

STATE OF ALABAMA
Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

Before me, _____, a Notary Public in and for said County,
personally appeared Frank Hunt who being by me
duly sworn deposes and says that the property sued for in the complaint of _____

Baldwin County Bank, a Corporation filed in said Court, to-wit:

One 1971 American Motors Gremlin X, Serial No. A1E465E255052

belongs to Baldwin County Bank, a Corporation the plaintiff.

Sworn to and subscribed before me this 31
day of Aug, 1972
[Signature]
Notary Public

[Signature]
Frank Hunt

STATE OF ALABAMA
Baldwin County

IN THE CIRCUIT COURT OF

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

Baldwin County Bank, Principal, and

Frank Hunt, Surities, are held and

firmly bound unto Jessie Phillips, his heirs, executors and admin-

istrators in the sum of Fifty (\$50) 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 _____, 19____

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

Baldwin County Bank, a Corporation has on the _____ day of

_____, 19____ sued out a writ of detinue in the Circuit Court of _____

Baldwin County, Alabama for the recovery of the following

described property, to-wit:

One 1971 American Motors Gremlin X, Serial No. A1E465E255052

Now if the said Baldwin County Bank, a Corporation shall fail in said suit
and shall pay to the said Jessie Phillips, the defendant in
said suit, all such costs and damages he may sustain by the wrongful complaint, then this obligation to
be void, otherwise, to remain in full force and effect.

BALDWIN COUNTY BANK

Taken and approved this 1st day of Aug, 1972 By: [Signature] (SEAL)
Frank Hunt, v-pres.

[Signature]
Clerk, Circuit Court

[Signature] (SEAL)
Frank Hunt

BAILEE'S RECEIPT

BAY MINETTE, ALA., August 2, 1972

The State of Alabama, }
Baldwin County

Baldwin County Bank
vs
Jessie Phillips

I hereby agree to take, care for and preserve as the Bailee of Taylor Wilkins
Sheriff of Baldwin County, Alabama, the following described personal property this day levied upon
under Writ of Fieri Facias, Attachment, Detinue, issued out of the Circuit Justice Civil Court of Baldwin
County, Alabama, in the above styled case, to-wit:

One 1971 American Motors GREMLIN X, Serial No. A1E165E255052

I further agree to deliver the above described personal property to the said Taylor Wilkins
....., Sheriff of Baldwin County, Alabama, upon his written order of demand.

Witness : W. A. Talbert Mrs. Jessie Phillips Bailee.

[illegible]

Figure 1 is a complex diagram illustrating the relationship between various variables and the 'Number of children' (Y-axis). The diagram includes boxes for 'Number of children', 'Age of mother', 'Age of father', 'Age of child', 'Sex of child', 'Sex of mother', 'Sex of father', 'Age of mother at birth', 'Age of father at birth', 'Age of child at birth', 'Sex of mother at birth', 'Sex of father at birth', 'Age of mother at birth of mother', 'Age of father at birth of mother', 'Age of child at birth of mother', 'Sex of mother at birth of mother', 'Sex of father at birth of mother', 'Age of mother at birth of mother of mother', 'Age of father at birth of mother of mother', 'Age of child at birth of mother of mother', 'Sex of mother at birth of mother of mother', 'Sex of father at birth of mother of mother'. Arrows indicate causal or influential relationships between these variables and the number of children.

2/642

21902

$\frac{d}{dt} \left(\frac{1}{\sqrt{1-v^2/c^2}} \right) = \frac{v}{c^2} \frac{dv}{dt}$

[Handwritten signature]

STATE OF ALABAMA
Baldwin County

No. 10,521

CIRCUIT COURT

19.....

To Any Sheriff of the State of Alabama—Greetings:

You Are Hereby Commanded to Summon

Jessie Phillips

P. O. Box 764

Bay Minette, Alabama 36507

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

Baldwin County Bank, a Corporation

Witness my hand this 1 day of Aug 1972

E. B. Blackmon, Clerk

COMPLAINT

BALDWIN COUNTY BANK,

JESSIE PHILLIPS

A Corporation

Plaintiff...

Versus

Defendant...

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

One 1971 American Motors Gremlin X, Serial No. A1E465E255052

Alternate Value - \$2,246.19

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

from May 26 1972, to July 27, 1972.

The Plaintiff claims of the Defendant the sum of \$2,246.19, as balance due on a promissory note for \$2,671.56 made by him on the 6th day of October, 1971 and payable on the 26th day of May, 1972, with interest thereon.

The note contains provision for a reasonable attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

Wilson Hayes

Plaintiff's Attorney

No. 10,521 Page.....

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

BALDWIN COUNTY BANK

a Corporation
Plaintiff....
VS.

JESSIE PHILLIPS

Defendant....

Detinue Summons and Complaint

Filed 19.....

FILED

..... Clerk

AUG 1 1972

RECEIVED
CIRCUIT CLERK

AUG 2 1972

TAYLOR WILKINS
Wilson Hayes

Plaintiff's Attorney

Defendant's Attorney

go out N. Olive St. to
Robson St. turn right -
1st house on right.

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.

