WILSON HAYES

LAWYER P. D. 80X 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

April 20, 1971

Mrs. Eunice Blackmon, Clerk Circuit Court, Baldwin County Bay Minette, Alabama 36507

Re: Michigan National Bank Vs.

Ronald Voiles, Case #9645

Dear Eunice:

Enclosed are interrogatories to Defendant in the above noted case. I think that Mr. Wilkins will come by and accept service by endorsing the original copy of the interrogatories.

I also enclose copies of documents requested by Mr. Wilkins and ordered by the Court.

Please deliver him one copy and place the other in the file.

With kind regards, I am

Yours very truly,

Wilson Hayes

WH/ms Enc.

TRAKE FOUR COPIES (ORIGINAL)

RETAIL INSTALLMENT CONTRACT

elivery and	ereinafter s l acceptance	of which is hereby acl	knowledged by me, viz.:	achments and equipment, including	any hereafter added, Manufacturer's
New or Used	Year	Make or Trade Name	Length and Description	Color and Model	Serial No.
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Cash	ay meno			Total of Items 3, 4, and 5)
	n Allowance	Veer		7. Credit Service Charge (Time price differential)	s 1817.04
Model		ial No, \$		· · ·	ECOS M
	Cash Price	Balance	;33 9'7.25	8. Time Balance (Items 6 and	7) \$ 5 22.07
Holder	as authorize	ce (procured by d by Buyer):	•	9. Payment Schedule:	
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	out Collision \$50 Deducti			ginning MARCH 19.	
	s Single In	nterest (Collision		provided that the final inst time balance then remaining	allment shall equal the
	n d Disabili	ty (Restricted —		10. Time Sale Price	\$6074-01
	al Cost of I		\$ 313.7 5		
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	of others.)		nereunder does not cov	ci madnity for injury to per	oviis vi dailiage vo
at in any ttorney for um amou consider It is 1. the Selle arts now	r event not a collection, and permitte ed as payme also agreed. The above der until this attached to	more than the maximu Buyer agrees also to d by law. Acceptance int. escribed trailer shall a contract shall have bee said zailer shall imm	am default or delinquency char pay as attorney's fees 15% of by Seller or assigns of the p at all times be and remain pe en fully performed by Buyer; t lediately vest in the holder of	5% of the amount in arrears, or \$5. rge permitted by law. If this cont the amount due hereunder, but no romissory note executed in connect resonalty and the title to said trailitle to all equipment, radios, heater this contract upon like terms are assignee shall be entitled to all of the said trailing trailing the said trailing trailing the said trailing traili	ract be placed with an t more than the maxi- cion herewith shall not er shall remain vested s, tires, accessories and d conditions and such
2. on hereingems him ereunder it notice, here said roperty tall retain	Time is of the control of the contro	he essence of this cont where insecurity is not f insecure, then the Se due and payable and s legal process if repos- be and remove and he demanded by Buyer).	ract and in the event Buyer de to a legal basis for default) So iller, at his or its option, may sue therefor, thereby vesting a session may be made without hold the same absolutely as the In such latter event Buyer a and for the rental and deprese	efaults on any payment, or fails to eller, for any reason wholly within elect (1) to declare the entire boolute title in Buyer, or (2) to report breach of the peace, and may enter property of Seller (together with grees to deliver possession of said atton of said trailer. Except when ut having the trailer at the place of	comply with any provi- his or its discretion, sum remaining unpaid ossess said trailer with- ter upon the premises th any other personal I trailer to Seller who e contrary to law, any
3. ersons wi cumber ndition a	Buye shall thout the want of the property of the shall be	not remove said traile ritten consent of Seller iny liens to be incurre d it, shall be liable for	r from the county where he r or assigns, nor shall the Buy d against the same. Buyer sh	now resides or transfer said trailer er use said trailer for any unlawful all, at his own expense, maintain ne and he shall give the Seller im	to unauthorized third purpose, nor sell, rent, said trailer in as good
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9.	It is the int	ention of the parties he	ereto that all matters relating	to the execution, interpretation, va uyer now resides, which is the sta	lidity and performance
wherever	applicable, t	he laws of the United	States.	•	
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→ Fill in Reverse Side ←

WILSON HAYES

LAWYER P. O. BOX 300

BAY MINETTE, ALABAMA

36507

January 20, 1971

TELEPHONE 937-5506

Clerk, Circuit Court Baldwin County

Bay Minette, Alabama

36507

Dear Eunice:

Please file the enclosed Detinue Suit styled Michigan National Bank Vs. Ronald Voiles and have it served on Defendant.

