FIRST FINANCE, INC.

Plaintiff.

VS.

CHARLES HOWARD EPP, doing business as Epp's Repair Shop,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

D344

STIPULATION

This agreement, made and entered into on this 292 day of October, 1954, by and between the Plaintiff and the Defendant, acting by and through James R. Owen and James A. Hendrix as their respective attorneys, WITNESSETH:

It is hereby stipulated and agreed by and between the parties hereto that this case be submitted to the Judge of this Court on an agreed statement of facts for his decision thereon and that the facts of said case are as follows:

On October 27, 1953, Polly Bradford purchased 1-Plymouth automobile, Motor Number H 550158, from Standard Motors, Inc., and executed and delivered to said motor company a conditional sales contract on that date to secure the balance due on said automobile. On the same date the said motor company set over and assigned the said conditional sales contract to the Plaintiff herein.

Subsequent to this transaction, and while the payments under the said contract were in default, the said Polly Bradford was involved in an accident and the said automobile was damaged. The automobile was delivered to the Defendant for repairs by Polly Bradford who promised to pay for said repairs. The said Polly Bradford failed to pay for the said repairs and the Defendant refused to deliver the automobile to the Plaintiff after a demand therefor.

The said conditional sales contract has not been filed for record either in Mobile County, the County where the contract was consummated or Baldwin County, the County where the Defendant has his place of business.

It is further stipulated and agreed between the parties that the Plaintiff has the right to introduce the original conditional sales contract in evidence in this cause.

Aldersta I de ?

FILED

11-4-54

ALACE I BUSK CLOCK

FIRST FINANCE INC., A Corporation,

Plaintiff,

VS.

CHARLES HOWARD EPP, Doing Business as Epp's Repair Shop,

Defendant.

IN THE CIRCUIT COURT OF BALBWIN COUNTY, ALABAMA.

Case No. <u>1344</u>

AT LAW.

TO THE HONORABLE HUBERT M. HALL, JUDGE OF SAID COURT:

COUNT ONE

The Plaintiff claims of the defendant the following personal property, viz: One (1) 1946 Plymouth Fordor Sedan, Motor Number E-550158, the property of the plaintiff, with the value of the hire or use thereof during the detention, viz: from the 15th. day of April, 1954.

James R. Owen and George J. Moore, attorneys for Plaintiff.

Filed 8-9-54

Acie Janeh
Clerk.

Defendant's Address:

Charles Howard Epp, Doing Business as Epp's Repair Shop Robertsdale, Alabama.

FILED

8-8-54

ALICE L MAGA, CHARL

FIRST FINANCE INC., A Corpora-

Plaintiff,

vs

CHARLES HOWARD EPP, Doing Business as Epp's Repair Shop,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

AT LAW.

Case No. 2344

Comes now the Defendant in the above styled cause and for answer to complaint heretofore filed in the said cause against him says as follows:

That he is not guilty of the matters alkeged therein.

