

LAW OFFICES  
E. G. RICKARBY  
BANK BUILDING  
FAIRHOPE, ALABAMA

July 27, 1956

2988

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Universal CIT Credit Corp.  
vs.  
William J. Grant

With this, we are handing you detainue suit in the above styled cause. Please process because client is very anxious to get the matter served as soon as possible, and, I think will be taking these papers over personally.

If that is the case, please tell him how to get the papers down to the Sheriff, so he can have them served.

Yours very truly,



ECR/fm  
Encl.

cc: Univ. CIT

1556.00

**CONTRACT FOR RECORDING**

Alabama and Georgia

Branch:

Dealer &amp; Transaction Nos.:

May 10, 1955

VEHICLE	YEAR AND MAKE: <del>Wichita</del>	MODEL OR LETTER NO.: 1955 Ford Fairlane	BODY 8 Sualiner	SERIAL NO.:	MOTOR NO.: U540-151390
LOCATION	COUNTY OF:	If at other than Customer's address, enter location →	NUMBER AND STREET:	CITY AND STATE:	

CUSTOMER (Buyer)	William ;J & Clara Grant	SELLER	o H. T. Dobbs Company
	Gulf Hiway		657 St. Louis St.,
	Foley, Alabama		Mobile, Alabama

1200.00

Total down payment payable  
in cash and/or trade-in before  
delivery

\$1200.00

Time balance →

\$ 2029.32

Which Customer promises to pay in

15

successive monthly instalments of

\$ 50.00

and one final instalment of

\$ 1079.32

All payable the same date of each month

First instalment due

Aug 15, 1955

MONTHLY  
UNEQUAL  
PAYMENTS

\$ 100.00

(6-15-55)

\$ 100.00

(6-15-65)

\$

\$

\$

\$

\$

\$

Customer has purchased from Seller the VEHICLE described above.

Title is retained by Seller or assigns until such balance is paid.

Signed, sealed and delivered in the presence of:

(In Georgia, Notary Public should sign here.)

*William J Grant*  
*Clara Grant* } Buyer

Assigned to UNIVERSAL C.I.T. CREDIT CORPORATION.

*H. T. Dobbs Company*  
*[Signature]* } Seller  
 By... Title... P. S. Mgr.

LAW OFFICES  
E. G. RICKARBY  
BANK BUILDING  
FAIRHOPE, ALABAMA

October 26, 1956

Honorable Hubert M. Hall  
Circuit Judge  
Bay Minette, Alabama

Dear Judge Hall:


In Re: Universal C. I. T.  
vs.  
William G. Grant, et al  
Our File No. 3808

Enclosed find original and copy of contract signed by Mr. Grant.

Request you enter up judgment by default for the property sued for. You don't have to worry about the ultimate value because the Sheriff has taken possession and has turned over this property to the plaintiff.

Please also allow me to substitute the copy for the original and return the original to me.

Respectfully submitted,

  
Attorney for Plaintiff

EGR/r1  
c/c Univ. C.I.T.  
11-3-56

LAW OFFICES  
E. G. RICKARBY  
BANK BUILDING  
FAIRHOPE, ALABAMA

October 29, 1956

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

Dear Mrs. Duck:

In Re: Universal C. I. T.  
vs.  
William J. Grant, et al  
Our File No. 3808  
Case No. 2988

Please put the enclosed on Judge Hall's desk in the above mentioned cause and when judgment is entered, write me a letter as to the Court Cost and that the bond has been cancelled so that I can close this matter up with client.

Thanks,

Yours very truly,



EGR/r1  
11-3-56

UNIVERSAL CIT CREDIT CORPORATION,  
A Corporation,

PLAINTIFF

VS

WILLIAM J. GRANT and  
CLARA GRANT,

DEFENDANTS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

DETINUE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the UNIVERSAL CIT CREDIT CORPORATION and National Surety Corporation, as Surety are held and firmly bound unto WILLIAM J. GRANT and CLARA GRANT in the sum of TWO THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS and THIRTY-FIVE CENTS (\$2,428.35) 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, jointly and severally and firmly by these presents.