With kind regards, I am

Yours very truly,

9645

Wilson Hayes

WH/ms Enc. MICHIGAN NATIONAL BANK

IN THE CIRCUIT COURT OF

PLAINTIFF

BALDWIN COUNTY, ALABAMA

VS

AT LAW

The second secon

RONALD VOILES

CASE NO: 9 6 4 5

DEFENDANT

PLEA

Comes now the defendant, Ronald Voiles, separately and severally, and without waiving the demurrer heretofore filed to the plaintiff's complaint, files this plea to the plaintiff's complaint and each count thereof separately and severally:

I.

Not Guilty.

II.

Defendant denies each and every allegation of the plaintiff's complaint and each count thereof and demands strict proof thereof.

Daylor Wilkins, r.

ttorney for Defendant

Defendant respectfully demands a trial of this cause by jury.

aylor Wilkins, I.

Attorney for Defendant

I, the undersigned, Taylor Wilkins, Jr., do hereby certify that I have on this day forwarded a true and exact copy of the foregoing plea to Mr. Wilson Hayes, Bay Minette, Alabama, attorney of record for the plaintiff, by mailing the same in the United States Post Office, property addressed, with the postage paid thereon.

DONE this the 23 day of February, 1971.

FEB 24 1974

ZUNICE B. BLACKMON CLERK

orney for Defendant

ivol SS me 459

NECESSARY

IN.

CONNECTICUT AND FLORIDA

(BOTH Buyer AND Seller Must Acknowledge)

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MISTAKES - DELAYS

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election of the payee or assigns.	Signature of BUYER Wife	Roma For Clark	Biles (100
A	ddress SA 4	I tapa en la	Am Voiles

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10 TO

MICHIGAN NATIONAL BANK

(Grand Rapids, Michigan)

WITHOUT RECOURSE

except that the undersigned will at any time upon demand repurchase from Michigan National Bank the trailer covered by the contract of conditional sale within referred to for the amount then remaining unpaid.

By 1 30 A Lappy

Title

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

THE STATE OF ALABAMA, BALDWIN MORE STATE COUNTY.

DETINUE BOND AND AFFIDAVIT.

rincipal, and	FIDELITY AND DEPOSE	MICHIGAN NATIONAL BANK, as Chat We,

are held and firmly	bound unto	DILES
	his	heirs, executors and administrators, in th
sum of	ich we hind ownslaves our	Dollars, fo
and severally, firmly		nd each of our heirs, executors, and administrators, jointl
Sealed with our	seals and dated this5th	_day of, A. D. 19_71
The Condition o		ch, That whereas the above bounden
MICHIGAN	NATIONAL BANK	has, o
		·
theday of	January Baldwin	19 <mark>71, sued out from the office of the office of the of Alabama, a Writ of Detinue, returnable to the present</mark>
		e of Alabama, a Writ of Definue, returnable to the presen
	Court of/Mobile against the	saidRONALD_VOILES
TO THE		for the recovery of the following property
to-witOne	1966 Statler Mobile	Home, Serial Number 965
to-wit	1966 Statler Mobile	
to-wit	L966 Statler Mobile	
to-wit	L966 Statler Mobile	
to-wit	1966 Statler Mobile	
to-wit	1966 Statler Mobile	
to-wit	1966 Statler Mobile	
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NOW, if the said	MICHIGAN NATI	Home, Serial Number 965
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NOW, if the saidin said suit, and shall the defendant in said	MICHIGAN NATI RONALE l pay to the said d writ all such costs and dan	Home, Serial Number 965 CONAL BANK shall fai
NOW, if the saidin said suit, and shall the defendant in said	MICHIGAN NATI RONALE l pay to the said d writ all such costs and dan	Home, Serial Number 965 CONAL BANK Shall fair VOILES Dages as he may sustain by the wrongful suing out of sair otherwise to remain in full force and benefit. MICHIGAN NATIONAL BANK
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NOW, if the saidin said suit, and shall the defendant in said Writ of Detinue, the	MICHIGAN NATI RONALI I pay to the said d writ all such costs and dan en this obligation to be void,	Home, Serial Number 965 CONAL BANK Shall fair VOILES Dages as he may sustain by the wrongful suing out of sair otherwise to remain in full force and benefit. MICHIGAN NATIONAL BANK BY: (Seal) FIDERITY AND DEPOSIT COMPANY OF MARRY.
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VOL 68 PAGE 482

NOTARY PUBLIC

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No. E4465	CIRCUIT COURT	ICHIGAN NATIONAL BANK, Plaintiff VS.	ONALD VOILES, Defendant	Filed day of	Clerk Circuit Court, Mobile County Baldwin County	Attorney	

THE STATE OF ALABAMA, BALDWIN MOREOUS COUNTY.

