

G. A. C. DISCOUNT CO.	)	IN THE CIRCUIT COURT OF
A Corporation	)	BALDWIN COUNTY, ALABAMA
Plaintiff	)	AT LAW:
-VS-	)	5-988
GEORGE DUNKEL &	)	
RUTH DUNKEL, jointly	)	
and individually.	)	
Defendants	)	

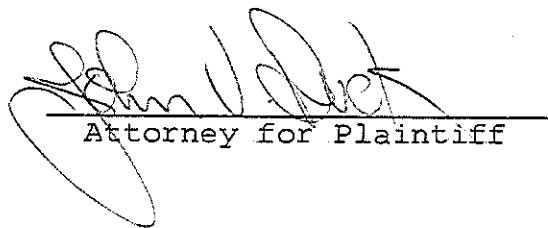
BILL OF COMPLAINT

Plaintiff claims of the Defendant the sum of FIVE HUNDRED TWENTY-NINE and 44/100 DOLLARS (\$529.44), due by Promissory Note made by them on the 27th day of September, 1962, and payable in monthly installments of Twenty-two and 06/100 Dollars (\$22.06), with interest thereon.

That in and by the terms of the said note, the makers agreed that a default in any one installment would at the option of the holder mature the entire balance of said note, and the plaintiff avers that the defendants failed to make any monthly installment on said note.

That in and by the terms of said note, the defendants agreed to pay all costs of collection, including attorneys fee, and the plaintiff further claims the additional sum of One Hundred Dollars (\$100.00) as a reasonable attorneys fee.

That in and by the terms of said note, the defendants waived all their rights of exemption under the Constitution and laws of the State of Alabama, and the Plaintiff now claims the benefit of this waiver.

  
Attorney for Plaintiff

Defts may be served at  
Hall Mfg. Co. & Jack's  
Tavern, 1/2 mile east of  
Foley, Alabama.

FILED

MAR 24 1964

ALICE L. DICK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

Circuit Court, Baldwin County

STATE OF ALABAMA  
BALDWIN COUNTY

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon GEORGE DUNKEL & RUTH DUNKEL,

Jointly and 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.....GEORGE  
DUNKEL & RUTH DUNKEL, Jointly & Individually....., Defendant.....

by .....G. A. C. DISCOUNT CO. A Corporation.....

.....Plaintiff.....

Witness my hand this.....24.....day of.....March.....19.....64

.....Alice J. Duck.....Clerk

No. 5-988

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

G.A.C. DISCOUNT CO.

A Corporation

Plaintiffs

vs.

GEORGE DUNKEL & RUTH DUNKEL

Jointly & Individually

Defendants

SUMMONS AND COMPLAINT

**FILED**

Filed ..... 19.....  
MAR 24 1934

ALICE L. DICK, CLERK  
REGISTER Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Hall Mfg. Co or Jack's  
Tavern,  $\frac{1}{2}$  Mile East of  
Foley, Alabama

Received In Office

324 1934

Taylor Willis, Sheriff  
I have executed this summons

this 28th of MARCH 1934  
by leaving a copy with

George Dunkel  
Ruth Dunkel

Sheriff claims 14 1/2 miles at  
Ten Cents per mile Total \$ 14.50

TAYLOR WILLIS, Sheriff

DEPUTY SHERIFF

Taylor Willis, Sheriff  
Jm Eastman, Deputy Sheriff  
Foley, Ala

No. 5-988 Page.....

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

G.A.C. DISCOUNT CO.

A Corporation

Plaintiffs

vs.

GEORGE DUNKEL & RUTH DUNKEL

Jointly & Individually

Defendants

SUMMONS AND COMPLAINT

FILED

Filed ..... MAR 24 1964 ..... 19.....

ALICE L. DUCK, CLERK  
REGISTER Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Hall Mfg. Co or Jack's  
Tavern,  $\frac{1}{2}$  Mile East of  
Foley, Alabama

Received In Office

3/24 1964

Taylor Wilkins Sheriff  
I have executed this summons

this 28<sup>th</sup> of MARCH 1964  
by leaving a copy with

George Dunkel  
Ruth Dunkel

Sheriff claims 144 miles at

Ten Cents per mile Total \$ 14.40

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Taylor Wilkins Sheriff  
Jm Eastman Deputy Sheriff  
Foley, Ala.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

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 GEORGE DUNKEL & RUTH DUNKEL,  
Jointly and 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..... GEORGE  
DUNKEL & RUTH DUNKEL, Jointly & Individually....., Defendant.....  
by ..... G. A. C. DISCOUNT CO. A Corporation.....

