

AID LOAN SYSTEM INC.
A Corporation

Plaintiff

-VS-

CHARLES E. HADLEY and
MARGARET HADLEY,
jointly & individually

DEFENDANTS

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA

) AT LAW.
)

5906

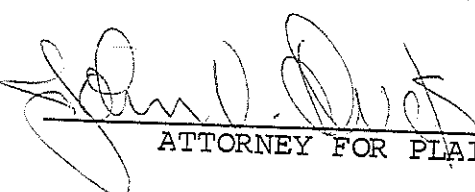
COUNT ONE:

Plaintiff claims of the Defendant the sum of EIGHT HUNDRED TWENTY-SEVEN and 30/100 DOLLARS (\$827.30) due by Promissory Note made by them on the 14th day of June, 1962, and payable in twenty-four (24) equal installments of Fifty-Eight Dollars(\$58.00).

That in and by the terms of said Note, the Defendants promised that in the event of a default of any one payment, the holder at its option could require the entire balance due and payable, and the Plaintiff now avers that the Defendants have defaulted, and claims the entire balance due and payable.

That in and by the terms of said Note, that in the event this Note was placed in the hands of an Attorney for collection, whether by suit or otherwise, that they would pay a reasonable Attorneys fee, and the Plaintiff now claims the further and additional sum of One Hundred Seventy Dollars (\$170.00) as a reasonable Attorneys fee.

That in and by the terms of said Note, the Defendants waived all benefit or relief from homestead exemptions and all other exemptions that they were entitled under the laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.


ATTORNEY FOR PLAINTIFF

Defts may be served at
Rt. 1, Loxley, Alabama
or At Woodhaven Dairy.

FILED

JAN 27 1964

ALICE I. DUCK CLERK
REGISTER

INSTALLMENT NOTE

\$ 1392⁰⁰ Mobil, Alabama, 6-14- 1962 No. 65A456

For value received, we, the signers, makers, endorsers, guarantors, sureties and each of us jointly and severally and in solido, promise to pay to the order of AID LOAN SYSTEM, INC. 64, or Bearer, at the office of 518 Conso

Mobil, Ala., the sum of One Thousand Three Hundred Twenty Two and 20/100 DOLLARS in 24 installments of \$ 58⁰⁰ each, and a final installment of \$ 0, on the 20th day of each and every month hereafter until paid, with interest after maturities at 8% per annum.

Failure to pay any installment of this note or to fulfill any of the obligations herein undertaken shall, at the option of the holder hereof, without demand or notice, mature all remaining installments; and the holders will have the right to enforce, by suit or otherwise, payment of the entire balance, with interest, costs and attorney's fees, due credit being given for unearned interest.

This note is secured by pledge and delivery of the securities or property, if any, mentioned on the reverse hereof, or attached hereto, or in list, receipt or assignment thereof attached hereto, and any securities or property that may be substituted therefor or added thereto and any and all securities or property that may have been or may subsequently be pledged to or come into possession of the holder or holders hereof.

The signers further promise, whenever required by the holders, to increase the amount of security for this obligation until satisfactory to the holders. If said security be not increased when so requested, or if any of the signers default in the performance of any obligation whatever resting upon them by reason of any agreement contained in any form of security, investment certificate or otherwise, now or hereafter pledged to secure this note, then this obligation, at the option of the holders hereof, shall become due and payable, whether due according to its face or not.

For the purpose of enforcing the payment of this obligation, the holders shall have full power and authority to sell, assign, collect, compromise, transfer and deliver any and all collateral pledged or hypothecated to secure this note, whether original or additional, or so much thereof as may be requisite. Such sale may be made wherever the holders may direct, and may be public or private, with or without advertisement, or notice to redeem, and with or without notice to or demand on the signers, or any of them, and the holders may become the purchasers or any or all of said collateral.

