

STATE OF ALABAMA

BALDWIN COUNTY

Before me C. G. Chason, a Notary Public in and for said County in said State, personally appeared O. L. Bond, Manager of Automotive Acceptance Corporation, a corporation, who being by me duly sworn, deposes and saith:-

That Automotive Acceptance Corporation, a corporation, is the owner of and rightly entitled to the possession of the following described personal property under and by virtue of a Chattle Mortgage dated the 23rd day of November, 1956, and payable in monthly installments of Seventy-three and 45/100 Dollars (\$73.45), there now being due the principal amount of One Thousand Seven Hundred Sixty-two and 80/100 Dollars (\$1,762.80), plus interest at the rate of eight per cent (8%) per annum on past due installments, said Chattle Mortgage having been made by Bobby R. Burgess to Auto Bargain Center, of Mobile, Alabama, and regularly and duly assigned by Auto Bargain Center to Automotive Acceptance Corporation, a corporation, without recourse, viz:-

One (1) 1955 Pontiac, Model 860, Tudor Sedan,
Motor Number P 755 S 21415.

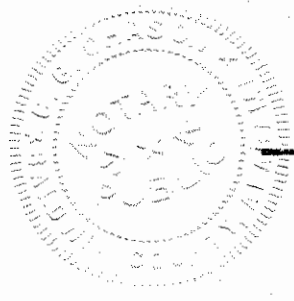
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Affiant further states that the Chattle Mortgage Note above referred to gives the Automotive Acceptance Corporation, a corporation, as owner thereof, full right and authority to the possession of the property for the purpose of selling in accordance with the terms thereof, and upon this authority, this affidavit is based.

Ch Bond

Sworn to and subscribed before me,
a Notary Public, on this the 8th day of
January, 1957.

C. G. Chason

Notary Public, Baldwin County
State of Alabama



STATE OF ALABAMA

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BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:- That we, Automotive Acceptance Corporation, as principal, and W. E. Timmerman and Hubert Grant, as surety, are held and firmly bound unto Bobby R. Burgess in the sum of Three Thousand Six Hundred Dollars (\$3,600.00), 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 24th day of January, 1957.

The condition of the above obligation is such, that whereas, the said Automotive Acceptance Corporation did, on the 8th day of January, 1957, sue out of the Circuit Court of Baldwin County 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) 1955 Pontiac, Model 860, Tudor Sedan, Motor Number P 755 S 21415, which said writ was placed in the hands of Taylor Wilkins, Sheriff of the County of Baldwin, on the 8th day of January, 1957, and executed by him on the 16th day of January, 1957, by taking into his possession the following property, to-wit:- One (1) 1955 Pontiac, Model 860, Tudor Sedan, Motor Number P 755 S 21415.

And Whereas the said Bobby R. Burgess, 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 Automotive Acceptance Corporation, Plaintiff in said suit, shall deliver the above described property to the said Bobby R. Burgess, 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.

AUTOMOTIVE ACCEPTANCE CORPORATION,

BY *Ch Bond* SEAL
As Principal

W. E. Timmerman SEAL
As Surety

Hector Grant SEAL
As Surety

Approved this 25th day of January, 1957.

James Wilkins
Sheriff, Baldwin County, Alabama

By PK Bellman SO mobile

STATE OF ALABAMA

BALDWIN COUNTY

Before me _____, a Notary Public in and for said County in said State, personally appeared O. L. Bond, Manager of Automotive Acceptance Corporation, a corporation, who being by me duly sworn, deposes and saith:-

That Automotive Acceptance Corporation, a corporation, is the owner of and rightly entitled to the possession of the following described personal property under and by virtue of a Chattle Mortgage dated the 23rd day of November, 1956, and payable in monthly installments of Seventy-three and 45/100 Dollars (\$73.45), there now being due the principal amount of One Thousand Seven Hundred Sixty-two and 80/100 Dollars (\$1,762.80), plus interest at the rate of eight per cent (8%) per annum on past due installments, said Chattle Mortgage having been made by Bobby R. Burgess to Auto Bargain Center, of Mobile, Alabama, and regularly and duly assigned by Auto Bargain Center to Automotive Acceptance Corporation, a corporation, without recourse, viz:-

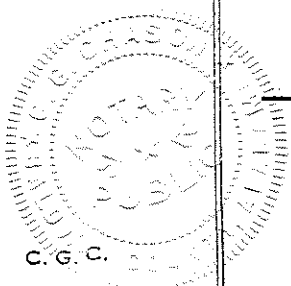
One (1) 1955 Pontiac, Model 860, Tudor Sedan,
Motor Number P 755 S 21415.

