(3703)

AFFIDAVIT FOR ATTACHMENT

STATE OF ALABAMA
COUNTY OF BALDWIN

Re: Magnalia Land lo.

Noris Windhigher

Before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared J.B.Foley, who being duly sworn, deposes and saith:

That he is president and chief executive officer of Magnolia Land Company, a corporation organized and existing under the laws of the State of Illinois, and duly qualified to transact business in the State of Alabama;

That Morris Windbigler is justly indebted to the said Magnolia Land Company for rent upon the following land owned by the Magnolia Land Company, and lying and being in Baldwin County, Alabama, to-wit:

The South Half of the Southwest Quarter of Section 7; and the North Half of the Northwest Quarter of Section 18; all in Township 8 South, Range 4 East.

said indebtedness being in the sum of \$2,382.24, which sum is justly due and payable, having become due and payable on the first day of November, 1958; that demand for payment was made before the institution of this action, but the said Morris Windbigler has failed and refused to make payment; and that the said tenant, Morris Windbigler is about to remove from the aforedescribed land, and dispose of, the crop of soybeans planted upon said land by the said tenant, Morris Windbigler, without paying said rent, and without the consent of the landlord, Magnolia Land Company;

That the said crop of soybeans is subject to attachment for the said landlord's lien to satisfy the rent due as aforesaid, and that this attachment is not sued out for the purpose of vexing or harassing the said tenant, Morris Windbigler.

Sworn to and subscribed before me this 13 day of November, 1958.

J. B. Foley, president Magnolia Land Company

Filed Nav1 3, 1950

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WRIT OF ATTACHMENT

STATE OF ALABAMA
COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA * * * * * GREETING:

Whereas, J. B. Foley as president of Magnolia Land Comapny, a corporation hath complained on oath to me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, that Morris Windbigler is justly indebted to Magnolia Land Company in the sum of Two Thousand Three Hundred Eighty Two and 24/100ths (\$2,382.24) Dollars; and the said J. B. Foley as president of Magnolia Land Company, a corporation having made affidavit and given bond as required by law in such cases: You are hereby commanded to attach so much of the soybean crop of the said Morris Windbigler standing upon the following described land in Baldwin County, Alabama, to-wit:

 S_{2}^{1} , SW_{4}^{1} , Section 7; and N_{2}^{1} , NW_{4}^{1} , Section 18; all in Township 8 South, Range 4 East.

as will be of value to satisfy the said debts and costs and landlord's lien, according to the complaint; and such crop, unless replevied, so to secure that the same may be liable to further proceedings thereon, to be had at the present term of the Circuit Court of Baldwin County, to be held at the Court House thereof, when and where you must make known how you have executed this writ.

Witness: Alice J. Duck, Clerk of said Court, my hand, this the

Executed now. 13, 195-8 Wice J. Suck

3703 Nagnalis Lasa

Morris Whiteigler.

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I served a copy of the within Light of 1957

Son Jay of Jay of Jay Service on of Jay Beauty

TAYYOR WILKINS, Shoriff

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Ten Cents per mile Total 5 8 TAYLOR WILKINS, Sheriff

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FILED NOV 13 1958 ALICED. DUCK, Clark

AFFIDAVIT FOR ATTACHMENT

STATE OF ALABAMA

Before as, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared J.B.Foley, who being duly sworn, deposes and saith:

That he is president and chief executive officer of Magnolia Land Company, a corporation organized and existing
under the laws of the State of Illinois, and duly qualified
to transact business in the State of Alabama;

That Morris Windbigler is justly indebted to the said Magnolia Land Company for rent upon the following land or the Sagnolia Land Company, and lying and being in Bald Company,
Alabama, to-wit:

The South Half of the Southwest Quarter of Section 7; and the North Half of the Northwest Quarter of Section 18; all in Township & South, Range 4 East.

said indebtedness being in the sum of \$2,382.24, which sum is justly due and payable, having become due and payable on the first day of Movember, 1958; that demand for payment was made before the institution of this action, but the said Morris Windbigler has failed and refused to make payment; and that the said tenant, Morris Windbigler is about to remove from the aforedescribed land, and dispose of, the crop of soybeans planted upon said land by the said tenant, Morris Windbigler, without paying said rent, and without the consent of the landlord, Magnolia Land Company;

That the said crop of soybeans is subject to attachment for the said landlord's lien to satisfy the rent due as aforesaid, and that this attachment is not sued out for the purpose of vaxing or harassing the said tenant, Morris Windbigler.

