

3703

AFFIDAVIT FOR ATTACHMENT

STATE OF ALABAMA }
COUNTY OF BALDWIN }

Re: *Magnolia Land Co.*
vs
Morris Windbigler

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 aforescribed 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.

Alice J. Duck
Clerk

J. B. Foley
J. B. Foley, president
Magnolia Land Company

Filed Nov 13, 1958

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 $\frac{1}{2}$,SW $\frac{1}{4}$, Section 7; and N $\frac{1}{2}$,NW $\frac{1}{4}$, 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 13 day of November, A. D. 1958.

Executed Nov. 13, 1958 Alice J. Duck
Clerk

3703

Magnolia Land Co

05

Morris Windigler

Attachment

FILED

NOV 13 1958

ALICE J. DUCK, Clerk

Received 13 day of Nov 1958

and on 14 day of Nov 1958

I served a copy of the within Attachment

on Morris Windigler

and attaching about 15 acres

By service on of Corp Beams

TAYLOR WILKINS, Sheriff

By Carlisle

5 mi So Foley

Sheriff claims 82 miles at

Ten Cents per mile Total \$ 820

TAYLOR WILKINS, Sheriff

BY Carlisle
DEPUTY SHERIFF

AFFIDAVIT FOR ATTACHMENT

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 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 3 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 aforescribed 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
J. B. Foley, president
Magnolia Land Company

Alice J. Duck
Clerk

AFFIDAVIT FOR ATTACHMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

Before me, Alice J. Buck, 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 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 aforescribed 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 12 day
of November, 1958.

J. B. Foley
J. B. Foley, president
Magnolia Land Company

Alice J. Buck
Clerk

AFFIDAVIT FOR ATTACHMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Before me, Alice J. Luck, 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 15; all in Township 3 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 aforescribed 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
J. B. Foley, president
Magnolia Land Company

Alice J. Luck
Clerk

FILED
NOV 13 1958
CLERK

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 Company, 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:

1/2 SW¹/₄, Section 7; and 1/2 NW¹/₄, Section 14; all in Township 6 South, Range 4 East.

as will be of value to satisfy the said debts and costs and land-lord'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 _____ day of November, A. D. 1958.

Alice J. Duck
Clerk

100

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 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 13 day of November, 1953.

Hubert M. Hale
Circuit Judge

FILED
NOV 13 1953
CLERK OF COURT

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 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 13 day of November, 1958.

Hubert M. Hite
Circuit Judge

NOV 18 1958
VICTOR DICKSON

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 13 day of November, 1958.

Robert M. Hall
Circuit Judge

2703

F L D
NOV 13 1958
ALICE J. [unclear] [unclear]

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

by J. B. Foley
President

FIDELITY AND CASUALTY COMPANY OF
NEW YORK, a corporation

by William G. Sanders
Agent and Attorney in fact

Approved this 13 day of
November, 1958.

Alice J. Duck
Clerk

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

by J. B. Foley
President

FIDELITY AND CASUALTY COMPANY OF
NEW YORK, a corporation

by William G. Sander
Agent and Attorney in fact

Approved this 12 day of
November, 1958.

Alce J. Duck
Clerk

The Fidelity and Casualty Company of New York

Power of Attorney

BONDING DEPARTMENT

30 MAIDEN LANE, NEW YORK, N. Y.

Know all Men by these Presents:

That The Fidelity and Casualty Company of New York has 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

all obligees

provided that no bond or undertaking or contract of suretyship executed under this authority

shall exceed in amount the sum of.....fifty.....thousand dollars.

In Witness Whereof 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.....30th.....day

of.....April, 1956.....

The Fidelity and Casualty Company of New York

By.....Carroll R. Young.....

Vice President.

Attest:

A. J. Miller

Secretary.

Bond 1245G, 5M. ★ (55019008)

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

A. J. Miller

being duly sworn, deposes and says:

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."

Sworn to before me this

A. J. Miller

Secretary.

30th day of April, 1956

Florence Carroll

COMMISSIONER OF DEEDS,

CITY OF NEW YORK.

I, A. J. Miller, a secretary of The Fidelity and Casualty Company of New York, do hereby certify that I have compared the copy of the power of attorney overleaf and the foregoing copy of the affidavit annexed to the said power of attorney with the originals now on file in the home office of the said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that the said power of attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Company this 10 day of November, in the year of one thousand nine hundred and

A. J. Miller

Secretary.