

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA

August 23, 1956

2890

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Bank of Fairhope
vs: Hurley Bishop
Our File: 3102

Please enter judgment by default on promissory note in the above referenced matter in favor of the Bank of Fairhope against Hurley Bishop for \$123.50, (being \$102.03 principal, \$6.47 interest, and \$15.00 attorney's fee), plus costs.

In this matter, suit was filed April 2, 1956, for \$128.03, plus interest, and \$25.00 attorney's fee. In May, Mr. Bishop paid \$50.00, which was applied as follows: \$26.00 to the Bank on his note, \$10.00 attorney's fee, and \$14.00 retained for court costs. As soon as Certificate of Judgment is received, we will send you check to cover costs.

I would appreciate your handing Certificate of Judgment to Mrs. Glover for recording and ask her to charge recording fee to my account.

Thanks.

Yours very truly,



fm
9-5-56
Encl - Note, face amt. \$318.20, signed by Hurley Bishop
cc: Bank of Fairhope

\$ 318.20

FAIRHOPE, ALA., January 10, 19 53

July 10, 1953, AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF BANK OF FAIRHOPE

THREE HUNDRED EIGHTEEN AND 20/100** DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

To secure the payment of this bond or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

3 milk cows; 3 heifers.

also, all crops grown by me, being:

2 acres cukes

2 acres early corn

2 watermelons

8 acres cotton

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

ATTEST

7631

Hurley Bishop (L. S.)
Mr. Hurley Bishop, RFD, Box 125, Fairhope, Ala. (L. S.)

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

March 30, 1956

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Bank of Fairhope
vs
Hurley Bishop
Our File: 3102

With this we are handing you Summons and Complaint in the
above mentioned cause.

Please process, and oblige.

Yours very truly,

EGR/ts
Encl.
Dupl.
4-10-56

ELLIOTT G. RICKARBY
(DECEASED)

LAW OFFICES
RICKARBY & RICKARBY

E. G. RICKARBY, JR.

FAIRHOPE, ALABAMA

March 30, 1956

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Bank of Fairhope
vs
Hurley Bishop
Our File: 3102

With this we are handing you Summons and Complaint in the
above mentioned cause.

Please process, and oblige.

Yours very truly,



EGR/ts
Encl.
Dupl.
4-10-56

BANK OF FAIRHOPE,
A Corporation,
PLAINTIFF

VS

HURLEY BISHOP,
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW


C O M P L A I N T

COUNT I

The Plaintiff claims of the Defendant the sum of ONE HUNDRED TWENTY EIGHT DOLLARS AND THREE CENTS (\$128.03), due by promissory note made by him the 10th day of January, 1953, payable on to-wit, the 10th day of July, 1953, with interest thereon from maturity, and the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agrees to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of TWENTY-FIVE DOLLARS (\$25.00) as such attorney's fee.

RICKARBY AND RICKARBY

BY


E. G. Rickarby, Jr.
Attorney for the Plaintiff

FILED

APR 2 1956

ALICE J. DUCK, Clerk

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2890

April TERM, 1956

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon HURLEY BISHOP

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 _____

HURLEY BISHOP, Defendant

by THE BANK OF FAIRHOPE

_____, Plaintiff

Witness my hand this 2 day of April 1956

Alice J. Duck, Clerk

No. 2890

RECORDED
Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

THE BANK OF FAIRHOPE,

A Corporation

Plaintiffs

vs.

HURLEY BISHOP

Defendants

SUMMONS and COMPLAINT

Filed 4-2, 19 56

W. J. [unclear], Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

FAIRHOPE, ALABAMA

RECEIVED IN OFFICE

April 2, 19 56

Taylor Wilkins, Sheriff

I have executed this summons

this 13 April, 19 56
by leaving a copy with

Hurley Bishop

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY [Signature]
DEPUTY SHERIFF

Taylor Wilkins Sheriff

L. [unclear] Deputy Sheriff

40 miles

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA

September 30, 1957

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

Dear Mrs. Duck:

Inre: Bank of Fairhope
Vs: Hurley Bishop
Case #2921
Our File: 3102

With this we are handing you garnishment proceedings in
the above styled cause.

Please process and oblige.