Sealed with our seal and dated this the 30th day of July, 1956.

The condition of the obligation is such, that whereas the above bound UNIVERSAL CIT CREDIT CORPORATION has this day commenced its suit in the Circuit Court of Baldwin County, Alabama, against the said WILLIAM J. GRANT and CLARA GRANT for the recovery of one (1) 1955 Ford, Fairlane, Convertible Automobile, Motor No. U5 MC-151 390, and have made affidavit that the property sued for belongs to UNIVERSAL CIT CREDIT CORPORATION and entered into this bond, has obtained an order requiring the Sheriff of Baldwin County to take said property sued for into his possession.

Now if the said UNIVERSAL CIT CREDIT CORPORATION shall fail in said suit and pay the defendants all such costs and damages as they may sustain by wrongful complaint, then this obligation to be void, otherwise to remain in full force and effect. And for the payment of the above bond, we waive our right to exemption to personal property under the Constitution and Laws of the State of Alabama.

UNIVERSAL CIT CREDIT CORPORATION  
BY B. H. Ellis  
COLLECTION MANAGER  
NATIONAL SURETY CORPORATION  
SURETY  
E. S. Jenkins  
SURETY Attorney

approved this  
30th day of July 1956  
A. J. Jenkins  
clerk

UNIVERSAL CIT CREDIT CORPORATION,  
A Corporation

PLAINTIFF

VS

WILLIAM J. GRANT and  
CLARA GRANT

DEFENDANTS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

A F F I D A V I T

Before me, Arcie French, a <sup>Clerk</sup> ~~Notary~~  
~~Public~~ <sup>Circuit Court</sup> in and for the County of Mobile, State of Alabama, personally appeared MAJOR E. BLAIR, who being duly sworn, deposes and says that he is the Collection Manager for the Plaintiff, the UNIVERSAL CIT CREDIT CORPORATION, in the case of UNIVERSAL CIT CREDIT CORPORATION vs WILLIAM J. and CLARA GRANT, and has knowledge of the facts hereinafter set forth, and says that the following property, to-wit: one (1) 1955 Ford, Fairlawn, Convertible Automobile, Motor No. U5 MC-151 390, for the recovery of which the UNIVERSAL CIT CREDIT CORPORATION has instituted suit this day in the Circuit Court of Baldwin County, Alabama, against WILLIAM J. GRANT and CLARA GRANT, is the property of the UNIVERSAL CIT CREDIT CORPORATION.

Leon E. Branner  
Major E. Blair  
AFFIANT

Sworn to and subscribed before me this 30th day of July, 1956.

Arcie French  
~~Notary Public~~ <sup>Circuit Clerk</sup>

UNIVERSAL CIT CREDIT CORPORATION,  
A Corporation,

PLAINTIFF

VS

WILLIAM J. GRANT and  
CLARA GRANT,

DEFENDANTS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

ORDER TO SHERIFF TO TAKE PROPERTY INTO POSSESSION

To the Sheriff of said County, Greeting:

The plaintiff having given bond and made affidavit as required by law, you are hereby required to teke the property mentioned in the complaint into your possession, unless the defendants give bond payable to the plaintiff, with security in double the value of the property, conditioned that if the defendants are cast in the suit, they 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 30<sup>th</sup> day of July,  
1956.

W. J. H. H. H. H. H.

Clerk Circuit Court, Baldwin County, Ala.

The State of Alabama, }  
Baldwin County }

CIRCUIT COURT

No. \_\_\_\_\_ 193..

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon WILLIAM J. GRANT and CLARA GRANT,

to appear within thirty days from the service of this writ, in the Circuit Court to held for said County  
at the place of holding the same, then and there to answer the complaint of UNIVERSAL  
CIT CREDIT CORPORATION, A Corporation,

Witness my hand this 30 day of July 1956W. J. Tucker Clerk.

