

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Eugene Milstid to appear within thirty days from the service of this writ in the Circuit Court of said county at the place of holding same, then and there to answer the complaint of Baldwin County Bank, a corporation.

WITNESS my hand this 25 day of November, 1958.

David J. Smith
Clerk of the Circuit Court

The defendant resides
near Perdido, Alabama.

* * * * *

BALDWIN COUNTY BANK,
a corporation,

VS. Plaintiff,

EUGENE MILSTID,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 3714

COMPLAINT

COUNT ONE

The plaintiff claims of the defendant the following described personal property, viz.:

One 1954 Chevrolet truck, Serial No. 8UMS1-4304,
Motor No. LEA-343702,

with the value of the hire or use thereof during the detention,
viz., from the 20th day of October, 1958.

COUNT TWO

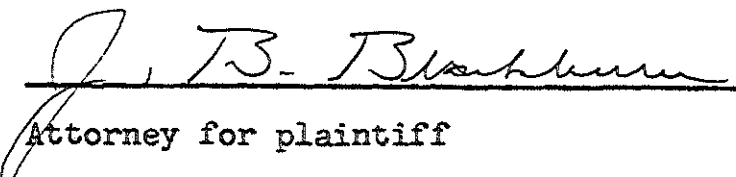
The plaintiff claims of the defendant the sum of Two Hundred Fifty-eight and 75/100 Dollars (\$258.75) due on a promissory waive note made by the defendant on, to-wit, August 23, 1958, payable to the plaintiff, which note is the property of the plaintiff, and the said indebtedness, together with the interest thereon, is still due and unpaid.

Plaintiff avers that in and by the terms of the said note the defendant waived all rights of exemption as to personal property and agreed to pay a reasonable attorney's fee which may accrue in connection with the collection of the debt evidenced by the said note, which attorney's fee the plaintiff alleges to be \$50.00, and which it herewith claims.

COUNT THREE


The plaintiff claims of the defendant the sum of Two Hundred One and 70/100 Dollars (\$201.70) due on a promissory waive note made by the defendant on, to-wit, September 17, 1958, payable to the plaintiff, which note is the property of the plaintiff, and the said indebtedness, together with the interest thereon, is still due and unpaid.

Plaintiff avers that in and by the terms of the said note the defendant waived all rights of exemption as to personal property and agreed to pay a reasonable attorney's fee which may accrue in connection with the collection of the debt evidenced by the said note, which attorney's fee the plaintiff alleges to be \$35.00, and which it herewith claims.


Attorney for plaintiff

TO THE SHERIFF OF SAID COUNTY:

Whereas, the plaintiff in the within stated cause has made affidavit and given bond 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 sufficient surety in double the amount of the value of the property, with condition that if the defendant is cast in the suit he will, within thirty days thereafter, deliver the property to the plaintiff and pay all damages and costs which may accrue from the detention thereof.


Clerk

SUMMONS AND COMPLAINT

BALDWIN COUNTY BANK, a corporation,

Plaintiff,

VS.

EUGENE MILSTID,

Defendant.

ed 25 day of Nov 1958
26 day of Nov 1958
a copy of the within Return
Return
service on

TAYLOR WILKINS, Sheriff

By W. A. Tolbert D. S.

Perdole

Attached one 1954 Chevrolet
truck Serial No. 80MS1-404
Motor No. 6FA-34702 truck
at County Jail. Atty.
made bond 12/6/58
Signed by J. B. Blackburn
G. A. Hurst, Property
released to Atty.

Taylor Wilkins,
Sheriff

Sheriff claims 26 miles at
Ten Cents per mile Total \$ 2.60
TAYLOR WILKINS, Sheriff
BY Tolbert
DEPUTY SHERIFF

Return

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 3714

FILED

NOV 25 1958

ALICE J. DUCK, CLERK
REGISTRAR

J. B. BLACKBURN

ATTORNEY AT LAW

BAY MINETTE, ALABAMA

BALDWIN COUNTY BANK,
a corporation,

VS.

Plaintiff,

EUGENE MILSTID,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

DETINUE BOND

STATE OF ALABAMA)

BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That we, the Baldwin County Bank, a corporation, as Principal, and the undersigned, as Sureties, are held and firmly bound unto Eugene Milstid, his heirs, executors and administrators, in the sum of Fifty Dollars (\$50.00), for the payment of which we, jointly and severally, bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated the 25 day of November, 1958.

