

GENERAL FINANCE CORPORATION)	IN THE CIRCUIT COURT
OF PENSACOLA,)	OF BALDWIN COUNTY, ALABAMA,
)	AT LAW
Plaintiff)	
VS)	
JAMES MCNEAL DAVIS and)	
SIM J. DAVIS, jointly and)	
individually,)	
Defendants)	CASE NO.

4497

COUNT ONE

The Plaintiff claims of the defendants jointly and individually the following personal property, viz:

One 1959 Ford Custom 300 four door automobile, identification number C8AG100093,

with the value of the use or hire thereof during the detention, viz: since to-wit July 11, 1960, the afore-said property being the property of the plaintiff.

MATRANGA & STOKES

BY: B. F. Polenta
 Attorney's for plaintiff
 Box 293, Mobile, Alabama

Serve the defendants at : Route 1, Box 125B, Fairhope, Alabama

FILED

NOV 22 1960

ALICE I. DUCK, CLERK REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No.

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

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon James McNeal Davis and Sim J. Davis, jointly & individually

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 James McNeal Davis and Sim J. Davis jointly and individually, Defendant

by General Finance Corporation of Pensacola, Plaintiff

Witness my hand this 22nd day of November, 1960.

W. J. [Signature], Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

GENERAL FINANCE CORPORATION OF

PENSACOLA

Plaintiffs

vs.

James McNeal Davis and Sim J. Davis
Jointly and Individually

Defendants

Summons and Complaint

Filed 11-22 19 60

Alice J. Duck

Clerk

Pl 1 Box 125 B Y hope

Box 28

Plaintiff's Attorney

Defendant's Attorney

Witness

Defendant lives at

Received In Office

11/22, 19 60

Sheriff.

I have executed this summons

this 28th Nov 19 60

by leaving a copy with

James McNeal Davis
Sim J. Davis

Sheriff claims 140 miles at

Ten Cents per mile Total \$ 14.00

TAYLOR WILKINS, Sheriff

BY *Dennis*
DEPUTY SHERIFF

Taylor Wilkins
Sheriff.

W.O. Gaines
Deputy Sheriff.

I hope

The undersigned Buyer (whether one or more), Robert E. Paul #7 Hand Avenue Bay Meinette Alabama hereby purchases, subject to the terms and conditions hereinafter set forth, the following property, complete with attachments and equipment, delivery and acceptance of which in good condition and repair is hereby acknowledged by the buyer:

Table with columns: New or Used, Year, Make, Body Style, Serial Number, Motor Number, Model Number, Dlx. or Std., No. of Cyl. Includes vehicle details: Used 1959 Ford Custom 300 4 door CSAG100093.

1. CASH PRICE (may include Registration, Title, Accessories and Installation) \$ 2329.50
2. DOWN PAYMENT: CASH \$ 500.00 TRADE-IN \$ 400.00 Describe: 1954 Mercury
3. UNPAID CASH BALANCE \$ 1429.50
4. INSURANCE (Automobile) \$ 183.00
5. OTHER INSURANCE AND ADDITIONAL BENEFITS: Credit Life (Decreasing Term) \$ 46.84

6. FEES - Recording and Release \$ 1.80 Documentary Stamps \$ 1.80 License \$ Taxes \$
7. AMOUNT FINANCED (Total Items 3, 4, 5 & 6) \$ 1661.14
8. FINANCE CHARGE \$ 312.36
9. TIME BALANCE (7 plus 8) \$ 1973.50
10. PAYMENT SCHEDULE: Due 11-26-59
No. Amount No. Amount
1 at \$ 100.00 30 at \$ 62.45
Payments shall be due on the 12th day of each month beginning on the 12th day of December, 19 59 until entire amount is paid.