Sworn to and subscribed before me this <u>13</u> day of Wovember, 1958.

J. B. Foldy, president Magnolia Lend Company

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APPIDAVIT POR ATTACHBUMT

STATE OF ALABAMA COUNTY OF BALDWIN

Before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, personally appeared J.B. Foley, who being duly sworn, deposes and saith:

That he is president and chief executive officer of Magnolia Land Company, a corporation organized and existing under the laws of the State of Illinois, and duly qualified to transact business in the State of Alabama:

That Morris Windbigler is justly indebted to the said as a nolia Land Company for rent upon the following land owned by the Magholia Land Company, and lying and being in Baldwin County.

Alabama, to-wit:

The South Helf of the Southwest Quarter of Section 7; and the North Helf of the Northwest Quarter of Section 15; all in Township 8 South, Range 4 East.

said indebtedness being in the sum of \$2,382.24, which sum is
justly due and payable, having become due and payable on the
first day of November, 1958; that demand for payment was made
before the institution of this action, but the said Morris Windbigler
has failed and refused to make payment; and that the said tenant,
Morris Windbigler is about to remove from the aforedescribed land,
and dispose of, the crop of soybeans planted upon said land by
the said tenant, Morris Windbigler, without paying said rent,
and without the consent of the landlord, Magnolia Land Company;

That the said crop of soybeans is subject to attachment for the said landlord's lien to satisfy the rent due as aforesaid, and that this attachment is not sued out for the purpose of vexing or barassing the said tenant, Morris Windbigler.

J. B. Foloy, president Sworn to and subscribed Magnolife Land Company before me this Z day of November, 1958.

liel J. Muck

And a state of the state of the

COMPANDA SIMBALA COMPANDA BALALAR

Before me, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alebama, Personally appeared J.B. Poley, who being duly sworn, deposes and saith:

That he is president and cinief executive officer of Magnolia land Company, a corporation organized and existing under the laws of the State of Illinois, and duly qualified to transact business in the State of Alabama;

That Morris Mindbigler is justly indebted to the Saldwing land on By Conclia Land Company for rent upon the following land on By Cotto the Magnelia Land Company, and lying and being in Baldwin Company.

Alabama, to-vit:

The South Malf of the Southwest Juanter of Section 7; Taid the North Welf of the Turburet Juritor of Section 16; all in Tomoship 5 South, Rante & Past.

seid indebtedness being in the sum of \$2,382.24, which sum is justly due and payable on the first day of November, 1950; that domand for payment was made before the institution of this action, but the seid Norris Findbigler has failed and refused to make payment; and that the said tenant, Norris Findbigler is about to remove from the aforedosorihed land, and dispose of, the crap of soybeses planted upon said land by the said tenant, Norris Findbigler, without paying axid pent, and without the concent of the landbord, Nagnolia Land Company;

That the seid crop of toyberns is subject to garackment for the sold landlord's lien to satisfy the rent due as ofcressid, and that this attackment is not seed out for the purpose of vexing or horsesing the said tenant, Morris Mindbigler.

J. B. Tyley, president Magnold Lend Company

Sworn to and subsgribed before me this ____ day of November, 1958.

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WHIT OF ATTACHMENT

STATE OF ALABAMA COUNTY OF BALDWIN

TO ARY SHERIFF OF THE STATE OF ALABAMA * * * * * * GREETING:

Whereas, J. B. Foley as president of Magnolis Land Comapny, a corporation bath complained on eath to me. Alice J. Duck, Clerk of the Circuit Court of Baldwin County, that Morris Windbigler is justly indebted to Magnolia Land Company in the sum of Two Thousand Three Mundred Bighty Two and 24/100ths (\$2,382.24) Bollars; and the said J. B. Foley as president of Magnolia Land Company, a corporation having made affidovit and given bond as required by law in such cases: You are hereby commanded to attach so much of the soybean crop of the said Morris Windbigler standing upon the following described land in Baldwin County, Alabama, to-wit:

A Sa, SWa, Section 7; and Ma, NWA, Section 18; all in Township 6 South, Range 4 East.

as Will be of value to satisfy the said debts and costs and landlord a lieb, according to the complaint; and such crop, unless
replevied, so to secure that the same may be liable to further
proceedings thereon, to be had at the present term of the Circuit
Court of Haldwin County, to be held at the Court House thereof,
when and where you must make known how you have executed this writ.

