

G.A.C. FINANCE CORP.  
of Bellflower,  
a Corporation,

Plaintiff

-VS-

GROVER C. PHILLIPY &  
MABEL PHILLIPY, JOINTLY  
& INDIVIDUALLY.

Defendants

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA  
) AT LAW.

5989

BILL OF COMPLAINT

Plaintiff claims of the Defendants the sum of TWO HUNDRED FIFTY-FIVE and 94/100 DOLLARS (\$255.94), due by Promissory Note made by them on the 24th day of March, 1961, and payable in monthly installments of Twenty-one and 72/100 Dollars (\$21.72), with the interest thereon.

That in and by the terms of said note, the Defendants promised that upon a default of any one payment, the entire balance would mature, at the option of the holder, and the plaintiff, as holder now declares the entire indebtedness due and payable.

That in and by the terms of said note, the Defendants agree to pay all cost of collection, including a reasonable Attorneys fee, and the Plaintiff now claims the further and additional sum of Sixty-two and 50/100 (\$62.50), as a reasonable Attorneys fee.

  
Attorney for Plaintiff

Defts. may be served  
at Still Motor Co.  
Bay Minette, Alabama

FILED

MAR 24 1964

ALGE I. DUCK, CLERK  
REGISTER

G.A.C. FINANCE CORP.  
of Bellflower,  
a Corporation,

Plaintiff

-VS-

GROVER C. PHILLIPY &  
MABEL PHILLIPY, JOINTLY  
& INDIVIDUALLY.

Defendants

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA  
) AT LAW.

) 5989  
)

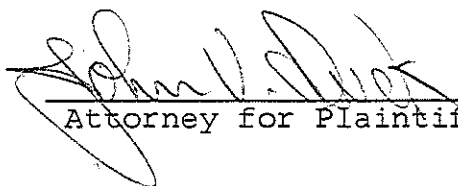
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BILL OF COMPLAINT

Plaintiff claims of the Defendants the sum of TWO HUNDRED FIFTY-FIVE and 94/100 DOLLARS (\$255.94), due by Promissory Note made by them on the 24th day of March, 1961, and payable in monthly installments of Twenty-one and 72/100 Dollars (\$21.72), with the interest thereon.

That in and by the terms of said note, the Defendants promised that upon a default of any one payment, the entire balance would mature, at the option of the holder, and the plaintiff, as holder now declares the entire indebtedness due and payable.

That in and by the terms of said note, the Defendants agree to pay all cost of collection, including a reasonable Attorneys fee, and the Plaintiff now claims the further and additional sum of Sixty-two and 50/100 (\$62.50), as a reasonable Attorneys fee.

  
Attorney for Plaintiff

Defts. may be served  
at Still Motor Co.  
Bay Minette, Alabama

FILED

MAR 24 1964

ALICE J. DUCK, CLERK  
REGISTER



No. 5989

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

G.A.C. FINANCE CORP.

of Bellflower, A Corporation  
Plaintiffs

vs.

GROVER C. PHILLIPY & MABEL

PHILLIPY, Jointly & Individually  
Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

..... Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Still Motor Company

Bay Minette, Alabama

Received In Office

3/24 1964

..... Sheriff

I have executed this summons

this March 24 1964

by leaving a copy with

Grover C. Phillipy  
Mabel Phillipy

Mabel Phillipy  
Not found in  
this County

LeRoy Wilkins Sheriff  
W. A. Z. Chest Deputy Sheriff  
Wm

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. Finance Corporation of Bellflower, a Corporation

recovered judgment against Grover C. Phillipy

for the sum of Three Hundred Sixty-Three and 44/100 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:

J. E. Still Motor Company, a Corporation

has or is believed to have in its possession, or under its control money  
or effects belonging to said defendant Grover C. Phillipy of that it is, or  
is believed to be indebted to said defendant Phillipy 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

J. E. Still Motor 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 August 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 it indebted to said defendant  
it and whether it will not be indebted in future to said defendant  
it 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 Grover C. Phillipy

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.

received 27 day of Aug 1964  
id on 28 day of Aug 1964  
served a copy of the within Writ  
Still Notes Co  
service on Mr. Dougherty

TAYLOR WILKINS, Sheriff  
By W. A. Talbot, S.  
omr

Circuit Court, Baldwin County

No. 598917

VS. { Garnishment On Judgment

Issued 27 day of Aug 1964

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Attorney



# STILL MOTOR CO., INC.

P. O. Box 128

Telephone 937-2961

Telephone HE-3-5337

BAY MINETTE, ALA.