(The term of any insurance coverage shall be as stated in the policy.)
The Buyer promises to pay said time balance in accordance with the payment schedule (Item 10) contained herein. The Buyer further promises that if any installment of said time balance is not paid when due, then all unpaid installments of said time balance shall immediately become due without demand or notice. Title to remain in Seller until all sums are fully paid in cash. Buyer agrees to pay delinquency charges on each installment in default 10 days or more, such charges to be computed on the basis of 5% of each such installment or \$5.00, whichever is less; when earned such charges may be collected during the term of this contract or may be accumulated and collected at final maturity or at time of final payment.
Buyer agrees to keep said property free from taxes, liens and encumbrances, in Buyer's possession at address listed above, unless otherwise approved in writing by Seller, in good condition and repair, not to use said property illegally, improperly, or for hire, nor transfer any interest therein without Seller's consent in writing; not to misuse or abuse the said property.
Buyer further agrees to insure said property, with a company acceptable to Seller, said insurance to be for the entire term of this contract and to be for the benefit of both Buyer and Seller and further agrees to deliver to Seller a copy of said policy. In the event Buyer fails to furnish said insurance, Seller may at its option without demand or notice, and without any obligation to do so, insure said property in a manner and for an amount consistent with the interests croated hereunder and charge the premium therefor, to Buyer, payment of which shall be secured by this instrument and shall be due upon demand. All proceeds (regardless of how realized) of any insurance, including dividends and returned premiums, are hereby assigned irrevocably by Buyer to Seller or its assigns first to be used to purchase new insurance if such be obtainable, then to liquidation of Buyer's indebtedness under this agreement, any excess to be returned to Buyer. Any insurance to be maintained by the Buyer as provided herein may be obtained by the Buyer through an agent of his choice or through the Seller or assignee of this contract.
Time is of the essence of this contract, and in the event of non-payment by Buyer, when due, of the total time balance or any installment thereof, or if Buyer fails to perform or comply with any obligation or condition of this contract, or becomes bankrupt, or if a Receiver is appointed, or if any writ issued from any Court or any Distress Warrant shall be levied on said property, this contract shall be in default and the full amount remaining unpaid shall become immediately due and payable. Upon any such default or if Seller deems himself insecure, Seller may take possession of and remove (without liability) said property together with any other chattels or things attached thereto or therein contained, without notice, demand, or legal process, and for such purpose may enter upon any premises where said property may be and in so repossessing said property seller or assignee may take possession of any personal property contained therein not covered by this contract, which latter property seller or assignee will deliver to buyer upon written itemized demand by buyer without and agrees that seller or assignee may sell or dispose of said property to defray costs and expenses of handling and storing such property and apply the excess to the balance due hereunder. If the Buyer does not redeem the property, as hereinafter provided for, Buyer shall forfeit all claim or right to such property and Seller shall have the right to sell same at public sale. Buyer agrees to pay any deficiency permitted or provided by law.
Buyer shall have the privilege of prepaying all or any part of the unpaid total time balance and if the entire amount is paid Seller shall refund to Buyer the unearned portion of the credit charge after first deducting \$25.00. Rebate to be on the unpaid installments at the original rate for the term of all subsequent installment periods. The refund of the unearned credit charge shall be in the same proportion that the sum of the periodic time balances after the month in which prepayment is made bears to the sum of all periodic time balances under the contract. No refund if amount is less than \$1.00.
Whenever said property has been repossessed, the Seller may reinstate the contract and return the property to the Buyer provided the Buyer pays, or agrees (with Seller on mutually satisfactory arrangements) to pay all past due installments, accrued default charges, cost of suit and expenses of re-taking, repairing and storage. Buyer shall be liable for court costs, and reasonable attorney's fees if this contract is referred for collection.
All remedies of Seller, whether provided for herein or conferred by law are cumulative rights and not alternative, and may be enforced successively or concurrently. The failure of Seller, upon knowledge of any default or violation hereof by Buyer, to enforce the rights or remedies herein given or conferred by law, shall not be construed as a waiver of any provision hereof or any right or remedy of Seller. Buyer waives and will not assert (as against any assignee and holder of this contract) any defenses, set-offs or counter-claims that Buyer may have against the Seller.
All of the terms and conditions of this contract shall apply to and be binding upon Buyer, his representatives, successors and assigns, and shall inure to the benefit of the Seller, his representatives, successors and assigns.
Buyer represents that he is of lawful age and has full legal capacity to contract; and that he has read this contract and states that it contains the entire agreement of the parties.