Witness: Alice J. Duck, Clerk of said Court, my hand, this the day of November, A. D. 1958.

Mic J. Huck

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

The above and foregoing affidavit having been filed pursuant to the provisions of Code of Alabama of 1940. Title 7, Section 350, and based upon the special facts and circumstances as set out in said affidavit, it is hereby considered, ordered and adfudged that am attachment be issued in favor of the plaintiff, Magnolia Land Company, against the defendant, Borris Windbigler, in the sum of \$2,382.24, against the crop of soybeans standing upon the land described in said affidavit, and the said sum of \$2,382.24 is hereby fixed as the amount of said attachment Done at Day Minette, Alabama, this Aday of November, To

IN THE CIRCUIT COURT OF BALDKIE COUNTY, ALABAMA AT LAW

The above and foregoing affidevit having been filed pursuant to the provisions of Gode of Alabama of 1940. Title 7, Section 350, and based upon the apocial facts and circumstances as set out in said affidavit, it is hereby considered, ordered and adjudged that an obtackment be issued in favor of the plaintiff, Magnolia Land Company, against the defendant, Morris Windbigler, in the sum of 32,382.24, against the orop of soybeens standing upon the land described in said affidavit, and the said sum of 32,382.24 is hereby fixed as the amount of said attachment.

Done at Day Minetto, Alabama, this 13 day of November, 1750.

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IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

The above and foregoing affidavit having been filed pursuant to the provisions of Code of Alabama of 1940. Title 7, Section 850, and based upon the special facts and circumstances as set out in said affidavit, it is hereby considered, ordered and adjudged that an attachment be issued in favor of the plaintiff, Magnolia Land Company, against the defendant, Morris Windbigler, in the sum of \$2,382.24, against the crop of soybeans standing upon the land described in said affidavit, and the said sum of \$2,382.24 is hereby fixed as the amount of said attachment.

Done at Bay Minette, Alabama, this 2 day of November, 1958.

Theber Modern Circuit Judge

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NOV 13 1958
ALICE J. DC. K.

ATTACHMENT BOND

STATE OF ALABAMA COUNTY OF BALDWIN

KNOW ALL MIN BY THESE FRESENTS, That we, Magnolia Land Company, a corporation, as principal, and the Fidelity and Casualty Company of New York, as surety are held and firmly bound unto Morris Windbigler in the sum of Four Thousand Seven Mundred Sixty-four & 48/100ths (\$4,764.48) Dollars, to be paid to the said Morris Windbigler his heirs, executors, administrator and assigns; for which payment, well and truly to be made where bind ourselves, and each of us, our and each of our beirs successors, executors and administrators, jointly and severally and firmly by these presents. Sealed with our seals, and dated, this 12th day of November, in the year of our Lord, one thousend nine hundred and fifty-eight.

The condition of the above obligation is such, That, whereas, the above bound Magnolia Land Company, a corporation, has on the date hereof, prayed an attachment against the crop of the above named Morris Findbigler for the sum of Four Thousand Saven Hundred Sixty-four & &8/100ths (\$4,761.43) Dollars and has obtained the same, returnable to the present term of Circuit Court of Baldwin County.

How if the said plaintiff shall prosecute the attach lent to effect, and pay the defendant all such costs and damages as he may sustain by reason of the wrongful or vexatious suing out of such attachment, then this obligation to be void, otherwise to remain in full force and effect.

> MARKOLIA LAND COMPLEY, componstion

LITT AND CARRETTY COMPARY OF YORK, a companies

Approved this November, 1958

ATTACHMENT BOND

STATE OF ALABAMA
COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, That we, Magnolia Land Company, a corporation, as principal, and the Fidelity and Casualty Company of New York, as surety are held and firmly bound unto Morris Windbigler in the sum of Four Thousand Seven Hundred Sixty-four & 48/100ths (\$4,764.48) Dollars, to be paid to the said Morris Windbigler his heirs, executors, administrators and assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, successors, executors and administrators, jointly and severally and firmly by these presents. Sealed with our seals, and dated, this 12th day of November, in the year of our Lord, one thousand nine hundred and fifty-eight.

The condition of the above obligation is such, That, whereas, the above bound Magnolia Land Company, a corporation, has on the date hereof, prayed an attachment against the crop of the above named Morris Windbigler for the sum of Four Thousand Seven Hundred Sixty-four & 48/100ths (\$4,764.48) Dollars and has obtained the same, returnable to the present term of Circuit Court of Baldwin County.

