

DETINUE AFFIDAVIT

3861

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, within and for said County in said State, personally appeared Robert Summerlin, who, after being by me first duly and legally sworn, deposes and says; That the property sued for in the complaint of Robert Summerlin vs. Jimmy Anderson, Defendant, in the Circuit Court of Baldwin County, Alabama, to-wit:

- 1 Grill
- 1 Electric Coffee Maker
- 1 Steam table
- 1 Cash Register
- 4 Booths
- 5 Tables & 6 Chairs
- 7 Stools
- Assorted Dishes
- 6 Tables
- 1 Garland Ranges
- 1 Combination sink
- 1 Hand sink
- 2 Air Conditioners (Mitchell)
- 1 Pressure Cooker
- 1 Set Toledo Scales

belongs to Robert Summerlin, the said Plaintiff.

Robert Summerlin
Robert Summerlin

Sworn to and subscribed before me
on this the 9th day of June, 1959.

John A. Duke
Notary Public, Baldwin County, Alabama

Filed
6-11-59

FILED

JUN 11 1959

JUN 11 1959

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA, }
Baldwin County. }

KNOW ALL MEN BY THESE PRESENTS, That We, Robert Summerlin

R

as principal, and Floyd Bung and R.C. Macon

as surety, are held and firmly bound unto Jimmy Anderson

in the sum of Twelve Hundred and No/100- - - - - DOLLARS,

to be paid to the said Jimmy Anderson, his heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly, by these presents. Sealed with our seals, and dated this 10th day of June

in the year of our Lord, 1959--

The condition of the above obligation is such, That whereas the above bound _____

Robert Summerlin, on the day of the date hereof hath obtained at the suit of Robert Summerlin vs. Jimmy Anderson,

a summons and complaint for the recovery of personal property in specie against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of said County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said Plaintiff shall fail in this suit, and shall pay the Defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

Robert Summerlin (L. S.)
Floyd Bung (L. S.)
R. C. Macon (L. S.)

Approved this 11 day of June 1959

W. J. [Signature]
Clerk.

No. 3861 Page _____

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT

ROBERT SUMMERLIN

Plaintiff____

vs.

JIMMY ANDERSON

Defendant____

DETINUE BOND

Filed _____ 19____

_____, Clerk

Plaintiff's Attorney

Defendant's Attorney

FORTHCOMING BOND

STATE OF ALABAMA

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That I, ROBERT SUMMERLIN as principal and _____
and _____, as sureties are held and firmly
bound unto JIMMY ANDERSON, in the sum of TWELVE HUNDRED (\$1200.00)
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, and severally and firmly by these presents.

Sealed with our seals, and dated this the _____ day of
_____, 1959.

The condition of the above obligation is such that whereas,
the said Robert Summerlin, did on the _____ day of _____,
1959, 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:

- 1 Grill
- 1 Electric Coffee Maker
- 1 Steam Table
- 1 Cash Register
- 4 Booths
- 5 Tables and 6 Chairs
- 7 Stools
- Assorted Dishes
- 6 Tables
- 1 Garland Range
- 1 Combination Sink
- 1 Hand Sink
- 2 Air Conditioners (Mitchell)
- 1 Pressure Cooker
- 1 Set Toledo Scales

Which writ was placed in the hands of Taylor Wilkins, Sheriff
of Baldwin County, Alabama, on the 11th day of June,
1959, and executed by the Sheriff of Mobile County, Alabama, on
the 8 day of July, 1959, by taking into
his possession the property described above.

And whereas the said Jimmy Anderson, defendant in the 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 Robert Summerlin, plaintiff in said suit, shall delive the above described property to the said Jimmy Anderson, the defendant in said suit, within thirty days after judgement, in case plaintiff shall fail to recover the same in his said suit and pay all damages for the detention of the property and costs of the suit, then, in that event, this obligation to be void, otherwise to remain in full force and effect.

Robert Summerlin (SEAL)
Robert Summerlin

E. B. Givins Jr. (SEAL)

H. W. Colson (SEAL)

Taken and approved on this the _____ day of _____,

1959.

Sheriff of Baldwin County,
Alabama.