DETINUE BOND AND AFFIDAVIT.

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	his	heirs, executors and administrators, in the
FIFTEEN F	HUNDRED (\$1,500.00)	Dollars, for
		each of our heirs, executors, and administrators, jointly
nd severally, firmly by		
	d.	**
Sealed with our sea	ls and dated this 5th da	y of, A. D. 19.71
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	<u>;</u>	for the recovery of the following property.
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DETINUE AFFIDAVIT

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MICHIGAN NATIONAL BANK

IN THE CIRCUIT COURT OF

PLAINTIFF

BALDWIN COUNTY, ALABAMA

VS

:

AT LAW

RONALD VOILES

CASE NO: 9645

DEFENDANT

MOTION TO PRODUCE

Comes now the Defendant, Ronald Voiles, in the above styled cause, by and through his attorney, Taylor Wilkins, Jr., and moves this Honorable Court to require the production of a copy of the chattel mortgage and/or contract of sale and all other documents pertaining to this transaction executed by the Defendant to the Plaintiff's predecessor in title of which the Plaintiff now has possession.

aylor Wilkins, Jr. torney for Defendant

> Honorable Telfair J. Mashburn Judge of the Circuit Court Baldwin County, Alabama

AFFIDAVIT

I, the undersigned, Ronald Voiles, based on information to the best of my knowledge and belief, state under oath that it is necessary and material in the above styled cause that I have a copy of the chattel mortgage and/or contract of sale and all other documents pertaining to this transaction for the 1966 Statler

MICHIGAN NATIONAL BANK) IN THE CIRCUIT COURT

Plaintiff) OF BALDWIN COUNTY,

VS) ALABAMA.

RONALD VOILES) AT LAW.

Defendant) CASE NO. 9645

ANSWER TO MOTION TO PRODUCE

Comes now the plaintiff in the above styled cause and for answer to the motion to produce, attaches hereto all documents relative to the transactions between the parties, including a promissory note labeled "Exhibit A", a retail installment contract labeled "Exhibit B" and a copy of the account ledger, showing all charges and credits, labeled "Exhibit C", all of which are incorporated herein by reference and made a part hereof.

WILSON HAYES

Attorney for Plainting

FILED.

APR 21 1971

EUNICE B. BLACKMON CIRCUIT

MICHIGAN NATIONAL BANK

(Grand Rapids, Michigan)

WITHOUT RECOURSE

except that the undersigned will at any time upon demand repurchase from Michigan National Bank the trailer covered by the contract of conditional sale within referred to for the amount then remaining unpaid.

DEALER SIGN HERE)

By III The fifty

Its TCP (Title)

RETAIL INSTALLMENT

The undersigned Buyer (whether one or more) does hereby purchase from the undersigned Seller, subject to the terms and

New or Used	Year	Make or	Length a	nd Description		Color and Model	Manufacturer's Serial No.
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EW	1966	STATUER	TRAIL	ER COACH	whi	TE WIGHERUTELIM	965
,		 	STATEMEN	TOF TRANS	ACTIO	N	
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. Down	Payment			s 546.02	-	Payable in Installment (Total of Items 3, 4, and 5	
Cash			\$				The state of the second
	in Allowance	Year,	\$		7.	Credit Service Charge	,1817.04
		rial No,	\$			(Time price differential)	
• • • • • • • • • • • • • • • • • • • •	Credits	Palamas	\$	\$ 3397.2	ة 5	Time Balance (Items 6 and 7	\$ 5528.0
	i Cash Price of Insuran	ice (procured by		,		Payment Schedule:	to a constant of the constant
Holder	as authorize	ed by Buyer):			٠.		
Covera	ge	mbined Additional	s 313.75			each, payable the same dat	e of each month be-
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Option To	al) otal Cost of I	Insurance	\$	s 313.75		o. Aime bale i nee	Ψ
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Buyer agrees to pay the time balance (Item (8) in the above schedule) at the office of Michigan National Bank (Grand Rapids, Michigan) as provided in the payment schedule set forth as Item (9) above. For each payment which Buyer fails to pay within 10 days after it becomes due, he may be required to pay a default charge of 5% of the amount in arrears, or \$5.00, whichever is lesser, but in any event not more than the maximum default or delinquency charge permitted by law. If this contract be placed with an attorney for collection, Buyer agrees also to pay as attorney's fees 15% of the amount due hereunder, but not more than the maximum amount permitted by law. Acceptance by Seller or assigns of the promissory note executed in connection herewith shall not be considered as payment.

