

5311

SECURITIES CREDIT COMPANY, INC.
A Corporation

Plaintiff

-VS-

RAYMOND HALL

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW:

COUNT ONE:

Plaintiff claims of the Defendant the sum of ONE HUNDRED AND ELEVEN and 77/100 DOLLARS (\$111.77), due by promissory note made by him on the 5th day of January, 1961, and payable on the 5th day of January, 1962, with interest thereon.

Plaintiff further avers that in, by and as a part of said note, the Defendant 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 claims of the Defendant the further and additional sum of TWENTY FIVE DOLLARS (\$25.00) as a reasonable attorney's fee.

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

John V. Duff
Attorney for Plaintiff

Defendant may be served at

Klump's Dairy Farm

Fairhope, Alabama

or

Young Street

Fairhope, Alabama

Received 3 day of Oct 1962
and on 4th day of Oct 1962
I served a copy of the within doc
on Raymond Hall

By service on _____

TAYLOR WILKINS, Sheriff
By Fred Seibert D. S.
3 mi to F type

Sheriff claims 80 miles at
Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
BY [Signature]
DEPUTY SHERIFF

FILED
OCT 3 1962
ALICE L. [Signature]

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 RAYMOND HALL

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 _____

RAYMOND HALL _____, Defendant _____

by SECURITIES CREDIT COMPANY, INC. A Corporation _____

_____, Plaintiff _____

Witness my hand this 3 day of Oct 1962

W. J. Duck, Clerk

No. 5311

Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

SECURITIES CREDIT COMPANY, INC.
A Corporation

Plaintiffs

vs.

RAYMOND HALL

*Young St. in Fairhope or
Ernest Sherman and Dale* Defendants

Summons and Complaint

Filed

FILED

19____

OCT 3

Clerk

ALICE J. DUK **CLERK**

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Klump's Dairy, Fairhope, Ala.
or
Young Street, Fairhope, Ala.
Received In Office

19____

Sheriff.

I have executed this summons

this _____ 19____
by leaving a copy with

Sheriff.

Deputy Sheriff.

JOHN V. DUCK
RICHARD C. LACEY
ATTORNEYS AT LAW
FAIRHOPE, ALABAMA
Jan. 7th, 1963

Mrs. Alice J. Duck
P. O. Box 239
Bay Minette, Ala.

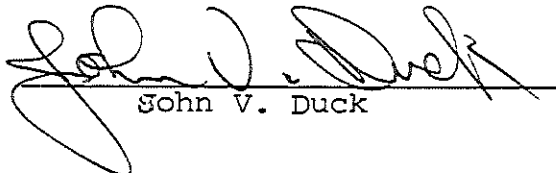
IN RE: Securities Credit
-vs-
Raymond Hall

Dear Mrs. Duck:

Enclosed you will find a Promissory Note on the
above styled cause.

Would you please have Judge Hall to enter a default
Judgment in the amount of One Hundred Forty-eight and 71/100
(\$148.71) Dollars.

Sincerely,


John V. Duck

JVD:oq
Encl:
Pro. Note.

NAME AND ADDRESS

NOTE

Hall, Raymond
Gen. Delivery
Fairhope, Alabama

(Div. Lilly)

c/o Howard Watkins.
Young St.

557 10335

TYPE

A-2

OFFICE
Securities
Credit Co.,
7 N. Broad St
Mobile, Ala.

DATE	AMT.	SCHEDULE OF PAYMENTS	1ST PAYMENT DATE	FINAL PAYMENT DATE	NO. DEPEND.	PHONE
1/5/61	300.00	12x 29.87	2/5/61	1/5/62	3	WA8-2669

Three hundred dollars and no 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 5% 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.

L. E. Willis

WITNESS

J. K. Hart

WITNESS

WITNESS

WITNESS

Raymond Hall

(SEAL)

(SEAL)

(SEAL)

(SEAL)

COLLATERAL

HEG & Auto
1955 Ford

LOAN SECURED BY YES ☒
CHattel MORTGAGE NO ☐

LOAN SECURED BY YES ☒
INSURANCE POLICY NO ☐

CASH ADVANCE \$ 294.70

INS. PREM. \$ 22.5

REC. FIL FEES \$ 3.05

THE STATE OF ALABAMA, }
BALDWIN COUNTY

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

who being duly sworn, on oath says, that a regular January Term
of the Circuit Court of Baldwin County, to-wit: on the 10th day of January
19 63, SECURITIES CREDIT CO. INC., a Corporation

recovered a judgment against RAYMOND HALL

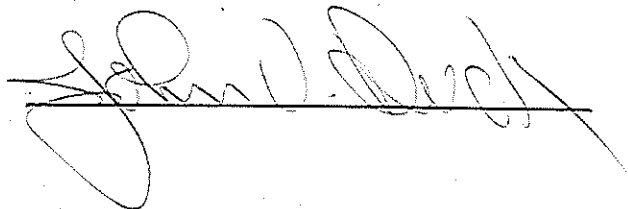
for the sum of
One Hundred forty-eight and 71/100 (\$148.71) Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

