

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P.O. DRAWER 190

AREA CODE 205 - PHONE WH 3-2201

FOLEY, ALABAMA 36535

February 22, 1964

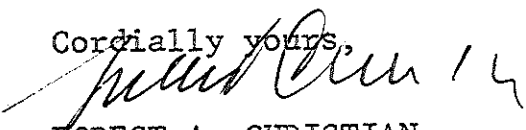
Honorable H. M. Hall
Judge of Circuit Court
Bay Minette, Alabama

Re: Farmers & Merchants Bank
Vs: Jessie McConner
Case No. 5899
Filed: 1-21-64
Service: 1-22-64

Dear Judge Hall:

Kindly render a judgment in the claim mentioned
about in the amount of \$315 on a promissory waive
note.

Cordially yours,


FOREST A. CHRISTIAN

ORIGINAL
NEGOTIABLE

No. _____

\$ 529.00 5/11/1963 19

For value received the undersigned, jointly and severally, promise to pay to the order of

New Deal Motor Co. Foley, Ala.

the sum of Five Hundred Twenty Nine & No/100 DOLLARS

Payable in 52 equal consecutive { weekly ☒ monthly ☐ semi-monthly ☐ } instalments of \$ 10.00 each and 1 equal

consecutive { weekly ☒ monthly ☐ semi-monthly ☐ } instalments of \$ 9.00 each, beginning 5/18/1963, 19 , at the

office of the New Deal Motor Co. Foley, Ala., with interest at 8 per cent per annum after maturity until paid, together with a reasonable attorney fee, if given after maturity to an attorney for collection.

THIS NOTE is given for part of purchase price of 1957 Oldsmobile 4 dr. 88 RAN AT

Motor No. 578M06497

Air Cond. Not Hooked up not working

30 Day 50-50 Guarantee on

Motor and Transmission

Jessie McConner (Seal)
Jessie McConner Purchaser Signs Here

Serial No. _____ By _____ Title _____

Street Address _____

Trade 53 Ford B3GG189521

Purchase price \$ 695 Less down payment of \$ 295 { Plus finance charge \$ 41.00 Plus insurance \$ 69.00 } Unpaid Balance due \$ 529.00
Life Ins. Co. Sales Tax 96.

It is expressly agreed that the title to and ownership of all afordescribed property shall be and remain in

New Deal Motor Co. Foley, Ala.

herein known as dealer, or assigns, until the full purchase price thereof shall be paid in cash; and said merchandise shall remain personal property and not become a part of the realty or of any personal property to which it may be attached. Undersigned agrees that if this agreement be assigned assignee's rights shall be independent of any claim by undersigned against you. In case of any default in the payment of any instalments due on this or either of said notes, or of any interest due or to become due thereon, the undersigned agrees to pay the dealer or assigns all costs of collection and in addition a reasonable attorney's fee if said note is given to an attorney for collection, and upon default in the payment of said note or notes or any instalment or any interest thereon the said note or notes shall be and become immediately due and payable in its or their entirety, and without notice the said dealer or assigns may retake the afordescribed property with or without legal process, and without being liable in any action therefor, and in any such event all payments theretofore made upon account of the said note or notes, or either of them, shall be retained by the said dealer or assigns and shall be deemed as compensation paid for by the use of said property by the maker or makers hereof. It is further expressly agreed that the said dealer or assigns may bring suit upon this or either of said notes, without waiving or affecting his, or their title to said property, and in that event or the event of any default where action be taken either by recovery of the property or other legal action, the said dealer, or assigns, shall have the right to recover in said suit or suits, in addition to the balance due on said note and all interest thereon, all cost of collection and reasonable attorney's fees and commissions for such collection. It is understood and agreed that all rights and remedies hereunder are cumulative and not alternative. All rights of exemption and homestead laws, are hereby waived by the undersigned. It is further agreed that no renewal of this or either of said notes or the taking of additional security therefor shall be held to affect the title to said property as herein reserved to said dealer, or assigns. The undersigned further agrees to take good care of said merchandise and to be responsible for its loss by fire, theft or other casualty, and not to remove said merchandise from the street address of the undersigned shown hereon unless written consent is first obtained of you and your assigns. After the maturity of the said note or notes, or either of them, the said dealer or assigns, shall have the right to insure and keep the afordescribed property insured in the sum of at least the aggregate amount remaining due upon all or any of the said notes, and the maker or makers hereof agree to pay in addition to all sums due hereunder and any other notes of the same series, the premiums due and to become due upon and under said policies of insurance, and said premium shall be a proper claim in any legal action taken to enforce collection of this note or any others of the same series, and the maker or makers hereof expressly agree to pay the same. It is further understood and agreed that no other agreement, guaranty or warranty, verbal or written, expressed or implied, shall limit or qualify the terms of this note and contract. Any part of this agreement contrary to the laws of this state shall not invalidate other parts of this agreement.

