

ALABAMA CREDIT CORPORATION, )  
 ) IN THE  
 )  
Plaintiff, ) CIRCUIT COURT OF BALDWIN  
 )  
VS. ) COUNTY, ALABAMA.  
 )  
Allen Vinson & Carolyn Vinson, ) July 28, 1964.  
 )  
Defendants )  
 )

WILSON HAYES, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Owen.

Q. Will you state your name?

A. Wilson Hayes.

Q. Are you an Attorney practicing Law in Baldwin County, Alabama?

A. Yes.

Q. How long have you practiced?

A. 10 years.

Q. Are you familiar with fees usually charged in Baldwin County,  
on suits on promissory notes where they are uncontested?

A. Yes.

Q. I show you this note, the balance due being \$391.76. What,  
in your opinion would be a reasonable Attorney's fee  
for the Plaintiff's Attorney?

A. \$60.00

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CIRCUIT COURT OF BALDWIN

July 28, 1964.

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C E R T I F I C A T E:

I hereby certify that the foregoing is a true and correct transcript of the testimony as taken by me, in open Court, before Hon. L. S. Moore, Special Judge, on the 28th day of July, 1964.

Louise Dumbauld  
Court Reporter

STATE OF ALABAMA )  
\*  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Allen Vinson and Carolyn Vinson to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of Alabama Credit Corporation.

WITNESS my hand this 12 day of June, 1964.

Alice J. Duck  
Clerk

Defendants reside on East Hurricane Road,  
Bay Minette, Alabama.

\* \* \* \* \*

ALABAMA CREDIT CORPORATION,

Plaintiff,

VS.

ALLEN VINSON and CAROLYN  
VINSON,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

6086

### COMPLAINT

The plaintiff claims of the defendants Three Hundred Ninety-one and 76/100 Dollars (\$391.76), balance due by promissory note made by the defendants on June 24, 1963, and payable in 24 monthly installments, the first installment due August 1, 1963, with interest thereon. Plaintiff avers that the defendants agreed to pay all reasonable attorney's fees incurred in the collection of the said promissory note and plaintiff avers that a reasonable attorney's fee is Sixty Dollars (\$60.00) and which it herewith claims.

[Signature]  
Attorney for Plaintiff

FILED

JUN 12 1964

64-6-17-64

Alice J. Duck, CLERK  
REGISTER

6086

Ala. Credit Corp.

vs.

Allen Vinson &  
Carolyn Vinson

Received 15 day of June 1934  
and on 17 day of June 1934  
I served a copy of the within  
on Allen Vinson  
Carolyn Vinson  
By service on

TAYLOR WILKINS, SHERRILL  
By W. A. Talbert D. S.  
om

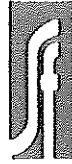
FILED

JUN 12 1934

ALICE I. DUCK, CLERK  
REGISTER

**Standard Furniture Mfg. Co., Inc.**

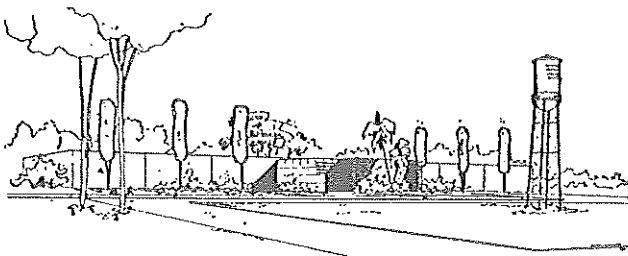
Phone 937-2451



Bay Minette, Ala.

P. O. Box 300

WE TOLD MR. TALBERT AT THE TIME THIS SUMMONS WAS  
DELIVERED THAT THIS MAN IS NOT EMPLOYED HERE.



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 Term, 19, of the Circuit Court of Baldwin County,  
to-wit: On the 28th day of July, 1964, being a regular day of  
said term, Alabama Credit Corp. #2

recovered judgment against Allen H. Vinson and Carolyn Vinson

for the sum of Four Hundred Fifty-one & 76/100 Dollars, and cost of suit,  
and affidavit having been made by  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

Standard Furniture Company

has or is believed to have in its possession, or under its control money  
or effects belonging to said defendant Allen H. Vinson or that it is, or  
is believed to be indebted to said defendant Allen H. Vinson 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 Standard Furniture Company

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 A. D. 19, 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 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 Allen H. Vinson

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

Witness, ALICE J. DUCK, Clerk of said Court, this 5 day of Feb, A. D., 1965

Issued 5 day of Feb, A. D., 1965

ATTEST:

Alice J. Duck, Clerk.