Executed in triplicate at Pensacola, Florida, this 12th day of November, 19 59

NOTICE TO BUYER The insurance contracted for in connection with this retail installment sale does not provide for liability insurance for bodily injury and property damage.
A. Do not sign this contract before you read it or if it contains any blank spaces. B. You are entitled to an exact copy of the contract you sign.
Undersigned Buyer acknowledges that he received, at the time of execution of the above contract, an exact copy thereof, completely filled in.
WITNESS: Jarrard Motors (SELLER'S NAME)
By: [Signature] Title:
Address:
BUYER: Robert E. Paul
BUYER: (Co-purchaser)

ASSIGNMENT (Without Recourse)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to GENERAL FINANCE CORPORATION OF PENSACOLA, its successors and assigns, without recourse, however, except as may be provided for otherwise, below; and warrants: that said instrument is genuine and in all things what it purports to be; that the undersigned has good title to said property and the right to transfer said title, and has caused the lien evidenced by this instrument to be shown on the Certificate of Title (if a Certificate of Title is required by the State where the vehicle is to be kept) covering the vehicle described herein; that all parties to this instrument are of legal age and have legal capacity to contract; that undersigned has no knowledge of any fact which might impair the validity of said instrument or render it less valuable or valueless; that buyer's true name is signed to said instrument; that the instrument is a valid lien upon the property; that the description of the property is true and correct; that the property was delivered to, and accepted by the buyer in good and satisfactory condition and such property has not been used for the commercial transportation of persons or property, or for work by law enforcement agencies; that the time balance, stated in the instrument is correct; and there is no defense to it; that the down payment was made in full, in cash and/or trade, and no portion of it is owing by separate note or open account; and these statements of the buyer are true. These warranties and representations are made to induce the assignee to purchase this instrument, and should any difference or dispute arise as to the truth of a statement made in connection with this transaction, the assignee agrees to repurchase this instrument for the amount owing thereon, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect same.

Witness our hand and seal this



ASSIGNMENT (With Full Recourse)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to GENERAL FINANCE CORPORATION OF PENSACOLA, its successors and assigns, with full recourse and in case of default for any reason the undersigned agrees to pay to the holder the balance owing under this instrument, together with costs, expenses and reasonable attorney's fees incurred by the holder in enforcing the terms hereof or in the event that the holder repossesses the property described herein.

Witness our hand and seal this day of 19

(Seller)

By

Title:

ASSIGNMENT (Repurchase)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to GENERAL FINANCE CORPORATION OF PENSACOLA, its successors and assigns, without recourse, however, except as may be provided for otherwise, below; and warrants: that said instrument is genuine and in all things what it purports to be; that the undersigned has good title to said property and the right to transfer said title, and has caused the lien evidenced by this instrument to be shown on the Certificate of Title (if a Certificate of Title is required by the State where the vehicle is to be kept) covering the vehicle described herein; that all parties to this instrument are of legal age and have legal capacity to contract; that undersigned has no knowledge of any fact which might impair the validity of said instrument or render it less valuable or valueless; that buyer's true name is signed to said instrument; that the instrument is a valid lien upon the property; that the description of the property is true and correct; that the property was delivered to, and accepted by the buyer in good and satisfactory condition and such property has not been used for the commercial transportation of persons or property, or for work by law enforcement agencies; that the time balance, stated in the instrument is correct; and there is no defense to it; that the down payment was made in full, in cash and/or trade, and no portion of it is owing by separate note or open account; and these statements of the buyer are true. These warranties and representations are made to induce the assignee to purchase this instrument, and should any difference or dispute arise as to the truth of any statement made in connection with this transaction, the undersigned agrees to repurchase this instrument for the amount owing thereon, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect the same. The undersigned agrees to pay (to the holder) the balance owing under this instrument, together with costs, expenses and reasonable attorney's fees incurred by the holder in enforcing the terms hereof in the event that the holder repossesses the property, listed herein, and delivers it to the undersigned at his place of business, or elsewhere.