The condition of the above obligation is such that, Whereas, the above bounden Baldwin County Bank, a corporation, has on the 25 day of November, 1958, sued out from the office of the Clerk of the Circuit Court of Baldwin County, Alabama, a writ of detinue returnable to the said Circuit Court against the said Eugene Milstid for the recovery of the following described property, to-wit:

One 1954 Chevrolet truck, Serial No. 8UMS1-4304,
Motor No. LEA-343702.

Now, if the said Baldwin County Bank, a corporation, shall fail in the said suit and shall pay to the said Eugene Milstid, defendant in said writ, all such costs and damages as he may sustain by the wrongful suing out thereof, then this obligation to be void, otherwise to remain in full force and effect.

BALDWIN COUNTY BANK,
a corporation,

(SEAL)

By [Signature]
As its President

[Signature] (SEAL)

W. West (SEAL)

Taken and approved on this the
15 day of November, 1958.

Reese J. Black
Clerk of the Circuit Court

DETINUE BOND *1125714*

BALDWIN COUNTY BANK, a corporation,

Plaintiff,

VS.

EUGENE MILSTID,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED

NOV 25 1958

ALICE J. DUCK, CLERK
REGISTER

CLERK OF THE CIRCUIT COURT

CLERK OF THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

BALDWIN COUNTY BANK,
A Corporation,

Plaintiff,

vs.

EUGENE MILSTID,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

FORTHCOMING BOND:

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That we, Baldwin County Bank, a corporation, as principal and E. Davidson and J. A. Wurst, as sureties, are held and firmly bound unto Eugene Milstid, in the sum of ONE THOUSAND AND NO/100-----DOLLARS for the payment of which well and truly to be made, we bind ourselves and each of us, or each of our heirs, executors and administrators, jointly, severally and firmly by these presents.

Sealed with our seals and dated this the 5th day of December, 1958.

The condition of the above obligation is such that Whereas, the said Baldwin County Bank, a corporation, did on the 25th day of November, 1958, sue out of the Circuit Court of Baldwin County, a writ in detinue, directed to any sheriff of the State of Alabama, and commanded him to take in his possession the following property sued for in said action of detinue, to-wit:

One 1954 Chevrolet truck, Serial No. 8UMSi-4304,
Motor No. LEA-343702.

Which said writ was placed in the hands of Taylor Wilkins, Sheriff of Baldwin County, Alabama, on the 25th day of November, 1958, and executed by him on the 26th day of November, 1958, by taking into his possession the property described above.

And, Whereas, the said Eugene Milstid, 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 Baldwin County Bank, a corporation, Plaintiff in said suit, shall deliver the above described property to the said Eugene Milstid, 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.

BALDWIN COUNTY BANK,
A Corporation,

(SEAL)

By:

E. Dawson
As its President.

E. Dawson

(SEAL)

J. Winst

(SEAL)

Taken and approved on this the 5th

day of December, 1958.

L. W. Wilkins

Sheriff of Baldwin County, Alabama.

BALDWIN COUNTY BANK,
a corporation,

VS.

EUGENE MILSTID,

Plaintiff,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

DETINUE AFFIDAVIT

STATE OF ALABAMA)

BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared E. Davidson, who, after by me first duly and legally sworn, deposes and says: That the property sued for in the complaint of Baldwin County Bank, a corporation, plaintiff, vs. Eugene Milstid, defendant, to-wit:

One 1954 Chevrolet truck, Serial No. 8UMSl-4304,
Motor No. LEA-343702,

belongs to the Baldwin County Bank, a corporation, the said plaintiff.

Sworn to and subscribed before me on
this the 20th day of November, 1958.

Evelyn N. Bryant
Notary Public, Baldwin County, Alabama

3714

DETINUE AFFIDAVIT

BALDWIN COUNTY BANK, a corporation,

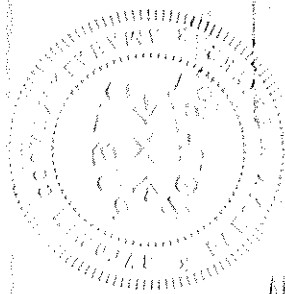
VS.

EUGENE MILSTID,

Plaintiff,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW



FILED

NOV 25 1958

ALICE J. DUCK, CLERK
REGISTER