

COMPLAINT

Jerry Hance,
Plaintiff

Vs.

Frank L. Norris III,
Defendant

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA

AT LAW

NO. 5526

I

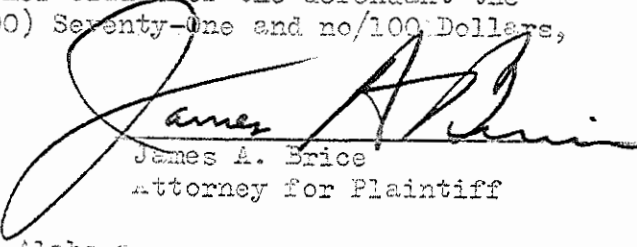
The plaintiff claims of the defendant the sum of Three Hundred Fifty-Six and 27/100 (\$356.27) Dollars, due by promissory note made by the defendant on 1st day of November, 1959, and payable on the 1st day of May, 1960, with interest from the 1st day of November, 1959, at the rate of six (6%) per annum.

II.

The plaintiff claims of the defendant the sum of Three Hundred Fifty-Six and 27/100 (\$356.27) Dollars, due by promissory note made by the defendant on the 1st day of November, 1959, and payable on the 1st day of May, 1960, with interest from the 1st day of November, 1959, at the rate of six (6%) per annum.

Plaintiff avers that in and by the terms of said note the defendant waived all right to exemption under the constitution and laws of the State of Alabama, and of this waiver Plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, the plaintiff further claims of the defendant the further and additional sum of (\$71.00) Seventy-One and no/100 Dollars, as such reasonable attorney's fee.


James A. Brice
Attorney for Plaintiff

The defendant lives at Summerdale, Alabama.

FILED

MAR 25 1960

MADE I DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.-----

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Frank L. Norris III

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-----

Frank L. Norris III-----, Defendant--

by Jerry Hance-----

-----, Plaintiff--

Witness my hand this 28 day of March 1963

Alfred Luck-----, Clerk

Enl-4-10-63

No. 551-6

Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

Jerry Hance

Plaintiff

vs.

Frank L. Norris III

Defendant

Summons and Complaint

Filed

FILED

MAR 28 1983

19

CLERK
REGISTER

Clerk

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Summerdale, Alabama

Received In Office

March 28 1983

Sheriff

I have executed this summons

this

4-10

19

by leaving a copy with

Frank L. Norris III

Sheriff claims

84

miles at

Ten Cents per mile Total \$ 8.40.

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins Sheriff

Charles Brice Deputy Sheriff

Magnolia Springs

JERRY HANCE

PLAINTIFF

VS

FRANK L. NORRIS III

DEFENDANT

BALDWIN OIL MILLS, INC.

GARNISHEE

TO ANY LAWFUL OFFICER OF SAID COUNTY:

You are hereby commanded to notify Frank L. Norris III that on the 5 day of Nov 1963, a Writ of Garnishment in the above stated case was issued to Baldwin Oil Mills, Inc., a corporation, as Garnishee.

And you will return this Writ according to law.

WITNESS my hand this 5 day of Nov, 1963.

64-11-8-63

Alice J. Duck
Mrs. Alice J. Duck
Circuit Clerk

196

Received in this office the _____ day of _____, 1963.

Officer

Executed by serving a copy of the within writ on the _____ day of _____, 1963.

Officer

NO. 5526 1/2

Serry Hance
Frank L. Norris III

Baldwin Oil Mills
Garnishee.

TO THE TOWN CLERK OF THIS COUNTY:

and above stated case was heard to Baldwin Oil Mills, Inc., a corporation,
for the purpose of determining the right of ownership in
the same.

Notice

and you will receive this with according to law.

you of 1963.

Received in this office the 2nd day of 1963.

1963.
Executed by serving a copy of the within writ on the 2nd day of

DEPT. OF

DEPT. OF

CLERK OF
MRS. WILSON A. DICK

1963

DEPT. OF

TAYLOR WILKINS Sheriff

By *[Signature]* D.S.

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20.

TAYLOR WILKINS, Sheriff
BY *Carline children*
DEPUTY SHERIFF

JAMES A. BRICE

ATTORNEY AT LAW
FOLEY, ALABAMA

P.O. Box 298

WHITEHALL 3-3601

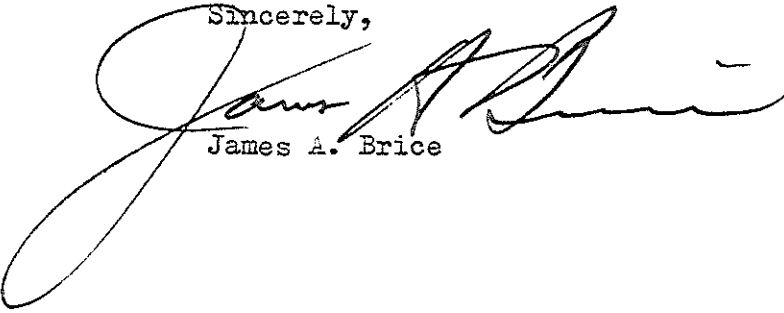
November 4, 1963

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

Dear Mrs. Duck,

Enclosed is a Writ of Garnishment in the matter of
Jerry Hance Vs. Frank L. Norris III.