Ernest Sherman, Individually and doing business as
SHERMAN'S DAIRY, Summerdale, Alabama

supposed to be indebted to or have effects of the said Raymond Hall
in his possession, or under his control, and that he believes process of
Garnishment against said Raymond Hall
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

} 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 who being duly sworn, on oath says, that a regular January Term of the Circuit Court of Baldwin County, to-wit: on the 10th day of January 1963, SECURITIES CREDIT CO. INC., a Corporation recovered a judgment against RAYMOND HALL

for the sum of One Hundred forty-eight and 71/100 (\$148.71) Dollars besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that Ernest Sherman, Individually and doing business as SHERMAN'S DAIRY, Summerdale, Alabama supposed to be indebted to or have effects of the said Raymond Hall in his possession, or under his control, and that he believes process of Garnishment against said Raymond Hall is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 1st

day of Aug

A. D. 1963

Alice J. Duck
Clerk.

John V. Duck

NO. _____

CIRCUIT COURT

SECURITIES CREDIT CO.

VS.

RAYMOND HALL

AFFIDAVIT Garnishment on Judgment

Filed this 8 - 1 - 63 day of

, 19

W. J. French
Clerk.

State of Alabama
BALDWIN COUNTY

TO RAYMOND HALL, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of

SECURITIES CREDIT CO. INC., a Corp., Plaintiff,

versus Raymond Hall, Defendant,

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

Ernest Sherman, Individually and d/b/a as SHERMAN'S DIARY

has been named as Garnishee.

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

day of Aug, 1963.

Alice J. Allen
Clerk of the Circuit Court.

53114

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO
SECURITIES CREDIT CO.

Plaintiff.....

VS.

RAYMOND HALL

Defendant.....

Received 1 day of Aug 1963
and on 2nd day of Aug 1963

I served a copy of the within Notice
on Raymond Hall

By service on

TAYLOR WILKINS, Sheriff
By Deputy Sheriff D. S.
S. Duke

Sheriff claims 60 miles at
Ten Cents per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff

BY DEPUTY SHERIFF

Summedale, Ala.
April 11, 1964

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

Dear Mrs. Duck -

I am enclosing a check for \$7.00, as garnishment,
collected from Raymond Hall. He only worked for me
4 days in March and I haven't seen or heard from
him since. I have been told that he is sick.

I really do not believe that Raymond intends
to come back here to work.

Good luck to you in the coming election!

Sincerely,
Ernest Sherron

FILED
APR 13 1964
ALICE J. DUCK, CLERK
REGISTER

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 January Term, 1963, of the Circuit Court of Baldwin County,
to-wit: On the 10th day of January, 1963, being a regular day of
said term, SECURITIES Credit Co. Inc. a Corporation

recovered judgment against Raymond Hall

for the sum of One Hundred forty-eight and 71/100 Dollars, and cost of suit,
and affidavit having been made by John V. Duck, Attorney
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

ERNEST SHERMAN, Individually and d/b/a SHERMAN'S DAIRY,
Summerdale, Alabama

has or is believed to have in his possession, or under his control money
or effects belonging to said defendant or that he 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 Ernest Sherman

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 Aug A. D. 1963,
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 his answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer was indebted to said defendant
and whether he 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 he has not in his possession or under his control money or
effects belonging to the defendant Raymond Hall

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

Witness, ALICE J. DUCK, Clerk of said Court, this 1 day of Aug, A. D., 1963
Issued 1 day of Aug, A. D., 1963

ATTEST:

Alice J. Duck, Clerk.

70531 1/2

Received 1 day of Aug 1963
d on 2 day of Aug 1963
served a copy of the within Gain.
Ernest Shuman
service on _____

TAYLOR WILKINS, Sheriff
By Ernest Shuman
5 dols
Sheriff claims 60 miles at
Ten Cents per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
BY _____ DEPUTY SHERIFF

Circuit Court, Baldwin County

No. 531 1/2

Securities Credit
VS. } Garnishment On Judgment
Raymond Hall

Issued 1 day of Aug 1963

Returnable _____ day of _____ 19____

Attorney

AFFIDAVIT

STATE OF ALABAMA

BALDWIN COUNTY

I, Raymond Hall, a resident of the State and County aforesaid, do hereby make and file this my declaration in writing, under oath, that I have claimed and do claim and set apart as being exempt from levy, seizure, or sale under execution or other process for the collection of debts, the following described property owned by me, to-wit:

all wages due or to become due;

all personal wearing apparel,

all of a total value not exceeding ONE THOUSAND (\$1,000.00) DOLLARS, and not more.

Raymond Hall

Sworn to and subscribed before me this the 26th day of August, 1963.

Kenneth Coon
Notary Public, State at Large,
State of Alabama

The foregoing AFFIDAVIT file pursuant to the provisions of Title 7, Chapter 13, Article 1, Section 624 to 632, Code of Alabama R^ecompiled, 1958.

Raymond Hall