

The State of Alabama, }
Baldwin County

No. 9989 CIRCUIT COURT

19__

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon JERRY W. BROWN

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 _____
Dodson Mobile Homes, Inc.

Witness my hand this 12 day of Aug 19__71

Eunice B. Blackmon, Clerk

COMPLAINT

Dodson Mobile Homes, Inc. _____ Jerry W. Brown _____

Plaintiff

Versus

Defendant

The plaintiff _____ claims of the defendant the following personal property, to-wit:

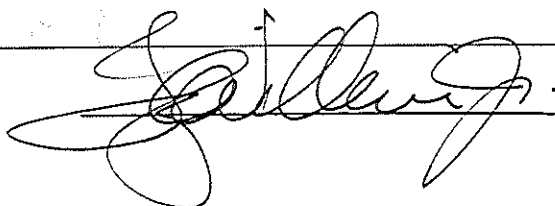
One 1968 Manatee Mobile Home, 12' X 60', Serial # 0412

FILED
AUG 12 1971
EUNICE B. BLACKMON
CIRCUIT CLERK

with the value of the hire or use thereof during the detention, to-wit:

from _____ 19__, to July 26 19__71

and of the alternate value of \$7,000.00



Plaintiff's Attorney.

State of Alabama
Baldwin County

CIRCUIT COURT

DODSON MOBILE HOMES, INC.

Plaintiff

VS.

JERRY W. BROWN

Rt. 1 Box 506

Bay Minette

Defendant

Detinue Summons and Complaint

Filed _____, 19____

FILED

AUG 12 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

Taylor Wilkins, Jr.

Plaintiff's Attorney

Defendant's Attorney

AUG 13 1971

22995

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 cast 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.

Eunice B. Blackmon, Clerk

Defendant lives at

Route 1, Box 508
Bay Minette, Ala.

Received in office

August 13, 1971

_____, Sheriff

I have executed this summons

this Aug. 14, 1971
by leaving a copy with

Jerry W. Brown
Attached one 1968
Manatee Mobile Home

Sheriff claims _____ miles at

Ten Cents per mile Total \$_____
TAYLOR WILKINS, Sheriff

BY _____
DEPUTY SHERIFF

12x60 Ser No 0412

~~Mobile Home package~~

Turn over to Mobile Home

Taylor Wilkins, Sheriff

R A Zeller, Deputy Sheriff

Printed by Moore Printing Co.

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

Before me, Sarah S. Presley, a Notary Public in and for said County, personally appeared Taylor Wilkins, Jr. who being by me duly sworn deposes and says that the property sued for in the complaint of Dodson Mobile Homes, Inc. filed in said Court, to-wit:

One 1968 Manatee Mobile Home, 12' X 60', Serial #0412

belongs to Dodson Mobile Homes, Inc., the plaintiff.

Sworn to and subscribed before me this 12th

day of August, 19 71

Sarah S. Presley
Notary Public

Taylor Wilkins, Jr.

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Dodson Mobile Homes, Inc.

Principal, and
Sureties, are held and
firmly bound unto Jerry W. Brown, his heirs, executors and administrators in the sum of FIFTY (\$50.00) Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the _____ day of August, 19 71

The condition of the above obligation is such that whereas, the above bound _____

Dodson Mobile Homes, Inc. has on the _____ day of August, 19 71 sued out a writ of detinue in the Circuit Court of Baldwin County, returnable to the said Circuit Court against the said _____

Jerry W. Brown for the recovery of the following described property, to-wit:

One 1968 Manatee Mobile Home, 12' X 60', Serial # 0412

Now, if the said Dodson Mobile Homes, Inc. shall fail in said suit and shall pay to the said Jerry W. Brown, 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.

Taken and approved this 12 day of _____ (SEAL)
August, 19 71 Taylor Wilkins, Jr. (SEAL)

Erinice B. Blackmon
Clerk, Circuit Court

No. _____

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

DODSON MOBILE HOMES, INC.
Plaintiff

vs.