Sincerely,


James A. Brice

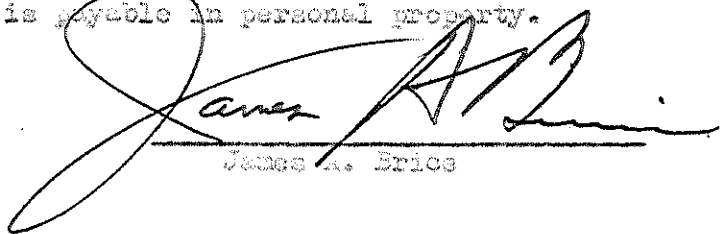
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AFFIDAVIT ON JUDGMENT

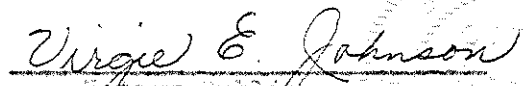
STATE OF ALABAMA)

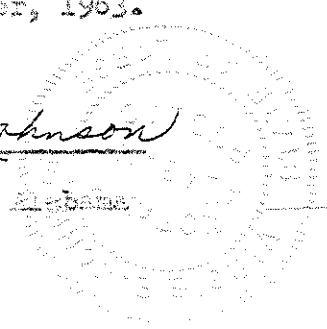
COUNTY OF BALDWIN)

Personally appeared before me, a Notary Public in and for said State and County, James A. Brice, who being duly sworn, deposes and saith that Jerry Hance, on the 21st day of May, 1963, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against Frank L. Morris III for the sum of Five Hundred Seven and no/100(\$507.00) Dollars, and the further sum of Twenty-Four and 90/100(\$24.90) Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Baldwin Oil Mills, Inc., a corporation, has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or it is liable 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.


James A. Brice

Sworn to and subscribed before me on this 4th day of November, 1963.


Notary Public
Baldwin County, Alabama



GARNISHMENT ON JUDGMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 5526

TO ANY LAWFUL OFFICER OF SAID COUNTY**GREETING:

WHEREAS, on the 21 day of May, 1963, being a regular day of said court, Jerry Hance recovered judgment against Frank L. Norris, III, for the sum of Five Hundred Seven and no/100(\$507.00)Dollars, and cost of suit, Twenty-Four and 90/100(\$24.90)Dollars, and affidavit having been made by James A. Brice, that process of garnishment is believed to be necessary to obtain satisfaction of such judgment, and that the following named company, vis: Baldwin Oil Mills, Inc., a corporation, 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 him, 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 Baldwin Oil Mills, Inc., a corporation, to be and appear before the Circuit Court for Baldwin County, Alabama, at the Court House thereof, in the City of Bay Minette, on the day of within 30 days, 1963, then and there to be and answer on oath, whether at the time of the service of the garnishment, or at the time of making its answer, or at any time intervening the time of serving 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 is liable to the defendant 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, Frank L. Norris, III.

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

Witness, Alice J. Duck, Circuit Clerk, this 5 day of Nov, 1963.

ISSUED 5 day of Nov, 1963.

Ed-11-6-63

Alice J. Duck
Circuit Clerk

Jerry Hance

vs

Frank L. Norris III

Baldwin

Oil Mills
Garnishe

Received 5 day of Nov 1923
and on 16 day of Mar 1923

I served a copy of the within on Baldwin Oil Mills

By service of Ed Lewis

TAYLOR WILKINS Sheriff

By [Signature]

