STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. B. Boyington to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of G. C. Coggin Company, Inc., a corporation.

Witness my hand this 2/ day of December, 1960.

Alieler i luck

| G. C. COGGIN COMPANY, INC., A Corporation, | X | IN THE CIPCUIT COMP. OF |
|--|---|-------------------------|
| - · | X | IN THE CIRCUIT COURT OF |
| Plaintiff, | Ĭ | BALDWIN COUNTY, ALABAMA |
| VS. | X | B. 2007 |
| W. B. BOYINGTON, | X | AT LAW |
| Defendant. | X | #224 |

COUNT ONE:

The Plaintiff claims of the Defendant the following personal property, viz:

One (1) 1959 Dodge One and One-Half ($1\frac{1}{2}$) Ton Truck Serial or Motor Number M8D5H15054 with the value of the hire or use thereof during the detention, viz: from the 15th day of December 1960.

COUNT TWO:

The Plaintiff claims of the Defendant \$3,391.20 due by Promissory Note made by the Defendant on November 18, 1959, and payable to American National Bank and Trust Company of Mobile, Alabama, and assigned by said bank to the Plaintiff on December 16, 1960, which said note was payable on the 15th day of December, 1960, together with interest thereon.

The Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collecting or

attempting to collect said note including a reasonable attorney's fee and the Plaintiff claims of the Defendant the further and additional sum of \$500.00 as such reasonable attorney's fee.

The Plaintiff further alleges that the Defendant did, in and by the terms of said note, waive as to the debt evidenced thereby or any extension or renewal thereof, all rights of exemption of personal property under the Constitution and the laws of the State of Alabama, and the Plaintiff claims the benefit of such waiver.

CHASON & STONE

Bv:

Attorneys for Plaintiff

Descendant's address: Robertsdale, Aba.

Jelinia 45-24

G. C. COGGIN COMPANY, INC., A Corpgration,

Plaintiff,

vs.

W. B. BOYINGTON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

WILL COMPANY OF COMPANY

SUMMONS AND BILL OF COMPLAINT

the within described

The within described

property and storing at

Edligh Steadham Place

P

TAYLOR WILKINS, Sheriff

served a copy of the within Actinum 10. B. Boyington

By service on.

Sheriff claims Control & Control of TAYLOR WILKING Sheriff

CHASON & STONE
ATTORNEYS AT LAW
BAY MINETTE, ALABAMA

| | | = | | |
|--|--|--------------------|---------------------|--|
| O 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- | | Defendant lives at | | |
| erty mentioned in Complaint into your ion unless the Defendant gives bond pathe Plaintiff with sufficient surety in do mount of the value of the property, with | posses- lyable to ouble the | | Received | l in office |
| on that if the Defendant is cast in the fill within thirty days thereafter, del roperty to the Plaintiff, and pay all | suit he liver the damages | | | , 19 , Sheriff |
| nd costs which may accrue from the d hereof. | ietention | | I have executed | • |
| · · | | | | , 19 |
| | | by | leaving a copy with | 1 |
| Alice . Such | b.Clerk | | | |
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| | e Service de la companya del companya del companya de la companya | - | | A CONTRACTOR OF THE CONTRACTOR |
| | | ma ma | | , Sheriff |

- Marine

_____, Deputy Sheriff

Printed by Moore Printing Co.

