

State of Alabama
Baldwin County

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Rabon Davis to appear and plead, answer or demur within thirty days to the Bill of Complaint filed in the Circuit Court of said County by Myrl E. Jordan as Plaintiff and against Rabon Davis as Defendant.

Witness my hand, this 18 day of June, 1963.

Alice I. Duck
Clerk

Myrl E. Jordan

Plaintiff

Vs

Rabon Davis

Defendant

In the Circuit Court of
Baldwin County, Alabama
At Law. No. 5606

The Plaintiff claims of the Defendant Two hundred eighty dollars, the balance due by promissory waive note made by him and endorsed by the Plaintiff, on to wit October 22, 1962, to the First National Bank of Bay Minette, Alabama. Defendant quit paying on said note, which provided that the entire amount would be due and payable, if any installment was not paid at the time specified. The Plaintiff had to finish paying said note and said note was assigned to him for collection. Said note provided that the Defendant would pay all costs of collecting it. Said amount specified, with the interest thereon is now due and unpaid.

Robert H. Hickey
Attorney for the Plaintiff

FILED

JUN 18 1963

ALICE I. DUCK, CLERK
REGISTER

E-4-6-27-63

5606

Myrl E. Jordan
Plaintiff
Vs
Rabon Davis
Defendant

Received 19 day of June 1963
and on 27 day of June 1963
I served a copy of the within doc
on Rabon Davis
By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Zalkin D. S.
June 1

Summons and Complaint

Defendant can be served
at
516 Byrne Street
Bay Minette, Ala.

MOTION FOR JUDGMENT BY DEFAULT

STATE OF ALABAMA

IN THE

Circuit

COURT

Baldwin

COUNTY

CASE No. _____

Myrl E. Jordan

, PLAINTIFF

VS

Robert Davis

, DEFENDANT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendant upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendant on the 27th day of

June, 1963.

2. The Defendant has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.

3. More than thirty days has lapsed since said service.

Reuben F. McIndoo
Attorney

AMOUNT OF JUDGMENT \$ 140.00

Other Costs And
ATTORNEY'S FEE \$ 140.00

INTEREST \$ _____

TOTAL \$ 280.00

Dep. RCS 70.00

Prin. 596.00

STATE OF ALABAMA, BALDWIN COUNTY

Int. 60.00

\$ 675.00

516 Byrne St.
Bay Minette, Ala.

Ins.-Rec. Fee 17.00-2.00

POST OFFICE

BAY MINETTE, ALABAMA

October 22, 1962

19

On or before Each 20th next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Ala.

bama, or order, at their main banking house in Bay Minette, Alabama,

Six hundred seventy-five and no/100----- DOLLARS
in 15 installments of \$45.00 each, and-----installment of \$-----, the first installment due November 20, 1962 after datehereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 15 installments with interest on each installment from maturity at 8% per annum.

In the event of death, insolvency, assignment by, judgment against, filing of petition in bankruptcy by or against, or issuance of writ of garnishment or attachment against the property of the undersigned, or on the happening of any one or more of the above events, the payee may, at its option, declare the amount of indebtedness immediately due and payable, and proceed to collect the same in any lawful manner. No delay shall waive the right to make the same.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, severally waive as to this debt, or any extension or renewal thereof, all rights of exemption under the Constitution of the State of Alabama, and under all laws thereof, and as to any other state where proceedings may be instituted, as to personal property, and they severally agree to pay all costs of collecting the same, including a reasonable attorney's fee, whether by suit or by foreclosure. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, and severally agree that time of payment may be extended, or renewal note taken, or other indulgence granted, without notice or consent to such action, and without release of liability.

If any installment of this note is not paid at the time and place specified herein, the entire amount unpaid shall be due and payable immediately at the election of the holder of this note, but failure of the holder to take advantage of such default does not operate as a waiver of any subsequent default.

