

JAMES A. BRICE

ATTORNEY AT LAW
FOLEY, ALABAMA

P.O. Box 298

WHITEHALL 3-3601

August 12, 1963

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

Re: State Bank of Elberta
Vs: Leroy Stabler
At Law No. 5623

Dear Mrs. Duck:

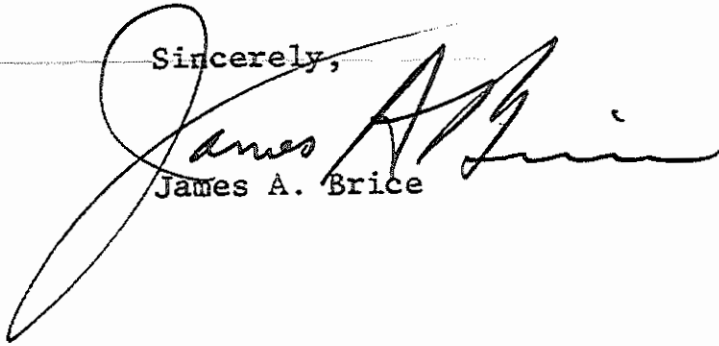
According to my records, defendant was served on July 9, 1963 and plaintiff is now entitled to judgment by default.

Kindly place the file before Judge Hall and request that he enter judgment by default for plaintiff for \$526.65 principal, \$10.53 interest, and \$100.00 attorney's fee as provided by the note, for a total of \$637.18.

The promissory note upon which the suit is based is herewith enclosed. Kindly send me a certificate of judgment.

Thank you.

Sincerely,


James A. Brice

JAB:j
Enclosure

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 Leroy Stabler

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 -----

Leroy Stabler-----, Defendant-----

by -----

State Bank of Elberta, a state banking corporation-----, Plaintiff-----

Witness my hand this ----- day of July 19 67

Cliff J. Aluck-----, Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

State Bank of Elberta, a
state banking corporation

Plaintiffs

vs.

Leroy Stabler

Defendants

Summons and Complaint

Filed _____ 19____

FILED

JUL 8 1963

Clerk

**ALICE J. DUCK, CLERK
REGISTER**

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Magnolia Springs, Alabama

Received In Office

July 8, 1963

Sheriff.

I have executed this summons

this July 8 1963

by leaving a copy with

Leroy Stabler

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY C. Childress
DEPUTY SHERIFF

Sheriff.

Deputy Sheriff.

STATE BANK OF ELBERTA, a state
banking corporation

PLAINTIFF

VS

LEROY STABLER,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COMPLAINT

The Plaintiff claims of the defendant the sum of Five Hundred Twenty-six and 65/100 (\$526.65) dollars, due by promissory note made by the Defendant on the 17th day of September 1962, and payable on the 15th day of May 1963, with interest from the 15th day of May 1963, at the rate of eight (8%) per cent 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 the 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, and the Plaintiff further claims of the Defendant the further and additional sum of One Hundred (\$100.00) Dollars as such reasonable attorney's fee.


Attorney for Plaintiff

GARNISHMENT ON JUDGMENT

STATE OF ALABAMA
COUNTY OF BALDWIN

} IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 5623½

TO ANY LAWFUL OFFICER OF SAID COUNTY--GREETING:

WHEREAS, on the 15th day of August 1963, being a regular day of said court, State Bank of Elberta recovered judgment against Leroy Stabler for the sum of Six Hundred Thirty Seven and 18/100 Dollars (\$637.18), and cost of suit, Twenty-three and 70/100 Dollars (\$23.70), 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 person or corporation, viz: Klumpp Chevrolet Company, Inc., has or is believed to have it 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 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 Klumpp Chevrolet Company, Inc., a corporation, to be and appear before the Circuit Court for Baldwin County, Alabama, on the _____ day of _____ 1963, then and there 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 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 said defendant for the delivery of personal property, or for the payment of meony 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 Leroy Stabler.

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

WITNESS, Alice J. Duck, Circuit Clerk, this 21 day of

Oct 1963.

ISSUED 21 day of Oct 1963.

ATTEST:

Alice J. Duck
Circuit Clerk

64-10-23-63

red 21 day of Oct 1963
n 23 day of Oct 1963

562 3/4

ed a copy of the within Blam
Klump Klump
Chevrolet
vice on Samuel Jacobson
(owner)

State Bank of Alberta

US

Leroy Stabler

Klump Chevrolet Co
Garnet Co

TAYLOR WILKINS, Sheriff
By Jim Eastman D.S.

Sheriff claims _____ miles at
Ten Cents per mile Total \$ 74.40
TAYLOR WILKINS, Sheriff
BY Jim Eastman 7.20
DEPUTY SHERIFF

350

JAMES A. BRICE
ATTORNEY AT LAW
BOX 298 • FOLEY, ALABAMA • WH3-3601

M E S S A G E

R E P L Y

TO

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

DATE November 27, 1963

Re: State Bank of Elberta
Vs: Leroy Stabler

On the 19th of October, I mailed writ of
garnishment in the above case to be
served on Klumpp Chevrolet Company as
Garnishee.

Please advise whether service has
been accomplished.