| | IN THE CIRC | CUIT COURT OF |
|--|--|--|
| COUNTY | BALDWIN | COUNTY |
| Before me, WALTER M. LIND | SEY a No | otary Public in and for said Co |
| personally appeared NORBORNE | | |
| duly sworn deposes and says that the property | | _ |
| COMPANY, INC., | | |
| | | |
| MOTOR NO. MSD5H | | |
| belongs to G. C. COGGIN COMPANY, THAT HE IS THE ATTORNEY FOR G. | - 1- V- polome | , the plaintiff. A |
| Sworn to and subscribed before me this 2 | <u> </u> | (|
| day of DECEMBER , 1960 | | · |
| Statta \ Losa Notary Public | | |
| | | : |
| STATE OF ALABAMA) | IN THE CIRC | CUIT COURT OF |
| BALDWIN COUNTY | • | COUNTY |
| | | |
| KNOW ALL MEN BY THESE PRESENT | S, That we,GC | |
| SUE FIRELLTY & CACUALTY COURSE | A OF MEN WAR | Principal, |
| THE FIDELITY & CASUALTY COMPANY | | |
| irmly bound unto W.B. BOYING | | |
| strators in the sum of | HUNDRED rally bind ourselves, o | our heirs, executors and adm |
| Sealed with our seals and dated the 2 | SI day of DECI | EMBER, 1960. |
| The condition of the above obligation is s | such that whereas, the a | above bound G. C. COGGIN |
| | | |
| OMPANY INC., | | nas on the <u></u> da |
| | | |
| DECEMBER , 1960 sued out a wi | rit of detinue in the Circ | cuit Court of BALDWIN |
| County, returnable to the sa | rit of detinue in the Circ | cuit Court of BALDWIN st the said W. B. BOYINGI |
| County, returnable to the salescribed property, to-wit: | rit of detinue in the Circ | cuit Court of BALDWIN st the said W. B. BOYINGI for the recovery of the follow |
| County, returnable to the salescribed property, to-wit: ONE (1) 1959 DODGE | rit of detinue in the Circuit Court agains | cuit Court of BALDWIN st the said W. B. BOYINGI for the recovery of the following |
| County, returnable to the salescribed property, to-wit: ONE (1) 1959 DODGE | rit of detinue in the Circuit Court agains | cuit Court of BALDWIN st the said W. B. BOYINGI for the recovery of the follow |
| County, returnable to the salescribed property, to-wit: ONE (1) 1959 DODGE | rit of detinue in the Circuit Court agains | cuit Court of BALDWIN st the said W. B. BOYINGI for the recovery of the following |
| County, returnable to the salescribed property, to-wit: ONE (1) 1959 DODGE | rit of detinue in the Circuit Court agains | cuit Court of BALDWIN st the said W. B. BOYINGI for the recovery of the following |
| County, returnable to the salescribed property, to-wit: ONE (1) 1959 DODGE NUMBER MSD5H15054 Now, if the said G. C. COGGIN COM and shall pay to the said W. B. aid suit, all such costs and damages as he may be void, otherwise, to remain in full force and | TON TRUCK MOTO | cuit Court of BALDWIN st the said W. B. BOYINGI for the recovery of the following TOR shall fail in said , the defendant complaint, then this obligation COGGIN COMPANY: NC. |
| County, returnable to the salescribed property, to-wit: ONE (1) 1959 DODGE NUMBER MSD5H15054 Now, if the said G. C. COGGIN COM and shall pay to the said W. B. aid suit, all such costs and damages as he may be void, otherwise, to remain in full force and | TON TRUCK MOTO | cuit Court of BALDWIN st the said W. B. BOYINGI for the recovery of the following TOR shall fail in said , the defendant complaint, then this obligation COGGIN COMPANY: NC. |
| County, returnable to the salescribed property, to-wit: ONE (1) 1959 DODGE NUMBER M8D5H15051 Now, if the said G. C. COGGIN COM and shall pay to the said W. B. aid suit, all such costs and damages as he may | THE FILE | cuit Court of BALDWIN st the said W. B. BOYINGI for the recovery of the following TOR shall fail in said , the defendant complaint, then this obligation COGGIN COMPANY: NC. |

