

MERCHANTS NATIONAL BANK OF MOBILE	)	IN THE CIRCUIT COURT OF
A Corporation	)	BALDWIN COUNTY, ALABAMA
	)	AT LAW. 6094
-VS-	)	
JIM WILLIAMS, also known as HERBERT	)	
WILLIAMS, individually and d/b/a	)	
WILLIAMS TEA ROOM	)	
	)	
Defendant	)	

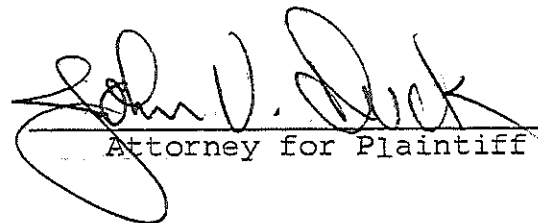
COUNT ONE:

Plaintiff claims of the Defendant the sum of NINE HUNDRED AND EIGHTEEN DOLLARS (\$918.00), due by Promissory Note made by him on the 3rd day of January, 1964, and payable in eighteen (18) installments of Fifty-One Dollars (\$51.00) each.

That in and by the terms of said note, that if the Defendant defaulted on any one note, the holder could declare the entire principal sum due and payable, and the Plaintiff now avers that the Defendant has defaulted in all of said monthly payments and declares the entire balance due and payable.

That in and by the terms of said note, the Defendant agreed to pay all cost of collection, whether secured by suit or otherwise, including a reasonable Attorney's fee, and the Plaintiff now claims the further and additional sum of One Hundred and Eighty Dollars (\$180.00) as a reasonable Attorneys fee.

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

  
Attorney for Plaintiff

Deft. may be served at  
602 Middle Street  
Fairhope, Alabama or  
Radcliff's Restaurant  
at Gulfshores, Alabama.

FILED

JUN 22 1984

ALICE J. DUCK, CLERK  
REGISTER

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 JIM WILLIAMS, also known as HERBERT  
WILLIAMS, individually and d/b/a WILLIAMS TEA ROOM

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 JIM WILLIAMS,  
also known as HERBERT WILLIAMS, Ind. d/b/a WILLIAMS TEA ROOM Defendant.....  
by MERCHANTS NATIONAL BANK OF MOBILE, a Corp.

Plaintiff.....

Witness my hand this.....

day of.....

1964

Clerk

No. 6094

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MERCHANTS NATIONAL BANK OF

MOBILE, A Corp.

Plaintiffs

vs.

JIM WILLIAMS, also known as

HERBERT WILLIAMS, Ind. d/b/a

WILLIAMS TEA ROOM

Defendants

SUMMONS AND COMPLAINT

FILED

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

JUN 22 1964

ALICE L. DUCK

CLERK

REGISTER

Clerk

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
602 Middle St. Fairhope, Ala.

or Radcliff's Rest. Gulf  
Shores, Ala.

Received In Office

6/22/64

....., Sheriff

I have executed this summons

this 27<sup>th</sup> June 1964

by leaving a copy with

Herbert Williams

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY

Leahurst  
DEPUTY SHERIFF

Taylor Wilkins

Sheriff

Fred L. Lipe

Deputy Sheriff

F. Lipe

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:

June 19th, 1964

FILE NO:

PRIORITY

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

ATTENTION:

SUBJECT:

Mason Plan Co. Inc. -vs- Louis Carnley  
Meechants Natl. Bank of Mobile,  
-vs- Jim William, d/b/a Herbert  
William or Williams Tea Room

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

Dear Mrs. Duck:

Enclosed you will find summons and complaint on  
the above. Please file and have served.

Sincerely,

JVD/oq

Encl:

SIGNED:

*John V. Duck*  
John V. Duck

DATE OF REPLY:

REPLY TO:

SIGNED:

SENDER: MAIL RECIPIENT WHITE AND PINK SHEETS

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

JOHN V. DUCK  
RICHARD C. LACEY  
ATTORNEYS AT LAW  
FAIRHOPE, ALABAMA

October 14, 1964

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

Re: Merchants National Bank of Mobile  
vs. Jim Williams. Case No. 6094  
Civil.

Dear Mrs. Duck:

Enclosed you will find a promissory note in the above  
styled cause and I would like very much if Judge  
Mashburn would enter a judgment by default in the  
amount of \$1,098.00.

Please forward to me the certificate of judgment.

Sincerely,



John V. Duck

JVD:lh  
Encls.

DUCK & LACEY  
Attorneys at Law  
P. O. DRAWER ~~XX~~ - FAIRHOPE, ALABAMA  
Y

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

P. O. Box 239

Bay Minette, Ala.