P. O. Address Foley, Del. Foley, Ala. Jessie McConner (Seal)
Jessie McConner Purchaser Sign Here

Witnesses: 1. _____ By _____ Title _____

2. _____

FOR VALUE RECEIVED, I, me, hereby sell, assign and transfer—with full recourse—to Farmers & Merchants Bank

its successors, and assigns, the above contract and all right, title and interest in and to the property therein described, and all rights and remedies thereunder, including the right to collect all instalments due and the right either in assignee's own behalf or in our name, to take all such proceedings, legal or otherwise, as we may have taken, save for this assignment; and warrant that the contract is genuine, enforceable, and the only contract executed for the equipment described therein; that all statements therein contained are true; that the equipment has been delivered and accepted; and warrant the payment when due of each sum payable thereunder, and the payment on demand of the entire unpaid balance in the event of non-payment by the customer of any sum at its due date or of any other default by the customer without first requiring assignee to proceed against said customer. We agree that assignee may audit our books and records relating to paper sold, and agree that without notice to us and without releasing our liability assignee may release any rights against and grant extensions of time of payment to the customer and we waive presentment and demand for payment, protest or notice of protest. We shall have no authority, without assignee's prior written consent, to vary or modify the terms of the contract.

WITNESSES: _____ David Golden (Seal)
_____ Dealer Sign Here

1. _____ By _____ Title _____

2. _____

Every endorser by endorsing this note waives presentment for payment, protest and notice of protest and non-payment.

WITH FULL RECOURSE

PAY TO THE ORDER OF

 (Seal)
DEALER SIGN HERE

TITLE

MARIANO - ATLANTA

259
1001
R. 50
Mr. 90
R. 1.20 -
2.65 -
Forrest A. Christman
P.O. Waverly, 190
Foley

SUMMONS

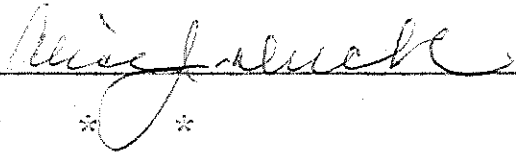
STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon JESSIE McCONNER 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, Alabama, at the place of holding same by FARMERS & MERCHANTS BANK, Foley, Alabama, assignee of DAVID GOLDEN.

Witness my hand this 21st day of January, 1964.



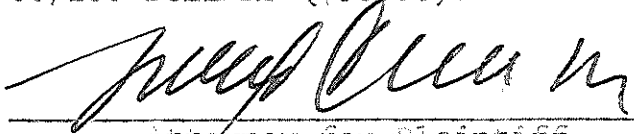
* * * * *

COMPLAINT

FARMERS & MERCHANTS BANK,	)	
Foley, Alabama, assignee	)	
of DAVID GOLDEN,	)	
	)	IN THE CIRCUIT COURT OF
PLAINTIFF,	)	
	)	BALDWIN COUNTY, ALABAMA
VS:	)	
	)	AT LAW
JESSIE Mc CONNER,	)	
	)	
DEFENDANT.	)	

The Plaintiff claims of the Defendant TWO HUNDRED FIFTY-NINE & 00/100 DOLLARS (\$259.00), due by promissory note made by him on the 11th day of May, 1963, and payable on the 14th day of December, 1964, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be FIFTY & 00/100 DOLLARS (\$50.00).