BY

DATE

served Klumpp.
Chevrolet - Oct 23, 1963

served - Dept - Oct 23, 1963

SIGNED

RECIPIENT KEEP THIS COPY, RETURN WHITE COPY TO SENDER

AFFIDAVIT ON JUDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

215579
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 the State Bank of Elberta, on the 15th day of August 1963, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against Leroy Stabler for the sum of Six Hundred Thirty Seven and 18/100 Dollars (\$637.18) and the further sum of Twenty-three and 70/100 Dollars (\$23.70) cost of suit, and that he believes the process of Garnishment is necessary to obtain satisfaction of said judgment, and that Klumpp Chevrolet Company, 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 this 19th day of October 1963.

FILED

OCT 21 1963

ALICE L. DUCK, CLERK
REGISTERED


Virgie E. Johnson
Notary Public
Baldwin County, Alabama


AFFIDAVIT ON JUDGMENT

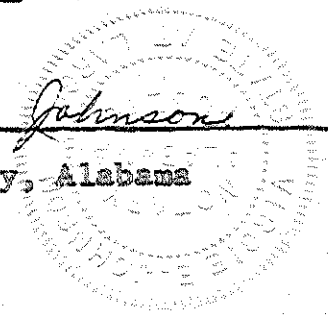
STATE OF ALABAMA)
COUNTY OF BALDWIN)

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 the State Bank of Elberta, on the 15th day of August 1963, in the Circuit Court of Baldwin County, Alabama, recovered a judgment against Leroy Stabler for the sum of Six Hundred Thirty Seven and 18/100 Dollars (\$637.18) and the further sum of Twenty-three and 70/100 Dollars (\$23.70) cost of suit, and that he believes the process of Garnishment is necessary to obtain satisfaction of said judgment, and that Klumpp Chevrolet Company, 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 this 19th day of October 1963.


Notary Public
Baldwin County, Alabama



STATE BANK OF ELBERTA, a State
Banking Corporation,

PLAINTIFF

VS

LEROY STABLER,

DEFENDANT

KLUMPP CHEVROLET COMPANY, INC..

GARNISHEE

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. 5623 1/2

TO ANY LAWFUL OFFICER OF SAID COUNTY:

You are hereby commanded to notify Leroy Stabler that on
the 21 day of Oct 1963, a Writ of Garnishment
in the above stated case was issued to Klumpp Chevrolet Company,
Inc., a corporation, as Garnishee.

And you will return this Writ according to law.

WITNESS my hand this 21 day of Oct 1963.

Cliff J. Duck
Circuit Clerk

Received in this office the _____ day of _____
1963.

Officer

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

64-10-23-63

Officer

NO 662-3/2

Received 21 day of Oct 1903
23 day of Oct 1903
of the within Notice
Leroy Stabler
service on Same
BY J. M. Easton
Joley
72
744 miles at 7.20
Sheriff claims
Ten Cents per mile Total \$ 14.40
TAYLOR WILKINS, Sheriff
BY J. M. Easton
DEPUTY SHERIFF

AT LAW, NO. 2053
BUTLER COUNTY, ALABAMA
IN THE CIRCUIT COURT OF

TO THE TARRANT OFFICE OF THE COUNTY:

State Bank of Elberta
US
Leroy Stabler
the above stated case was referred to Kinship Chevrolet Company
for the purpose of commencing to notify Leroy Stabler that on
Notice
1903, a wife of Garrettsburg
Circuit Clerk
J. M. Easton

Received in this office the day of 1903

Executed by serving a copy of the within writ on the
day of 1903
OFFICER
J. M. Easton

STATE BANK OF ELBERTA,
Plaintiff

VS

LEROY STABLER AND
KLUMPP CHEVROLET CO., GARNISHEE)
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW, NO. 5623½

WITHDRAWAL OF APPEARANCE

Now comes James A. Brice, attorney of record for the plaintiff, and with leave first had and obtained, withdraws his appearance as such, for good and sufficient reasons.



James A. Brice

cc: State Bank of Elberta

cc: Mr. Leroy Stabler

FILED

17-8-64

WELLS, FARGO & CO.

\$842.64

08810

Elberta, Alabama, September 17, 1962

Payable \$105.33 monthly beginning 10/15/62

after date, without grace, I or We

promise to pay to the order of STATE BANK OF ELBERTA, Elberta, Ala.,

Eight Hundred Forty Two & 64/100

DOLLARS

for value received, with interest from maturity @ 8% per annum, until paid

Payable at the STATE BANK OF ELBERTA, Elberta, Alabama

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:

1954 Chevrolet Pick-up, Motor #02605254Y,

1-6 or 12 volt battery charger,

1- Black & Decker bench grinder,

All shop hand tools in my shop in Foley, Ala.

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

SEP 19 1962

400

447

Judge of Probate

By

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, or should the said payee for any reason, or no reason deem the debt, or debts, secured hereby to be insecure, 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 Elberta, Alabama, or on the premises, after advertising the same for one day, by posting one written notice at Elberta, Alabama, 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. And I, or we, shall keep said property insured against fire, theft and collision or other physical loss and in such amount as required by payee or assigns, and payee may at its election place said insurance at makers expense who shall be charged the face or initial premium thereon; and the proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise may be applied toward the replacement of the property or payment of this obligation at the option of the payee; if the maker is unable to obtain insurance coverage satisfactory to the payee, the maker agrees that the payee or assigns may treat this contract as in default and pursue its remedies hereunder. 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, presentment, 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, grantor, or any one of them.

ATTEST:

Charles Koehler, Jr.
Edith D. Warr

Leroy Stabler (L. S.)

Leroy Stabler, Foley, Ala.

BOOK

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