

3083

STATE OF ALABAMA)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That I, G. E. ARD, as principal, and SAM ARD, as surety, are held and firmly bound unto L. W. NOBLE in the sum of \$2000.00 dollars 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 and administrators, jointly, severally, and firmly by these presents.

Sealed with our seals and dated this the 12 day of November, 1956.

The condition of the above obligation is such, that whereas the said L. W. NOBLE did on the 7th day of November, 1956, sue out of the Circuit Court of Baldwin County a writ of 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 1956 Crosley Trailer, Serial No. 5629-16, which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin on the 8th day of November, 1956, and executed by him on the 9th day of November, 1956, by taking into his possession the following property, to-wit: One (1) 1956 Crosley Trailer, Serial No. 5629-16, and whereas the above bound G. E. ARD, defendant in said suit, has, within five days from the execution of said writ, entered into this bond, as required by law, and thereby obtained possession of said property levied on:

Now, if the said G. E. ARD shall defend said suit to effect, or if being cast therein he shall, within thirty days after judgement, deliver the property aforesaid to the plaintiff and pay all such costs and damages as may have accrued from the detention thereof, then in either of said events, this obligation to be null and void, otherwise to remain in full force and effect.

G.E. ard
As Principal.
Sam Ard
As Surety

Approved 13th day of Nov, 1956.

Taylor Wilkins
Sheriff

STATE OF ALABAMA,
Baldwin County. }

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KNOW ALL MEN BY THESE PRESENTS, That We, L. W. Noble

as principal, and the undersigned

as surety, are held and firmly bound unto G. E. Ard

in the sum of One Hundred and No/100 (\$100.00) DOLLARS,

to be paid to the said G. E. Ard, 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 ----- day of October in the year of our Lord, 1956.

The condition of the above obligation is such, That whereas the above bound L. W. Noble

-----, on the day of the date hereof hath obtained at the suit of

L. W. Noble vs. G. E. Ard,

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.

X L. W. Noble (L. S.)

FIDELITY AND CASUALTY COMPANY OF NEW YORK (L. S.)

Walter M. Lindsey (L. S.)

ATTORNEY-IN-FACT

Approved this 7 day of Nov 1956

W. J. W. W. W.
Clerk.

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT - LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. E. Ard 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 same, then and there to answer the complaint of L. W. Noble.

Witness my hand this 7th day of Nov., 1956.

Alice J. Duck
Clerk

L. W. NOBLE,	I	
Plaintiff,	I	IN THE CIRCUIT COURT OF
vs.	I	BALDWIN COUNTY, ALABAMA
G. E. ARD,	I	LAW SIDE
Defendant.	I	

COUNT ONE

The Plaintiff claims of the Defendant the following property, to-wit:

1. 1956 Crosley trailer, serial number 5629-16 with the value of the hire or use of during the detention, to-wit: October 12, 1956.

COUNT TWO

The Plaintiff claims of the Defendant Five Hundred Thirty-nine Dollars (\$539.00) due by promissory note made by him on the 12th day of November, 1955, in the amount of One Thousand Six Hundred Seventeen Dollars and Eighty-four cents (\$1,617.84) payable in monthly installments of One Hundred Seven Dollars Eighty-seven cents (\$107.87), the first installment being payable on December 12, 1955, with interest at the rate of 6% per annum from maturity, in the pay-

ment of which note the Defendant defaulted on, to-wit, September 12, 1956, and which note was subsequently assigned by The First Bank and Trust Company of Pensacola, Florida, to the Plaintiff on October 22, 1956. And the Plaintiff alleges that said default has continued and that the amount of Five Hundred Thirty-nine Dollars (\$539.00) together with interest at the rate of 6% per annum from to-wit: October 12, 1956, is now due and payable to the Plaintiff, wherefore Plaintiff brings this suit and asks judgment in the above amount.

The Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure, said note, including a reasonable attorneys fee, and the Plaintiff further claims of the Defendant the sum of One Hundred Eighty Dollars (\$180.00) as such reasonable attorney's fee.

CHASON & STONE

By: Melone J Stone