

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

No. _____

194

To Any Sheriff of the State of Alabama :

You Are Hereby Commanded to Summon RICHARD JOSEPH McBRIDE

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 the same, then and there to answer the complaint of JOHN HOLLIS, d/b/a

HOLLIS FURNITURE COMPANY

Witness my hand this 8 day of February 1960

Alice L. Duck, Clerk.

COMPLAINT

JOHN HOLLIS, d/b/a/ HOLLIS

RICHARD JOSEPH McBRIDE

FURNITURE COMPANY

Plaintiff

Versus

Foley, Alabama

Defendant

The plaintiff claims of the defendant the following personal property, to-wit:
 As shown on attached Exhibit "A".

with the value of the hire or use thereof during the detention, to-wit:

from October 1959, to _____ 194

FILED

FEB 8 1960

ALICE L. DUCK, CLERK
 REGISTER

Joseph C. ..., Plaintiff's Attorney.

No. _____ Page _____

STATE OF ALABAMA
Baldwin County
CIRCUIT COURT

vs. Plaintiff

Defendant

Detinue Summons and Complaint

Filed _____, 194____

_____, Clerk

Plaintiff's Attorney

Defendant's Attorney

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 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

David J. Duck
Clerk.

Defendant lives at _____

Received in office _____, 194____

_____, Sheriff.

I have executed this summons

this _____, 194____
by leaving a copy with _____

_____, Sheriff

_____, Deputy Sheriff

Copy

#2583-W

HOLLIS FURNITURE COMPANY

New and Used Furniture and Appliances

THIS AGREEMENT CERTIFIES THAT I Mr. & Mrs. Richard Frank M. Brude
HOME ADDRESS Rt 2 Foley, Ala. of Henry Syron
LOCATION Magnolia Springs, Ala
HAVE THIS DAY PURCHASED OF HOLLIS FURNITURE COMPANY THE FOLLOWING PROPERTY TO-WIT:
REFERENCES (TRADE) see credit report OCCUPATION Retired Airforce
EMPLOYED BY: _____

NEAREST RELATIVES

✓ 2	Wal. B R bed 4 pc @ 79.95	159.95
✓ 2	Box Springs - 2 innersp Melbourne	75.00
✓ 1	@ 70" set of 1 @ 50"	120.00
✓ 1	9 piece Chrome Dimple Yellow	84.95
✓ 1	4 piece B R bed Black sectional	199.95
✓ 1	3 pc Coffee table w/ seat Glond	18.95
✓ 1	Golden Maple Chest / drawers	15.95
✓ 1	Blond 36" Book Case	19.95
✓ 1	set Aluminum sweep (Cooking set)	15.00
✓ 1	used warrigan Washer	25.00
		660.69
	State Tax	19.82
	Charges	38.00
	Total Value	718.51
	Check Down	300.00
		418.51

WHICH I AGREE TO TAKE UPON THE FOLLOWING CONDITIONS: I PROMISE TO PAY TO HOLLIS FURNITURE CO. AT THEIR STORE, THE
SUM OF \$ 718.51 FOR PROPERTY IN INSTALLMENTS OF \$ 300.00 DOWN ON DELIVERY,
\$ 35.00 FOR (MONTHS) 10-19-59 UNTIL THE SAME IS PAID IN FULL.

I do hereby consent and agree that the said property and title to the same shall be and remain the property of the said Hollis Furniture Company until fully paid for as above agreed and if I neglect to pay the said (monthly) (weekly) installments when due (time being the essence of this contract) said Hollis Furniture Company or their agents, shall have the right and privilege to enter my premises at any time thereafter to demand and take possession of said property, and I agree to forfeit and lose all previous payments made thereon, same being treated as rent. I further agree to make all back payments in case goods are returned. I agree to keep said property at my residence at the above address, and should I move the same without written consent of the Hollis Furniture Company I agree to pay them all costs and expenses incurred by them in locating and finding said property.

I further agree that in the event the above goods are damaged or destroyed by fire, I will pay the Hollis Furniture Company the full amount of any balance on this account, and to this end, I agree to keep said goods insured in my own right, with the loss, if any, payable to the said Hollis Furniture Company as their interest may appear.