Witness our hand and seal this day of 19

(Seller)

By

Title:

ASSIGNMENT (Limited Guarantee)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers all his right, title and interest in and to this instrument, and in and to the property described herein, to GENERAL FINANCE CORPORATION OF PENSACOLA, its successors and assigns, without recourse, however, except as may be provided for otherwise, below; and warrants: that said instrument is genuine and in all things what it purports to be; that the undersigned has good title to said property and the right to transfer said title, and has caused the lien evidenced by this instrument to be shown on the Certificate of Title (if a Certificate of Title is required by the State where the vehicle is to be kept) covering the vehicle described herein; that all parties to this instrument are of legal age and have legal capacity to contract; that undersigned has no knowledge of any fact which might impair the validity of said instrument or render it less valuable or valueless; that buyer's true name is signed to said instrument; that the instrument is a valid lien upon the property; that the description of the property is true and correct; that the property was delivered to, and accepted by the buyer in good and satisfactory condition and such property has not been used for the commercial transportation of persons or property, or for work by law enforcement agencies; that the time balance, stated in the instrument is correct; and there is no defense to it; that the down payment was made in full, in cash and/or trade, and no portion of it is owing by separate note or open account; and these statements of the buyer are true. These warranties and representations are made to induce the assignee to purchase this instrument, and should any difference or dispute arise as to the truth of any statement made in connection with this transaction, the undersigned agrees to repurchase this instrument for the amount owing thereon, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect the same. The undersigned further agrees to protect the holder against any loss to the holder arising from any default by the buyer and to save the holder harmless thereof to the extent of

and agrees to pay, forthwith and without demand, said sum to the holder, upon receipt of any notice of such loss, plus costs, expenses and reasonable attorney's fees incurred by the holder in attempting to collect same.

Witness our hand and seal this day of 19

(Seller)

By

Title:

GENERAL FINANCE CORPORATION
OF PENSACOLA
Plaintiff:
VS. JAMES McNEAL DAVIS AND
SIM J. DAVIS, jointly and
individually.
Defendant.

IN THE CIRCUIT COURT
OF
BALDWIN
~~MOBILE~~ COUNTY, ALABAMA.
NO. _____

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA §
COUNTY OF MOBILE §

NOW comes, B. F. STOKES, III
who being first duly sworn, deposes and says that the defendants
herein, JAMES McNEAL DAVIS AND SIM J. DAVIS
was not at the time of the filing of this suit, and is not now
in the Military or Naval Service of the United States.

The Defendants resides at Rt. 1, Box 125 B, Fairhope,
Alabama.

B. F. Stokes, III

Sworn to and subscribed before me,
this 6th day of January,

1956
Depp J. Preston
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

FILED 1-6-61
Alice J. Neuse
CLERK

MATRANGA & STOKES
ATTORNEYS AT LAW
308-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA

JOSEPH M. MATRANGA
BEN F. STOKES, III

November 25, 1960

TELEPHONE HE 3-1634

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County, Ala.
Bay Minette, Alabama

RE: General Finance Corp. of Pensacola vs
James McNeal Davis and Sim J. Davis

Dear Mrs. Duck:

I was mistaken in thinking that I had received the bond and affidavit on the above case back from you on Saturday, November 19th. I finally received it on - believe it or not - November 23rd. The reason for the difficulty was because it was addressed P. O. Box 2093 instead of 293. However, this should not have caused that much trouble with the postal department. As a matter of fact, I am going to write a complaint to the Office of the Post Master about this, because the letter was sent special delivery and took five days to reach me. I am returning the detinue bond and affidavit enclosed and if you desire you may substitute this for the duplicate copy which I sent to you. If you do so, please send me the duplicate copy back.

Thanking you for your many kindnesses I am,

Sincerely yours,



B. F. Stokes, III

BS:M
Enc.

MATRANGA & STOKES
ATTORNEYS AT LAW
308-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA

JOSEPH M. MATRANGA
BEN F. STOKES, III

TELEPHONE HE 3-1634

November 17, 1960

Mrs Alice Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

RE:General Finance Corporation vs James McNeal
and Sim J. Davis

Dear Mrs. Duck:

I am enclosing a detinue suit, together with a detinue bond and affidavit in the above matter. I would appreciate your filing this and as soon as possible handing the papers to the sheriff in order that he might pick up this vehicle.

Thanking you for your kind attention I am,

Sincerely yours,



B.F. Stokes, III

BFS:T

MATRANGA & STOKES
ATTORNEYS AT LAW
308-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA

JOSEPH M. MATRANGA
BEN F. STOKES, III

November 21, 1960

TELEPHONE HE 3-1634

Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

*Special
Delivery
& Certified*

RE: General Finance Corp. of Pensacola vs
James McNeal Davis and Kim J. Davis

Dear Mrs. Duck:

I am enclosing a newly executed bond and affidavit in the above matter, as I presume that somewhere along the way the original one has been misplaced. When you receive this if you have already gotten the original which I sent then please discard or send back to me the enclosed bond and affidavit.

