

THE STATE OF ALABAMA }
Baldwin County

CIRCUIT COURT

No. _____
_____ 194

To Any Sheriff of the State of Alabama :

You Are Hereby Commanded to Summon _____

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 _____

Witness my hand this _____ day of _____ 194

_____, Clerk.

COMPLAINT

_____ Plaintiff _____ Versus _____ Defendant _____

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

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

from _____ 194 _____, to _____ 194 _____

_____, Plaintiff's Attorney.

BOOK 002 PAGE 90

GORDON & JANSEN
ATTORNEYS AT LAW

1607-1610 MERCHANTS NATIONAL BANK BUILDING
MOBILE II, ALABAMA

A. FLETCHER GORDON
VERNOL R. JANSEN, JR.
OF COUNSEL:
ROBERT E. GORDON
1325 DAUPHIN STREET

January 18, 1955

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

RE: Gulf Securities Corp. vs.
Nathan H. Pulliam, #2411

Dear Mrs. Duck:

Sheriff Taylor Wilkins advises that he has been unable to collect the judgment rendered in this case from the defendant and he has endorsed the defendant's bond in fashion to indicate that the property sued for was not delivered to the Sheriff for the Plaintiff within thirty days after judgment.

We will, therefore, appreciate your issuing writs of execution against each of the sureties as provided by the Code sections which we have mentioned in previous correspondence.

We would also appreciate your preparing a certificate of judgment against Mr. Pulliam and each of the sureties. If you will forward them to our office, our check will be forthcoming.

Very truly yours,

GORDON & JANSEN

BY: 

VRJjr/pjb

THE STATE OF ALABAMA, {
Mobile County
Baldwin

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, Gulf Securities Corporation
and National Surety Corporation

are held and firmly bound unto Nathan H. Pulliam
his heirs, executors and administrators, in the
sum of Fifteen Hundred (\$1500.00) - - - - - Dollars, for
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators,
jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of October, A. D. 1954

The Condition of the above Obligation is such, That whereas the above bounden

Gulf Securities Corporation has, on
the 11th day of October 1954, sued out from the office of the
Baldwin County
Clerk of the Circuit Court of Mobile, in the State of Alabama, a Writ of Detinue, returnable to the
Baldwin County
present term of said Circuit Court of Mobile against the said Nathan H. Pulliam

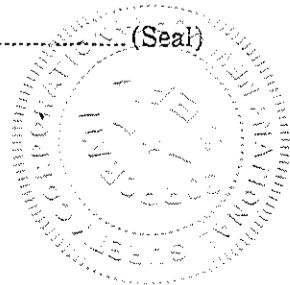
for the recovery of the following property,
to-wit: One 1953 one-half ton Chevrolet Pick-up
bearing Motor No. LBA-960835

NOW, if the said Gulf Securities Corporation shall fail
in said suit, and shall pay to the said Nathan H. Pulliam
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of
said Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

GULF SECURITIES CORPORATION
BY: Frank F. Russell (Seal)
As Its President

NATIONAL SURETY CORPORATION (Seal)
BY: E. S. Jenkins (Seal)

FILED
10-12-54
ALICE J. DUCK, Clerk



GULF SECURITIES CORPORATION,
a corporation,

Plaintiff,

-vs-

NATHAN H. PULLIAM,

Defendant.

) IN THE CIRCUIT COURT
(OF BALDWIN COUNTY,
(ALABAMA.
(AT LAW.
(CASE NO. 2411

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF MOBILE)

Comes now Frank F. Rudisill, who being by me first duly sworn, deposes and says that the defendant herein, Nathan H. Pulliam, was not at the time of the filing of this suit, and is not now, in the Military or Naval Service of the United States, but that he resides on Route 1 in Robertsdale, Alabama.

Frank F. Rudisill

Subscribed and sworn to before me on
this the 12th day of November, 1954.

[Signature]

NOTARY PUBLIC, STATE OF ALABAMA, AT LARGE.