..... Plaintiff.....

Witness my hand this.....

24 day of March, 1934.

..... Clerk

64-3-28-64

Alfred S. Wark

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 May Term  
of the Circuit Court of Baldwin County, to-wit: on the 22nd day of May

1964, G. A. C. Discount Company, a Corporation

recovered a judgment against George Dunkle and Ruth Dunkle

for the sum of  
Six Hundred Seventy-Six and 70/100

Dollars  
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that  
Hale Manufacturing Company, a Corporation

supposed to be indebted to or have effects of the said George Dunkle

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

Garnishment against said George Dunkle

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 27

day of Aug A. D. 1964

Alice J. Duck  
Clerk.

John V. Duck

State of Alabama

BALDWIN COUNTY

TO George Dunkle  
....., Defendant.....YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of  
G. A. C. Discount Company, a Corporation, Plaintiff,  
versus George Dunkle and Ruth Dunkle, Defendant,

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

Hale Manufacturing Company, a Corporation

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 27  
day of August, 1944.

Clerk of the Circuit Court.

THE HALE MANUFACTURING COMPANY

P. O. DRAWER 729

FOLEY, ALABAMA

August 31, 1964

AREA CODE 205  
TELEPHONE WH 3-8611  
TELETYPE 560-1256

Mrs. Alice J. Duck, Clerk  
CIRCUIT COURT OF BALDWIN COUNTY  
Bay Minette, Alabama

59884W

Dear Mrs. Duck:

Re: G.A.C. Discount  
VS  
George Dunkle &  
Ruth Dunkle

We are in receipt of the above garnishment  
and wish to advise you that Mr. Dunkle was terminated  
from this company on April 25, 1964.

Sincerely,

THE HALE MANUFACTURING COMPANY

*Sue Blackerby*  
(Mrs.) Sue Blackerby  
Office Manager

/b

FILED  
SEP 1 1964  
ALICE J. DUCK, CLERK  
REGISTER



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 May Term of the Circuit Court of Baldwin County, to-wit: on the 22nd day of May

1964, G. A. C. Discount Company, a Corporation

recovered a judgment against George Dunkle and Ruth Dunkle

for the sum of

Six Hundred Seventy-Six and 70/100 Dollars

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

Hale Manufacturing Company, a Corporation

supposed to be indebted to or have effects of the said George Dunkle

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

Garnishment against said George Dunkle

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 27

day of Aug A. D. 1964

Alice J. Duck  
Clerk.

John V. Duck

State of Alabama

BALDWIN COUNTY

TO George Dunkle, Defendant:

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

G. A. C. Discount Company, a Corporation, Plaintiff,

versus George Dunkle and Ruth Dunkle, Defendant,

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

Hale Manufacturing Company, a Corporation

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 27

day of Aug, 1944.

*Deane J. Leach*  
Clerk of the Circuit Court.

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 May Term, 1964, of the Circuit Court of Baldwin County,  
to-wit: On the 22nd day of May, 1964, being a regular day of  
said term, G. A. C. Discount Company, a Corporation

recovered judgment against George Dunkle and Ruth Dunkle

for the sum of Six Hundred Seventy-Six and 70/100 Dollars, and cost of suit,  
and affidavit having been made by John V. Duck  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

Hale Manufacturing Company, a Corporation

has or is believed to have in its possession, or under its control money  
or effects belonging to said defendant George Dunkle or that it is, or  
is believed to be indebted to said defendant George Dunkle 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

Hale Manufacturing Company, 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 Aug A. D. 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 or is indebted to said defendant  
George Dunkle and whether it will not be indebted in future to said defendant  
George Dunkle 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 George Dunkle

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

Witness, ALICE J. DUCK, Clerk of said Court, this 27 day of Aug, A. D., 1964

Issued 27 day of Aug A. D., 1964

ATTEST:

Alice J. Duck, Clerk.