Just as soon as you receive this I would appreciate your haste in delivering this and the suit and any other pertinent papers to the sheriff.

Thanking you very much I am,

Sincerely yours,



B. F. Stokes, III

BS:M
Enc.

MATRANGA & STOKES
ATTORNEYS AT LAW
308-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA

JOSEPH M. MATRANGA
BEN F. STOKES, III

TELEPHONE HE 3-1634

November 27, 1960

Honorable Taylor Wilkins
Sheriff, Baldwin County, Alabama
Bay Minette, Alabama

RE: General Finance Corp. of Pensacola VS. Jas. McNeal Davis
and Sim J. Davis, Circuit Court of Baldwin County, Alabama

Dear Mr. Wilkins:

I represent the plaintiff in the above suit which is a matter involving the detinue (on bond) of an automobile. This suit with bond was originally mailed by me to the Clerk of Court on Thursday, November 17th, but because of the improper execution of the bond the suit was not properly filed (so I understand) until November 21st or 22nd. My client is most anxious to recover possession of the vehicle in question because of the long delinquency in payment under the contract and because of their fear that their security is in jeopardy.

I have called your office twice in regard to this case and on November 26th your Chief Deputy advised that he was going to attempt recovery on that date. I would greatly appreciate any haste you might be able to accord in this case, as my client is fearful that this property might be disposed of, and in addition, I would greatly appreciate your kindness in calling my office collect as soon as you have some definite word as to the recovery of this vehicle.

Thanking you for your kindness and with continuing best wishes, I am,

Sincerely yours,


B. F. Stokes, III

BFS:M
CC: Mr. Fred Stallworth

MATRANGA & STOKES
ATTORNEYS AT LAW
308-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA

JOSEPH M. MATRANGA
BEN F. STOKES, III

TELEPHONE HE 3-1634

November 17, 1960

Mr. Taylor Wilkins, Sheriff
Baldwin County, Alabama
Bay Minette, Alabama

RE: General Finance Corporation of Pensacola, Fla.
vs James McNeal Davis and Sim J. Davis, Circuit
Court of Baldwin County, Alabama, Case no. _____

Dear Mr. Wilkins:

I am filing this date a detinue suit (by mail) with the clerk of the Baldwin County Circuit Court, relative to the above matter. This is a detinue suit for a 1959 Ford Custom 300 four door automobile, identification number C8AG100093, and it may be located in the possession of either of the above defendants at the residence of Sim J. Davis (defendant), Rt 1, box 125 B Fairhope, Ala. As soon as you receive these papers from the Circuit Court, I would appreciate it very much if you would hand them to your deputy who will execute the writ and in turn ask your deputy to call my client at GR 1-5461 (collect), Mobile, Alabama, asking to speak to Mr. Fred Stallworth. Mr. Stallworth will then arrange to meet with your deputy at some appointed time and place and Mr. Stallworth will accompany him to retrieve the automobile. Mr. Stallworth will then (with your permission) execute a bailee's receipt and take the automobile into his possession. Within the statutory five day period, I will then send you a forthcoming bond in the matter. I would greatly appreciate any haste you might be able to afford in this matter.

Thanking you in advance for your very kind cooperation
I am,

Sincerely yours,



B.F. Stokes, III

BFS:T

MATRANGA & STOKES
ATTORNEYS AT LAW
308-309 VAN ANTWERP BUILDING
MOBILE, ALABAMA

JOSEPH M. MATRANGA
BEN F. STOKES, III

TELEPHONE HE 3-1634

December 1, 1960

Hon. Taylor Wilkins, Sheriff
Baldwin County, Alabama
Bay Minette, Alabama

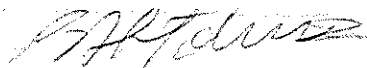
RE: General Finance Corporation of Pensacola vs
James McNeal Davis & Sim J. Davis

Dear Sir:

Enclosed is the necessary forthcoming bond in the above case. National Surety Corporation is the surety on this bond and they are a national concern. I received the approval of the Clerk of the court of Mobile County on this bond and that in turn enabled Mrs. Alice J. Duck, Clerk of the Baldwin County court to approve the bond. I am sure that if you consult with Mrs. Duck about this bond, you will have no hesitation in approving the same. If you have any questions as to this bond or any other matters pertaining to this suit, please do not hesitate to call upon me.