## COMPLAINT

UNIVERSAL CIT CREDIT CORPORATION, WILLIAM J. GRANT and  
A Corporation, Plaintiff.. versus CLARA GRANT Defendant. S

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

One (1) 1955 Ford, Fairlane, Convertible Automobile,  
Motor No. U5 MC-151 390.

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

from 15 July, 1956, to date of filing complaint 193..E. G. RICKARBY

Plaintiff's Attorney.



**The State of Alabama,**  
BALDWIN COUNTY

**CIRCUIT COURT**

UNIVERSAL CIT CREDIT CORP.,

A Corporation,

PLAINTIFFS

vs.

WILLIAM J. GRANT and

CLARA GRANT

DEFENDANTS

**Detinue Summons and Complaint**

Filed FILED, 193..

JUL 130 1956

Clerk

ALICE L. DICK, Clerk

E. G. RICKARBY

Plaintiff's Attorney

Defendant's Attorney

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.

Alice L. Dick Clerk.

Defendant lives at  
Rt. 3, Foley, Ala. (Gulf Hwy)

Received in office

\_\_\_\_\_, 193..

\_\_\_\_\_, Sheriff  
I have executed this summons  
this 30 July 1956  
by leaving a copy with

William J. Grant  
Clara Grant 7/31/56  
and taking into  
my possession the  
within described  
property this  
July 31st 1956  
Defendant failed in 5  
days to make bond and  
Plaintiff made bond on  
aug. 10th 1956

Raymond Wilkins Sheriff  
W. Wilkins Deputy Sheriff

Gulf Shores

UNIVERSAL C.I.T. CREDIT CORPORATION,  
A Corporation,

PLAINTIFF

VS

WILLIAM J. GRANT and  
CLARA GRANT,

DEFENDANTS

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

DETINUE--REPLEVY BOND OF PLAINTIFF

KNOW ALL MEN BY THESE PRESENTS, That we, the UNIVERSAL C.I.T. CREDIT CORPORATION and National Surety Corporation, are held and firmly bound unto WILLIAM J. GRANT and CLARA GRANT in the sum of TWO THOUSAND FOUR HUNDRED TWENTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS (\$2,428.35), for the payment of which well and truly to be made we, jointly and severally, bind ourselves and each of us, our heirs, executors and administrators.

Sealed with our seals and dated, the 10th day of August, 1956.

The condition of the above obligation is such that, whereas, the said UNIVERSAL C.I.T. CREDIT CORPORATION did, on the 27th day of July, 1956, sue out of the Circuit Court of Baldwin County, Alabama, a writ in detinue, directed to any sheriff of the State of Alabama, commanding him to take into his possession the following property, to-wit: one (1) 1955 Ford, Fairlane, Convertible, Automobile, Motor No. U5 MC-151 390, which said writ was placed in the hands of TAYLOR WILKINS, Sheriff of the County of Baldwin, on the 27th day of July, 1956, and executed by him on the 30th day of July, 1956, by taking into his possession the following property, to-wit: one (1) 1955 Ford, Fairlane, Convertible, Automobile, Motor No. U5 MC-151 390; and, whereas, the said WILLIAM J. GRANT and CLARA GRANT, defendants in said writ, have failed and neglected, for the space of five days from the execution of said writ, to give bond and take possession of said property as authorized by law.

Now if the said UNIVERSAL C.I.T. CREDIT CORPORATION, upon its failing in said suit, shall deliver the said property to the defendants within thirty days after judgment, and pay damages for the de-

UNIVERSAL C.I.T. CREDIT CORPORATION, Plaintiff  
 - VS -  
 WILLIAM J. GRANT and CLARA GRANT, Defendants  
(Detinue-Replevy Bond)

tention of the property and costs of suit, then this obligation  
 to be void, otherwise to remain in full force and effect.

UNIVERSAL C.I.T. CREDIT CORPORATION

BY

Walter E. Blair  
 COLLECTION MANAGER

NATIONAL SURETY CORPORATION

SURETY

By

SURETY

E. S. Jenkins  
 Attorney in Fact

1 Taken and approved this 10th day of Aug  
 1956

Lyons Wilkins - Sheriff