

CENTRAL BALDWIN BANK, A
Corporation,

Plaintiff

vs.

MARVIN A. HENDERSON

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW

CASE NO.

3069

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. MARVIN A. HENDERSON, 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 2 day of February, 1955, which said mortgage was duly recorded in the office of the Judge of Probate, Baldwin County, Alabama, on the 5 day of February, 1955, at 245 Mortgages, pages 519. Claimant further avers that said mortgage is past due and unpaid.

James A. Hendrix

Sworn to and subscribed before me this 23 day of OCT, 1956.

Alice J. Duck
Clerk.



STATE OF ALABAMA)

BALDWIN COUNTY)

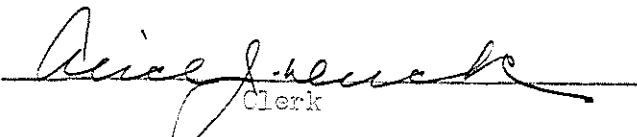
KNOW ALL MEN BY THESE PRESENTS: That we, CENTRAL BALDWIN BANK, as principal, and C. E. ELLIS, as surety are held and firmly bound unto MARVIN A. HENDERSON in the sum of TWO HUNDRED TWENTY ONE AND .30/100 DOLLARS (\$221.30) to be paid to the said MARVIN A. HENDERSON, his heirs, executors, administrators 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 23rd day of October, 1956.

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. MARVIN A. HENDERSON, a summons and complaint for the recovery of One (1) 1950 Ford Tudor VS, Motor No. EOMP 123232 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.

CENTRAL BALDWIN BANK
BY  (SEAL)
C. E. Ellis, Executive Vice-President.
 (SEAL)
Surety

Approved this 23 day of Oct, 1956.


Clerk

STATE OF ALABAMA)

BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons MARVIN A. HENDERSON to appear with-
in 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 CENTRAL BALDWIN BANK, a corporation.

Witness my hand this the 23 day of October, 1956.

Archie J. Hensch
Clerk.

CENTRAL BALDWIN BANK, a corporation)

Plaintiff)

vs.)

MARVIN A. HENDERSON)

Defendant.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

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

One 1950 Ford Tudor V8, Motor No. FOMP 123232,
with the value of the use thereof from to-wit, August 23, 1956.

James H. Hendrix
Attorney For Plaintiff.

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, }

BALDWIN COUNTY }

CIRCUIT COURT

No. _____

_____, 19____

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 _____, 19____.

_____, Clerk.

COMPLAINT

Plaintiff

Defendant

Defendant

No. 3069

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THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Central Baldwin Bank

Plaintiff.

VS.

Marvin A. Henderson

Defendant.

DETINUE SUMMONS AND COMPLAINT

Filed 10-23, 1956

Alice H. Duck Clerk.

Plaintiff's Attorney

Defendant's Attorney

Received by Sheriff's Office
this 23 day of Oct, 56

TAYLOR WILKINS, Sheriff
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.

Sheriff claims 60 miles at

Ten Cents per mile Total \$ 6.00

TAYLOR WILKINS, Sheriff

BY

6.2
DEPUTY SHERIFF

Alice H. Duck Clerk.

Executed Oct, 25. B
Serving a copy on
Marvin A. Henderson
and taking the within
described property
and storing at

C. B. Ellis —
Plaintiff has made bond
Sheriff
Taylor Wilkins
By Steadman

8.11.1.23.11

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, as surety, are held and firmly bound unto MARVIN A. HENDERSON in the sum of \$442.60, 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 3rd day of November, 1956.

The condition of the above obligation is such, that whereas, the said Central Baldwin Bank did, on the 25 day of October, 1956, sue out of the Circuit Court of Baldwin County, Alabama, and commanding him to take in his possession the following property sued for in said actin of detinue, to-wit: One (1) 1950 Ford Tudor V8, Motor No. BOMP 123232, which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin on the 25 day of October, 1956, and executed by him on the 25 day of October, 1956, by taking into his possession the following property, to-wit: One (1) 1950 Ford Tudor V8, Motor No. BOMP 123232.

And whereas the said MARVIN A. HENDERSON, 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 MARVIN A. HENDERSON, 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.

CENTRAL BALDWIN BANK
By [Signature] (SEAL)
C. B. ELLIS Vice-President
[Signature] (SEAL)
Surety

Approved this 3rd day of Nov, 1956.

[Signature]
Sheriff