Emmie B. Blackman, Clerk

Received 2 day of Aug. 1972
and on 2 day of Aug. 1972
I served a copy of the within St. C.
on Jessie Phillips
by service on Mrs. Jessie Phillips
TAYLOR WILKINS
W. G. Zeller

Defendant lives at

RECEIVED
Received in office

AUG 2 1972, 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this Aug. 2, 1972
by leaving a copy with

Attacked one 1971

American motor

Hemlin X, Ser. 16

ALE 465E25502 and

on this date August 14, 1972 after the prescribed period for either or both parties to have made bond and both having failed to, the property has been restored to the DEFENDANT pending settlement of the suit.

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Taylor Wilkins, Sheriff

W. G. Zeller, Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

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TOL
69
PAGE 492

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

July 31, 1972

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

Dear Mrs. Blackmon:

Please file the enclosed detinue for Baldwin
County Bank against Jessie Phillips.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/mm
Enc.

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

October 4, 1972

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

Re: Baldwin County Bank v
Jessie Phillips, #10,521

Dear Mrs. Blackmon:

Please submit this cause for judgment by default
for a judgment on the promissory waive note in the
following sum:

\$2,246.19	Principal
210.00	Interest
350.00	Attorney's fee
<u>\$2,806.19</u>	

Upon entry of the judgment, please issue immediate
execution on the judgment to execute on the 1971 American
Motors Gremlin X, Serial No. A1E465E255052. The
accompanying affidavit will serve as ground to serve
the execution immediately.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/mm
Enc.

Handwritten: ~~1st~~ *last* ~~Bank~~ *Bank* *May 26, 1972*
Bal due Then \$ 2246 19

CONSUMER GOODS COLLATERAL STATEMENT NOTE

\$ 2,671.56 BAY MINETTE, ALA., October 6, 19 71

For value received, the undersigned ("Debtor") promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., ("Bank") or order, the sum of ----- Two Thousand Six Hundred Seventy-one and 56/100 ----- Dollars, payable in 36 installments of \$ 74.21 each, except the final installment which shall be \$ 74.21; the first installment shall be due on November 15, 19 71, after date hereof, and one of such remaining installments shall be due on the 15th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid, with interest thereon from maturity at the rate of eight per cent per annum until paid.

Payable at BALDWIN COUNTY BANK, Bay Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, guarantor, or any one of them. And to better secure the above note, and any other amounts either of us now owe or may owe to Bank, at or before the payment of this note, I hereby grant, bargain, sell and convey to Bank a security interest in the following property, to-wit:

One 1971 American Motors Gremlin X, Serial No. A1E465E255052

Debtor agrees to maintain said collateral in good condition, ordinary wear and tear expected, and to insure the same against loss or damage by fire, theft and all expected risks to which the same may be exposed or which Bank may designate, in a reliable insurance company satisfactory to Bank with a loss payable clause in favor of Bank. Debtor assigns to Bank all right to receive proceeds of insurance not exceeding the unpaid balance under the note. directs insurer to pay all proceeds directly to Bank, and authorizes Bank to endorse any draft for the proceeds. Should Debtor fail to procure or to continue said insurance, the entire amount owing shall, at the option of Bank, become due and payable, or Bank may, but is not required to, procure the insurance desired, and any premiums paid by Bank shall become part of the debt secured hereby and shall become immediately due and payable. The collateral will be

kept at Street Number City State and Bank may inspect the same at any time.

Said collateral will not be sold, transferred or disposed of or be subjected to any unpaid charge, including taxes, or to any subsequent interest of a third party created or suffered by Debtor unless Bank consents in advance in writing to such charge, transfer, disposition or subsequent interest. Debtor will sign and execute, along or with Bank, any financing statement or other document or procure any document and pay all connected costs and expenses necessary to protect the security interests under this Security Agreement against the rights or interests of third persons, and Debtor will reimburse Bank for any action taken by it or on its behalf to remedy any default hereunder, including expenses of retaking, holding, preparing for sale and selling the collateral; the payment of reasonable attorney's fees and any other expenses of collection, plus interest thereon at 8 per cent per annum.

Any misrepresentation or misstatement in connection herewith, any non-compliance with or non-performance of any of Debtor's obligations or agreements hereunder, bankruptcy or insolvency proceedings instituted by or against Debtor and any assignment for the benefit of creditors by Debtor shall constitute default under this agreement. In the event of default, Bank may exercise its rights of enforcement under the Uniform Commercial Code of Alabama as now or hereafter in effect, and in conjunction with, addition to or substitution for those rights at Bank's discretion may enter upon Debtor's premises to take possession of or require Debtor to make the collateral available at some convenient place Bank designates, to enable Bank to take possession or dispose of the collateral. Bank may, at its sole option, waive or remedy any default without waiving the default remedied and without waiving any other prior or subsequent default. In the case of a default where Bank has taken possession of the collateral and where Bank is required to give notice as to when the collateral will be sold, Bank hereby agrees to give the Debtor five days advance notice of said sale or disposition of collateral in writing. In the event of any default hereunder, Debtor is liable to Bank for any deficiency and shall be entitled to any net surplus that may arise from the sale or other collecting from the collateral hereunder.