This is a good and sufficient bond and if presented to me in my county I would accept same.

TAYLOR WILKINS, Sheriff

Taylor Wilkins

FORTHCOMING BOND

LAW OFFICES OF
JOHN V. DUCK
FAIRHOPE, ALABAMA

CONDITIONAL SALES CONTRACT

This agreement, made this the 6th day of March, 1959, between ROBERT SUMMERLIN, Seller and JIMMY ANDERSON, of Mobile, County of Mobile, State of Alabama, Purchaser, WITNESSETH:

Seller hereby agrees to sell, and the Purchaser hereby agrees to buy, subject to the terms and conditions hereinafter set forth, property described below, all of which the Purchaser agrees to keep and maintain as personal property, subject to the provisions below, at Mobile, Alabama, to wit:

ITEM	APPRAISED VALUE	ITEM	APPRAISED VALUE
-1 Grill	\$20.00	- 6 Tables@.50	\$ 3.00
-1 Elec. Coffee Maker	5.00	1 Garland Range	100.00
-1 Steam Table	25.00	1 comp. sink	10.00
-1 Cash Reg.	25.00	1 Frozen food Cab.	50.00
-1 Beer Cooler	75.00	1 Hand sink	5.00
-1 Butane Heater	15.00	- 2 Air Cond.	150.00
- 4 Boothes @ 5.00	20.00	1 Pressure Cooker &	
5 Tables & 6 chairs	20.00	-1 Toledo scale	25.00
- Dishes	10.00		
-7 Stools	5.00		
- Shelvador(Crosley)	15.00		
- Coca Cola Case	20.00		

For which the Purchaser agrees to pay as follows: \$600.00

The sum of Fifty (\$50.00) Dollars on the execution hereof, and the balance within ninety (90) days, or the return of all of the equipment that has not been sold, plus the appraised value as hereinabove set out on any equipment that is sold.

Payable at the office of the Seller, in Fairhope, Alabama.

It is understood that the title to the above described property shall not pass to the Purchaser but shall remain vested in and be the property of the Seller, or his assigns, until the purchase price, and all other sums due hereunder have been fully paid, or the return of the equipment as hereinabove set out.

But the Seller hereby agrees to release title to each and every piece of equipment as sold by the Purchaser, upon notice from the Purchaser of the intended sale.

It is expressly agreed that the property shall be and remain strictly personal property and retain its character as such, no matter in what manner it may be affixed or attached to any building, structure or premises.

It is further agreed by the Purchaser that the said property shall not be removed from the County of Mobile, State of Alabama, without the express consent of the Seller.

In the event of any default by the Purchaser in the performance of any of the terms or conditions hereof, the Seller may at his option and without notice declare the unpaid portion of the purchase price, immediately to and payable, and thereupon the Seller may then proceed to collect from the Purchaser, the balance due or retake possession of the property wherever it may be found, with or without legal process, and hold the same free of all claims, of the purchaser and retain as liquidated damages all payments theretofore made.

In the event the Purchaser has not paid the entire balance at the end of ninety (90) days, then the Purchaser promises to return to the place of origin all of the unsold equipment.

In the event that the Purchaser does not return the equipment to the point of origin, the Purchaser hereby agrees to pay to the Seller a reasonable sum from the cost of transportation for removing the property from the place that it may be found to return to the point of origin.

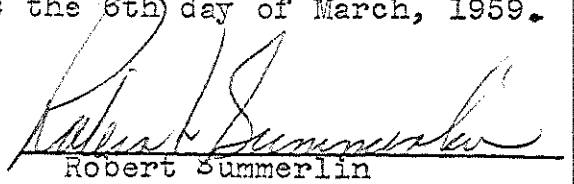
For the purpose of enforcing the Sellers rights hereunder, the Purchaser authorizes the Seller to enter on the premises, with or without notice, and remove the property, and hereby waives the action, or right of action, arising out of such entry and repossession, and if the matter be placed in the hands of an Attorney or collector for suit or collection, the Purchaser agrees to pay the reasonable value of such services and expenses.