James A. Hendrix, attorney for Defendant

Filed 9, -28.5-4

Auccf-Wuck

Clerk

FILED 9-28-54 MICE L MICE SHARE

The State of Alabama, Baldwin County

KNOW ALL MEN BY THESE PRESE	NTS, That we, _		
Charles Formed Ton			
Charles Howard Epp	:		
and M.V. Stone, Sr.		30 S	,
Transf Da	monac The A	Com	
are held and firmly bound unto First Fi	nance, inc., A	Corp.	
in the sum of Eight Hundred and 00/1	00	Dolla	rs, for the payment of
which, well and truly to be made, we jointly and	severally bind ours	selves, our heirs	, executors and ad-
ministrators.	77	8	<i>~</i> ;
Sealed with our seals and dated this	orse day	of August	~19 ⁴
The condition of the above obligation is su	ch that whereas the	said ———	
First Finance Inc., A Corp.		did a	n the 26 day
			_
of August 19 <u>54</u> sue out of the a writ of detinue directed to any Sheriff of said St			
following property, to-wit: One (1) 1946			
following property, to-wit:	117mod 01 102 00	Declarity Probo-	· # 1-)
		<u>. </u>	
which said writ was placed in the hands of	Taylor W	ilkins	
Sheriff of Baldwin County, Alabama, on the	26th day of	August	, 19 _54 ,
			, by taking into his
possession the following property, to-wit:		,	-, by taking into 210
One (1) 1946 Plymou	th Forder Sede	n Motor # E_	5501 <i>5</i> 8
One (1) 1760 11760	tore robuce boun	110 100 // 15-	<u> </u>
And whereas the above bound			
	the execution of sa	id writ, entered i	nto and executed this
Defendant in said suit, has, within five days from bond as required by law and thereby obtained pos	the execution of sassession of said prop	id writ, entered i perty seized unde	nto and executed this r this writ.
Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of sassession of said property Howard Epperty afore	id writ, entered in perty seized unde	nto and executed this r this writ. is cast in said iff and pay all costs
Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of sassession of said property Howard Epp er the property afore in thereof, then this	id writ, entered in perty seized unde said to the Plaint obligation to be	nto and executed this r this writ. is cast in said iff and pay all costs roid, otherwise to
Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of sassession of said property Howard Epp er the property afore in thereof, then this	id writ, entered in perty seized unde said to the Plaint obligation to be	nto and executed this r this writ. is cast in said iff and pay all costs roid, otherwise to
Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of sassession of said property Howard Epp er the property afore in thereof, then this	id writ, entered in perty seized unde said to the Plaint obligation to be	nto and executed this r this writ. is cast in said iff and pay all costs roid, otherwise to
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Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of sassession of said property Howard Epp er the property afore in thereof, then this	id writ, entered in the perty seized unde said to the Plaint obligation to be	nto and executed this r this writ. is cast in said iff and pay all costs
Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of sassession of said property Howard Epp er the property afore in thereof, then this	id writ, entered in perty seized under said to the Plaint obligation to be	nto and executed this r this writ. is cast in said iff and pay all costs roid, otherwise to
Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of salessession of said property afore in thereof, then this	id writ, entered in perty seized under said to the Plaint obligation to be	is cast in said iff and pay all costs void, otherwise to
Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of salessession of said property afore in thereof, then this	id writ, entered in perty seized under said to the Plaint obligation to be	is cast in said iff and pay all costs void, otherwise to
Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of salessession of said property afore in thereof, then this	id writ, entered in perty seized under said to the Plaint obligation to be	is cast in said iff and pay all costs void, otherwise to
Defendant in said suit, has, within five days from bond as required by law and thereby obtained possible. Now if the said	the execution of salessession of said property afore in thereof, then this	id writ, entered in perty seized under said to the Plaint obligation to be	is cast in said iff and pay all costs void, otherwise to

FIRST FINANCE INC., A Corporation,

Plaintiff,

VS

CHARLES HOWARD EPP, doing business as Epp's Repair Shop,

Befendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

ATTLAW

WRIT OF DETINUE

STATE OF ALABAMA) * BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

The Phaintiff having given bond and made an affidavit as required by law you are hereby required to take the property mentioned in the complaint into your possession, unless the Defendant give bond payable to the Plaintiff with security in double the value of the property, conditioned that if the Defendant is cast in the suit, he will, within 30 days thereafter, deliver the propert to the Plaintiff, and pay the costs and damages which may accrue from the detention thereof.

WITNESS my hand this 24 tay of August, 1954.

FILED 8-25-54

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luce franch

Clerk of Circuit Court of Baldwin County, Alabama.