Attorney for Plaintiff

Defendant's Address:

Jessie Mc Conner
General Delivery
Foley, Alabama

64-1-22-64

FILED
JAN 21 1964
ALICE J. DUCK, CLERK
REGISTER

5899

SUMMONS

FARMERS & MERCHANTS BANK, Foley,
Alabama, assignee of David
Golden,

PLAINTIFF,

VS:

JESSIE Mc CONNER,

DEFENDANT.

Received 21 day of Jan. 1964
and on 22 day of Jan. 1964
served a copy of the within Summons
on Jessie Mc Conner
by service on _____

TAYLOR WILKINS, Sheriff

Carlie Childers

Stell

Sheriff claims 72 miles at
10 Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
by Carlie Childers
DEPUTY SHERIFF

FILED
JAN 22
1964
CLERK
ALBANY

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

WRIT ON JUDGMENT

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

Whereas FOREST A. CHRISTIAN has made the affidavit as required by law that FARMERS & MERCHANTS BANK, Foley, Alabama, assignee of DAVID GOLDEN, at the February 1964 Term of the Circuit Court of Baldwin County recovered a judgment against JESSIE MCCONNER for the sum of THREE HUNDRED FIFTEEN & 00/100 DOLLARS (\$315.00) and for the further sum of TWENTY-THREE & 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 it has or is believed to have in its possession or under its control, money or effects belonging to the Defendant, or that it has or is believed to be indebted to the 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.

These are therefore to command you, that you summon the said PEOPLES FERTILIZER COMPANY to be and appear at the next term of Circuit Court of Baldwin County to be holden for said County, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control any money or effects belonging to the Defendant; and whether it is indebted to said Defendant, or is liable to him on any contract for the payment of money or 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.

Witness ALICE J. DUCK, Clerk of said Court at office, this

21 day of April, 1964.

64-4-22-64

Alice J. Duck
Clerk of Circuit Court
Baldwin County, Alabama

No. 5899 1/2

WRIT ON JUDGMENT

Received 21 day of April 1904
and on 22 day of April 1904
I served a copy of the within Writ
on People's Fertilizer

By service on Jasper Buller
[Signature]
TAYLOR WILKINS, Sheriff
By [Signature]

Foley

Sheriff claims 72 miles at
Ten Cents per mile Total \$7.20
TAYLOR WILKINS, Sheriff
By Caroline Childers
DEPUTY SHERIFF

FARMERS & MERCHANTS BANK, Foley,
Alabama, assignee of DAVID GOLDEN,

PLAINTIFF,

VS:

JESSIE MCCONNER,

DEFENDANT.

FILED

APR 21 1904

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Peoples Fertilizer Company
International Minerals and Chemical Corp., Shareholders

HIGH GRADE FERTILIZERS

Mokey, Alabama

April 22, 1964

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

Dear Mrs. Duck:

We have this date received WRIT ON JUDGEMENT signed by yourself in favor of FARMERS AND MERCHANTS BANK, assignee of DAVID GOLDEN. We note the amount of the judgement plus the cost of suit to be a total of \$338.70. Would you please advise if there are any further charges to be added to this amount, and what percentage should be withheld from any monies due him if any are due.

Thank you for your prompt attention.

Yours very truly,

Peoples Fertilizer Company



L. E. Baker
Vice President

LEB:sjb

cc: Mr. Forest Christian

RELEASE OF GARNISHMENT

~~Circuit~~ Court of ~~Baldwin~~ County, Alabama

RE: ~~FARMERS AND MERCHANTS BANK, FOLEY, ALABAMA~~ assignee of ~~DAVID GOLDEN~~
vs. Plaintiff.

~~JESSIE McCONNEL~~

Defendant.

To: ~~Peoples Fertilizer Company~~

GARNISHEE

I, Alice J. Duck, Clerk of the ~~circuit~~ Court of ~~Baldwin~~ County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 2 day of November, 1964

797

CLERK.