Now if the said plaintiff shall prosecute the attachment to effect, and pay the defendant all such costs and damages as he may sustain by reason of the wrongful or vexatious suing out of such attachment, then this obligation to be void, otherwise to remain in full force and effect.

MAGNOLIA LAND COMPANY, a corporation

President

FIDELITY AND CASUALTY COMPANY OF

NEW YORK, a corporation

Agent and Attorney in fact

Approved this 13 day of November, 1958.

Clerk/

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The lidelity and asualty Company of New York

Power of Attorney

Terres Das Roscocio Robonding Department

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made, constituted, and appointed, and by these presents does make, constitute, and appoint
W. G. Sanders of Foley, Alabama
its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the
said Company, as surety, bonds, undertakings, and contracts of suretyship to be given to
En an econ de una Deut sarry l'Alternat Le Berres, Massasses gentidout sa Canadal St. Hetro, esch a Propinsier
Disgraphed preterio de stavveg labanez es bezperana ja jezen, idan a billa i ki i i i i kan jedi i je i je jed Ravi kongrapisoo grizeko ben goldatik esii de Meded el nimera es pensossi la tenum de ngazi di bende kusmo di
provided that no bond or undertaking or contract of suretyship executed under this authority
shall exceed in amount the sum oftiftythousand dollars.
In Ulitness Ulhereof The Fidelity and Casualty Company of New York has caused
its official seal to be hereunto affixed, and these presents to be signed by one of its vice presidents
and attested by one of its secretaries this
of April,1956
The Fidelity and Casualty Company of New York
A CONSTRUCT SAND SERVE ARE COVERN DEMONSTRUCTOR AND OF THE WORLD OF THE ADDRESS OF THE BOX OF THE SAND THE TARK THE WAR THE PROPERTY AND THE P
and has some the By an at her hear Carroll R. Young's to seved him
And programed bine and he lass wit besides has based for the converse area. I general Vice-President.
Attest:
A. J. Miller
Secretary.
Bond 1245G, 5M. + (55019008)

STATE OF NEW YORK,	
County of New York,	

A. J. Miller

Sworn to before me this

, being duly sworn, deposes and says:

A. J. Miller of Assess Horse

That he is a secretary of The Fidelity and Casualty Company of New York, the corporation which is described in and which executed the instrument overleaf; that he knows the corporate seal of the said corporation; that the seal affixed to the instrument overleaf is the corporate seal of The Fidelity and Casualty Company of New York, and was thereto affixed by order and authority of the board of directors of the said Company; that he signed his name thereto by like order and authority; that he is acquainted with Carroll R. Young, and knows him to be a Vice President of the said Company; that the signature of the said Carroll R. Young subscribed to the said instrument is in the genuine handwriting of the said Carroll R. Young, and was thereto subscribed by order and authority of the said board of directors of the said Company; that the said Company is duly and legally incorporated under the laws of the State of New York, and has complied with and is now complying with the provisions of the Act of Congress of August 13, 1894, allowing certain corporations to be accepted as surety on bonds.

The deponent further states that the following is a true copy of an extract from the minutes of a meeting of the board of directors of the said Company held at its office in the City of New York on the 15th day of December, 1954, a quorum being present, and the resolution contained in the said extract was unanimously adopted and is now in full force and effect:

"RESOLVED, That Frank A. Christensen, President of the Company, J. Victor Herd, Executive Vice President of the Company, William L. Bates, Harold S. Robinson and Carroll R. Young, each a Vice President of the Company, be, and that each of them hereby is, authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute in behalf of The Fidelity and Casualty Company of New York bonds, undertakings, and all contracts of suretyship; and that any Vice President, or any Secretary, or any Assistant Secretary be, and that each of them hereby is, authorized to attest the execution of any such power of attorney, and to attach thereto the seal of the Company."

30th day	of April	1956		
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Соммт	SSIONER OF DEEDS		Pasidaisuuda dikko end	
A. J.	Miller	To comptone of T	he Fidelity and Casualty	
he athdayit annexed to Company, and that the said power of attorney	o the said power of atto same are correct transcr has not been revoked an	orney with the originals ripts therefrom and of t and is now in full force as		e office of the said ginals, and that the
In testimony v	vhereof I have hereunte of November 2	in the year of one thou	ffixed the seal of the sasand nine hundred and	
	:	***************************************		Secretary.