If, before this obligation is paid and the collateral herewith hypothecated is released, any signer depositing such collateral shall become liable to the holders on any other obligation, then the collateral deposited by such signer and herewith hypothecated, or the proceeds thereof to the extent that they are not required in paying this obligation, shall be held by the holders as collateral security and applied by them upon the terms herein set forth upon such other obligations of said signer as the holder may elect.

It is understood and agreed that the holders shall not be compelled to resort first to the collateral hypothecated, if any, for the security of this obligation but may at their election require said obligation to be paid by any signer or signers, endorser or endorsers, guarantor or guarantors, surety or sureties hereof, and to this agreement said parties hereby specifically give their assent, and upon the payment of this obligation by the said parties or any of them, this note, together with the collateral aforesaid, if same is not held, pursuant to the preceding paragraph hereof, as security for any other obligation or obligations, shall be transferred without recourse against the holders to the party or parties paying this note. The words "security," "collateral," and/or "collateral security," used in this note shall include mortgages and/or deeds of trust on personal or real property, as well as all other kinds of security or securities.

At or after maturity of this note or upon any default thereunder, any money, stocks, bonds or other property of any kind to the credit of any obligor hereof on the books of the holder or holders hereof, in transit or in their possession, may, without notice, be applied at the discretion of such holder or holders for the full or partial payment of this note.

In the event that any of the signers should fail in business, or become insolvent, or be adjudged bankrupt, or proceedings in involuntary bankruptcy or for the appointment of a receiver should be filed against them or any of them, this note, and every other debt, liability, or obligation due by the signers or any of them to the holder or holders of this note, shall immediately become due and payable without demand, or notice, or a putting in default. The signers hereof authorize holders to secure any amount and form of insurance required by holders and add cost of premiums to this obligation.

And each of us, whether principal, surety, guarantor, endorser or other party thereto, hereby both individually and severally agrees that additional signers, makers, endorsers, guarantors or sureties may become parties hereto, either with or without notice to us or to any of us, without affecting our liability hereon and hereunder; and each of us hereby both individually and severally waives any or all benefit or relief from homestead exemption and all other exemptions or moratoriums to which the signers or any of them may be entitled under the laws of this or any other State, now in force or hereafter to be passed, as against this debt or any renewal thereof; it is further agreed that in the event this note is placed in the hands of an attorney for collection, we will pay, in addition to principal and interest according to the face of the note, a reasonable attorney's fee, which shall not be less than twenty per cent of balance, principal and interest, or a minimum of \$25.00, and each both individually and severally further waives presentment for payment, protest, notice of protest and non-payment of this note and all defenses by reason of any extension of time of its payment that may be given by the holders to any of them. Delay in exercising any right herein shall not operate as a waiver thereof. The signers hereof are makers and principals, jointly and severally and in solido.

Given under the hand and seal of each party.

J. S. Kullum L. S.
Charles E. Hadley L. S.
Margaret Hadley L. S.

JOHN V. DUCK
RICHARD C. LACEY
ATTORNEYS AT LAW
FAIRHOPE, ALABAMA
March 27th, 1964

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

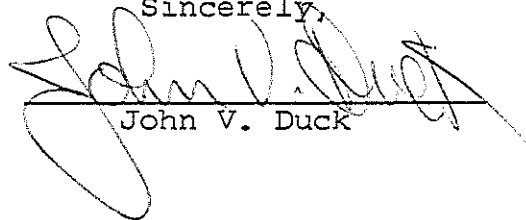
Re: Aid Loan System
-vs-
Charles Hadley
Civil Case No. 5906

Dear Mrs. Duck:

Enclosed you will find the original Promissory Note on the above account. Will you please have Judge Hall enter a default judgment in the amount of \$1,087.30).