And to secure the payment of the above amount and all and any future advances or renewals hereof, the undersigned do hereby grant, bargain, sell and convey to the said First National Bank of Bay Minette the following property belonging to the undersigned, and warranted to be free from any encumbrance: All of our livestock and its increase; all farming implements, tractors and other equipment; all of our household goods and kitchen furniture; all agricultural crops of every kind and description growing, or grown, by the undersigned during the year 1962-63 on any lands, wherever situated, of the personal property of the undersigned, whether in possession, reversion or remainder. A portion of the property so hereby conveyed, but not limiting the above, is more specifically described as follows:

I certify that this instrument was filed on

1956 Ford 4-Dr. Custom 6 Cylinder, Serial #A6DGL10841

OCT 30 1962

and that no tax was collected. Recorded in

Book 425Page 254

Judge of Probate

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the acceleration as above herein provided, the First National Bank of Bay Minette, its agents or assigns, may seize the property herein conveyed and sell the same at private sale, or at public sale, and if at public sale, then to the highest bidder for cash at such place as it may desire, after first giving notice of such sale by posting at the Courthouse Door in Bay Minette, Alabama, for ten days, of the terms, place and time of said sale. The proceeds of such sale shall be applied first to the expense of seizure and sale, including a reasonable attorney's fee, second to the payment of the debt, and if there be any balance, then to the maker hereof.

Witness my/our hand(s) and seal, this the 22 day of October, 1962
Attest: emp: Standard Furn. (937-8830)Rabon Davis (L. S.)Myrl E. Jordan (L. S.)Mr. Rabon Davis
Mr. Myrl Jordan 47

35458

20-206-251

BOOK
A05
PAGE 254

Myrl E. Jordan

Plaintiff

Vs

~~xxxxxx Bell d/b/a Bell~~

Rabon Davis

Defendant

E. P. Bell d/b/a Bell
Insurance and Real Estate

Garnishee

In the Circuit Court of
Baldwin County, Alabama
At Law. No. _____

Now comes the Plaintiff and shows unto this Honorable Court that the answer of the Garnishee heretofore filed in this cause is defective, in that;

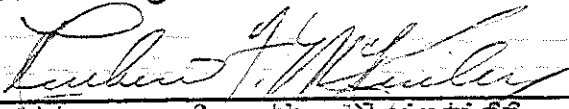
1.

the answer does not show that the Garnishee will not be indebted to the Defendant by a contract now existing between them, as required by Section 999 of Title 7, 1940 Code of Alabama.

2.

the Garnishee attempts to set off an alleged debt due him by the Plaintiff. This cannot be done, as shown in cases cited under Section 1020, Title 7, 1940 Code of Alabama.

Whereupon, the Plaintiff moves this Honorable Court to require the Garnishee to answer the Garnishment orally before the Court and upon a conclusion thereof, to grant him a judgment Nisi against the Garnishee for the amount of said Judgment against the Defendant and costs of these proceedings.


Attorney for the Plaintiff

FILED
OCT 7 1933
ALICE L. DUCK, CLERK
REGISTER

For value received I hereby guarantee the collection and payment of the within note, mortgage, including reasonable attorney's fees, and waive my right of exemption of this or any other State. I also consent to any extension of time of payment or any renewal of this note, mortgage, and waive demand, protest and non payment thereof.

For value received, we hereby sell, assign and transfer our interest in the within note to Myrl Jordan, without recourse.

FIRST NATIONAL BANK OF BAY MINETTE

By: Ray C. Stephens

R-\$1.15

FIRST NATIONAL BANK
BAY MINETTE, ALA.

560621
Myrl E. Jordan
Plaintiff

Vs

Rabon Davis

Defendant

E. P. Bell d/b/a Bell
Insurance and Real Estate
Garnishee

Motion to require Garnishee
to answer orally.