Circuit Court, Baldwin County

No. 59884

H. A. C. Account

VS. } Garnishment On Judgment

George Samkle &  
Ruth Samkle

Issued 27 day of Aug. 19 64

Returnable day of 19

Attorney

received 27 day of Aug 19 64  
ad on 28 day of Aug 64  
served a copy of the within writ  
Wale Mfg. Co.  
service of H. A. C. Account

TAYLOR WILKINS Sheriff

By H. A. C. Account

John

Sheriff claims 72 miles at  
Ten Cents per mile Total \$ 7.20  
TAYLOR WILKINS Sheriff  
BY DEPUTY SHERIFF

DUE DATE		NAME		BORROWERS		WIFE		ACCOUNT NO.	
27th		RUTH		LO		/1		CR 14037	
ADDRESS				HOME PHONE		LENDER, ADDRESS			
AND						Five hundred twenty nine dollars and forty four cents			
CHANGES						G.A.C. Discount Company 14 South Conception Street Mobile, Alabama			
DATE OF NOTE:		DATE OF FIRST INSTALLMENT:		SUCCEEDING INSTALLMENTS PAYABLE ON					
9-27-62		10-27-62		27th		DAY OF EACH MO.			
TOTAL AMOUNT DUE ON NOTE:		PAYABLE IN		FIRST INSTALLMENT:		EACH SUCCEEDING INSTALLMENT:		FINAL INSTALLMENT OF \$	
\$ 529.44		24		\$ 22.06		\$ 22.06		22.06	
		CONSECUTIVE MONTHLY INSTALLMENTS				(EXCEPT FINAL)		PAYABLE ON 9-27-64 EQUAL IN ANY CASE TO UNPAID BALANCE	

### PROMISSORY NOTE

For value received, the undersigned, jointly and severally promise to pay to the order of the Lender named above in its said office, the sum set forth above as the Total Amount Due on Note, in the number of consecutive monthly installments as shown above, the first installment being payable in the amount and on the date shown above and the succeeding installments being payable in the amounts and on the dates as shown above, together with a final installment equal to any unpaid balance payable on the date as shown above. If this note is not paid at maturity, it shall thereafter bear interest at the highest lawful rate for written contracts. A delinquent charge shall be made in an amount equal to five cents (5¢) for each One Dollar (\$1.00) of any installment which is not paid within five (5) days from the date each payment is due if such delinquent charge is permitted by the pertinent laws of the State of Alabama; otherwise this provision to be deemed stricken herefrom.

All parties to this note, whether makers, co-makers, endorsers, sureties, or gaurantors, severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice of such extension.

It is agreed and understood that if default is made in the payment of any one installment as the same shall become due and payable, the entire balance then remaining unpaid shall immediately become due and payable.

The makers and endorsers of this note agree to pay all costs of collection including a reasonable attorney's fee, whether incurred against one or more of said makers or endorsers in collecting or attempting to collect this note, and each hereby expressly waives as to this debt all of our rights to claim exemption under the Constitution and Laws of the State of Alabama or any other state in the United States.

It is understood and agreed by each person whose name is signed hereunder that he signs this note without conditions, reservations, or representation as to any other person or persons having signed the same, or that any other person or persons shall sign the same, as maker or endorser, and without any condition or reservation as to delivery, execution or otherwise.

In consideration of the loan this day extended to us by the above lender, we hereby agree and authorize the said lender, its officers, agents, representatives and assigns, to communicate with us, or to any person, firm, corporation or governmental agency, by any known means of communication, for any purpose it might deem necessary in connection with or during the pendency of the loan this day extended, and do hereby waive any right we have to claim violation of our right of privacy by reason of such communication.

The undersigned hereby acknowledges receipt of a Statement of Loan which sets out the details of this loan transaction.

Witness: *MAIL LOAN* *MAIL LOAN*

*Ruth Dunkel* (Seal)  
Ruth Dunkel

*George Dunkel* (Seal)  
George Dunkel

Witness: *MAIL LOAN* *MAIL LOAN*

*George Dunkel* (Seal)