Affiant further states that the Chattle Mortgage Note above referred to gives the Automotive Acceptance Corporation, a corporation, as owner thereof, full right and authority to the possession of the property for the purpose of selling in accordance with the terms thereof, and upon this authority, this affidavit is based.

O. L. Bond

Sworn to and subscribed before me,
a Notary Public, on this the 8th day of
January, 1957.

[Signature]
Notary Public, Baldwin County
State of Alabama



C. C. Law 30-1000-9-52

THE STATE OF ALABAMA,
BALDWIN
Mobile County

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, AUTOMOTIVE ACCEPTANCE
CORPORATION, A Corporation, as Principal and W. E. TIMMERMAN and
HUBERT GRANT, as sureties
are held and firmly bound unto Bobby R. Burgess

his heirs, executors and administrators, in the
sum of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars, for
the payment of which, we bind ourselves, our and each of our heirs, executors, and administrators,
jointly and severally, firmly by these presents.

Sealed with our seals and dated this day of January, A. D. 1957

The Condition of the above Obligation is such, That whereas the above bounden Automotive
Acceptance Corporation, a corporation, has, on

the day of January 1957, sued out from the office of the
Baldwin County,
Clerk of the Circuit Court of Mobile, in the State of Alabama, a Writ of Detinue, returnable to the
Circuit Court of Baldwin County
present term of said ~~Circuit Court of Mobile~~ against the said Bobby R. Burgess

 for the recovery of the following property,
to-wit: One 1955 Pontiac 860 Two Door automobile,
Motor Number P755S 21415

NOW, if the said Automotive Acceptance Corporation, a corporation shall fail
in said suit, and shall pay to the said Bobby R. Burgess
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of
said Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

AUTOMOTIVE ACCEPTANCE CORPORATION,
a corporation, (Seal)
BY: W. E. Timmerman, as manager (Seal)
Hubert Grant (SEAL)

approved
1-8-57
W. E. Timmerman
clerk

STATE OF ALABAMA)
BALDWIN COUNTY)

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. . . IN THE CIRCUIT COURT . . LAW SIDE . .

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:-

You are hereby commanded to summon Bobby R. Burgess to appear before the Circuit Court of Baldwin County, in and for said County, at the place of holding same, within thirty (30) days from the service of this summons and complaint, then and there to demurr to or to plead to the complaint of Automotive Acceptance Corporation, a corporation.

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

WITNESS my hand this 8th day of January, 1957.

Archie J. Sene
Clerk

- COMPLAINT -

AUTOMOTIVE ACCEPTANCE
CORPORATION, A CORPORATION,
Plaintiff,
-vs-
BOBBY R. BURGESS,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

COUNT I

The Plaintiff claims of the Defendant, Bobby R. Burgess, the following described personal property, to-wit:-

One (1) 1955 Pontiac, Model 860, Tudor Sedan,
Motor Number P 755 S 21415,

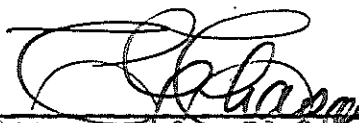
with the value of the use thereof during the detention.

COUNT II

The Plaintiff claims of the Defendant, Bobby R. Burgess, One Thousand Seven Hundred Sixty-two and 80/100 Dollars (\$1,762.80), due by Chattle Mortgage Note made by Bobby R.

Burgess on the 23rd day of November, 1956, and payable to Auto Bargain Center, and regularly and duly assigned on November 23, 1956, to the Plaintiff, which said Chattle Mortgage Note was due and payable in twenty-four (24) installments of Seventy-three and 45/100 Dollars (\$73.45), the first payment being due and payable on the 23rd day of December, 1956, which said note bears interest at the rate of eight per cent (8%) per annum on past due installments.

The Plaintiff avers 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 attorney's fee, and the Plaintiff further claims of the Defendant, the further and additional sum of Three Hundred Sixty Dollars (\$360.00) as such reasonable attorney's fee.


Attorney for Plaintiff

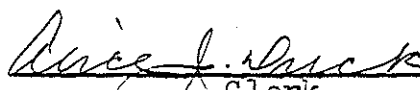
STATE OF ALABAMA

BALDWIN COUNTY

TO THE SHERIFF OF SAID COUNTY, GREETINGS:-

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 gives Bond payable to the Plaintiff, with security double the value of the property, conditioned that if the Defendant, Bobby R. Burgess, is cast in the suit, it will, within thirty (30) 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 the 8th day of January, 1957.


Clerk

Executed by serving a copy of the within summons and
complaint on the Defendant this the 16 day of January, 1957.

James A. Walker

Sheriff
By [Signature]

Further executed by taking into my possession and storing
property described within.

This the 16 day of January, 1957.

James A. Walker

Sheriff
By [Signature]

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