Thanking you for your many kindnesses I am,

Sincerely yours,



B.F. Stokes, III

BS:T

1754

STATE OF ALABAMA

~~County of Mobile~~
County of Baldwin

KNOW ALL MEN BY THESE PRESENTS, That we, General Finance Corp. of Pensacola, Fla.
as Principal, and Natl. Surety Corp., as Sureties, are held and firmly bound
unto James McNeal Davis and Sim J. Davis

in the sum of three thousand and no one hundredths dollars (\$3000.00)
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 17th
day of November in the year of our Lord, one thousand, nine hundred and

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said
General Finance Corporation of Pensacola, Florida
did, on the 17th day of November, 1960, sue out in the Circuit Court
of 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:
one 1959 Ford Custom-300 four door automobile, identification
number C8AG100093

which said writ was placed in the hands of Mr. Taylor Wilkins
Sheriff of the County of Baldwin, on the 17th day of November, 1960 by taking into his
possession the following described property, to-wit: one 1950 Ford Custom 300 four
door automobile, identification number C8AG100093

and whereas the said James McNeal Davis and Sim J. Davis
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 General Finance Corporation of Pensacola, Florida

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

General Finance Corporation of Pensacola, Fla. (Seal)

BY: Wayne Rice (Seal)

NATIONAL SURETY CORPORATION (Seal)

Taken and approved this the 5 day

By T. D. Jenkins
Dec 5 19 60 Attorney(s) in fact

Taylor Wilkins
Sheriff, Mobile County, Alabama

Received this 5th day of December, 1960 the above
described automobile.



No. _____

Circuit COURT

MOBILE COUNTY
BALDWIN

General Finance Corporation
of Pensacola, Florida

VS. { Detinue Forthcoming
 { Bond by Plaintiff

James McNeal Davis and
Sim J. Davis

THE STATE OF ALABAMA,
~~Mobile County~~
Baldwin County

}

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, General Finance Corporation
of Pensacola Florida and National Surety Corporation

are held and firmly bound unto James McNeal Davis and Sim J. Davis

their heirs, executors and administrators, in the
sum of three thousand and no one hundredths dollars 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 17th day of November, A. D. 1960

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

General Finance Corporation of Pensacola, Florida has, on

the 17th day of November 1960, sued out from the office of the
Baldwin County

Clerk of the Circuit Court of ~~Mobile~~, in the State of Alabama, a Writ of Detinue, returnable to the present
Baldwin County

term of said Circuit Court of ~~Mobile~~ against the said James McNeal Davis and

Sim J. Davis for the recovery of the following property.

to-wit: one 1959 Ford Custom 300 four door automobile, identification
number C8AG100093

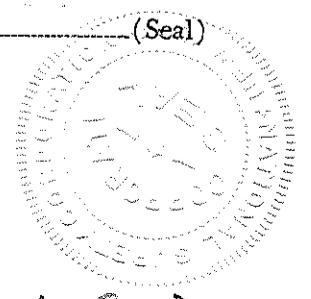
NOW, if the said General Finance Corporation of Pensacola, Florida shall fail
in said suit, and shall pay to the said James McNeal Davis and Sim J. Davis
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

General Finance Corporation of Pensacola, Florida (Seal)

BY: Wayne Rich (Seal)

NATIONAL SURETY CORPORATION (Seal)

By L. S. Jenkins
Attorney(s)-in-fact



If this bond were presented to me, John E. Mandeville,
Clerk of the Circuit Court of Mobile, Alabama, I would
approve the same.

Dated November 18th, 1960

203
approved 11-22-60 Rich Jenkins
John E. Mandeville
Clerk, Circuit Court, Mobile, County, Ala.



