

SECURITIES CREDIT COMPANY, INC.	I	
A CORPORATION	I	IN THE CIRCUIT COURT OF
Plaintiff	I	BALDWIN COUNTY, ALABAMA
-VS-	I	AT LAW
JESSIE GODWIN and VIRGINIA GODWIN,	I	
Jointly and Individually,	I	
Defendants	I	

4909

COUNT ONE

The Plaintiff claims of the Defendant ONE HUNDRED SEVENTY THREE and 41/100, (\$173.41) DOLLARS, by Promissory Note made by them on the 19th day of September, 1960, and payable in monthly installments of TWENTY FOUR and 86/100 (\$24.86) DOLLARS, beginning on the 20th day of October, 1960, with interest thereon.

That in and by the terms of said note, the Plaintiff hereof had the option to declare the whole balance of said note due, on any default by the said Defendants.

Plaintiff further avers that in, by and as a part of the said note, Defendants agreed to pay all costs of collecting or securing or attempting to secure or collect such debt including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the Plaintiff further claims of the Defendants the further and additional sum of FORTY FIVE (\$45.00) DOLLARS, as a reasonable attorney's fee.

The Plaintiff further avers that in, by and as a part of said note, the Defendants waived as to this debt or any renewal thereof, or rights to exemptions under the Constitution and Laws of Alabama, as to personal property, and of this waiver the Plaintiff now claims the benefit.

*John D. Duck*  
 Attorney for Plaintiff

Defendants may be served at:

Bay Slacks Company  
 Bay Minette, Alabama

**FILED**  
 OCT 7 1961  
 ALICE I. DUCK, CLERK REGISTER

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. \_\_\_\_\_

\_\_\_\_\_ TERM, 19\_\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Comanded to Summon JESSIE GODWIN and VIRGINIA GODWIN, Jointly  
and ~~by~~ 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 JESSIE GODWIN and  
VIRGINIA, Jointly and Individually, Defendant

by SECURITIES CREDIT COMPANY, INC., A CORPORATION

\_\_\_\_\_, Plaintiff

Witness my hand this 7 day of Oct 1961

Alice J. Duke, Clerk

**THE STATE OF ALABAMA**  
BALDWIN COUNTY

**CIRCUIT COURT**

**SECURITIES CREDIT COMPANY, INC.**  
**A CORPORATION**

Plaintiffs

vs.

**JESSIE GODWIN and VIRGINIA**  
**GODWIN, JOINTLY AND IND.**

Defendants

**SUMMONS and COMPLAINT**

Filed **FILED**, 19  
**OCT 7 1961**, Clerk

**ALICE I. DUCK, CLERK REGISTER**

**JOHN V. DUCK**

Plaintiff's Attorney

Defendant's Attorney

May be served at Defendant lives at  
**BAY SLACKS COMPANY**  
**BAY MINETTE, ALABAMA**

RECEIVED IN OFFICE

10/9, 1961

\_\_\_\_\_, Sheriff

I have executed this summons

this 10-9, 1961

by leaving a copy with

Jessie Godwin  
Virginia Godwin

Sheriff claims 8 miles at

Ten Cents per mile Total \$ 80

**TAYLOR WILKINS, Sheriff**

BY W. A. Talbert  
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. A. Talbert Deputy Sheriff

2 miles north of B.M.

# SECURITIES CREDIT COMPANY

7 NORTH BROAD STREET  
MOBILE, ALABAMA

HEMLOCK 2-5685  
November 22, 1961

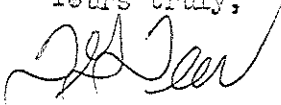
Mr. Alice J. Duck  
Clerk of Circuit Court  
P. O. Box 239  
Bay Minette, Ala.

RE: Jessie Godwin

Dear Mr. Duck:

Enclosed please find original note on above party, for use in  
Civil Case number 4909.

Yours truly,



T. G. Teer  
Collection Manager

TGT/rma

NOTE	NAME AND ADDRESS					
	Jessie Godwin Route 1. Box 182 Bay Minette, Alabama					
DATE	AMT.	SCHEDULE OF PAYMENTS	1ST PAYMENT DATE	FINAL PAYMENT DATE	NO. DEPEND.	PHONE
9/19/60	\$ 300.00	15 x 24.86	10/20/60	12/19/61		

ACCOUNT NO.	10091L
TYPE	HHG & Auto
OFFICE	Securities Credit Co.
	7 N. Broad St Mobile, Ala.

