

2662

STATE OF ALABAMA  
BALDWIN COUNTY  
TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon C. L. Baggett 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 General Motors Acceptance Corporation, a corporation.

Witness my hand, this 15 day of July, 1955.

Quincy J. Swearingen  
Clerk

GENERAL MOTORS ACCEPTANCE  
CORPORATION, a corporation,

Plaintiff

vs

C. L. BAGGETT,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

The plaintiff claims of the defendant the following personal property, viz: One 1955 Chevrolet Sedan, motor number 0272974F55Y, with the value of the hire or use thereof during the detention, viz: from the 1st day of July, 1955.

Beebe & Swearingen

By W. C. Beebe

Attorney for plaintiff

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,

This 15 day of July, 1955.

Deice J. Venable  
Clerk

return

VS.  
C. L. Baggett

General Motors  
Acceptance Corp.  
a. corp.

Received \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
and on 15 day of July 1955  
I served a copy of the within Deice  
on \_\_\_\_\_  
By service on C. L. Baggett  
TAYLOR WILKINS, Sheriff  
By Johnson D. S.

Defendant signed  
Bailey's receipt and  
settled between parties  
car left in ~~the~~  
Defendant's possession

2662

W 266 21

STATE OF ALABAMA,  
Baldwin County. }

KNOW ALL MEN BY THESE PRESENTS, That We, General Motors Acceptance Corporation

as principal, and The Fidelity and Casualty Company of New York

as surety, are held and firmly bound unto C. L. Baggett

in the sum of Two Hundred Fifty (\$250.00) DOLLARS,

to be paid to the said C. L. Baggett, his heirs,

executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves,

and each of us, our and each of our ~~heirs, executors and administrators~~ jointly and severally and firmly,

by these presents. Sealed with our seals, and dated this 15th day of July

in the year of our Lord, 1955.

The condition of the above obligation is such, That whereas the above bound General Motors Acceptance Corporation, on the day of the date hereof hath obtained at the suit of General Motors Acceptance Corporation C. L. Baggett

a summons and complaint for the recovery of personal property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of said County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said Plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

General Motors Acceptance Corporation

By Albert B. Spiller (L. S.)  
Representative

FIDELITY & CASUALTY CO. OF N. Y. (L. S.)

BY Walter M. Lindsey (L. S.)  
WALTER M. LINDSEY, ATTY. IN FACT.

Approved this 15 day of July 1955

David J. Smith  
Clerk.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, W C Beebe, a Notary Public  
in and for said county personally appeared Albert B. Spillers, who being  
duly sworn, deposeth and said: That he is representative of General  
Motors Acceptance Corporation, a corporation, and that the property  
sued for in the complaint of General Motors Acceptance Corporation,  
a corporation, against C. L. Baggett, to-wit: One 1955 Chevrolet  
Sedan, motor number 027297AF55Y belongs to General Motors Acceptance  
Corporation, a corporation, the said Plaintiff.

Sworn to and subscribed before me this the 15th day of  
July, 1955.

W C Beebe  
Notary Public.

No. <u>2662</u>	Page	
STATE OF ALABAMA, Baldwin County.		
CIRCUIT COURT		
Plaintiff	vs.	Defendant
DETINUE BOND		
Filed	<u>FILED</u>	19
	<u>JUL 15 1955</u>	Clerk
	<u>W L DUCK, Clerk</u>	
Plaintiff's Attorney		Defendant's Attorney
Moore Printing Co.		

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Walter M. Lindsey  
Clerk.