JVD/oq
Encl:
Note

Sincerely,


John V. Duck

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 March Term
of the Circuit Court of Baldwin County, to-wit: on the 31st day of March
19 64, AID LOAN SYSTEM, INC., a corporation,

recovered a judgment against CHARLES E. HADLEY and MARGARET HADLEY

ONE THOUSAND EIGHTY-SEVEN AND 30/100 for the sum of
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
WOODHAVEN DAIRY, a corporation,

supposed to be indebted to or have effects of the said CHARLES E. HADLEY
in its possession, or under its control, and that he believes process of
Garnishment against said WOODHAVEN DAIRY, a corporation,
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 2nd

day of December

A. D. 19 64

Clerk.

DEC 2 1964

ALICE J. DUCK, CLERK
REGISTER

INSTRUCTIONS

SENDER: WRITE (OR TYPE) MESSAGE, PULL OUT YELLOW SHEET, MAIL THE OTHER TWO.
RECIPIENT: WRITE YOUR REPLY AT BOTTOM, MAIL BACK WHITE SHEET AND KEEP THE PINK.

**JOHN V. DUCK
& RICHARD C. LACEY**
Attorneys At Law
319 Magnolia Avenue
FAIRHOPE, ALABAMA

*Message
Reply*

DATE:

December 29, 1964

FILE NO:

PRIORITY

- ☐ URGENT!
☐ SOON AS POSSIBLE
☐ NO REPLY NEEDED

ATTENTION:

SUBJECT:

MRS. ALICE J. DUCK
P. O. Box 239
Bay Minette, Alabama

Aid Loan System, Inc. vs.
Charles E. Hadley & Margaret Hadley
Case No. 5906

Please dismiss Garnishment in captioned case.
Costs have been paid.

SIGNED:

John V. Duck (R.H.)

DATE OF REPLY:

REPLY TO:

SIGNED:

SENDER: MAIL RECIPIENT WHITE AND PINK SHEETS

RECIPIENT: WRITE REPLY. RETURN WHITE TO SENDER. KEEP THIS PINK COPY.

INSTRUCTIONS

SENDER: WRITE (OR TYPE) MESSAGE, PULL OUT YELLOW SHEET, MAIL THE OTHER TWO.
 RECIPIENT: WRITE YOUR REPLY AT BOTTOM, MAIL BACK WHITE SHEET AND KEEP THE PINK.

**JOHN V. DUCK
 & RICHARD C. LACEY**
 Attorneys At Law
 319 Magnolia Avenue
 FAIRHOPE, ALABAMA

*Message
 Reply*

DATE:

December 1, 1964

FILE NO:

ATTENTION:

5-906 1/2

SUBJECT:

Aid Loan System vs. Chas. E. Hadley

PRIORITY

- ☐ URGENT!
☐ SOON AS POSSIBLE
☐ NO REPLY NEEDED

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

We enclose herewith Notice of Garnishment, Affidavit
 and Garnishment for filing.

SIGNED:

John V. Duck (L.N.)

DATE OF REPLY:

REPLY TO:

SIGNED:

SENDER: MAIL RECIPIENT WHITE AND PINK SHEETS

RECIPIENT: WRITE REPLY. RETURN WHITE TO SENDER. KEEP THIS PINK COPY.

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 March Term
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besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
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supposed to be indebted to or have effects of the said CHARLES E. HADLEY
in its possession, or under its control, and that he believes process of
Garnishment against said WOODHAVEN DAIRY, a corporation,
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 2nd
day of December A. D. 19 64

Alice J. Duck
Clerk.

John V. Duck

State of Alabama

BALDWIN COUNTY

TO CHARLES E. HADLEY, Defendant:

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

AID LOAN SYSTEM, INC., a corporation, Plaintiff,

versus CHARLES E. HADLEY, Defendant,

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

WOODHAVEN DAIRY, a corporation

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 2nd

day of Dec, 1964.

Alise J. Duck
 Clerk of the Circuit Court.

64-12-2-64

5906 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

Charles E. Hadley
deft!

Rid Loan System, Inc.
Plaintiff.....

VS.

Charles E. Hadley
Zorley

Defendant.....