FILED

OCT 7 1983

ALICE J. DICK CLERK
REGISTER

MYRL E. JORDAN

Plaintiff

VS

RABON DAVIS

Defendant

E. P. BELL d/b/a BELL
INSURANCE AND REAL ESTATE

Garnishee

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

ANSWER OF GARNISHEE

Comes now E. P. Bell, d/b/a Bell Insurance and Real Estate and for answer to the writ of garnishment in the above styled cause says as follows:

1. That he is not indebted to Rabon Davis, the Defendant and was not so indebted at the time of the service of writ of garnishment.

2. Garnishee further shows to the Court that the said Plaintiff, Myrl E. Jordan, is indebted to the Garnishee in the amount of THREE-HUNDRED, TWENTY-FIVE and NO/100 (\$325.00) DOLLARS.

E. P. Bell

STATE OF ALABAMA

BALDWIN COUNTY

Before me, W. L. Hays, a Notary Public in and for said State and County, personally appeared E. P. Bell d/b/a Bell Insurance and Real Estate, the Garnishee in the above styled cause who, being known to me and being duly sworn deposes and says:

I have read the foregoing answer in its entirety and know it to be true and correct.

E. P. Bell

Sworn to and subscribed before me on this the 27th day of September, 1963.

W. L. Hays
Notary Public,

FILED

SEP 27 1963

ALICE L. DUCK, CLERK
REGISTER

THE STATE OF ALABAMA,
BALDWIN COUNTY

#560672
CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid Myrl E. Jordan

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

of the Circuit Court of Baldwin County, to-wit: on the 3rd day of August

1963, Myrl E. Jordan

recovered a judgment against Robert Davis

for the sum of

Two Hundred Eighty and 00/100 - - - - - Dollars

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

E. P. Bell d/b/a Bell Insurance and Real Estate

LS

supposed to be indebted to or have effects of the said Robert Davis

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

Garnishment against said Robert Davis

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 3

day of Sept A. D. 1963

Alice J. Duck

Myrl E. Jordan

Clerk.

State of Alabama

BALDWIN COUNTY

TO Rabon Davis , Defendant.....:

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

Myrl E. Jordan

Plaintiff.....

versus Rabon Davis

Defendant.....

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

.....E.P. Bell, d/b/a Bell Insurance and Real Estate.....

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 4th
day ofSeptember....., 19463...

Clerk of the Circuit Court.

EX- 9-10-63

ceived 4 day of Sept 1963
 on 19 day of Sept 1963
 erved a copy of the within Notice
Rabon Davis

service on _____

TAYLOR WILKINS, Sheriff
 By W. L. Talbot D. S.

om

NOTICE
TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO
RABON DAVIS,
 Defendant.....

MYRL E. JORDAN.....

Plaintiff.....

VS.

RABON DAVIS.....

Defendant.....

R. McKinley, Atty.

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 3rd day of August, 1963, being a regular day of
said term, Myrl E. Jordan

recovered judgment against Rabon Davis

for the sum of Two Hundred Eighty and no/100 - - - - Dollars, and cost of suit,
and affidavit having been made by Myrl E. Jordan
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

E.P. Bell, d/b/a Bell Insurance and Real Estate

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant Rabon Davis 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 E.P. Bell, d/b/a Bell Insurance
and Real Estate

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, within 30 days from the service hereof, ~~on the~~ ~~Monday~~ ~~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 its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer it was indebted to said defendant
Rabon Davis and whether it will not be indebted in future to said defendant
Rabon Davis 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 Rabon Davis

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

Witness, ALICE J. DUCK, Clerk of said Court, this 4th day of September, A. D., 1963.

Issued 4th day of September A. D., 19 63.

ATTEST:

64-9-6-63

Alice J. Duck, Clerk.

Served 4 day of Sept 1963
on 6 day of Sept 1963
Served a copy of the within Sam.
P. Bell

Service on _____

TAYLOR WILKINS, Sheriff
By W. A. Talbert D. S.
omi

Circuit Court, Baldwin County

No. 5606 1/2

Myrl E. Jordan

VS. } Garnishment On Judgment

Rabon Davis

Issued 4th day of Sept. 1963

Returnable _____ day of _____ 19____

R. McKinley
Attorney