

3142

BOOK 015 PAGE 334

STATE OF ALABAMA, }
County of ~~Mobile~~
Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we, WHOLESALE FURNITURE WAREHOUSE, INC.
American Casualty Company of
as Principal, and Reading, Pennsylvania, as Sureties, are held and firmly bound
unto HUBERT G. MC RAE

in the sum of One Thousand and no/100 \$1,400.00 Dollars
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 this 14th
day of February in the year of our Lord, one thousand, nine hundred and fifty seven.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
WHOLESALE FURNITURE WAREHOUSE, INC.

did, on the February, 19 57, sue out in the Circuit Court
of ~~Mobile~~ Baldwin County, Alabama, a writ in detinue, direct to any Sheriff of the State of Alabama, com-
manding him to take into his possession the following described property, to-wit:

- | | | | |
|---------------------------|-----------------------------|-------------------------|--------------------|
| 1 4/6 foam mattress set | 1 heater | 1 4/6 spring & mattress | 1 mirror |
| 1 two piece sofa suite | 1 swivel rocker | 1 hotel groupe | 1 box sp.&mattress |
| 2 bedroom suites | 1 apt.gas range | 1 bed frame | 1 3/3 boxsp.&matt. |
| 2 five piece dinette sets | 1 two piece green sect.sofa | 1 green club chair | |

which said writ was placed in the hands of Taylor Wilkins
Baldwin
Sheriff of the County of Mobile, on the February, 19 57, by taking into his
possession the following described property, to-wit:
property as described above

and whereas the said HUBERT G. MC RAE,
defendant in said writ, has 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 is the said WHOLESALE FURNITURE WAREHOUSE, INC.

upon his failing in said suit, shall deliver the said property to the defendant within thirty days af-
ter judgment, and pay damages for the detention of the property and costs of suit, then this ob-
ligation to be void, otherwise to remain in full force and effect.

WHOLESALE FURNITURE WAREHOUSE, INC.
BY: Leon York (SEAL)
AMERICAN CASUALTY COMPANY
READING, PENNSYLVANIA (SEAL)
BY: J. J. [Signature] (SEAL)
attorney-in-fact

Taken and approved this 16th day of Feb, 19 57

Taylor Wilkins
Sheriff, Mobile County, Alabama
BALDWIN



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania Corporation, having its principal office in the City of Reading, County of Berks, Commonwealth of Pennsylvania, pursuant to the following By-Law, adopted by the stockholders of the said Company on November 21st, 1950, to wit:

"Article VI—Section 2. Powers of Attorney—The President, or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on the behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other written obligatory in the nature thereof, and they may, at any time, revoke the authority of any such Attorneys-in-Fact."

does hereby constitute and appoint H. AUSTILL PHARR, JR., J. P. COURTNEY, JR., individually, of Mobile, Alabama

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required on permitted by law, statute, rule, regulation, contract or otherwise, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS

and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

ALL AUTHORITY HEREBY CONFERRED SHALL EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT OF 10-6-57

IN WITNESS WHEREOF, the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed and its corporate seal to be affixed by its authorized officer this 9th day of August, 1956

(CORPORATE SEAL)

F. O. BEATTIE

Vice-President

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF BERKS,

SS:

On this 9th day of August, 1956, before me came the individual, to me personally known, who executed the preceding instrument, and being by me duly sworn, said that he is the therein described and authorized officer of the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA; that the seal affixed to said instrument is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation, and that Article VI, Section 2, of the By-Laws, of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal at the City of Reading, the day and year first above written:

My commission expires March 23rd, 1957.

R. C. Pahl

Notary Public.

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF BERKS,

SS:

(NOTARIAL SEAL AFFIXED)

I, J. W. Books, Assistant Secretary of the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do hereby certify that the foregoing is a true and correct copy of Power of Attorney issued by said American Casualty Company of Reading, Pennsylvania, and that I have compared same with the ORIGINAL on file in the Home Office of said Company, and that it is a correct transcript thereof and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Company at the City of Reading, Pennsylvania, this 14th day of February, 1957.

J. W. Books

Assistant Secretary.