72

Sheriff claims 72 miles at
Ten Cents per mile Total
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

in personal property.
he dispatched by the delivery of personal property or which he believes
of personal property, or on a contract for the delivery of money which
to said defendant or to be liable to him, on a contract for the delivery
belonging to said defendant, or that it is, or is believed to be, indebted
believed to have in its possession, or under its control money or effects
named company, viz: Baldwin Oil Mills, Inc., a corporation, was or is
necessary to obtain satisfaction of such judgment, and that the following
been made by James A. Price, that process of garnishment is believed to be
cost of said process and 20% (20%) of the amount of the judgment, and
for the sum of five hundred and no/100 (\$500.00) dollars, and
said court, by its order, recovered judgment against Frank L. Norris,
on the 28 day of Feb. 1923, paid a receiver and

defendant, Frank L. Norris, III.
in its possession or under its control money or effects belonging to the
property, or which is payable in personal property, and whether it has not
belonged or money which may be dispatched by the delivery of personal
liable to the defendant for the delivery of personal property, or for the
in a contract then existing, and whether he is indebted to said defendant
debent and whether it will not be indebted in future to said defendant
belonging to the defendant and making the same it was intended to said de-
time of making the same, or at any time intervening the time of
on said matter at the time of the service of the garnishment, or
of the 28 day of Feb. 1923, then and there to be and
of the 28 day of Feb. 1923, at the Court House thereof, in the City of Baldwin
incorporation, to be and appear before the Court to show for Baldwin
YOU ARE HEREBY COMMANDED TO SHOW UP before the Court on the 28 day of Feb. 1923

1923.
Witness: Vice & Clerk, Circuit Clerk, this 2 day of Mar 1923.
Herein fail not, and have you then and there this writ.

ISSUED 2 day of Mar 1923

1923-1-2-2
Circuit Clerk
[Signature]

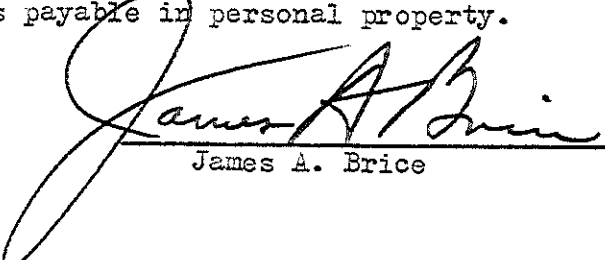
AFFIDAVIT ON JUDGMENT

552 6 1/4

STATE OF ALABAMA)

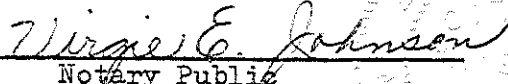
COUNTY OF BALDWIN)

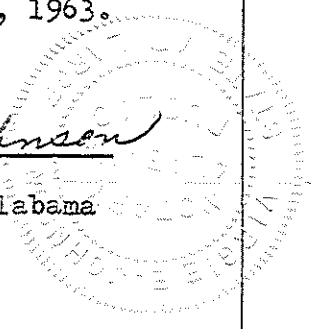
Personally appeared before me, a Notary Public in and for said State and County, James A. Brice, who being duly sworn, deposes and saith that Jerry Hance, on the 21st day of May, 1963, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against Frank L. Norris III for the sum of Five Hundred Seven and no/100(\$507.00) Dollars, and the further sum of Twenty-Four and 90/100(\$24.90)Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Baldwin Oil Mills, Inc., a corporation, has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or it is liable 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.


James A. Brice

Sworn to and subscribed before me on this 4th day of November, 1963.

FILED
NOV 5 1963
ALICE J. DUCK, CLERK
REGISTER


Notary Public
Baldwin County, Alabama



\$356.27

Foley, Alabama
November 1, 1959

Six months after date I, FRANK L. NORRIS III, with out grace
promise to pay to the order of JERRY HANCE, the sum of (\$356.27)
THREE HUNDRED FIFTY-SIX and 27/100----- DOLLARS
for value received, with interest at the rate of SIX PER CENT
(6%) per annum from date of this instrument until paid, payable at
THE FARMERS AND MERCHANTS BANK, Foley, Alabama.

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 states as to pesonal property and they each severally
agree to pay all costs of collecting or securing or attempting
to secure or collect this note including a reasonable attorney's
fee, whether the same be collected or secured by suit or other-
wise, and maker, endorser, surety or guarantor, of this note sev-
erally waives demand, presentment, protest, notice of protest,
suit or/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.

Frank L. Norris III

Due May 1, 1960

John A. McLeod - 11/18/59
WITNESS



NOTE-D-GRAM

© THE DRAWING BOARD • BOX 305 • DALLAS, TEXAS

JAMES A. BRICE

ATTORNEY AT LAW

BOX 298 • FOLEY, ALABAMA • WH 3-3601

MESSAGE

REPLY

TO Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

DATE December 30, 1963

Dear Mrs. Duck:

The enclosed note should be in the
file, No. 5526, Hance vs Norris.

James A. Brice

DATE

SIGNED

INSTRUCTIONS TO SENDER:

INSTRUCTIONS TO RECEIVER:

1. KEEP YELLOW COPY. 2. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

1. WRITE REPLY. 2. DETACH STUD, KEEP PINK COPY, RETURN WHITE COPY TO SENDER.