The right of exemption to personal property and wages under the constitution and laws of the State of Alabama or any other State of the United States is hereby waived in favor of the payment of this obligation, and the undersigned agrees to pay all costs of collection, or attempting to collect or repossessing or attempting to repossess, including reasonable attorney's fees whether incurred with or without suit.

WITNESS

SIGNED Richard F. M. Brude (L.S.)
Louella J. M. Brude (L.S.)

The above goods received in good order subject to above terms:

DELIVERED BY John
DATE DELIVERED 9-19-59

BY: J.P. Hollis

Exhibit "A"

HOLLIS FURNITURE COMPANY

New and Used Furniture and Appliances

2588 W

THIS AGREEMENT
CERTIFIES THAT I

Mr & Mrs. Richard M. Bude
MOBILE, ALA. Sept 21, 1959

HOME ADDRESS _____

LOCATION _____

HAVE THIS DAY PURCHASED OF HOLLIS FURNITURE COMPANY THE FOLLOWING PROPERTY, TO-WIT:

REFERENCES (TRADE) _____

OCCUPATION _____

EMPLOYED BY: _____

NEAREST RELATIVES _____

1	Blue Green plaiton rocker	34.95
2	Black end table	12.00
	Chair	47.55
	Chair	14.3
	Chair	18.98
	Chair	14.80
	Chair	53.88
Added to 2583.4		
Contract		

This sale is subject to approval of the Credit Department of the
Hollis Furniture Company after investigating credit references.

TOTAL
VALUE

WHICH I AGREE TO TAKE UPON THE FOLLOWING CONDITIONS: I PROMISE TO PAY TO HOLLIS FURNITURE CO. AT THEIR STORE, THE
SUM OF \$ 53.88 FOR PROPERTY IN INSTALLMENTS OF \$ _____ DOWN ON DELIVERY.

\$ _____ FOR (MONTHS) (WEEKS) UNTIL THE SAME IS PAID IN FULL.
I do hereby consent and agree that the said property and title to the same shall be and remain the property of the said Hollis Furniture Company until fully paid for as above agreed and if I neglect to pay the said (monthly) (weekly) installments when due (time being the essence of this contract) said Hollis Furniture Company or their agents, shall have the right and privilege to enter my premises at any time thereafter to demand and take possession of said property, and I agree to forfeit and lose all previous payments made thereon, same being treated as rent. I further agree to make all back payments in case goods are returned. I agree to keep said property at my residence or the above address, and should I move the same without written consent of the Hollis Furniture Company I agree to pay them all costs and expenses incurred by them in locating and finding said property.

I further agree that in the event the above goods are damaged or destroyed by fire, I will pay the Hollis Furniture Company the full amount of any balance on this account, and to this end, I agree to keep said goods insured in my own right, with the loss, if any, payable to the said Hollis Furniture Company as their interest may appear.

The right of exemption to personal property and wages under the constitution and laws of the State of Alabama or any other State of the United States is hereby waived in favor of the payment of this obligation, and the undersigned agrees to pay all costs of collection, or attempting to collect or repossessing or attempting to repossess, including reasonable attorney's fees whether incurred with or without suit.

WITNESS

[Signature]
The above goods received in good order subject to above terms.
BY: *[Signature]*

SIGNED

[Signature]
(L.S.)

DELIVERED BY

DATE DELIVERED 9-21-59

Return 1 NO. 4171

John Hallis
of the Hallis Furniture
Co. State

Sheriff claims 86 miles at

Ten Cents per mile Total \$ 8.60

TAYLOR WILKINS, Sheriff

BY

Taylor Wilkins
DEPUTY SHERIFF

vs.

Richard Joseph McBride

Received 8 day of Feb 1960

and on 9 day of Feb 1960

I served a copy of this within L & C

on Richard Joseph McBride

and taking the within described

By service on property in possession

TAYLOR WILKINS, Sheriff

By Carlisle W. W. W.

Don D. W.

My made bond
2/7/60 by: Wayne
Harris and property
released to same

FILED

FEB 9 1960

ALICE E. DUCK, CLERK
REGISTER

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No. _____ Page _____

STATE OF ALABAMA,
Baldwin County.

CIRCUIT COURT

vs. Plaintiff _____

Defendant _____

DETINUE BOND

Filed _____ 19____

_____, Clerk

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co.