DATE

6094

DATE July 28, 1965

Re: Merchants National Bank of Mobile  
vs. Herbert Williams.

Dear Mrs. Duck:

Enclosed find Affidavit, Notice of  
Garnishment and Garnishment on Judgment  
to be filed in captioned case.

Sincerely,

SIGNED

SIGNED

MERCHANTS NATIONAL BANK OF  
MOBILE, a corporation,

Plaintiff,

Vs.

HERBERT WILLIAMS,

Defendant,

Vs.

CLUB LAMAR, a corporation,

Garnishee.

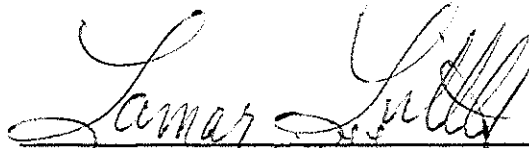
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6094 1/2

Personally appeared before me, Lamar Little, President of the Club Lamar, a corporation; a Notary Public in and for said State and County of Baldwin, who is personally known to me, and who being by me duly sworn, on oath says: That he is the President of the Club Lamar, a corporation, and he says that the Garnishee, Club Lamar, a corporation, is not now indebted to the Defendant, Herbert Williams, in any sum whatsoever, and was not indebted to him at the time of the service of this garnishment, nor at any time intervening, and that it will not be indebted in the future to said Defendant by any contract then or now existing, and that it will not be liable to the Defendant for the delivery of personal property by any contract then or now existing for the delivery of personal property, nor for the payment of monies which may be discharged by the delivery of personal property and that it has not in its possession or under its control money or effects belonging to the Defendant.



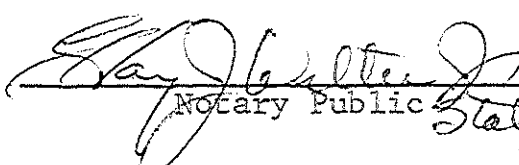
Lamar Little, President of the  
Club Lamar, a corporation.

Sworn to and subscribed before me on this the 5<sup>th</sup> day of August, 1965.

FILED

AUG 9 1965

NOTARY PUBLIC



Notary Public

State of Alabama at Large

The State of Alabama,

Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

October

TERM, 19 64.

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular October Term, 19 64, of the Circuit Court of Baldwin County, to-wit: On the 20th day of October, 19 64, being a regular day of said term, MERCHANTS NATIONAL BANK OF MOBILE, a corporation

recovered judgment against HERBERT WILLIAMS

for the sum of ONE THOUSAND NINETY-EIGHT AND NO/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:

CLUB LAMAR, a corporation, Gulf Shores, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant HERBERT WILLIAMS 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

CLUB LAMAR, 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 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 making its answer, or at any time intervening the time of serving the garnishment, and making the answer it was or is 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 HERBERT WILLIAMS

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

Witness, ALICE J. DUCK, Clerk of said Court, this 30 day of July A. D., 1965

Issued 30 day of July A. D., 1965

ATTEST:

EX-82-65

565

Alice J. Duck, Clerk.



Received 30 day of July 1965

on 2 day of August 1965

and a copy of the within Deed

Club Laman

by service on Laman Little

TAYLOR WILKINS, Sheriff

Jim Eastman  
Ruf Shores, et al.

Approx. Court Cost:

\$ 70.50

1098.00

\$ 1168.50

CIRCUIT COURT, BALDWIN COUNTY

No. 6094 1/2

Merchants Nat'l Bk  
of Mobile

VS. } GARNISHMENT ON JUDGMENT

Jim Williams a/k/a  
Herbert Williams

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

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

John V. Duck

Attorney

6094 1/2

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 October Term  
of the Circuit Court of Baldwin County, to-wit: on the 20th day of October

19 64, MERCHANTS NATIONAL BANK OF MOBILE, a corporation

recovered a judgment against JIM WILLIAMS, a/k/a HERBERT WILLIAMS

\_\_\_\_\_ for the sum of

ONE THOUSAND NINETY-EIGHT AND NO/100 Dollars

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

CLUB LAMAR, a corporation, Gulf Shores, Alabama

supposed to be indebted to or have effects of the said HERBERT WILLIAMS

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

Garnishment against said CLUB LAMAR, a corporation

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 30

day of July A. D. 1965

Alice J. Duck  
Clerk.