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 William M. Owens, Collection Manager, Alabama Credit Corp. #2 who being duly sworn, on oath says, that a regular \_\_\_\_\_ Term of the Circuit Court of Baldwin County, to-wit: on the 28th day of July 19 64, Alabama Credit Corp. #2 recovered a judgment against Allen H. Vinson and Carolyn Vinson

\_\_\_\_\_ for the sum of Four Hundred Fifty-one & 76/100 \_\_\_\_\_ Dollars besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that Standard Furniture Company

supposed to be indebted to or have effects of the said Allen H. Vinson in its possession, or under its control, and that he believes process of Garnishment against said Standard Furniture Company is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 30<sup>th</sup> day of January A. D. 1965

Virgil E. Johnson  
Notary Public Clerk.

State of Alabama at Large

William M. Owens



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 William M. Owens, Collection Manager, Alabama Credit Corp. #2 who being duly sworn, on oath says, that a regular \_\_\_\_\_ Term of the Circuit Court of Baldwin County, to-wit: on the 28th day of July 19 64, Alabama Credit Corp. #2 recovered a judgment against Allen B. Vinson and Carolyn Vinson \_\_\_\_\_ for the sum of Four Hundred Fifty and 3/100 Dollars besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that Standard Furniture Company \_\_\_\_\_ supposed to be indebted to or have effects of the said Allen B. Vinson in its possession, or under its control, and that he believes process of Garnishment against said Standard Furniture Company \_\_\_\_\_ is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 30th day of January A. D. 1965  
Virginia E. Johnson  
Notary Public  
State of Alabama at Large  
Clerk.

William M. Owens  
FILED  
FEB 5 1965  
ALICE J. DUCK, CLERK  
REGISTER

## STATE OF ALABAMA

Baldwin County

TO Allen H. Vinson....., Defendant.....:

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

Alabama Credit Corp. #2....., Plaintiff.....versus Allen H. Vinson and Carolyn Vinson....., Defendant.S.....

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

Standard Furniture Company.....

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

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

5 day of Feb....., 1965..Alfred J. Smith.....  
Clerk of the Circuit Court.67-2-5-65 538

6086 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Allen H. Vinson

Alabama Credit Corp

Plaintiff....

VS.

Allen Vinson

Defendant....

Received 5 day of Feb. 1965

on 5 day of Feb. 1965

Received a copy of the within Notice  
Allen Vinson

Service on

TAYLOR WILKINS, Sheriff

By W. A. Talbot, D. S.

on

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 Term, 19, of the Circuit Court of Baldwin County,  
to-wit: On the 28th day of July, 1964, being a regular day of  
said term, Alabama Credit Corp. #2

recovered judgment against Allen H. Vinson and Carolyn Vinson

for the sum of Four Hundred Fifty-one & 76/100 Dollars, and cost of suit,  
and affidavit having been made by  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

Standard Furniture Company

has or is believed to have in its possession, or under its control money  
or effects belonging to said defendant Allen H. Vinson or that it is, or  
is believed to be indebted to said defendant Allen H. Vinson 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 Standard Furniture Company

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 A. D. 19, 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 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 Allen H. Vinson

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

Witness, ALICE J. DUCK, Clerk of said Court, this 5 day of Feb, A. D., 1965

Issued 5 day of Feb, A. D., 1965

ATTEST:

Clerk.

64-2-5-65

539

Circuit Court, Baldwin County

No. 6086 1/2

Alabama Credit Corp.

VS. } Garnishment On Judgment

Allen Vinson

Standard Furniture Co.  
Garnishee

Received 5 day of Feb. 1965  
and on 5 day of Feb. 1965

I served a copy of the within on Standard Furniture Co.

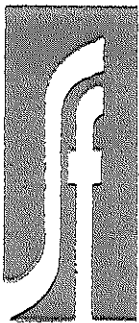
By service on Mrs. Jaze

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

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

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

Attorney



# Standard Furniture Mfg. Co., Inc.

Phone 937-2451

Box 300

Bay Minette, Ala., 36507

February 8, 1965

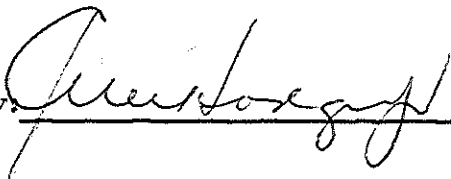
Circuit Court Baldwin County Alabama  
Bay Minette, Alabama

6086 1/2


Re: Alabama Credit Corporation #2  
vs  
Allen H. Vinson

In answer to the garnishment served us in connection with above captioned case, we wish to advise that Allen H. Vinson is not employed by this company at this time. We are not presently indebted to him nor do we expect to be indebted to him in the future.

STANDARD FURNITURE MFG. CO., Inc.

By: 

Sworn to and subscribed before me  
this 8th day of February, 1965.

  
Notary Public, State of Alabama

FILED

FEB 9 1965

ALBANY, ALA.

540

