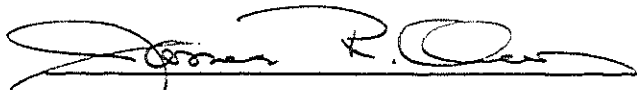
AT LAW

NO. 2099

PLEA

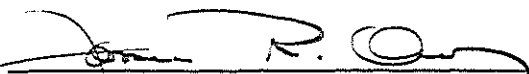
Now come the Defendants Ray Giles and Voncile Giles and for plea to the complaint heretofore filed in this cause says as follows:

1. Non detinet.
2. Not guilty.
3. That they have paid the debt for the recovery of which this suit was brought before the action was commenced.



Attorney for Defendants.

Defendants demand a trial of said cause by jury.



Attorney for Defendants.

RECORDED  
FILED

S. A. BROWN,

Plaintiff,

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RAY GILES AND VONCILE GILES,

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FILED

NOV 4 1953

ALICE J. DUCK, Register

Copy mailed to  
A. A. Brown

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 Ray Giles and Voncile Giles 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 service of this summons and complaint, then and there to answer the complaint of S. A. Brown.

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

WITNESS my hand this 28<sup>th</sup> day of September, 1953.

*W. J. Brown*  
Clerk

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- COMPLAINT -

S. A. BROWN,	)	
Plaintiff,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
-VS-	)	LAW SIDE
RAY GILES and VONCILE GILES,	)	
Defendants.	)	

COUNT ONE

The Plaintiff claims of the Defendants the following described personal property, to-wit:- One (1) International TD9 Front End Loader, Serial No. S/N TDCB 29036T2 with one (1) Bucyrus Erie shovel, No. S/N 60333 and one (1) Dozier blade, and one (1) 1-yard bucket; and one (1) GMC 1948 Truck, Motor No. 270-744017, Serial No. 9909, with the value of the hire or use thereof during the detention, viz: the 5th day of May, 1953.


COUNT TWO

The Plaintiff claims of the Defendants Two Thousand One Hundred Thirty-three Dollars (\$2,133.00) due by Chattel Mortgage Note made by Ray Giles and Voncile Giles on, to-wit, February 18, 1953, and

payable in monthly installments beginning on the 1st day of March, 1953.

The Plaintiff avers that in and by the terms of said Note the Defendants waived as to this debt all rights to 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 Defendants 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 Three Hundred and Seventy Dollars (\$370.00) as such reasonable Attorney's Fees.

  
Attorney for Plaintiff

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\*\*\*\*\*

STATE OF ALABAMA

BALDWIN COUNTY

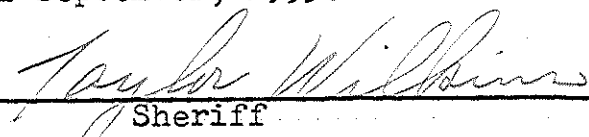
TO THE SHERIFF OF SAID COUNTY, GREETINGS:-

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 Defendants give Bond payable to the Plaintiff, with security in double the value of the property, conditioned that if the Defendants are cast in the suit, they 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 28th day of September, 1953.

  
Clerk

Executed by serving a copy of the within summons and complaint on the Defendants this 7 day of <sup>Oct</sup> September, 1953.

  
Sheriff

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

This 7 day of <sup>Oct</sup> ~~September~~, 1953.

Taylor W. Perkins  
Sheriff  
H. F. Hall D.S.

(third and last page)

Received in Sheriff's Office,  
Baldwin County, Ala. *Sept 11 1953*  
TAYLOR WILKINS, Sheriff

Received ~~on~~ *day of* 19  
and on 7 *day of* Oct 1953

Received a copy of the within

Summons & Complaint

by service on Ray Giles & Voncile

Giles

TAYLOR WILKINS, Sheriff

By Edwigh Steadler D. S.

*2004*  
RECORDED

SUMMONS AND COMPLAINT

S. A. BROWN,

Plaintiff,

-VS-

RAY GILES AND VONCILE GILES,

Defendants.

((((( )))

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

((((( )))

FILED

SE. 128 1953

CECIL G. CHASON  
ALICE J. DUCK, Clerk  
ATTORNEY AT LAW

FOLEY, ALABAMA

*See the Jury Award  
for the Plaintiff in the perfect draft  
Alvina Brown  
for the Award of  
\$2200.  
Att. 11/10/53  
Lawson*

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Cecil G. Chason, a Notary Public in and for said County in said State, personally appeared S. A. Brown, who being by me duly sworn, deposes and saeth:

That he is the owner of and rightly entitled to possession of the following described personal property under and by virtue of a Chattel Mortgage Note dated the 18th day of February, 1953, and payable in installments as therein set out, there being now due the principal amount of Two Thousand One Hundred Thirty-three Dollars (\$2,133.00) on said Note, viz: One (1) International TD9 Front End Loader, Serial No. S/N TDCB 29036T2 with one (1) Bucyrus Erie shovel, No. S/N 60333 and one (1) Dozier blade, and one (1) 1-yard bucket, and one (1) GMC 1948 Truck, Motor No. 270-744017, Serial No. 9909.

Affiant states that this Chattel Mortgage Note is filed in the office of the Judge of Probate of Baldwin County, Alabama, and is recorded in Mortgage Book 219, Page 217.

Affiant further states that the Chattel Mortgage Note above referred to gives S. A. Brown, 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.

S. A. Brown

Sworn to and subscribed before me on this the 17<sup>th</sup> day of September, 1963.

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

SEP 11 1964



STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:- That S. A. BROWN as principal, and Chas. J. ESERT as surety, are held and firmly bound unto Ray Giles and Voncile Giles in the sum of Four Thousand Two Hundred Sixty-six Dollars (\$4,266.00), to be paid to the said Ray Giles and Voncile Giles, their 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 25<sup>th</sup> day of September, 1953.

The conditions of the above obligation as such, that whereas, the above bound S. A. BROWN on the day of the date hereof hath obtained at the suit of S. A. BROWN -vs- RAY GILES AND VONCILE GILES, a summons and complaint for recovery of personal property in specie against the said Defendants 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 entered into this Bond.

Now, if the said Plaintiff shall fail in this suit, and shall pay the Defendants all such costs and damages as they 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.

S. A. Brown SEAL  
as Principal

Chas. J. Esert SEAL  
as Surety

Approved this 26<sup>th</sup> day of September, 1953.

Cliff Anderson  
Clerk

W2099

S. A. BROWN,

Plaintiff,

-vs-

RAY GILES and VONCILE GILES,  
Defendants.

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IN THE CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

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ALICE J. DUCK, Clerk

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