FILED

11-12-54

ALICE J. DUCK, Clerk

GULF SECURITIES CORPORATION CONDITIONAL SALE CONTRACT

Branch:	Dealer & Trans. No. 763
DATE (Month, Day and Year): November 13, 1953	
CITY and Postal Zone: Robertsdale	COUNTY and STATE: Baldwin Ala
CITY: Mobile	COUNTY and STATE: Ala
CITY: Mobile	STATE: Ala
SERIAL NO.:	MOTOR NO. LBA-960835

CUSTOMER	NAME (Please Print): Nathan H. Pulliam		NUMBER AND STREET: Rt. 1
LOCATION OF MOTOR VEHICLE	If vehicle to be located at other than above address enter location in next box →		
DEALER (Seller)	NAME: New Car Sales		NUMBER AND STREET: 554 St. Louis St.
MOTOR VEHICLE	YEAR AND MAKE: 1953 Chevrolet	MODEL LETTER OR NO.:	BODY (If truck, tons capacity): 1/2 Ton Pick Up

Payable in cash or trade-in before delivery \$ 545.30 Leaving a time balance of → \$ 1366.00 Which Customer promises to pay at the office of Gulf Securities Corp.

in → 7 ~~Installments~~ installments, each in the amount of \$ See Below and one final installment of \$

All payable the same date of each month or as indicated below In Details of Unequal Monthly Payments	The first instalment becomes due (Month, Day and Year): Jan. 1, 1954								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">AMT.: Due (Mo.-Day-Yr.): \$ 220 (1/1/54)</td> <td style="width: 25%;">AMT.: Due (Mo.-Day-Yr.): \$191 (2/15/54)</td> <td style="width: 25%;">AMT.: Due On (Mo.-Day-Yr.): \$191 (5/15/54)</td> <td style="width: 25%;">AMT.: Due On (Mo.-Day-Yr.): \$191 (8/15/54)</td> </tr> <tr> <td>AMT.: Due (Mo.-Day-Yr.): \$191 (11/15/54)</td> <td>AMT.: Due (Mo.-Day-Yr.): \$191 (2-15-55)</td> <td>AMT.: Due On (Mo.-Day-Yr.): \$191 (5/15-55)</td> <td>AMT.: Due On (Mo.-Day-Yr.): \$</td> </tr> </table>	AMT.: Due (Mo.-Day-Yr.): \$ 220 (1/1/54)	AMT.: Due (Mo.-Day-Yr.): \$191 (2/15/54)	AMT.: Due On (Mo.-Day-Yr.): \$191 (5/15/54)	AMT.: Due On (Mo.-Day-Yr.): \$191 (8/15/54)	AMT.: Due (Mo.-Day-Yr.): \$191 (11/15/54)	AMT.: Due (Mo.-Day-Yr.): \$191 (2-15-55)	AMT.: Due On (Mo.-Day-Yr.): \$191 (5/15-55)	AMT.: Due On (Mo.-Day-Yr.): \$	
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Customer (which means all purchasers jointly and severally) has today purchased on a time price basis and on the terms and provisions hereof, and has examined, accepted in its present condition and received delivery from Seller of the MOTOR VEHICLE described above (hereinafter called "car").

Title to the car is retained by the holder hereof (meaning Seller, or Gulf Securities Corp. (hereinafter called "G.S.C.") if this contract is assigned to it), until such balance is fully paid in money. Customer, having been quoted both a time price and a lesser cash price, has elected to buy the car for the time price, which is the sum of the amounts shown above as "Payable in cash or trade-in before delivery" and the "time balance".

The car shall be at Customer's risk and shall during the term hereof be kept insured at Customer's expense in such form and against such risks and for such amounts as holder may require, the proceeds thereof to be payable as interests shall appear. Holder may, as creditor of Customer, purchase such insurance effective from the beginning of the term hereof and also at any time and from time to time thereafter, although nothing herein contained shall impose a duty upon the holder so to do. Customer will reimburse the holder for the actual cost of such insurance to the extent that the same is not included in the time balance, the amount of such reimbursement together with interest thereon at the highest lawful contract rate to be paid in equal instalments over the remaining term concurrently with the remaining unpaid instalments set forth above, and to constitute an additional obligation of Customer hereunder. Customer hereby assigns to the holder any moneys not in excess of the unpaid balance hereunder which may become payable under such and other insurance, including return or unearned premiums, and directs any insurance company to make payment direct to the holder to be applied to said unpaid balance and appoints the holder as attorney in fact to indorse any draft.

Customer agrees: to pay promptly all taxes and assessments upon the car and for its use or operation and on this contract; to keep the car free from liens; that all equipment, tires, accessories and parts shall become part of the car by accession; not to sell, abandon, or encumber the car or use it for hire or illegally; to settle all claims against Seller directly with Seller and not to set up any such claim in

any action brought by G.S.C.; to send notice by registered mail to the holder within 24 hours after repossession if Customer claims that any articles not included herein were contained in the car at the time of repossession, failure to do so being a waiver of and bar to any subsequent claim therefor.

