

The State of Alabama, {
Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

E. W. Hutchins and the undersigned

are held and firmly bound unto J. C. Grimes, doing business as Loxley Produce Co.

in the sum of Fifteen Hundred (\$1500.00) DOLLARS,

for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators, jointly and severally. And for the payment of the above bond, we waive our right of exemption as to personal property, under the Constitution and Laws of the State of Alabama.

Sealed with our seals and dated this 7th day of December 19355

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas a Writ of Attachment issued by Circuit Court of Baldwin County

at the suit of said J. C. Grimes, doing business as Loxley Produce Co. against

the estate of the above named E. W. Hutchins and

returnable before the said next term of Circuit Court

as aforesaid, at his office on the _____ day of _____, 193____, for the

sum of Fifteen Hundred (\$1500.00) DOLLARS,

has been placed in the hands of Taylor Wilkins, Sheriff

in and for the said County, and has been levied by him upon the following property, to-wit:

One 1952 Fruehauf Trailer, Serial No. FW 67926

and whereas, the property has been delivered to the said _____

E. W. Hutchins

on his entering into this bond.

NOW, THEREFORE, If the Defendant shall fail in said action, he or his securities shall return the specific property attached and above mentioned to the said Sheriff, within ten days after judgment against said Defendant in this suit, then this obligation to be void, otherwise to remain in full force and effect.

Taken and approved this

7th

day of

Dec.

1955

E. W. Hutchins

(L. S.)

M. E. Thompson

(L. S.)

Frank Middleton

(L. S.)

J. C. GRIMES, DOING BUSINESS
AS LOULEY PRODUCE COMPANY,

PLAINTIFF

VS

E. W. HUTCHENS

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

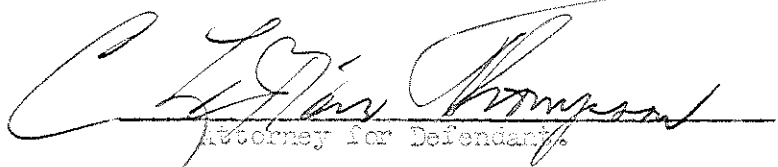
AT LAW.

1.

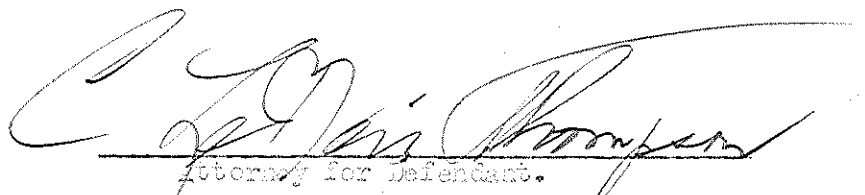
Comes the Defendant and denies the allegations of Count One of said
Complaint.

2.

Comes the Defendant and denies the allegations of Count Two of said
Complaint.


Attorney for Defendant.

Defendant demands trial by jury.


Attorney for Defendant.

ATTACHMENT

The State of Alabama, {
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, J. C. Grimes

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that

E. W. Hutchins

is justly indebted to the Plaintiff J. C. Grimes, doing business as Loxley Produce
Company

in the sum of Nine Hundred Fifty Six Dollars, and

J. C. Grimes having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

E. W. Hutchins, particularly One Fruehauf Tractor,

Serial No. FW ~~22~~ 67926

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on 15th day Monday of November 1955
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 15 day of October A. D., 1955.

Alice J. Duck Clerk.

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon E. W. HUTCHINS to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against E. W. Hutchins, defendant, by J. C. Grimes, doing business as Loxley Produce Company, Plaintiff.

Witness my hand this 30 day of Aug 1954

John M Brantley
Clerk

J. C. GRIMES, DOING BUSINESS
AS LOXLEY PRODUCE COMPANY,

PLAINTIFF

VS

E. W. HUTCHINS

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

1.

The Plaintiff claims of the Defendant the sum of ONE THOUSAND (\$1000.00) DOLLARS due by promissory note made by him on the 19th day of August, 1954, and payable on to-wit, the 19th day of November, 1954, within interest thereon.

2.

The Plaintiff claims of the Defendant the sum of EIGHT HUNDRED (\$800.00) DOLLARS due by promissory note made by him on to-wit, the 19th day of August, 1954, and payable on to-wit, the 19th day of November, 1954, with interest thereon since the 19th day of August, 1954, and the Plaintiff avers that insaid note and as a part of the consideration thereof, the Defendant agreed to waive all his rights of exemption as to personal property, and further agreed to pay a reasonable attorneys fee for the collection of said note, which the Plaintiff claims in the sum of ONE HUNDRED (\$100.00) DOLLARS.

Wilters & Brantley

BY:

John M Brantley
Attorneys for the Plaintiff

THE STATE OF ALABAMA }
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, _____

in and for said County, personally appeared _____

who, being duly sworn, on oath saith that _____

justly indebted to

in the sum of Nine Hundred Fifty Six and 00/100 - 7 - Dollars,
which said amount is justly due after allowing all just offsets and discounts, and that the said _____

E. W. Hutchins is about to remove his property out of the State, and that
the Plaintiff will probably lose his debt and have to sue for it in another
state

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other
improper motive.

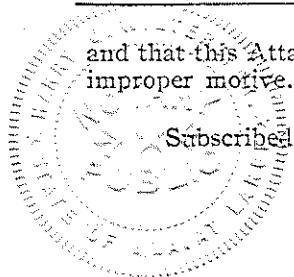
Subscribed and sworn to before me this _____

14

day of

October

1945



J. C. Mimes
Notary Public, State of Alabama at Large

Page _____

No. 2712

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

At Bay Minette, Ala.

TO

ATTACHMENT BOND AND AFFIDAVIT

Filed this the _____ day

of _____, 1945

_____, Clerk

_____, Attorney

RECORDED