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESE	ENTS, Trat We, First Finance Inc., a Corpor-
ation and United States Fidelity ar	ad Guaranty Company
are held and firmly bound unto Charles H	oward Epp, Doing Business as Epp's Repair
Shop • his	heirs, executors and administrators, in the
	0.00) Dollars, for
jointly and severally, firmly by these presen	r and each of our heirs, executors, and administrators, ts.
Sealed with our seals and dated this	day of, A. D. 19 54.
The Condition of the above Obligation	is such, That whereas the above bounden First
Finance Inc., a Corporation	has, on
P(-)	19.54, sued out from the office of the
	ne State of Alabama, a Writ of Detinue, returnable to the
	n against the said Charles Howard Epp, Doing Business
and the street of the seconds of a 1.5 by the second of th	for the recovery of the following property,
to-wit: One (1) 191	6 Fordor Plymouth Sedam, r H, 550158.
	* A*
	### ##################################
NOW, if the said First Finance Inc.,	a Corporation shall fail
in said suit, and shall pay to the said Charle	s Howard Epp, D.B.A. Epps Repair Shop
the defendant in said writ all such costs a	nd damages as he may sustain by the wrongful suing out of
and a Miller bandering of Mathematical and Mathematical Company of the Company of	to be void, otherwise to remain in full force and benefit.
हिता हि	First Finance Inc. by: (Seal)
	UNITED STATES FIDELITY AND GUARANTY COMPANY (Seal)
8-9-54	J / (Seal)
ALIGE J. Blick. Clerk	K. C. PTOMEY, ATTORNEY-IN-FACT

THE STATE OF ALABAMA

Baldwin

MODER County

County, Alabama, A. L. Jordan, Pres. First Finance Inc., a Corporation who, being duly sworn, deposes and says, that the property sued for in the complaint of First Finance Inc., a Corporation, Vs. Charles Howard Epp, Doing Business As Epp's Repair Shop, to-wit One 1916 Fordor Plymouth Sedan, Motor Number H-550158 belongs to First Finance Inc., a Corporation Sworn to and subscribed the CHARLES HOWARD EPP, Doing Business FIRST FINANCE INC., a Corporation, Clerk Circuit Court, Markite County Plaintiff, Detinue Affidavit and Bond

GENERAL POWER OF ATTORNEY

63563

Know all Men by these Presents:

That the 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

K. C. Ptomey

of the City of

Mobile

. State of

Alabama

its true and lawful attorney

XXXXXXXXXXXXXXXXXXXXXX

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

K. C. Ptomey

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 June , A, D. 199 ·

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

E. W. Levering, Jr.

Vice-President.

(SEAL)

(Signed)

Glover C. Trenholm

Assistant Secretary.

STATE OF MARYLAND

BALTIMORE CITY

15th Angelia June a custowa , A. D. 19 ho, before me personally came E. W. Levering, Jr. , Vice Glover C. Trenholm , Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and , 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 E. W. Levering, Jr. and Glover C. Trenholm 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 affixed 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 Monday in May, A. B119

(Seal)

(Signed)

STATE OF MARYLAND

BALTIMORE CITY.

M. Luther Pittman , Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Frieda Walter 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 15th day of June , A.D. 1949.

(SEAL)

(Signed)

M. Luther Pittman

Clerk of the Superior Court of Baltimore City.

Agency 51-A

The State of Alabama, Baldwin County.	Circuit Co	urt, Baldwin County TERM, 19
)	TERM, 19
TO ANY SHERIFF OF THE ST	ATE OF ALABAMA:	
Mary Ave Hamber Commanded to Co	Charles Hpward Epp	. d/b/a EPPS REPAIR SHOP
You Are Hereby Commanded to Su	mmon	
to appear and plead, answer or demo	ar, within thirty days from the servi	ce hereof, to the complaint filed in
the Circuit Court of Baldwin County	, State of Alabama, at Bay Minette	, against
Charles Howard Epp, d/b/a	Epp's Repair Shop	, Defendant
by FIRST FINANCE, INC.,	A Corp	
,		
		Plaintiff
Witness my hand this9th	hercet	. Luch , Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant	lives	at
-----------	-------	----

Received In Office
dug 16 19.54, Sheriff
I have executed this summons
this 21 aug 1954
by leaving a copy with
Charles Howard Egyp
Tailor William Sheriff
Q aylor butters sherin
The Starte

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, G. P. MOOPE . an Assistant Secretary of the UNITED STATES FIDELITY AND CUARANTY 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

K. C. Ptomey

of Mobile, Alabama

TAGNAL TOTAL

, authorizing and empowering

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 CUARANTY COMPANY on

(Date)

July 20, 1954

Assistant Secretary.

Dr. and

HILLING CONTRACTORS IN THE CONTRACTOR OF THE PROPERTY OF THE CONTRACTORS OF THE CONTRACTORS OF THE CONTRACTORS

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