It is also agreed:

- 1. The above described trailer shall at all times be and remain personalty and the title to said trailer shall remain vested in the Seller until this contract shall have been fully performed by Buyer; title to all equipment, radios, heaters, tires, accessories and parts now attached to said trailer shall immediately vest in the holder of this contract upon like terms and conditions and such property shall be included in the term "trailer" whenever used herein. Any assignee shall be entitled to all of the rights of the Seller.
- 2. Time is of the essence of this contract and in the event Buyer defaults on any payment, or fails to comply with any provi-2. Time is of the essence of this contract and in the event Buyer defaults on any payment, or fails to comply with any provision herein, or (except where insecurity is not a legal basis for default) Seller, for any reason wholly within his or its discretion, deems himself or itself insecure, then the Seller, at his or its option, may elect (1) to declare the entire sum remaining unpaid hereunder immediately due and payable and sue therefor, thereby vesting absolute title in Buyer, or (2) to repossess said trailer without notice, demand or legal process if repossession may be made without breach of the peace, and may enter upon the premises where said trailer may be and remove and hold the same absolutely as the property of Seller (together with any other personal property therein, until demanded by Buyer). In such latter event Buyer agrees to deliver possession of said trailer to Seller who shall retain all payments made by Buyer as and for the rental and depreciation of said trailer. Except where contrary to law, any sale after repossession may be private of public, without notice and without having the trailer at the place of sale.
- 3. Buyes shall not remove said trailer from the county where he now resides or transfer said trailer to unauthorized third persons without the written consent of Seller or assigns, nor shall the Buyer use said trailer for any unlawful purpose, nor sell, rent, encumber nor permit any liens to be incurred against the same. Buyer shall, at his own expense, maintain said trailer in as good condition as he received it, shall be liable for all loss or damage to the same and he shall give the Seller immediate written notice of any such loss or damage.
- A Buyer shall insure said property against fire, theft and other hazards (combined additional coverage) to protect the Buyer and the Seller or other Holder hereof. Buyer shall also insure said property against accidental collision or upset or wrongful conversion, embezzlement or secretion (vendor's single interest) to protect the Holder hereof. Buyer has the option of procuring such insurance or authorizing the Seller or other Holder hereof to procure the same at the Buyer's cost and expense. In the event that Buyer authorizes the Holder hereof to procure such insurance or if the Buyer fails to procure such insurance satisfactory to the Holder hereof such insurance aforesaid shall be procured by the Holder hereof and the cost thereof shall be added to and become a part of the purchase price. The proceeds of any insurance whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of the Seller or other Holder hereof. Buyer also understands that the purchase of life, health and accident insurance to further protect him during the term of this contract is optional with him. this contract is optional with him.
- 5. Any extension of time in which to pay any installment granted to Buyer by Seller or assigns, shall not be construed as an election of remedies hereunder, and shall not operate to prejudice or waive any right to enforce the full and strict performance of this contract. Buyer waives all benefits of valuation, appraisement and exemption laws.
- 6. Buyer acknowledges notice of intended assignment of this contract and agrees that such assignee shall be entitled to all the Seller's rights hereunder. Buyer agrees that he has not dealt with the Seller as the agent of the assignee for any purpose whatsoever, and that all claims against the Seller with respect to the sale evidenced hereby are to be settled directly with the Seller, and further agrees not to set up any claim against Seller as adefense, counterclaim, set off or otherwise to any action for payment or possession brought by the assignee on this contract.
- 7. Upon full payment of the balance due and performance by Buyer of all conditions and acts required of him hereunder, title to the above described trailer shall automatically pass to Buyer and Seller shall, upon request, furnish evidence of satisfaction hereof.
- 8. Any provision of this contract prohibited by law of any state or held invalid in any state shall as to such State be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions hereof.
- 9. It is the intention of the parties hereto that all matters relating to the execution, interpretation, validity and performance of this contract shall be governed by the laws of the state in which the Buyer now resides, which is the state indicated below, and wherever applicable, the laws of the United States.

Buyer has represented to Seller that he is 21 years of age or over, and Seller, in entering into this contract, has relied upon such representation

Buyer has read the foregoing contract after all blanks have been filled in and there are no understandings, agreements, representations or warranties, express or implied, not specified herein, respecting the said trailer or the terms and conditions of the sale above mentioned.