John V. Duck  
564  
JUL 30 1965  
ALICE J. DUCK, CLERK  
REGISTERED

STATE OF ALABAMA

Baldwin County

TO ..... HERBERT WILLIAMS ..... Defendant.....:

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

..... MERCHANTS NATIONAL BANK OF MOBILE ..... Plaintiff.....

versus ..... HERBERT WILLIAMS ..... Defendant.....;

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

..... CLUB LAMAR, a corporation .....  
.....

ha..... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 30<sup>th</sup>

.....day of July....., 1965

..... Alice J. Luck .....  
Clerk of the Circuit Court.

566

EX-8-2-65

Received 30 day of July 65  
and on 2 day of August 65

served a copy of the within Notice  
on Herbert Williams

By service on Herbert Williams

TAYLOR WILKINS, Sheriff

By JM Eastman  
Gulf Shores, Ala.

6094 1/2  
**NOTICE**

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Jim Williams aka Herbert  
Williams

Merchants Nat'l Bk of Mobile  
Plaintiff.....

VS.

Jim Williams aka Herbert  
Williams

Defendant.....

John V. Duck, Atty

INSTALLMENT LOAN

FORM 246

9700 NR 7-V 4009m

Mobile, Alabama,

Jan 3, 1964

I/We promise to pay to the order of THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Alabama.

Nine hundred eighteen & 00/100 Dollars \$ 918.00  
for value received. Payable at THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Alabama

In 18 installments of \$ 51.00 payable on 5 of each consecutive month, beginning Feb 5, 1964

after date without grace and balance of \$ payable

THE PARTIES TO THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY, OR GUARANTOR, EACH FOR HIMSELF, SEVERALLY AGREES: (A) TO PAY THIS NOTE; (B) TO PAY INTEREST THEREON AT THE RATE OF EIGHT PER CENTUM PER ANNUM, PAYABLE MONTHLY IN ADVANCE ON UNPAID BALANCE UNLESS OTHERWISE EXPRESSLY STIPULATED HEREIN, AND THAT SUCH INTEREST MAY BE COLLECTED BY THE PAYEE OR OWNER OF THE NOTE DISCOUNTING THE SAME, OR, IF THE NOTE SHOWS ON ITS FACE THAT IT BEARS INTEREST, BY THE OWNER THEREOF COLLECTING THE INTEREST AT ITS MATURITY; (C) THAT, IN ALL EVENTS, THIS NOTE, FROM THE DATE OF ITS MATURITY, SHALL BEAR INTEREST AT THE RATE OF EIGHT PER CENTUM PER ANNUM UNTIL PAID. EACH OF SAID PARTIES WAIVES, AS TO THIS DEBT, ALL RIGHT OF EXEMPTION UNDER THE CONSTITUTION AND LAWS OF ALABAMA, OR ANY OTHER STATE, AND THEY EACH SEVERALLY AGREE TO PAY ALL COSTS OF COLLECTING OR SECURING, OR ATTEMPTING TO COLLECT OR SECURE, THIS NOTE, INCLUDING A REASONABLE ATTORNEY'S FEE, WHETHER THE SAME BE COLLECTED OR SECURED BY SUIT OR OTHERWISE, AND THE MAKER, ENDORSER, SURETY, OR GUARANTOR OF THIS NOTE SEVERALLY WAIVES DEMAND, PRESENTMENT, PROTEST, NOTICE OF PROTEST, SUIT, AND ALL OTHER REQUIREMENTS NECESSARY TO HOLD THEM. IF ANY INSTALLMENT IS NOT PAID AT MATURITY, OR IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST THE UNDERSIGNED, OR IF A BILL FOR A RECEIVER BE FILED AGAINST THE UNDERSIGNED, OR IF THE UNDERSIGNED SHALL MAKE ANY GENERAL ASSIGNMENT, OR SHALL MAKE ANY TRANSFER OR CONVEYANCE OF ANY PART OF HIS PROPERTY IN SUCH MANNER AS TO PREFER ONE CREDITOR OVER ANOTHER, OR TO CONSTITUTE A FRAUDULENT CONVEYANCE, THEN THE ENTIRE UNPAID AMOUNT OF THIS NOTE SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE HOLDER. IT IS UNDERSTOOD AND AGREED THAT A LATE CHARGE OF FIVE CENTS PER DOLLAR WILL BE PAID BY THE MAKER(S) ON EACH INSTALLMENT MORE THAN FIFTEEN DAYS IN ARREARS.

602 Middle St. Fairhope Ala 36532 J Williams (SEAL)

Address Chattel mortgage on equipment (SEAL)

Address 79-306-16 J. Williams

INSTALLMENT LOAN

FORM 246

9700 NR 4009m  
7-V

Mobile, Alabama,

Jan 3, 1964

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602 Middle St. Fairhope Ala 36532 J Williams (SEAL)

Address Chattel mortgage on equipment (SEAL)

Address 79-306-16 J. Williams