JERRY W. BROWN
Defendant

Detinue — Affidavit and Bond

Filed this _____ day of _____ 19____

Clerk

Defendant lives at:
Route 1, Box 508
Bay Minette, Alabama

9989

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

Before me, Sarah S. Presley, a Notary Public in and for said County, personally appeared Taylor Wilkins, Jr. who being by me duly sworn deposes and says that the property sued for in the complaint of Dodson Mobile Homes, Inc. filed in said Court, to-wit:

One 1968 Manatee Mobile Home, 12' X 60', Serial #0412

belongs to Dodson Mobile Homes, Inc., the plaintiff.

Sworn to and subscribed before me this 12th

day of August

19 71

Sarah S. Presley
Notary Public

Taylor Wilkins, Jr.

STATE OF ALABAMA

Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Dodson Mobile Homes, Inc.

Principal, and

Jerry W. Brown, Sureties, are held and firmly bound unto Jerry W. Brown, his heirs, executors and administrators in the sum of FIFTY (\$50.00) Dollars, for the payment of which we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated the _____ day of August, 19 71

The condition of the above obligation is such that whereas, the above bound _____

Dodson Mobile Homes, Inc. has on the _____ day of

August, 19 71 sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said _____

Jerry W. Brown for the recovery of the following described property, to-wit:

One 1968 Manatee Mobile Home, 12' X 60', Serial # 0412

Now, if the said Dodson Mobile Homes, Inc. shall fail in said suit and shall pay to the said Jerry W. Brown, 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.

Taken and approved this _____ day of _____ (SEAL)

August

19 71

Taylor Wilkins, Jr.

(SEAL)

(SEAL)

Clerk, Circuit Court

No. _____

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

DODSON MOBILE HOMES, INC.
Plaintiff

vs.

JERRY W. BROWN
Defendant

Detinue — Affidavit and Bond

Filed this _____ day of _____ 19____

Clerk

Defendant lives at:
Route 1, Box 508
Bay Minette, Alabama

DETINUE — REPLEVY BOND OF PLAINTIFF

STATE OF ALABAMA
Baldwin County

KNOW ALL MEN BY THESE PRESENTS. That we,
DODSON MOBILE HOMES, INC.

and United States Fidelity and Guaranty Company
are held and firmly bound unto Jerry W. Brown
in the sum of --Seven Thousand and No/100 (\$7,000.00) Dollars, for the payment of
which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and ad-
ministrators.

Sealed with our seals and dated this 5th day of August 1971

The condition of the above obligation is such that whereas the said
Dodson Mobile Homes, Inc. did, on the day
of 19 sue out of the Circuit Court of Baldwin
County a writ of detinue directed to any Sheriff of the State of Alabama commanding him
to take into his possession the following property, to-wit: 1968 Manatee Mobile Homes,
12' X 60', Serial # 0412

which said writ was placed in the hands of Taylor Wilkins
Sheriff of Baldwin County, Alabama, on the day of 19
and executed by him on the day of 19, by taking into his
possession the following property, to-wit:

And whereas the said Jerry W. Brown
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 if the said Plaintiff
in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay
all 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.

✓ Dodson Mobile Homes, Inc. (SEAL)
By: (SEAL)
United States Fidelity and (SEAL)
Guaranty Company
By: James Reed, Attorney

Taken and approved this 23 day of Aug 1971
Sheriff, Baldwin County, Ala.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 81946

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

James Redd

of the City of **Pensacola**, State of **Florida**
its true and lawful attorney ~~XXXXXXXXXXXX~~

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

James Redd

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **7th** day of **May**, A. D. 19 **71**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **Karl H. Doerre**
By.....
Vice-President.

(SEAL) (Signed) **Charles O. Mullennix**
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **7th** day of **May**, A. D. 19 **71**, before me personally came **Karl H. Doerre**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **Charles O. Mullennix**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **Charles O. Mullennix** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 **74**.....

(SEAL) (Signed) **Herbert J. Aull**
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **7th** day of **May**, A. D. 19 **71**

(SEAL) (Signed) **Robert H. Bouse**
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, William K. McCardell, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

James Redd

of Pensacola, Florida, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on August 5, 1971
(Date)

William K. McCardell
Assistant Secretary.