THE STATE OF ALABAMA,
~~Mobile County~~
Baldwin County

DETINUE AFFIDAVIT

Notary Public, Mobile County, Alabama

PERSONALLY appeared before me, ~~John X McNeal X Davis X Clerk X of X Mobile X County X~~

Wayne Rich

who, being duly sworn, deposes and says, that the property sued for in the complaint of

General Finance Corporation of Pensacola, Florida

to-wit one 1959 Ford Custom 300 four door automobile, identification number C8AG100093

belongs to General Finance Corporation of Pensacola, Florida the said Plaintiff.

Sworn to and subscribed the 17th day of November, 1960, before me.

Wayne Rich

x Clerk

Notary Public, Mobile County, Alabama

No.

CIRCUIT COURT

MOBILE COUNTY

General Finance Corporation
of Pensacola, Florida

VS. { Detinue Affidavit
(and Bond

James McNeal Davis and
Sim J. Davis

Filed day of 19

Clerk Circuit Court, Mobile County

Attorney

THE STATE OF ALABAMA,
~~Mobile County~~
Baldwin County

}

DETINUE BOND AND AFFIDAVIT.

KNOW ALL MEN BY THESE PRESENTS, That We, General Finance Corp. of Pensacola
and National Surety Corp.

are held and firmly bound unto James McNeal Davis and Sim J. Davis

heirs, executors and administrators, in the
sum of THREE THOUSAND AND NO ONE HUNDREDTHS DOLLARS (\$3,000.00) 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 17th day of November, A. D. 19 60

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

General Finance Corp. of Pensacola has, on

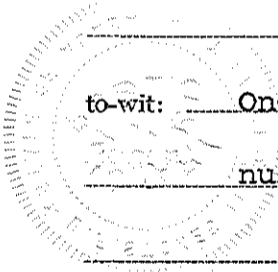
the 21st day of November 19 60, sued out from the office of the
Baldwin

Clerk of the Circuit Court of ~~Mobile~~ Baldwin, in the State of Alabama, a Writ of Detinue, returnable to the present

term of said Circuit Court of ~~Mobile~~ against the said James McNeal Davis and Sim J. Davis

for the recovery of the following property.

to-wit: One 1959 Ford custom 300 four door automobile, identification
number: C8AG100093



NOW, if the said General Finance Corp. of Pensacola shall fail

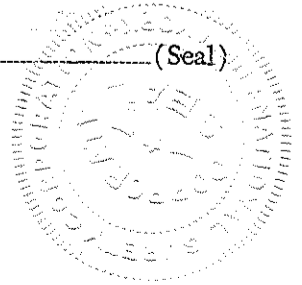
in said suit, and shall pay to the said James McNeal Davis and Sim J. Davis
the defendant in said writ all such costs and damages as he may sustain by the wrongful suing out of said
Writ of Detinue, then this obligation to be void, otherwise to remain in full force and benefit.

GENERAL FINANCE CORP. OF PENSACOLA (Seal)

BY: Wayne Rice (Seal)

NATIONAL SURETY CORPORATION (Seal)

By E. J. Jenkins
Attorney in Fact



THE STATE OF ALABAMA,
~~MOBILE COUNTY~~
BALDWIN COUNTY

DETINUE AFFIDAVIT

Notary Public, Mobile County, Alabama

PERSONALLY appeared before me, ~~Wayne Rich~~

Wayne Rich

who, being duly sworn, deposes and says, that the property sued for in the complaint of

General Finance Corp. of Pensacola

to-wit One 1959 Ford custom 300 four door automobile

identification number C8AG100093

belongs to General Finance Corp. of Pensacola the said Plaintiff.

Sworn to and subscribed the 21st day
of November, 1960, before me.

Wayne Rich

B. F. Helser
Notary Public, Mobile County, Alabama

FILED

NOV 22 1960

ALICE J. DUCK, CLERK REGISTER

No.

CIRCUIT COURT

~~MOBILE COUNTY~~

Baldwin County
GENERAL FINANCE CORP. OF
PENSACOLA

VS. { Detinue Affidavit
and Bond

JAMES MCNEAL DAVIS AND
SIM J. DAVIS, jointly and
individually

FILED

Filed day of 19

NOV 22 1960

CLERK
Circuit Court, ~~MOBILE COUNTY~~
Mobile, County

Attorney