The State of Alabama, Baldwin County

| KNOW ALL MEN BY THESE PRESENTS, That | t we, G. C. COGGIN COMPANY, INC., |
|---|--|
| A CORPORATION, | |
| and Fidelity & Casualty Company of New | York |
| are held and firmly bound unto W. B. BOYINGTON | |
| in the sum of THREE THOUSAND (\$3,000.00) * | * * * * Dollars, for the payment of |
| which, well and truly to be made, we jointly and severally b ministrators. Sealed with our seals and dated this | |
| Sealed with our seals and dated this The condition of the above obligation is such that whe | |
| 하면 고려가 공항 전쟁 하다고 있다고 있는데 그 상품이 있다. 그 사이트 보다 하다 보다 | did, on the 2 ST day |
| of DECEMBER 1960 sue out of the CIRCU | |
| a writ of detinue directed to any Sheriff of said State and con | imanding him to take into his possession the |
| following property, to-wit: | |
| ONE (1) 1959 DODGE 1 TON | IRUCK, MOTOR |
| NUMBER M8D5H15054 | • |
| | |
| | |
| TANION | Victorias |
| | |
| which said writ was placed in the hands of | WILKING |
| Sheriff of Baldwin County, Alabama, on the 2LST | day of $\frac{\text{DECEMBER}}{\text{DECEMBER}}$, 1960 , |
| Sheriff of Baldwin County, Alabama, on the 2LST | day of $\frac{\text{DECEMBER}}{\text{DECEMBER}}$, 1960 , |
| which said writ was placed in the hands of | day of $\frac{\text{DECEMBER}}{\text{DECEMBER}}$, 1960 , |
| Sheriff of Baldwin County, Alabama, on the 2LST of and executed by him on the 2STH day of DECE | day of $\frac{\text{DECEMBER}}{\text{DECEMBER}}$, 1960 , |
| Sheriff of Baldwin County, Alabama, on the <u>2Lst</u> and executed by him on the <u>2StH</u> day of DECE possession the following property, to-wit: | day of $\frac{\text{DECEMBER}}{\text{DECEMBER}}$, 1960 , |
| Sheriff of Baldwin County, Alabama, on the <u>2Lst</u> and executed by him on the <u>2StH</u> day of DECE possession the following property, to-wit: | MBER , 1960, by taking into his |
| Sheriff of Baldwin County, Alabama, on the 2LST of and executed by him on the 2STH day of DECE possession the following property, to-wit: ONE (L) 1959 Dodge 15 Ton | MBER , 1960, by taking into his |
| Sheriff of Baldwin County, Alabama, on the 2LST of and executed by him on the 2STH day of DECE possession the following property, to-wit: ONE (L) 1959 Dodge 15 Ton | MBER , 1960, by taking into his |
| Sheriff of Baldwin County, Alabama, on the 2LST of and executed by him on the 28TH day of DECE possession the following property, to-wit: ONE (L) 1959 Dodge 15 TON NUMBER M8D5H15054 | MBER , 1960, by taking into his TRUCK, MOTOR |
| Sheriff of Baldwin County, Alabama, on the 2LST of and executed by him on the 28TH day of DECE possession the following property, to-wit: ONE (L) 1959 Dodge 15 TON NUMBER M8D5H15054 And whereas the above booked W. B. Boy | TRUCK, MOTOR INGTON EATLED TO EXECUTE BOX |
| Sheriff of Baldwin County, Alabama, on the 2LST of and executed by him on the 28TH day of DECE possession the following property, to-wit: ONE (L) 1959 Dodge 15 TON NUMBER M8D5H15054 | TRUCK, MOTOR INGTON EAILED TO EXECUTE BOX ion of said writ, page 100 and 10 |
| Sheriff of Baldwin County, Alabama, on the 2LST and executed by him on the 2STH day of DECE possession the following property, to-wit: ONE (L) 1959 Dodge 15 TON NUMBER M8D5H15054 And whereas the above beauty Defendant in said suit, has, within five days from the execut possession of | TRUCK, MOTOR INGTON EAILED TO EXECUTE BOX ion of said writ, execute with a said property seized under this writ. |