The property described in this security agreement likewise becomes security for the payment of any and all other liability or liabilities of the undersigned to Bank whether the same be now existing or hereafter contracted, now due, or hereafter to become due, whether contracted directly with the owner or holder, or whether Bank acquired by assignment or otherwise from another, and whether said liability be absolute or contingent, joint or single or both. In the event of default or insolvency by Debtor, Bank is authorized to apply to the debt secured hereby any funds in Bank belonging to Debtor and to any surety or guarantor hereof.

Debtor covenants and agrees that all information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct; that no financing statement covering the collateral or its proceeds is on file in any public office; that except for the security interests granted in this security agreement there is no adverse lien, security interest or encumbrance in or on the collateral covered hereby; that the addresses of Debtor's residence or place or places of business, if any, are those appearing below his signature. Debtor will immediately advise Bank in writing of any change in the Debtor's residence or business address, and in the case where the collateral is used for business purposes, to advise Bank of any new place of business. If more than one Debtor executes this Security Agreement, their obligations hereunder shall be joint and several.

The term "Debtor" as used in this instrument shall be construed as singular or plural to correspond with the number of persons executing this instrument as Debtor. The pronouns used in this instrument are in the masculine gender but shall be construed as feminine or neuter as occasion may require. "Secured Party" and "Debtor" as used in this instrument includes the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.

JESSIE PHILLIPS

P. O. Box 764
Bay Minette, Alabama 36507
(Debtor's Residence)
11601 - 116015
(Debtor's Residence)

[Signature]
(Debtor's Signature)
[Signature]
(Debtor's Signature)

BALDWIN COUNTY BANK,
A Corporation,

Plaintiff,

Vs.

JESSIE PHILLIPS,

Defendant.

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IN THE CIRCUIT COURT OF

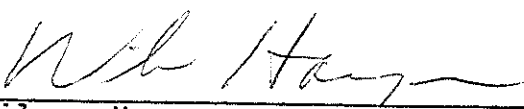
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 10,521

Comes now Wilson Hayes, Attorney for Plaintiff in the above styled cause and shows the Court that the Baldwin County Bank has recovered a judgment against Jessie Phillips in the sum of \$2806.19 and that the Defendant has property described as a 1971 American Motors Gremlin X, Serial No. A1E465E255052 and that he verily believes that immediate execution is necessary for the satisfaction of the judgment for that the Defendant will remove or conceal the said property from the jurisdiction of the Court if execution is not immediately made.

Now therefore, Plaintiff prays immediate issue of execution on the said property to the satisfaction of the said judgment.

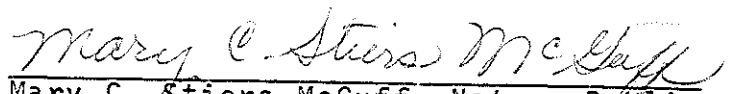

Wilson Hayes
Attorney for Plaintiff

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority, this day personally appeared Wilson Hayes, who is known to me and who being by me first duly sworn to speak the truth, deposes and says he has read the foregoing instrument and knows the facts therein stated are true to the best of his information and belief.


Wilson Hayes

Sworn to and subscribed before me this the 4th day of October, 1972.


Mary C. Stiers McGuff, Notary Public
Baldwin County, Alabama

BALDWIN COUNTY BANK,
A Corporation,

Plaintiff,

Vs.

JESSIE PHILLIPS,

Defendant.

I

IN THE CIRCUIT COURT OF

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BALDWIN COUNTY, ALABAMA

I

AT LAW


I

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NUMBER: 10,521

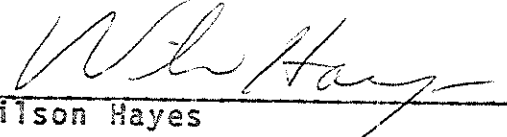
Comes now Wilson Hayes, Attorney for Plaintiff in the above styled cause and shows the Court that the Baldwin County Bank has recovered a judgment against Jessie Phillips in the sum of \$2806.19 and that the Defendant has property described as a 1971 American Motors Gremlin X, Serial No. A1E465E255052 and that he verily believes that immediate execution is necessary for the satisfaction of the judgment for that the Defendant will remove or conceal the said property from the jurisdiction of the Court if execution is not immediately made.

Now therefore, Plaintiff prays immediate issue of execution on the said property to the satisfaction of the said judgment.

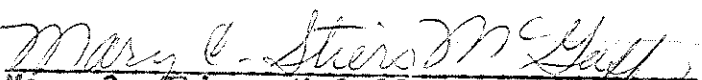

Wilson Hayes
Attorney for Plaintiff

STATE OF ALABAMA
BALDWIN COUNTY

Before me, the undersigned authority, this day personally appeared Wilson Hayes, who is known to me and who being by me first duly sworn to speak the truth, deposes and says he has read the foregoing instrument and knows the facts therein stated are true to the best of his information and belief.


Wilson Hayes

Sworn to and subscribed before me this the 4th day of October, 1972.


Mary C. Stiers McGuff, Notary Public
Baldwin County, Alabama