THE STATE OF ALABAMA, }
Baldwin County }

Know all men by these presents, That we, _____

are held and firmly bound unto _____

of _____ County, in the sum of _____

Dollars, and costs to be paid by the said _____

heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, administrators, jointly, severally and firmly, by these presents.

Sealed with our seals and dated this _____ day of _____, 19____

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

on the day of the date hereof, hath obtained at the suit of _____

_____ a Summons and Complaint for the recovery of personal chattels in specie against _____

and asks an endorsement by the Justice of the Peace, "That the Constable 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 before the _____ day of _____, 19____, and which 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 _____ may sustain by reason of the wrongful complaint in said cause, then this obligation to be void; otherwise to remain in full force and effect.

Approved this _____
 day of _____ 19____

I P

(Seal)

(Seal)

(Seal)

THE STATE OF ALABAMA,
Baldwin County

Before me, Forest A. Christian, a Notary Public

in and for said county personally appeared JOHN HOLLIS

who being duly sworn, deposeth and said: That the property sued for in the complaint of _____

JOHN HOLLIS, d/b/a HOLLIS FURNITURE COMPANY, vs. RICHARD JOSEPH McBRIDE

to-wit: (See Exhibit "A" attached to original complaint)

_____ belongs to HOLLIS FURNITURE COMPANY
the said Plaintiff.

Sworn to and subscribed before me this 6th day of February, 1960..

Forest A. Christian

Moore Printing Co., Day Minette, Ala.

Vs.

211

Detinue Bond and Affidavit

No. _____

THE STATE OF ALABAMA, }
Baldwin County }

Know all men by these presents, That we, _____

are held and firmly bound unto _____

of _____ County, in the sum of _____

Dollars, and costs to be paid by the said _____

heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, and each of our heirs, executors, administrators, jointly, severally and firmly, by these presents.

Sealed with our seals and dated this _____ day of _____, 19____

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

on the day of the date hereof, hath obtained at the suit of _____

_____ a Summons and Complaint for the recovery of personal chattels in specie against _____

and asks an endorsement by the Justice of the Peace, "That the Constable 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 before the _____ day of _____, 19____, and which 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 _____ may sustain by reason of the wrongful complaint in said cause, then this obligation to be void; otherwise to remain in full force and effect.

Approved this _____ day of _____ 19____

_____ (Seal)
 _____ (Seal)
 _____ (Seal)

I P

The State of Alabama, {

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, _____

John Hollis d/b/a Hollis Furniture Co.

and _____

are held and firmly bound unto Richard Joseph McBride

in the sum of Five Hundred - - - - - Dollars, for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this _____ day of _____ 19____

The condition of the above obligation is such that whereas the said _____

John Hollis _____ did, on the 8 day of February 19 60 sue out of the Civil Court of Circuit Court

_____ a writ of detinue directed to any Sheriff of the State of Alabama commanding him

to take into his possession the following property, to-wit: _____

2- Wal. B R. Suite 4 pc.	1- golden maple chest drawers
	1-36" book case
2- Box Springs	1-set blum. wear cooking set
	1- used washing machine
2-Inner spring mattress	1-blue-green platform rocker
	2- end tables
1-9 pc. chrome dinette yellow	

1-4 pc. black sec. set
1-3 pc. coffee set, blond

which said writ was placed in the hands of Taylor Wilkins

Sheriff of Baldwin County, Alabama, on the 8 day of Feb., 19 60

and executed by him on the 9 day of Feb, 19 60, by taking into his possession the following property, to-wit:

same as above

And whereas the said Richard Joseph McBride 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 if the said John Hollis upon his failing in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay all 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.

Wayne Hollis (SEAL)

(SEAL)_____
(SEAL)Taken and approved this 17 ~~12~~ day of February 19 60

Wayne Hollis
Sheriff, Baldwin County, Ala.

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Circuit Court, Baldwin County

**REPLEVY BOND
OF PLAINTIFF**

VS.

Taken and approved this _____

day of _____, 193____

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

February 6, 1960

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

Dear Mrs. Duck:

Enclosed you will find a Detinue Suit which we would like served as soon as possible and would like for your to get to the Sheriff early Monday morning.

I guarantee that the signers for bond are good for this bond. We will thank you for your co-operation.

With best wishes, I am

Cordially yours,

A handwritten signature in dark ink, appearing to read "Forest A. Christian", written in a cursive style.

FOREST A. CHRISTIAN