| Sheriff of Baldwin County, Alabama, on the 2LST and executed by him on the 28TH day of DECE possession the following property, to-wit: ONE (L) 1959 DODGE 15 TON NUMBER M8D5H15054 And whereas the above M8D5H15054 And whereas the above based W. B. Boy Defendant in said suit, has, within five days from the execut Mark as required by law and thereby obtained possession of Now if the said G. C. COGGIN COMPANY, suit and within thirty days after judgment deliver the proper and damages which may accrue from the detention thereof, to | INGTON EAILED TO EXECUTE BOX said property seized under this writ. INC. perty aforesaid to the result and pay all costs then this obligation to be void, otherwise to |
| Sheriff of Baldwin County, Alabama, on the 2LST and executed by him on the 28TH day of DECE possession the following property, to-wit: ONE (L) 1959 DODGE 15 TON NUMBER M8D5H15054 And whereas the above boxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx | INGTON EAILED TO EXECUTE BOX said property seized under this writ. INC., DEFENDANIS cast in said pay all costs |
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| And whereas the above books as required by law and thereby obtained possession of Now if the said G. C. COGGIN COMPANY, suit and within thirty days after judgment deliver the proper and damages which may accrue from the detention thereof, to the said suit force and effect. | INGTON EAILED TO EXECUTE BOX ion of said writ, precedicted with said property seized under this writ. INC. INC. ENTERD And DESCRIPTION OF SECUTE BOX is cast in said and pay all costs then this obligation to be void, otherwise to the COGGIN COMPANY, INC. AS ITS AGENT (SEAL) AS ITS AGENT (SEAL) |
| Sheriff of Baldwin County, Alabama, on the 2LST and executed by him on the 28TH day of DECE possession the following property, to-wit: ONE (L) 1959 DODGE 1½ TON NUMBER M8D5H1505½ And whereas the above was W. B. Boy Defendant in said suit, has, within five days from the execut was required by law and thereby obtained possession of Now if the said G. C. COGGIN COMPANY, suit and within thirty days after judgment deliver the proper and damages which may accrue from the detention thereof, to remain in full force and effect. THE FIDEK OF NEW OF | TRUCK, MOTOR TRUCK, MOTOR EAILED TO EXECUTE BOX said property seized under this writ. INC. erty aforesaid to the result and pay all costs then this obligation to be void, otherwise to COGGIN COMPANY INC. AS ITS AGENT TY & CASUALTY COMPANY (SEAL) |
| Sheriff of Baldwin County, Alabama, on the | TRUCK, MOTOR INGTON EAILED TO EXECUTE BOX said property seized under this writ. INC. ENTY & CASUALTY SOMPANY (SEAL) ITS ATTORNEY-IN-FACT MBER., 1900, by taking into his EAILED TO EXECUTE BOX some said writ, was red consistent with and pay all costs then this obligation to be void, otherwise to consistent with and pay all costs then the soligation to be void, otherwise to consistent with an analysis of the company of |
| Sheriff of Baldwin County, Alabama, on the 2LST and executed by him on the 28TH day of DECE possession the following property, to-wit: ONE (L) 1959 DODGE 1½ TON NUMBER M8D5H1505½ And whereas the above was W. B. Boy Defendant in said suit, has, within five days from the execut was required by law and thereby obtained possession of Now if the said G. C. COGGIN COMPANY, suit and within thirty days after judgment deliver the proper and damages which may accrue from the detention thereof, to remain in full force and effect. THE FIDEK OF NEW OF | TRUCK, MOTOR TRUCK, MOTOR EAILED TO EXECUTE BOX said property seized under this writ. INC. erty aforesaid to the result and pay all costs then this obligation to be void, otherwise to COGGIN COMPANY INC. AS ITS AGENT TY & CASUALTY COMPANY (SEAL) |
| Sheriff of Baldwin County, Alabama, on the | INGTON FAILED TO EXECUTE BOY said writ, product and pay all costs then this obligation to be void, otherwise to COGGIN COMPANY INC. AS ITS AGENT (SEAL) AS ITS AGENT (SEAL) AS ITS AGENT (SEAL) AS ITS AGENT (SEAL) (SEAL) |