If Customer defaults on any obligation under this contract, or if the holder shall consider the indebtedness or the car insecure, the full balance shall without notice become due forthwith, together with a reasonable sum (15% if permitted by law) as attorney's fees, if this contract is placed with an attorney. Customer agrees in any such case to pay said amount or, at holder's election, to deliver the car to the holder, and holder may, without notice or demand for performance or legal process, enter any premises where the car may be found, take possession of it and custody of anything found in it, and retain all payments as compensation for use of the car while in Customer's possession. The car may be sold with or without notice, at private or public sale (at which the holder may purchase) with or without having the car at the sale; the proceeds less all expenses shall be credited on the amount payable hereunder; Customer shall pay any remaining balance forthwith as liquidated damages for the breach of this contract and shall receive any surplus.

Customer acknowledges that Seller is not G.S.C.'s agent. If Customer makes payments to Seller for transmittal to G.S.C., Seller shall be Customer's agent and not G.S.C.'s agent. All payments are due at G.S.C.'s office in Mobile. Upon full payment of Customer's obligation, G.S.C. may deliver all original papers, including any certificate of title, to Seller as Customer's agent. The holder may fill in blanks and correct patent errors herein. Time is of the essence. Any notices to Customer shall be sufficiently given if mailed to the above address of Customer.

Waiver of any default shall not be a waiver of any other default. No change in this contract shall be binding unless in writing signed by an officer of G.S.C. The holder's rights and remedies hereunder are cumulative. Customer acknowledges receipt of a true copy of this contract.

No agreement, representation or warranty shall be binding on the holder unless expressly contained herein.

Witness G. N. Jenkins

Nathan H. Pulliam } Customer and Co-purchaser

G. S. C.

The foregoing contract is hereby accepted and assigned to GULF SECURITIES CORP. in accordance with contents of assignment on reverse side.

New Car Sales Co.
By G. N. Jenkins Title Salesman Signature of Dealer

FROM 239 PAGE 415

GORDON & JANSEN

ATTORNEYS AT LAW

1607-1610 MERCHANTS NATIONAL BANK BUILDING

MOBILE II, ALABAMA

A. FLETCHER GORDON
VERNOL R. JANSEN, JR.

OF COUNSEL:
ROBERT E. GORDON
1325 DAUPHIN STREET

December 11, 1954

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

Dear Mrs. Duck:

We will appreciate your issuing a writ of execution in the matter of Gulf Securities Corporation vs. Nathan H. Pulliam, #2411. More than thirty days have expired since the judgment was entered, and under the provisions of Title 7, Section 923, the Plaintiff elects to have the alternate value of the property, rather than the property itself.

Your execution should, therefore, be for \$1,000 in the form of a cash award.

Very truly yours,

GORDON & JANSEN

BY: 

VRJjr/pjb



The State of Alabama, }
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we

Nathan H. Pulliam

and

are held and firmly bound unto Gulf Securities Corporation

in the sum of Two thousand Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this 13th day of Oct 1954

The condition of the above obligation is such that whereas the said

Gulf Securities Corp did, on the 12th day

of Oct 1954 sue out of the Circuit Court of Baldwin County

a writ of detinue directed to any Sheriff of said State and commanding him to take into his possession the following property, to-wit:

One 1953 one half ton Chevrolet Pick up truck bearing Motor No-L BA960835

which said writ was placed in the hands of

Saylor Wilkins

Sheriff of Baldwin County, Alabama, on the 12th day of Oct, 1954,

and executed by him on the 12th day of Oct, 1954, by taking into his possession the following property, to-wit:

property listed above

And whereas the above bound

Nathan H. Pulliam

Defendant in said suit, has, within five days from the execution of said writ, entered into and executed this bond as required by law and thereby obtained possession of said property seized under this writ.

Now if the said Nathan H. Pulliam is cast in said suit and within thirty days after judgment deliver the property aforesaid to the Plaintiff and pay all costs and damages which may accrue from the detention thereof, then this obligation to be void, otherwise to remain in full force and effect.

N. H. Pulliam (SEAL)

L. H. Howell (SEAL)

J. H. Herms (SEAL)

Taken and approved this

13th day of Oct 1954
Saylor Wilkins

Sheriff, Baldwin County, Ala.