Yours very truly,



ts
encl.
10-10-57

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Term, 19, of the Circuit Court of Baldwin County,
to-wit: On the 24th day of August, 1956, being a regular day of
said term, the BANK OF FAIRHOPE, a corporation,

recovered judgment against HURLEY BISHOP

for the sum of \$123.50 plus \$15.45 court costs, Dollars, and cost of suit,
and on which there is owing the balance of \$121.95
and affidavit having been made by E. G. BICKARBY, Attorney for the Plaintiff,
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

THE ALABAMA DRY DOCK AND SHIPBUILDING COMPANY

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant or 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

THE ALABAMA DRY DOCK AND SHIPBUILDING COMPANY

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 its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer it was indebted to said defendant
and whether it will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing it
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.

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

Witness, ALICE J. DUCK, Clerk of said Court, this 4 day of Oct, A. D., 1957

Issued day of A. D., 19

ATTEST:

Alice J. Duck, Clerk.

6756 Co.

39

Received 4 day of Oct 1952
d on _____ day of _____ 19____
served a copy of the within Superior
Ala. Dist. Courts
y service on _____

Circuit Court, Baldwin County

RECORDED

No. 2-8901

TAYLOR WILKINS, Sheriff

By _____ D. S.

Bank of Fairhope

VS. } Garnishment On Judgment

Hurley Bitropo

138
me

Ala. D. Dist. Ct.
H. H. Wilson, S. M.

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

Attorney

Received 10 Day of Oct 1957
and on 15 Day of Oct 1957
I served a copy of this writ on
Ala. Drydock & Shipbuilding Co.
by service on H. H. Wilson, S. M.
RAY D. BRIDGES, Sheriff
By H. H. Wilson

State of Alabama
BALDWIN COUNTY

TO HURLEY BISHOP, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of
the BANK OF FAIRHOPE, a Corporation, Plaintiff,
versus HURLEY BISHOP, Defendant,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which the
Alabama Dry Dock and Shipbuilding Company
has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 4
day of Oct, 1947.

W. J. ...
Clerk of the Circuit Court.

BANK OF FAIRHOPE,

A Corporation,

PLAINTIFF,

-VS-

HURLEY BISHOP,

DEFENDANT.

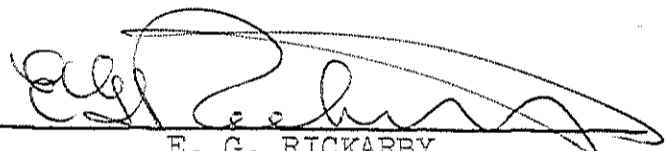
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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

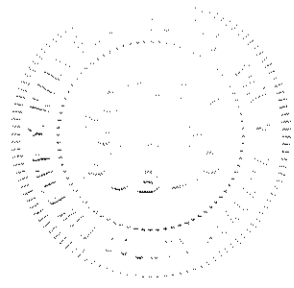
AT LAW.

A F F I D A V I T

Before me, _____, a Notary Public in and for the County of Baldwin, State of Alabama, personally appeared E. G. RICKARBY, Attorney for the BANK OF FAIRHOPE, a corporation, who being duly sworn doth depose and say that the said BANK OF FAIRHOPE, a corporation, on the 24th day of August, 1956, recovered a judgment against HURLEY BISHOP for the sum of ONE HUNDRED AND TWENTY-THREE DOLLARS AND FIFTY CENTS (\$123.50), and the further sum of FIFTEEN DOLLARS AND FORTY-FIVE CENTS (\$15.45) costs of suit; and that there is still owing on this judgment ONE HUNDRED AND TWENTY-ONE DOLLARS AND NINETY-FIVE CENTS (\$121.95), and that he believes the process of garnishment against THE ALABAMA DRY DOCK AND SHIPBUILDING COMPANY is necessary to obtain satisfaction of said judgment, and that the said ALABAMA DRY DOCK AND SHIPBUILDING COMPANY is supposed to be indebted to or have effects of the said defendant in its possession, or under its control.


E. G. RICKARBY,
Attorney for the Plaintiff.

Sworn to and subscribed before me this 3rd day of October, 1957.



Mary Frances Johnson
Notary Public, Baldwin County, Alabama