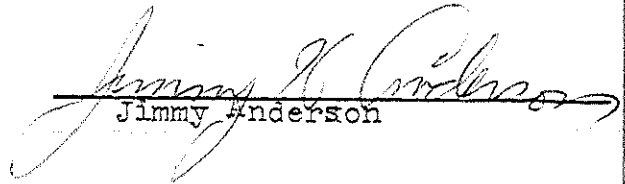
Void
It is understood and agreed that no verbal or written understanding or agreement of any kind exists in regard to the property or to the payments therefor other than what is herein expressly stated; that all goods purchased hereunder or bought as is, by the Purchaser.

Any provision of this Contract prohibited by laws of any State shall as to such State be ineffective to the extent of such prohibition without invalidating the remaining provisions of this contract.

The buyer acknowledges receipt of a true copy hereof.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals in duplicate on this the 6th day of March, 1959.


Robert Summerlin


Jimmy Anderson

STATE OF ALABAMA

BALDWIN COUNTY

I, Raymond L. Domingue, a Notary Public, in and for said County in Said State, hereby certify that Robert Summerlin, and Jimmy Anderson, whose names are signed to the foregoing Conditional Sales Contract, and who are known to me, acknowledged before me on this day, that being informed of the contents of the said Conditional Sales Contract, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of March, 1959.


Notary Public

CONDITIONAL SALES CONTRACT

95.00

35.00

50.00

175.00

505.83

FROM THE LAW OFFICES OF
JOHN V. DUCK
FAIRHOPE, ALABAMA

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Jimmy Anderson, of 1017 Telegraph Road, Mobile, Alabama, to appear within 30 days from the service of this writ in the Circuit Court, to be held for said County in the place of holding same, then and there to answer the complaint of Robert Summerlin.

Witness my hand this the 11 day of June, 1959.

***** Alice J. Duck, Clerk *****

ROBERT SUMMERLIN

I

Plaintiff

I

IN THE CIRCUIT COURT OF

-VS-

I

BALDWIN COUNTY, ALABAMA

JIMMY ANDERSON

I

AT LAW

Defendant

I

BILL OF COMPLAINT

Count One

Plaintiff claims of the Defendant the following described personal Property, to-wit:

- | | |
|------------------------------|--|
| 1 Grill <i>Short</i> | 6 Tables ✓ |
| 1 Electric Coffee Maker ✓ | 1 Garland Range ✓ |
| 1 Steam Table <i>Short</i> | 1 Combination sink ✓ |
| 1 Cash Register <i>Short</i> | 1 hand sink ✓ |
| 4 Booths ✓ | 2 Air Conditioners (Mitchell) <i>Short</i> |
| 5 Tables & 6 Chairs ✓ | 1 Pressure Cooker ✓ |
| Assorted Dishes <i>Short</i> | 1 Set Toledo Scales ✓ |
| 7 Stools ✓ | |

With the value of the hire for use thereof during the detention, viz; from the 6th day of March, 1959.

Alice J. Duck
Attorney for Plaintiff

Defendant resides at:

1017 Telegraph Road
Mobile, Alabama

3753 Superior Drive

FILED

JUN 11 1959

ALICE J. DUCK, CLERK
REGISTER

Received
and on
served a copy
by service on

Received on the 15th day of June, 1959 and on the 8th day of July, 1959
I executed the within writ of detinue by taking into my possession property
of the defendant as listed in the attached bond and by serving a copy of
the complaint and summons on said defendant, Jimmy Anderson. The defendant
having failed to file a Replevin bond and the Plaintiff having filed a
forthcoming bond on the 21st day of July, 1959 this writ is herewith
returned to court for further action

RAY D. BRIDGES, SHERIFF
BY: A. J. Chalkley D.S.

ROBERT SUMMERLIN
Plaintiff

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Vs.

JIMMY ANDERSON
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

BILL OF COMPLAINT

DETINUE

FILED

JUN 11 1959

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICES OF
JOHN V. DUCK
FAIRHOPE, ALABAMA

PX-

75

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 pro-
perty mentioned in Complaint into your posses-
sion unless the Defendant gives bond payable to
the Plaintiff with sufficient surety in double the
amount of the value of the property, with condi-
tion 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.

Alice J. Duck, Clerk

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