**AGREED RATE OF INTEREST CHARGE:**

3% per month on that part of the unpaid principal balance not in excess of \$200 and 2% per month on that part of the unpaid principal balance in excess of \$200 but not exceeding \$300 until six (6) months after final payment date, then 8% per annum.

For value received, the undersigned, jointly and severally promise to pay to the payee named above at its above office the actual amount of the loan stated, being the principal amount of this note, together with interest at the agreed rates as above stated until fully paid.

Payment of principal and interest shall be made in consecutive monthly installments as indicated beginning on the above stated due date for first payment and continuing on the same day of each succeeding month to and including the above stated due date for the final payment, which shall be for the unpaid principal and interest. If the principal amount of this note or if any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the agreed rate of interest charge. Each payment made hereon shall be applied first to interest charges as aforesaid to date of payment and the balance shall be applied on the unpaid principal balance until paid.

Default in the payment of any installment of the principal or interest hereof, or any part of either, shall, at the option of the holder hereof, and without notice or demand, render the then unpaid balance of the principal hereof, and accrued interest thereon, at once due and payable, and acceptance of any payment(s) after default shall not constitute a waiver thereof.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times shall not affect the liability of any party hereto or surety or guarantor hereof. Sureties, guarantors, and parties hereto severally waive demand and presentment for payment, notice of default, protest and notice of protest of this note and further waive all rights of exemption of every kind under the laws of any state.

If this note is placed in the hands of an attorney for collection because of default in payment or otherwise, the undersigned agree to pay reasonable attorney fees if suit is brought hereon and judgment entered therefor.

In consideration of the credit herein extended, we hereby agree that the payee or the holder of this note may communicate with us, or to any person, firm, corporation, or government agency, by any known means of communication, for any purpose it may deem necessary in connection with or during the pendency of the debt herein incurred and do hereby waive any right we have to claim violation of our right of privacy by reason of such communications.

The undersigned acknowledge receipt of a statement in English as required by Section 15 of The State of Alabama Small Loan Act No. 374. Payee herein named is licensed by the State of Alabama to make loans in sums of Three Hundred (\$300) or less pursuant to the Small Loan Act.

COLLATERAL	
H H G & Auto	
LOAN SECURED BY	YES <input checked="" type="checkbox"/>
CHattel MORTGAGE	NO <input type="checkbox"/>
LOAN SECURED BY	YES <input checked="" type="checkbox"/>
INSURANCE POLICY	NO <input type="checkbox"/>
CASH ADVANCE	\$
INS. PREM.	\$
REC. FIL FEES	\$

*Margaret Wilson*  
 \_\_\_\_\_  
 WITNESS  
 \_\_\_\_\_  
 WITNESS  
 \_\_\_\_\_  
 WITNESS  
 \_\_\_\_\_  
 WITNESS

*Jessie Godwin* (SEAL)  
 \_\_\_\_\_  
*Virginia Godwin* (SEAL)  
 \_\_\_\_\_  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

Garnishment on Judgment.

The State of Alabama,  
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

Fall

TERM, 1961

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Fall Term, 1961, of the Circuit Court of Baldwin County, to-wit: On the 21st day of November, 1961, being a regular day of said term, ~~Securities Credit Company, Inc., a Corporation~~ recovered judgment against Jessie Godwin and Virginia Godwin

for the sum of Two-hundred thirty dollars and 41/100 Dollars, and cost of suit, and affidavit having been made by ~~Securities Credit Company, Inc.~~ that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

has or is believed to have in its possession, or under its control money or effects belonging to said defendant Bay Slacks Co., Inc. that it is, or is believed to be indebted to said defendant or to be liable to them, or to one of them on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon Bay Slacks Company, Inc. a Corporation

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, on the \_\_\_\_\_ Monday in \_\_\_\_\_ A. D. 19\_\_\_\_, then and there within the three first days of the term, to answer on oath, whether at the time of the service of the garnishment, or at the time making it's answer, or at any time intervening the time of serving the garnishment, and making the answer it was \_\_\_\_\_ indebted to said defendant \_\_\_\_\_ and whether \_\_\_\_\_ will not be indebted in future to said defendant \_\_\_\_\_ by a contract then existing, and whether by a contract then existing \_\_\_\_\_ is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money or effects belonging to the defendant Bay Slacks Company, Inc., a corporation

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this 9 day of Feb, A. D., 1962

Issued 9 day of Feb A. D., 1962

ATTEST:

Alice J. Duck, Clerk.

