

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Kenneth McCollough to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of Mildred Shirley McCollough.

Witness my hand this 25 day of August, 1971.

Eunice B. Blackmon
Clerk

MILDRED SHIRLEY McCOLLOUGH,	Ø	IN THE CIRCUIT COURT OF
Plaintiff,	Ø	BALDWIN COUNTY, ALABAMA
Vs.	Ø	AT LAW
KENNETH McCOLLOUGH,	Ø	
Defendant.	Ø	NUMBER: <u>10,002</u>

I

The Plaintiff claims of the Defendant the following personal property, to-wit:

1971 yellow-orange Vega Automobile with 1971 Alabama license Number 51-6930 and personal effects and jewelry

with the value of the hire or use thereof during the detention, to-wit, from August 17, 1971 to August 25, 1971 and of the alternate value of \$2,000.00.

Wilson Hayes
Attorney for Plaintiff
Wilson Hayes

Defendant may be served:

c/o Floyd or Lloyd Crammer
308 22nd Street
Opelika, Alabama

FILED

AUG 24 1971

EUNICE B. BLACKMON CIRCUIT CLERK

TO THE SHERIFF OF SAID COUNTY:

Junius B. Blackner
Clerk

10,002 I

Mildred Shirley
McLough

vs.

Kenneth McLough

SEP 17 1971

TAYLOR WILKINS
SHERIFF

Detinue

FILED

AUG 24 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

AUG 26 1971

TAYLOR WILKINS
SHERIFF

W. Hayes

Returned 10-13-71
from Lee Co. N F

Received in office 20th day of
Sept 19 71
JAMES C. PEARSON
Sheriff, Lee County, Ala.

Returned 13 day of Sept 19 71
Not found in Lee County after diligent
search and inquiry. JAMES C. PEARSON
Sheriff. By J. Bull D. S.

Received in office 30th day of
Aug 19 71
JAMES C. PEARSON
Sheriff, Lee County, Ala.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Mildred Shirley McCollough
Mildred Shirley McCollough

Mary C. Stiers
Notary Public

KNOW ALL MEN BY THESE PRESENTS, That Mildred Shirley McCollough, Principal, is held and firmly bound unto Kenneth McCollough, his heirs, executors and administrators in the sum of Fifty (\$50) Dollars, for the payment of which she jointly and severally binds herself, her heirs, executors and administrators.

The condition of the above obligation is such that WHEREAS, the above bound Mildred Shirley McCollough has on the ____ day of _____, 1971 sued out a Writ of Detinue in the Circuit Court of Baldwin County, returnable to the said Circuit Court against the said Kenneth McCollough for the recovery of the following described property, to-wit:

1971 yellow-orange Vega Automobile with 1971 Alabama license Number 51-6930 and personal effects and jewelry.

Now, if the said Mildred Shirley McCollough shall fail in said suit and shall pay to the said Kenneth McCollough, the defendant in said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise, to remain in full force and effect.

Mildred Shirley McCollough
Mildred Shirley McCollough

Taken and approved this 25th
day of August, 1971.

C. H. Matthews

Eunice B. Blackmon
Clerk

FILED

AUG 24 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Opelika, Ala., Oct. 13. 1971

To the Sheriff of Baldwin County,
Bay Minette, Alabama.

I enclose herewith your write on Kenneth M. Collough.
We have been unable to locate either him
or the people he is supposed to be staying
with. Sorry we could not serve them.

Please serve and return early as possible.

James C. Pearson

Thank You,
James C. Pearson,
Sheriff, Lee County, Alabama

(If not found in your county, please advise me promptly,
giving information as to present location, if possible.)

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

August 6, 1971

Mr. John E. Manderville, Clerk
Circuit Court, Mobile County
Mobile, Alabama 36602

Re: Community Finance & Thrift Corp.
Vs. McDonald, Number: 36281

Dear Mr. Manderville:

Enclosed please find Pleasin Abatement and
also a Jury Demand in the above noted case.

With kind regards, I am

Yours very truly,

W. L. Hayes
Wilson Hayes

ms
Enc.

STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED ON

AUG 10 7 58 AM '71

John Manderville
CLERK

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Before me, the undersigned, a Notary Public in and for said County, personally appeared C. H. Matthews who being by me duly sworn deposes and says that the property sued for in the complaint of C. H. Matthews Furniture Company, Inc., a Corporation, Vs. Kenneth McCollough, filed in said Court, to-wit: One bedroom suit, one refrigerator, one washing machine, one gas stove, one T.V., one toaster, one collection of cooking and eating utensils and miscellaneous silverware, one air-conditioner, one kitchen table with matching chairs belongs to C. H. Matthews Furniture Company, Inc., a Corporation, the Plaintiff.

C. H. Matthews

Sworn to and subscribed before me this 25th day of

August, 1971.

Mary C. Steers
Notary Public

* * * * *

KNOW ALL MEN BY THESE PRESENTS, That C. H. Matthews Furniture Company, Inc., Principal, is held and firmly bound unto Kenneth McCollough, his heirs, executors and administrators in the sum of Fifty (\$50) Dollars, for the payment of which it jointly and severally binds itself, its successors and assigns.

Sealed with its seal and dated the 25th day of August,
1971.

The condition of the above obligation is such that WHEREAS, the above bound C. H. Matthews Furniture Company, Inc. has on the _____ day of _____, 1971 sued out a Writ of Detinue in the Circuit Court of Baldwin County, returnable to the said Circuit Court against the said Kenneth McCollough for the recovery of the following described property, to-wit:

One bedroom suit, one refrigerator, one washing machine, one gas stove, one T.V., one toaster, one collection of cooking and eating utensils and miscellaneous silverware, one air-conditioner, one kitchen table with matching chairs.

Now, if the said C. H. Matthews Furniture Company, Inc. shall fail in said suit and shall pay to the said Kenneth McCollough, the defendant in said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to be void, otherwise, to remain in full force and effect.

C. H. MATTHEWS FURNITURE COMPANY, INC.

By: C. H. Matthews
C. H. Matthews

Taken and approved this _____
day of _____, 1971.

Clerk

FILED

AUG 24 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA
BALDWIN COUNTY

§ IN THE CIRCUIT COURT OF
§ BALDWIN COUNTY, ALABAMA

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C. H. Matthews
C. H. Matthews

Sworn to and subscribed before me this 25th day of August, 1971.

Mary C. Stiers
Notary Public

KNOW ALL MEN BY THESE PRESENTS, That C. H. Matthews Furniture Company, Inc., Principal, is held and firmly bound unto Kenneth McCollough, his heirs, executors and administrators in the sum of Fifty (\$50) Dollars, for the payment of which it jointly and severally binds itself, its successors and assigns.

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C. H. MATTHEWS FURNITURE COMPANY, INC.

By: C. H. Matthews
C. H. Matthews

Taken and approved this _____
day of _____, 1971.

Clerk

FILED

AUG 24 1971

EUNICE B. BLACKMON CIRCUIT
CLERK