NOTICE TO DEFENDANT

FARMERS & MERCHANTS BANK,
Foley, Alabama, assignee
DAVID GOLDEN,

PLAINTIFF,

VS:

JESSIE MCCONNER,

DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to notify JESSIE MCCONNER that on the ____ day of April, 1964, a writ of garnishment in the above stated case was issued to PEOPLES FERTILIZER COMPANY, Foley, Alabama, as garnishee.

And you will return this writ according to law.

Witness my hand this 21 day of April, 1964.

84-4-22-64

Reece L. Duck
Clerk

Received 21 day of April 1964
on 27 day of April 1964
served a copy of the within Notice
James M. Connor

service on _____
TAYLOR WALKINS Sheriff
By [Signature]
[Signature]

Sheriff's Claims
Ten Cents per mile from _____
by Constance Walker
Deputy Sheriff

James M. Connor
vs
James M. Connor

Notice
23.70

AFFIDAVIT OF JUDGMENT

STATE OF ALABAMA,)

BALDWIN COUNTY.)

Personally appeared before me, ALICE J. DUCK, Clerk of Circuit Court in and for said County FOREST A. CHRISTIAN, who being duly sworn, deposes and saith that the FARMERS & MERCHANTS BANK, Foley, Alabama, assignee of DAVID GOLDEN, at the February, 1964 Term of the Circuit Court of Baldwin County recovered a judgment against JESSIE MCCONNER for the sum of THREE HUNDRED FIFTEEN & 00/100 DOLLARS (\$315.00) and the further sum of TWENTY-THREE & 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 PEOPLES FERTILIZER COMPANY has or is believed to have in its possession or under its control, money or effects belonging to the Defendant, to that it has or is believed to be indebted to the Defendant, or its 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.


Forest A. Christian

Sworn to and subscribed before me

on this 11 day of April, 1964.


Clerk of Circuit Court
Baldwin County, Alabama

FILED

APR 21 1964

ALICE J. DUCK, CLERK
REGISTER

COPY

FOREST A. CHRISTIAN
ATTORNEY AT LAW
P. O. DRAWER 190
FOLEY, ALABAMA

AREA CODE 205
WH 3-2201

April 24, 1964

Mr. Louis Baker
Vice President
Peoples Fertilizer Company
Foley, Alabama

Re: Writ on Judgment
Farmers & Merchants Bank
assignee of David Golden

Dear Mr. Baker:

Title 7, Section 630, provides that seventy-five per cent of a laborers wages are exempt from garnishment and that the Garnishee which is you, "shall retain twenty-five per cent of the wages, salaries, or other compensation of the laborer or employee during such period of time as is necessary to accumulate a sum equal to the amount shown as due by the Court on the writ."

Since we know that this will take quite some time, I think that you should collect the \$338.70 and after that the Court will be able to inform you as to the additional Court costs involved.

Cordially yours,

FOREST A. CHRISTIAN
FOREST A. CHRISTIAN

FAC/ra

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

WRIT ON JUDGMENT

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

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These are therefore to command you, that you summon the said PEOPLES FERTILIZER COMPANY to be and appear at the next term of Circuit Court of Baldwin County to be holden for said County, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control any money or effects belonging to the Defendant; and whether it is indebted to said Defendant, or is liable to him on any contract for the payment of money or 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.

Witness ALICE J. DUCK, Clerk of said Court at office, this
day of April, 1964.

Clerk of Circuit Court
Baldwin County, Alabama

April 28, 1964

Mr. L.E. Baker
Vice President
Peoples Fertilizer Co.
Foley, Alabama

Dear Mr. Baker

Re: Farmers & Merchants Bank
assignee of David Golden
vs: Jessie McConner
Case No. 5899½

We have not had a return from the Sheriff's Office of the service
in the above style cause, therefore, we cannot make a cost bill until
we have said return.

We shall mail you a cost bill just as soon as we receive said
return.

Yours very truly,

Circuit Clerk.

AJD/eb

COPY