Circuit Court, Baldwin County

No. 4909 1/2

Securities Credit Co. Inc.

VS. Garnishment On Judgment

Jessie Godwin and Virginia Godwin

Ray Slusher Inc. Greenville

Issued day of FEB 9 1962

Returnable day of FEB 13 1962

Attorney

Received 12 day of Feb 1962  
and on 13 day of Feb 1962  
I served a copy of the within on Ray Slusher Inc

By service on Dorothy Wiggins  
Barbara Wiggins  
TAYLOR WILKINS, Sheriff  
Bill D. Wilkoff D.S.  
o m

THE STATE OF ALABAMA,  
BALDWIN COUNTY

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CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid John V. Duck, attorney for Securities Credit Company, Inc.

who being duly sworn, on oath says, that a regular Fall terms Term

of the Circuit Court of Baldwin County, to-wit: on the 21st day of November

19 61 Securities Credit Company, Inc., a corporation

recovered a judgment against Jessie Godwin and Virginia Godwin

for the sum of

~~Two hundred thirty dollars and 41/100 (\$230.41)~~ Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

~~Bay Slacks Company, Inc., is~~

supposed to be indebted to or have effects of the said Jessie Godwin and Virginia Godwin

in its possession, or under its control, and that he believes process of

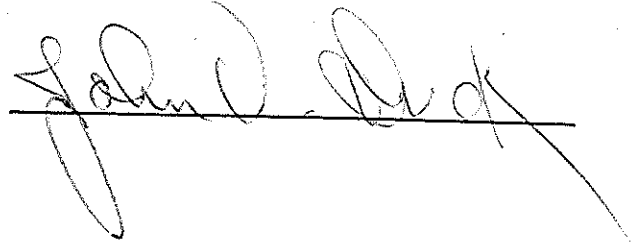
Garnishment against said Bay Slacks Company, Inc., a corporation

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this \_\_\_\_\_

day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

Clerk.





THE STATE OF ALABAMA,  
BALDWIN COUNTY

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CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid John V. Duck, attorney for Securities Credit Company, Inc.

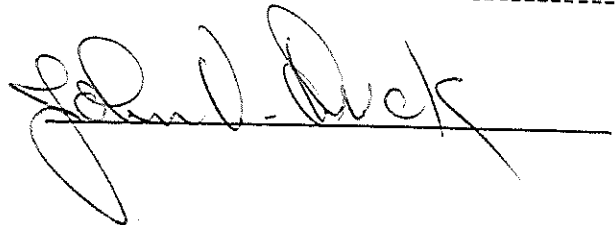
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for the sum of  
Two hundred thirty dollars and 41/100 (\$230.41 Dollars  
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that  
Bay Slacks Company, Inc. is

supposed to be indebted to or have effects of the said Jessie Godwin and Virginia Godwin  
in its possession, or under its control, and that he believes process of  
Garnishment against said Bay Slacks Company, Inc., a corporation  
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 9th  
day of Feb A. D. 1967  
Alice J. Duck  
Clerk.



NO. 4909 1/2

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CIRCUIT COURT

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VS.

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AFFIDAVIT  
Garnishment on Judgment

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Filed this **FILED** \_\_\_\_\_ day of  
**FEB 9 1962**, 19\_\_\_\_

**AUCE L. DUCK** **CLERK**  
Clerk.

State of Alabama

BALDWIN COUNTY

TO JESSIE AND VIRGINIA GODWIN, Defendant S.

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of SECURITIES CREDIT COMPANY, INC., A CORPORATION, Plaintiff

versus JESSIE AND VIRGINIA GODWIN, Defendants

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

BAY SLACKS COMPANY, INC.

has been named as Garnishee

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 9

day of Feb, 1947

[Signature] Clerk of the Circuit Court.



RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: SECURITIES CREDIT COMPANY, INC.  
vs. Plaintiff.

JESSIE GODWIN & VIRGINIA GODWIN  
Defendant.

To: Bay Slacks Company, Inc., a Corp.  
GARNISHEE

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 11th day of February, 19 63

Alice J. Duck CLERK.