Executed in triplicate this 21 day of 26, 1946 (Do not execute on Sunday or Legal Holiday)

THIS IS A RETAIL INSTALLMENT CONTRACT

NOTICE TO THE BUYER: 1. Do not sign this agreement before you read it or if it contains any blank pace. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right sproay off in advance the full amount due and under certain conditions to obtain a partial refund of the criedit ell-icle t

torvice cha	rge. 4. A	ccording to law ontract from a	you have th	e privilege of	purchasing th		
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Fill in Reverse Side

NECESSARY

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CONNECTICUT AND FLORIDA

(BOTH Buyer AND Seller Must Acknowledge)

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STATE OF		A.C.	<i>*</i>
COUNTY OF) ss.		
On thisday of		19 before me	personally appeared
(Name of BUYER - and WIFE, if she signs)	,, I	personally known to me to	o be same person(s)
whose name(s) is (are) subscribed to the within instrument			
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personally known to me to be the same person whose	e name is subscribed to	the within instrument	as Seller (or as
(Title)	of Seller), and being	duly sworn, they acknow	vledge the execution
by signing and delivery of the within instrument in the careach of them respectively.	pacities indicated, and that	such execution was the f	free act and deed of
NOT.			
(Seal of Notary)	· Notary Public	***************************************	County
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and Wallenger		KNOWLEDGEMENT	.
State of 122 Minds Ss.	INDIVIDUAL AC	WISO AS DED GENIENT	
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of Alicena, personally appeared	Jame (1) / se	to me	personally known
to be the identical person named in and who executed the	within instrument and ack	nowledged that	xecuted the same as
of voluntary act and deed.	1 Dames of	Hunn	•
	Notary Public	in and for said County a	nd . tate
	My ammission appe	rel Act 20, 1969	•
•	ong construction	•	
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SELLER'S WARRA	ANTIES AND ASSIGN	MENT	
To Michigan National Bank (Grand Rapids, Michigan): The undersigned represents and warrants that the will properly executed, and that any statements made therein conditional sale of the within described trailer, which trailer trailer is now vested in the undersigned free of all liens a signed has the right to assign such title and such contract; with all applicable laws, rules and regulations of the state applicable to such transaction or to the instruments evidence to indemnify the assignee for any loss suffered due to a classification or interposed by the that the downpayment made by Buyer as indicated on the and does not directly or indirectly represent a loan from Selfounty, Michigan) his, its or their right, title and interest orizes said Michigan National Bank to do every act and thir	are true and shall continue r is as represented to the Buand encumbrances except the that the terms and execution and any agency or political ing same have been proper tim, counter-claim, cross-claim Buyer in an action by or ag Statement of Transaction valer to Buyer; and that the language and transfer to the in and to the within contrains it deems necessary or program in the same and to the within contrains it deems necessary or program in the same and to the within contrains it deems necessary or program and the same and to the within contrains it deems necessary or program and the same and to the within contrains it deems necessary or program and the same and to the same and to the same and the	to be true; that said compyer by the undersigned; is interest of the within But on of the within the contract subdivision thereof; and the ly and timely paid. The m, defense or otherwise ainst the assignee. The was in cash or trade-in, and Buyer is 21 years of age Michigan National Bank (ct and the trailer covered poer to collect and discharged).	tract arose from the that the title to said tyer; that the undert are in compliance hat all taxes or fees undersigned agrees of breach of express indersigned warrants id not its equivalent, or older. (Grand Rapids, Kent de thereby and authors the same
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FORM \$18.3 PRINTED BY HOTARY WARMOUD FORMS DIVISION OF SHERAH PRINTING COMPANY-DETROIT

FOOT BILL PRINTED BY ROTARY MANIFOLD FORMS, I

	***************************************	* Angustaturet i versus i recognistificti congressi i succ		11 TO THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	's representation there's and		t er til til stor ett er elle på de men e <mark>tte ge</mark> tte er til de men mellet er til ført <mark>der predesje en me</mark> n eg oppeye en geløne et g g	n- (4/4) diri diri diri diri di 1915 pada in ang dapun permundakan kandalah dan diri banda mendada baga mengunak penyempanyan pengengan pe	S Billiotic (Mr. 4-B halley de't 4-F lâthgirti vlashr gharryhaanska prominenta arrangaga ar
NAME		DUE	DATE	PAY	REC		AMT. REC.	BALANCE	
אסזוכנ ש	1		30 7		• •	70		The second secon	and to account the decomposition of any control of the appropriate and appropr
VOILES R		У	19 7) <u>11</u>	13	70	80.81	2,365.69	
VOILES R	L	10	19 7	0 12	10	70	65.81	2,299.88	**************************************