Duck & Lacey

approved 2 day of Dec by
not on 2 day of Dec by
served a copy of the within Notice
Charles E. Hadley

TAYLOR WILKINSON, Sheriff
By W.O. Barnes
R. Dale

Sheriff claims 50 miles in
Ten Cents per mile 5.00
TAYLOR WILKINSON, Sheriff
BY W.O. Barnes
DEPUTY SHERIFF

IN ALABAMA MINISTERS

be in poor return of Garretts

RECORDED DEEDS & COLLECTIONS

now being in the Circuit Court of Baldwin County, Alabama, for the purpose of

CHARLES E. HADLEY

AND JOHN EISEN

AND YSE HEMERA MILLER

CHARLES E. HADLEY

BY TAYLOR WILKINSON

CLERK OF CIRCUIT COURT

OFFICE OF CLERK OF CIRCUIT COURT

RELEASE OF GARNISHMENT

CIRCUITCourt of BALDWIN

County, Alabama

RE: AID LOAN SYSTEM, INC., A CORP.

vs.

Plaintiff.

CHARLES E. HADLEY & MARGARET HADLEY

Defendant.

To: Woodhaven Dairy

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 31st day of December, 19 64

Alice J. Duck, CLERK.

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 March Term, 1964, of the Circuit Court of Baldwin County,
to-wit: On the 31st day of March, 1964, being a regular day of
said term, AID LOAN SYSTEM, INC., a corporation,

recovered judgment against CHARLES E. HADLEY

for the sum of ONE THOUSAND EIGHTY-SEVEN AND 30/100 - 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:

WOODHAVEN DAIRY, 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 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 Comanded to Summon

WOODHAVEN DAIRY, INC., a corporation

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 1964,
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
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, 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 CHARLES E. HADLEY

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

Witness, ALICE J. DUCK, Clerk of said Court, this 22 day of December, A. D., 1964

Issued day of A. D., 19

ATTEST:

64-12-2-64

Alice J. Duck, Clerk.

Circuit Court, Baldwin County

No. 5906 1/2

Rid Loan System
Inc. - a corp -

VS. } Garnishment On Judgment

Charles E. Hadley

Woodhaven Dairy - Garnishee

Issued 2 day of Dec 1964

Returnable 15 day of 1964

DEC 2 1964

Alice J. Duck, Clerk
Recorder

Duck & Lacey
Attorney

Printed by Moore Ptg. Co.

Received 2 day of Dec 64
at 2 day of Dec 64
served a copy of the within
Woodhaven Dairy
Max Phillips
Office Manager
TAYLOR WILKINS Sheriff
By W. G. Garner
T. Dale
Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS Sheriff
BY W. G. DEPUTY SHERIFF

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 5906

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

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon CHARLES E. HADLEY & MARGARET HADLEY

Jointly & Individually

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 -----

CHARLES E. HADLEY & MARGARET HADLEY Jointly & Individually Defendant-----

by Aid Loan System Inc a corp.-----

-----, Plaintiff-----

Witness my hand this 27 day of Jan 1964

64-1-31-64

Allice J. Luck, Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

AID LOAN SYSTEM INC. a cor-
poration

Plaintiffs

vs.

CHARLES HADLEY & MARGARET
HADLEY, jointly & individually
Defendants

Summons and Complaint

Filed **FILED** 19

JAN 27 1964

Clerk

**ALICE L. DICK, CLERK
REGISTER**

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Rt. 1, Loxley, Alabama
or at Woodhaven Dairy

Received In Office

Jan 27, 1964

Sheriff.

I have executed this summons
this 21st of Jan 1964
by leaving a copy with

Charles Hadley &
Margaret Hadley

Sheriff claims 80 miles at
Ten Cents per mile Total \$ 8.00

TAYLOR WILKINS, Sheriff

BY

Deputy
DEPUTY SHERIFF

Taylor Wilkins
Deputy Sheriff
Loxley

Sheriff.

Deputy Sheriff.