BOND

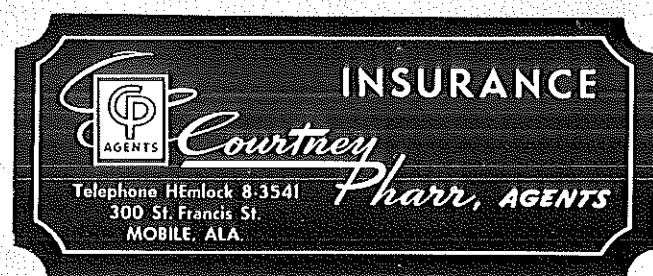
No. 278794

on Behalf of

Wholesale Furn. Whse, Inc.

in Favor of

Hubert G. Mc Rae



THE STATE OF ALABAMA,
Baldwin
Mobile County

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, WHOLESALE FURNITURE WAREHOUSE, INC.

as principal, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, as surety

are held and firmly bound unto H. G. MC RAE

heirs, executors and administrators, in the
sum of Seven Hundred and no/100 \$700.00 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 31st day of January, A. D. 19 57

The Condition of the above Obligation is such, That whereas the above bounden

WHOLESALE FURNITURE WAREHOUSE, INC. has, on

the day of January 19 57, sued out from the office of the

Clerk of the Circuit Court of Baldwin
Baldwin

present term of said Circuit Court of Mobile against the said

H. G. MC RAE for the recovery of the following property,

to-wit: 1 4x6 foam mattress set 1 apt. gas range
1 two piece sofa suite 1 two piece green sectional sofa
2 bedroom suites 1 4x6 spring & mattress
2 five piece dinett sets 1 hotel groupe 1 mirror
1 heater 1 bed frame 1 box spring & Mattress
1 swivel rocker 1 green club chair 1 3/3 box spring & Mattre

NOW, if the said WHOLESALE FURNITURE WAREHOUSE, INC. shall fail

in said suit, and shall pay to the said H. G. MC RAE

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.

Wholesale Furniture Warehouse, Inc.
by: Leon V York, Pres (Seal)
AMERICAN CASUALTY COMPANY (Seal)
OF READING, PENNSYLVANIA
BY [Signature] (Seal)
ATTORNEY IN FACT

*In January 1, 1957 - when this bond presented to me as
Clerk of this Court I would approve the same.
John E. Maydew
Jus. Circuit Court, Mobile County, Ala.
approved
2-2-57
Anice L. Lusk, Clerk*

THE STATE OF ALABAMA }
MOBILE ~~MOBILE~~ County

~~BALDWIN~~

DETINUE AFFIDAVIT

PERSONALLY appeared before me, Ross Diamond, Jr., Notary Public ~~BALDWIN~~
John E. Manéville, Clerk of the Circuit Court of MOBILE
Mobile County, Leon V. York, President, Wholesale Furniture Warehouse, Inc.

who, being duly sworn, deposes and says, that the property sued for in the complaint of
Wholesale Furniture Warehouse, Inc., vs Hubert G. McRae

to-wit One 4/6 Foam Mattress Set - One Two Peice Sofa Suite - Two Bedroom Suites
Two Five Peice Dinettes - One Swivel Rocker - One Apartment Gas Range - One Heater
One Two Peice Green Sectional Sofa - One 4/6 Box Spring and Mattress - One Mirror
One Green Club Chair - One Bed Frame - One 3/3 Box Spring and Mattress -

belongs to One Hotel Group - One Box Spring and Mattress the said Plaintiff.
Wholesale Furniture Warehouse, Inc.

Sworn to and subscribed the 1st day
of Feb., 1957, before me.

WHOLESALE FURNITURE WAREHOUSE, INC.

BY

Leon V York, Pres.

NOTARY PUBLIC

No. _____

Circuit Court

~~MOBILE~~ COUNTY

BALDWIN

Detinue Affidavit
VS.
and Bond

Filed _____ day of _____ 19____

Clerk Circuit Court, MOBILE County
BALDWIN

Attorney

CERTIFIED COPY



NO. 3688

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania Corporation, having its principal office in the City of Reading, County of Berks, Commonwealth of Pennsylvania, pursuant to the following By-Law, adopted by the stockholders of the said Company on November 21st, 1950, to wit:

"Article VI—Section 2. Powers of Attorney—The President, or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on the behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other written obligatory in the nature thereof, and they may, at any time, revoke the authority of any such Attorneys-in-Fact."