4,401. 68 #4£500

STATE OF ALABAMA County of Mobile. Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we,	MICHIGAN NATIONAL BANK
Principal, and FIDELITY AND DEPOSIT COMPAN	NY_OF_MARWISANDes, are held and firmly bound unto
the sum of THREE THOUSAND DOLLARS (\$3	
are the comment of which well and truly to be made we, join	intly and severally, bind ourselves and each of us, our heirs,
executors and administrators. Sealed with our seals and dated t	hisday of
n the year of our Lord, one thousand, nine hundred and Sev	enty-One
THE CONDITION OF THE ABOVE OBLIGATION	IS SUCH, That whereas, the said
did, on the day ofJanuary, (i) 9	71, sue out in the Circuit Court
Baldwin of Mobile County, 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:	
One 1966 Statler Mobile Home	e, Serial Number 965
which said writ was placed in the hands ofTAYLOR WI	
Baldwin Sheriff of the County of Arobite, on the day of	, 19.71, by taking into his possession
the following described property, to-wit:One 1966 Statler Mobile Home	e, Serial Number 965
and whereas the saidRONALD_VOILES	
defendant in said writ, has failed and neglected, for the sp	pace 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 MICH IGAN NATIONAL BAN	<u>[K</u>
upon his failing in said suit, shall deliver the said propert	
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.	MICHIGAN NATIONAL BANK
And the state of t	X MI Rating Rep
	By: (Wseal)
	FIDELTTY AND DEPOSIT COMPANY OF CAM
	BY: (Seal)
	As its Attorney-in-Fact
Taken and approved this the day of	
	Sheriff, Mobile County, Alabama
	Baldwin County, Alabama

No.____

CIRCUIT

COURT

MOBILE COUNTY
BALDWIN COUNTY

MICHIGAN NATIONAL BANK,

Plaintiff

VS.

Detinue Forthcoming

Bond by Plaintiff

RONALD VOILES,

Defendant

Situr

Mobile home, serial No. 965, purchased by me and which is the subject of the law suit against me by Michigan National Bank, in order that I may defend the same.

Ronald Voiles Defendant

Sworn to and subscribed before me on this the

_day of

1971.

the postage paid thereon.

I, the undersigned, Taylor Wilkins, Jr., do hereby certify that I have on this day forwarded a true and exact copy of the foregoing motion and affidavit to Mr. Wilson Hayes, Bay Minette, Alabama, attorney of record for the Plaintiff,

DONE this the day of February, 1971.

by mailing the same in the United States Post Office, properly addressed, with

FILED

torney for Defend

MAR 4 1971

EUNICE B. BLACKMON CIERLE

MICHIGAN NATIONAL BANK) IN THE CIRCUIT COURT) OF BALDWIN COUNTY, Plaintiff VS ·) ALABAMA. RONALD VOILES) AT LAW.) CASE NO. 9645 Defendant

INTERROGATORIES TO DEFENDANT

Comes now the plaintiff in the above styled cause and propounds the following interrogatories to the defendant:

- 1. Please state your name and address.
- 2. Please examine the attached Exhibit A and B and state whether or not you executed the original of both documents.
- 3. Please state whether or not you are in possession of the housetrailer sued for in the complaint of the plaintiff and if so, please state as follows:
 - A. The date on which you acquired possession.
- B. Whether or not said possession has been continuous from the date of acquisition until the present date.
- 4. Please state what payments you have made on the note and contract of the plaintiff relative to the purchase of the housetrailer involved in this proceedings, giving the date and amount of each payment.

WILSON HAYES Attorney for Plaintiff

STATE OF ALABAMA

COUNTY OF EALDWIN

Before me, the undersigned authority, personally appeared Wilson Hayes, attorney of record in the above styled cause, who was already known to me and who was sworn by me to speak the truth and who stated that the foregoing interrogatories and the answers thereto, if well and truthfully given and made will constitute true, important and competent material and relevant evidence for plaintiff on the trial of said cause.

Sworn and subscribed to before me

FILED

this 20th day of <u>lord</u>, 1971.

APR 21 1971

EUNICE B. BLACKMON CIRCUIT

Service of a copy of the foregoing interrogatories is hereby acknowledged, this day of