September 5, 1964

Clerk of Circuit Court  
Bay Minette, Alabama

Att. Mrs. Duck

This is to inform the Circuit Court of Baldwin County, Alabama that the case of G.A.C. Finance against Grover Phillipy. Phillipy is no longer employed by Still Motor Co. Inc. Mr. Phillipy terminated his employment with this company in May 1964.

Very truly yours,

H.D. Still  
Still Motor Co. Inc.

FILED

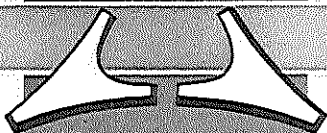
SEP 9 1964

ALICE L. DUCK, CLERK  
REGISTER

# HADLEY MOTOR COMPANY INC.

ESTABLISHED 1945

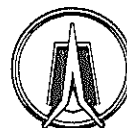
Telephone 937-2271 - HE 3-9035 112 Hoyle Avenue  
BAY MINETTE, ALABAMA



Dodge



CHRYSLER



PLYMOUTH

September 21, 1964

Mrs. Alice Duck, Circuit Clerk  
Bay Minette, Alabama

Dear Mrs. Duck:

Mr. Cover Phillipy, presently employed by Hadley Motor Company Inc., has advised us to withhold fifteen dollars each pay day and apply to the claim of G. A. C. Finance Corporation. We pay off twice monthly, on the first and fifteenth of each month. We will remit to you this amount agreed on as long as Mr. Phillipy is in employ or until the claim is paid.

Yours truly,  
HADLEY MOTOR COMPANY INC.

*L. H. Wilson*

L. H. Wilson,  
Bookkeeper

LHW/blb

FILED

SEP 22 1964

U.S. DISTRICT COURT  
BAY MINETTE, ALABAMA





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  
19 64, G. A. C. Finance Corporation of Bellflower, a Corporation  
recovered a judgment against Grover C. Phillipy

for the sum of  
Three Hundred Sixty-Three and 44/100 Dollars  
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that  
J. E. Still Motor Company, a Corporation

supposed to be indebted to or have effects of the said Grover C. Phillipy  
in its possession, or under its control, and that he believes process of  
Garnishment against said J. E. Still Motor Company, a Corporation  
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 Grover C. Phillipy, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of  
G. A. C. Finance Corporation of Bellflower, a Corporation, Plaintiff,  
versus Grover C. Phillipy, Defendant,

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

J. E. Still Motor 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 May, 1944.

*John J. French*  
Clerk of the Circuit Court.

816

EX-8-28-64

received 27 day of Aug 1964  
and on 28 day of Aug 1964  
I served a copy of the within Notice  
on Brown C. Phillips  
By service on \_\_\_\_\_

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

over

711.598947

NOTICE  
TO DEFENDANT OF GARNISHMENT  
BY  
CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO

H. A. C. Finance Corp  
Plaintiff.....

VS.

Brown C. Phillips  
Defendant.....

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

19 64, G. A. C. Finance Corporation of Bellflower, a Corporation

recovered a judgment against Grover C. Phillipy

for the sum of

Three Hundred Sixty-Three and 44/100 Dollars

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

J. E. Still Motor Company, a Corporation

supposed to be indebted to or have effects of the said Grover C. Phillipy

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

Garnishment against said J. E. Still Motor Company, a Corporation

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

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:

9/4/64

FILE NO:

PRIORITY

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

ATTENTION:

SUBJECT:

G.A.C. Finance vs. Phillipy

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

Dear Mrs. Duck:

Enclosed are the papers on the above cited case. Please file and serve.

Thank you very much.

Sincerely,

SIGNED:

John V. Duck (JLD)

DATE OF REPLY:

REPLY TO:

John V. Duck

SIGNED:

SENDER: MAIL RECIPIENT WHITE AND PINK SHEETS

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

State of Alabama

BALDWIN COUNTY

TO Grover C. Phillipy, Defendant.