does hereby constitute and appoint

J. P. COURTNEY, of
Mobile, Alabama

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required on permitted by law, statute, rule, regulation, contract or otherwise,

provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS

and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

ALL AUTHORITY HEREBY CONFERRED SHALL EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT OF Indefinite

IN WITNESS WHEREOF, the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed and its corporate seal to be affixed by its authorized officer this 11th day of March, 1952

F. O. BEATTIE

Vice-President

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF BERKS,

SS:

On this 11th day of March, 1952, before me came the individual, to me personally known, who executed the preceding instrument, and being by me duly sworn, said that he is the therein described and authorized officer of the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA; that the seal affixed to said instrument is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation, and that Article VI, Section 2, of the By-Laws, of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal at the City of Reading, the day and year first above written.

My commission expires January 29th, 1955.

Anne M. Magee

Notary Public

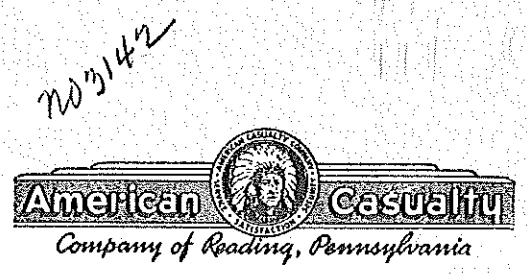
COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF BERKS,

SS:

I, S. F. Hanna, Assistant Secretary of the AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do hereby certify that the foregoing is a true and correct copy of Power of Attorney issued by said American Casualty Company of Reading, Pennsylvania, and that I have compared same with the ORIGINAL on file in the Home Office of said Company, and that it is a correct transcript thereof and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary and affixed the corporate seal of the Company at the City of Reading, Pennsylvania, this 31st day of January, 1957.

Assistant Secretary.



BOND

No. 278792

on Behalf of

Wholesale Furniture Warehouse, Inc.

in Favor of

W. G. MC RAE

FILED
FEB 2 1957
ALICE A. BUCK, Register

WHOLESALE FURNITURE WAREHOUSE, INC.
An Alabama Corporation,

Plaintiff,

VS

HUBERT G. McRAE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

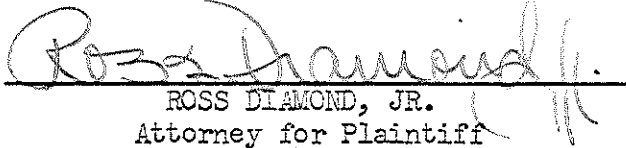
CASE NO. _____

COUNT ONE

Plaintiff claims of the Defendant the following described personal property, viz:

- | | |
|--------------------------------------|-----------------------------------|
| - One 4/6 Foam Mattress Set | - One Heater |
| - One Two Peice Sofa Suite | - One Box Spring and Mattress |
| - Two Bedroom Suites | - One Hotel Group |
| - Two Five Peice Dinettes | - One 3/3 Box Spring and Mattress |
| - One Swivel Rocker | - One Bed Frame |
| - One Apartment Gas Range | - One Green Club Chair |
| - One Two Peice Green Sectional Sofa | - One Mirror |
| - One 4/6 Box Spring and Mattress | |

with the value of the hire or use thereof during the detention, viz: from the 3rd day of December, 1956.


ROSS DIAMOND, JR.
Attorney for Plaintiff

Defendant may be served under Tit. 7, Sec. 931 (1) by leaving copy thereof at the place where the household furniture is seized. The household furniture is located at the Beverly Motel, Foley, Alabama.

The Plaintiff, Wholesale Furniture Warehouse, Inc., an Alabama corporation, having made affidavit and given bond, as required by Title 7, Section 918, of the Code of Alabama, the Sheriff is required to take the property mentioned in the within complaint into his possession, unless the Defendant gives bond, payable to the Plaintiff, with sufficient surety in double the amount of the value of the property, with conditions that if the Defendant is cast in the suit, will within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which accrue from the detention thereof.

Clive L. Smith
CLERK

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Hubert G. McRae

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against _____

Hubert G. McRae

Defendant

by Wh Wholesale Warehouse, Inc, An Alab ama Corp.

Plaintiff.....

Witness my hand this 2nd day of Feb 1957

Alice J. ... Clerk

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