

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE
OF ALAPAMA, GREETING:

You are hereby commanded to summon GROVER C. FULLER to appear before the Circuit Court of Baldwin County, in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur to or plead to the complaint of CENTRAL BALDWIN BANK.

You are hereby commanded to execute this process instanter and make return as required by law.

Witness my hand this 14 day of Nov, 1955.

Amie J. - [unclear]
Clerk.

CENTRAL BALDWIN BANK, A
Corporation,

Plaintiff

vs.

GROVER C. FULLER,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW

CASE NO. _____

The plaintiff claims of the defendant the following described personal property, to-wit: One (1) 1951 Chevrolet Fleetline Special Two-door Sedan, Motor No. JAM-12816, with value of the use thereof from, to-wit, August 1, 1955.

James G. [unclear]
Attorney for Plaintiff.

no 2767

Central Baldwin Bank

vs.

Grover C. Fuller

Received 4 day of Nov 1955
and on 22 day of Nov 1955

I served a copy of the within S & C
on Grover C. Fuller

By service on _____

TAYLOR WILKINS, Sheriff
By Edleigh Steadham D. S.

Relap 50 mi

FILED

NOV 4 1955

ALICE J. DUCK, Clerk

CENTRAL BALDWIN BANK, A
Corporation,

Plaintiff

vs.

GROVER C. FULLER,

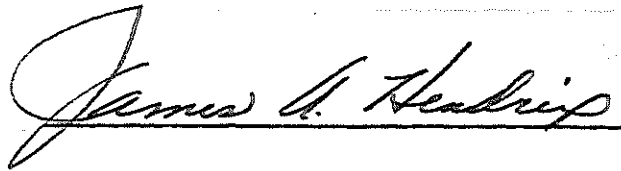
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO. _____

Before me, ALICE J. DUCK, Clerk of the Circuit Court of Baldwin County, in and for said County, personally appeared JAMES A. HENDRIX, who, being duly sworn, deposeth and saith, That the property sued for in the complaint of CENTRAL BALDWIN BANK vs. GROVER C. FULLER, belongs to CENTRAL BALDWIN BANK, the said plaintiff. Claimant bases its claim to said property on a Chattel Mortgage covering said property, and duly executed by the defendant on the 2nd day of February, 1955, which said mortgage was duly recorded in the office of the Judge of Probate, Baldwin County, Alabama, on the 3rd day of February, 1955, at 245 Mortgages, pages 517-18. Claimant further avers that said mortgage is past due and unpaid.


James A. Hendrix

Sworn to and subscribed before me this 4th day of Nov,
1955.


Clerk.

PHONE 801

JAMES A. HENDRIX

ATTORNEY AT LAW

ROBERTSDALE, ALA.

November 3, 1955

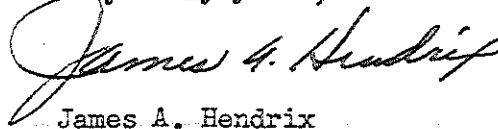
Mrs. Alice J. Duck
Clerk Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith please find Bond, Affidavit, Summons & Complaint and Order to the Sheriff on property described therein. I should like this order placed in the sheriff's hand at your very early convenience since we are anxious to have this property picked up as soon as possible.

You will note that I signed the Affidavit. Would appreciate your acknowledging my signature on same.

Very truly yours,

A handwritten signature in cursive script that reads "James A. Hendrix".

James A. Hendrix

JAH:ew
Encls.

STATE OF ALABAMA)

BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That we, CENTRAL BALDWIN BANK, as principal, and C. B. Ellis and O. A. Ellis, as sureties are held and firmly bound unto GROVER C. FULLER in the sum of SIX HUNDRED SIXTY AND .90/100 DOLLARS (\$660.90) to be paid to the said GROVER C. FULLER, 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 3rd day of November, 1955.

The condition of the above obligation is such, That whereas the above bound CENTRAL BALDWIN BANK, on the day of the date hereof hath obtained at the suit of CENTRAL BALDWIN BANK vs. GROVER C. FULLER, a summons and complaint for the recovery of One (1) 1951 Chevrolet Fleetline Special Two-door Sedan, Motor No. JAM-12816 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 Baldwin 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.

By CENTRAL BALDWIN BANK (SEAL)
C. B. Ellis, Executive Vice-President.
[Signature] (SEAL)
Surety
O A Ellis (SEAL)
Surety

Approved this 4th day of Nov, 1955.

[Signature]
Clerk.

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS: That we, THE CENTRAL BALDWIN BANK, a corporation, as principal, and C.B. ELLIS AND O.A. ELLIS as sureties are held and firmly bound unto GROVER C. FULLER in the sum of \$1321.80, for the payment of which well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

Sealed with our seals and dated, this the 28th day of November, 1955.

The condition of the above obligation is such, that whereas, the said Central Baldwin Bank did, on the 4th day of November, 1955, sue out of the Circuit Court of Baldwin County, Alabama a writ in detinue, directed to any Sheriff of the State of Alabama, and commanding him to take in his possession the following property sued for in said action of detinue, to-wit: One (1) 1951 Chevrolet Fleetline Special Two-door Sedan, Motor No. JAM-12816, which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin on the 2nd day of November 1955, by taking into his possession the following property, to-wit: One (1) 1951 Chevrolet Fleetline Special Two-door Sedan, Motor No. JAM-12816.

And whereas the said GROVER C. FULLER, a defendant in said suit has failed and neglected, for the space of five days from the taking into possession of said property by said Sheriff aforesaid, to give bond and take possession of said property as authorized by law.

Now therefore, if the said Central Baldwin Bank, plaintiff in said suit, shall deliver the above described property to the said GROVER C. FULLER, defendant in said suit, within thirty days after judgment, in case plaintiff shall fail to recover the same in its said suit, and pay all damages for the detention of property and costs of suit, then, in that event, this obligation to be void, otherwise to remain in full force and effect.

By CENTRAL BALDWIN BANK (SEAL)
C. B. Ellis, Executive Vice-President

[Signature] (SEAL)

Surety

O. A. Ellis (SEAL)

Surety

Approved this 30th day of Nov, 1955.

[Signature]
Sheriff

STATE OF ALABAMA)

TO THE SHERIFF OF

BALDWIN COUNTY)

SAID COUNTY, GREETING:

The plaintiff having given bond and made 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 thirty days thereafter, deliver the property to the plaintiff, and pay all costs and damages which may accrue from the detention thereof.

Witness my hand this 4 day of Nov, 1955.

Reice J. Duck
Clerk Circuit Court, Baldwin County.

Executed by serving a copy of the within summons and complaint on the defendant this 22 day of Nov, 1955.

Taylor Wickins
Sheriff.

By Edmund Standham
Deputy Sheriff

Further executed by taking into my possession and storing at R. A. Gill Service Station, property described within, naming R. A. Gill as bailee.

This 22 day of Nov, 1955.

Taylor Wickins
Sheriff.

Reale 50 mi By Edmund Standham
Deputy Sheriff

The defendant having failed to file bond in the time allowed by law, the plaintiff files a good and sufficient bond and takes possession of the property sued for, on this 30 day of Nov, 1955.

Taylor Wickins
Sheriff.

By _____
Deputy Sheriff