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

G. A. C. Finance Corporation of Bell Flower, a Corporation, Plaintiff,

versus Grover C. Phillipy, Defendant,

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

Hadley Motor Company, a Corporation

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 8 day of Sept, 1944.

Alice D. Duck  
Clerk of the Circuit Court.

64-9-9-64

Received 8 day of Sept 1964  
and on 9 day of Sept 1964  
I served a copy of the within Notice  
on Brown C. Phillips  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By W. A. Talbot  
om

5989 1/2-17

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO

James C. Phillips

W. P. Finance Corp.  
of Gulf Shores

Plaintiff.....

VS.

James C. Phillips

Defendant.....

John W. L. O'Connell, Atty.

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

19 64, G. A. C. Finance Corporation of Bellflower, a Corporation

recovered a judgment against Grover C. Phillipy

for the sum of

Three Hundred Sixty-Three & 14/100 Dollars

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

Hadley Motor Company, a Corporation

supposed to be indebted to or have effects of the said Grover C. Phillipy

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

Garnishment against said Hadley Motor Company, a Corporation

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this

day of Sept A. D. 1964

Alice J. Duck  
Clerk.

John V. Duck



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. Finance Corporation of Bellflower, a Corporation  
recovered judgment against Grover C. Phillipy

for the sum of Three Hundred Sixty-Three & 44/100 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:

Hadley Motor Company, a Corporation

has or is believed to have in its possession, or under its control money  
or effects belonging to said defendant Grover C. Phillipy 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

Hadley Motor 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 Sept, 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 was it 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 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 Grover C. Phillipy

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

Witness, ALICE J. DUCK, Clerk of said Court, this 8 day of Sept, A. D., 1964  
Issued 8 day of Sept, A. D., 1964

ATTEST:

Alice J. Duck, Clerk.

64-9-9-64

Circuit Court, Baldwin County

No. 5989 1/2 A

Gal. Finance. Corp.  
of Bellflower

VS. { Garnishment On Judgment

Grover C. Phillips

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

John V. Vasek  
Attorney

Received \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_\_ a copy of the within \_\_\_\_\_

Hedley Mader Co

Service on \_\_\_\_\_  
BKK.

TAYLOR WILKINS, Sheriff

By W. A. Talbot D. S.

Om 1

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

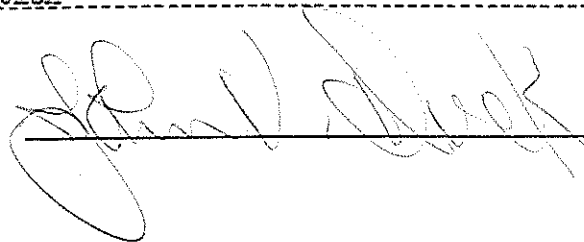
who being duly sworn, on oath says, that a regular May Term  
of the Circuit Court of Baldwin County, to-wit: on the 22nd day of May  
19 64, G. A. C. Finance Corporation of Bellflower, a Corporation  
recovered a judgment against Grover C. Phillipy

for the sum of  
Three Hundred Sixty-Three & 44/100 Dollars  
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that  
Hadley Motor Company, a Corporation

supposed to be indebted to or have effects of the said Grover C. Phillipy  
in its possession, or under its control, and that he believes process of  
Garnishment against said Hadley Motor Company, a Corporation  
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this \_\_\_\_\_  
day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

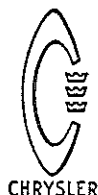
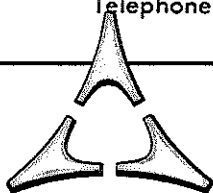
Clerk.



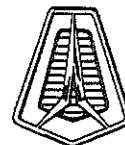
# HADLEY MOTOR COMPANY Inc.

ESTABLISHED 1945

Telephone 937-2271 - HE 3-9035 112 Hoyle Avenue  
BAY MINETTE, ALABAMA 36507



CHRYSLER



PLYMOUTH

December 16, 1964

Mrs. Alice Duck, Circuit Clerk  
Bay Minette, Alabama

Dear Mrs. Duck:

This is to advise you that Grover Phillipy is no longer employed at Hadley Motor Company. He left here December 5. I am enclosing our check for \$15.00 which was deducted from his last check. This is reference number 5989 $\frac{1}{2}$  account with GAC Finance Company.

FILED

DEC 17 1964

ALICE A. DUCK, CLERK  
REGISTER

Yours truly,

*L. H. Wilson*

L. H. Wilson,  
Bookkeeper

LHW/blb

343



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

19 64, G.A.C. FINANCE CORPORATION OF BELLEFLOWER, a corporation,

recovered a judgment against GROVER C. PHILLIPY

for the sum of THREE HUNDRED SIXTY-THREE AND 44/100

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

J. E. STILL MOTOR CO., a corporation

supposed to be indebted to or have effects of the said GROVER C. PHILLIPY

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

Garnishment against said J. E. STILL MOTOR CO., a corporation

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 10

day of March A. D. 1965

Alice J. Duck  
Clerk.

John V. Duck

NO. 5989 1/2 B

## CIRCUIT COURT

VS.

## AFFIDAVIT Garnishment on Judgment

Filed this 10 day of

March

1965

Elmer J. Welch  
Clerk.

## STATE OF ALABAMA

Baldwin County

TO GROVER C. PHILLIPY....., Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..  
G.A.C. FINANCE CORPORATION OF BELLFLOWER, a corporation, Plaintiff.....

versus GROVER C. PHILLIPY....., Defendant.....

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

J. E. STILL MOTOR CO., a corporation.....

has.... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 12

.....day of March....., 1965

.....  
Clerk of the Circuit Court.

Ex-3-12-65

5989 1/2 B

Received 10 day of March 1965  
and on 12 day of March 1965  
I served a copy of the within Notice  
on Walter Phillips

By service on ~~Mr. [unclear]~~

TAYLOR WILKINS, Sheriff  
By W. A. [unclear] D. S.

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Plaintiff....

VS.

Defendant....





# STILL MOTOR CO., INC.

P. O. Box 128

Telephone 937-2961

Telephone HE-3-5337

BAY MINETTE, ALA.

March 18, 1965

State of Alabama  
Clerk of Circuit Court, Baldwin County  
Bay Minette, Alabama

Ref: Garnishment No. 5989 $\frac{1}{2}$ B Grover C. Phillipy

Dear Madam:

The above mentioned person is in the employ of this corporation and is indebted to this corporation for the amount of \$64.52 for services rendered.

This corporation is withholding 25% of his pay each week until this amount is collected. After this amount is settled we will withhold the same amount as long as he is employed by this corporation to satisfy the above judgement.

H.D. Still  
Still Motor Co. Inc.

FILED

MAR 19 1965

ALLEN A. DICK, CLERK  
REGISTER

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. FINANCE CORPORATION OF BELLFLOWER, a corporation  
recovered judgment against GROVER C. PHILLIPY

for the sum of THREE HUNDRED SIXTY THREE AND 44/100 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:

J. E. STILL MOTOR CO., a corporation

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

J. E. STILL MOTOR CO., 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 March A. D. 1965,  
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 it indebted to said defendant  
it and whether it will not be indebted in future to said defendant  
it 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 GROVER C. PHILLIPY

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

Witness, ALICE J. DUCK, Clerk of said Court, this 10 day of March A. D., 1965

Issued 10 day of March A. D., 1965

ATTEST:

Alice J. Duck, Clerk.

64-312-65

ved 10 day of March 1965  
on 12 day of March 1965  
ved a copy of the within Law  
J. E. Still Motor Co.

service on Mr. Dough Still

TAYLOR WILKINS, Sheriff  
By W. A. Tolbert D.S.

omc

Circuit Court, Baldwin County

No. 5989 1/2 B.

G.A.C. Finance Corp

VS. } Garnishment On Judgment

Grover Phillipy

J.E. Still Motor Co.  
Garnishee

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Attorney

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  
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for the sum of  
THREE HUNDRED SIXTY-THREE AND 44/100 Dollars  
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that  
J. E. STILL MOTOR CO., a corporation

supposed to be indebted to or have effects of the said GROVER C. PHILLIPY  
in its possession, or under its control, and that he believes process of  
Garnishment against said J. E. STILL MOTOR CO., a corporation  
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 10

day of March A. D. 19 65

Alice J. Duck  
Clerk.

John V. Duck

DUE DATE	NAME	BORROWERS	WIFE	ACCOUNT NO.
8th	Phillips, Grover C.	Mabel L.		648
ADDRESS	7514 1/2 Hardy Ave. Bell Gardens, California		HOME PHONE	LENDER. ADDRESS:
AND	(6 Months)		TO 21616	221-50
CHANGES				
DATE OF NOTE:	DATE OF FIRST INSTALLMENT:	SUCCEEDING INSTALLMENTS PAYABLE ON:		
3-21-61	5-1-61	8th DAY OF EACH MONTH		
TOTAL AMOUNT DUE ON NOTE AND ACTUAL AMOUNT OF LOAN	PAYABLE IN	FIRST INSTALLMENT		
\$ 385.00	24			
	CONSECUTIVE MONTHLY INSTALLMENTS	\$ 21.72	EACH SUCCEEDING INSTALLMENT:	FINAL INSTALLMENT OF \$ 21.72
			\$ 21.72 (EXCEPT FINAL)	PAYABLE ON 3-21-61
				EQUAL IN ANY CASE TO UNPAID PRINCIPAL AND INTEREST

### PROMISSORY NOTE

AGREED RATE OF CHARGES: { 2 1/2 % per month on that part of the unpaid principal balance not in excess of \$200.  
2 % per month on that portion of the unpaid principal balance in excess of \$200 but not in excess of \$500, and 5/6 of 1 % per month on any remainder of unpaid principal balance in excess of \$500.

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the Lender hereinabove named, or order, at its office designated above, the principal amount of this promissory note as set forth above, which is the actual amount lent and paid to the Borrower or his order as set forth above, with charges thereon at the agreed rates stipulated above, until said principal shall have been paid in full.

Principal and charges are payable in that certain number of consecutive monthly installments set forth above, and in the amounts and on the dates so stipulated, together with a final installment due as shown above, in the amount of the then remaining principal balance and accrued charges thereon.

From any payment made hereon, charges at said rate due on the unpaid principal balance shall first be deducted and the balance of any such payment shall be applied on the unpaid principal balance of this obligation until paid. If this promissory note is not paid at maturity, the unpaid principal balance thereof shall bear charges thereafter at said rate. The principal amount hereof or any part thereof may be paid in advance at any time with charges as above to the date of payment. The word "charges" wherever used herein shall be deemed to include interest at 10% per annum (5/6th of 1% per month).

Default in the payment of any installment of the principal balance or charges hereof or any part of either shall, at the option of the holder hereof, render the entire unpaid principal balance hereof and accrued charges thereon, at once due and payable.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times shall not affect the liability of any party hereto or surety, guarantor or endorser hereon. Sureties, guarantors, endorsers and parties severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this promissory note.

Witnesses:

John S. Smith  
Allice Makara

x Grover C. Phillips (Seal)  
x Mabel Phillips (Seal)

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

Circuit Court, Baldwin County

STATE OF ALABAMA  
BALDWIN COUNTY

No. 5989

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon GROVER C. PHILLIPY & MABEL PHILLIPY,  
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 GROVER C.  
PHILLIPY & MABEL PHILLIPY, Jointly & Individually. Defendant.....  
by G. A. C. FINANCE CORP. of Bellflower, A Corporation

..... Plaintiff.....

Witness my hand this.....

day of.....

1944

Alice J. Duck

Clerk

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

G.A.C. FINANCE CORP.

of Bellflower, A Corporation

Plaintiffs

vs.

GROVER C. PHILLIPY & MABEL

PHILLIPY, Jointly & Individually

## Defendants

## SUMMONS AND COMPLAINT

Filed ..... 19.....

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Still Motor Company

~~Bay Minette, Alabama~~

Received In Office

19.....

Sheriff

I have executed this summons

19.....

by leaving a copy with

Sheriff

Deputy Sheriff