

MASON PLAN CO. INC.)	IN THE CIRCUIT COURT OF
A Corporation)	
Plaintiff)	BALDWIN COUNTY, ALABAMA,
)	
-VS-)	AT LAW. 6095
LOUIS CARNLEY)	
Defendant)	

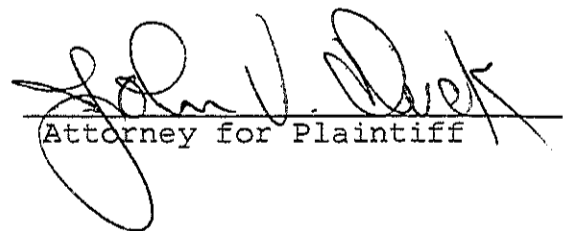
COUNT ONE:

Plaintiff claims of the Defendant the sum of TWO HUNDRED NINETY and 63/100 DOLLARS (\$290.63), due by Promissory Note made by him on the 17th day of April, 1963, and payable in twenty-four (24) installments of SEVENTEEN and 42/100 DOLLARS (\$17.42).

That in and by the terms of said note, the maker agreed that upon the default of any one monthly installment that the entire principal balance would be due and payable at the option of the holder, and the Plaintiff herein now claims the entire amount due and payable.

that in and by the terms of said note, the Defendant agreed to pay a reasonable Attorney's fee whether secured by suit or otherwise, and the Plaintiff now claims the further and additional sum of Sixty Dollars (\$60.00) 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
8 Brown Street, Fairhope,
Alabama.

FILED
JUN 22 1964
ALICE I. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

Circuit Court, Baldwin County

STATE OF ALABAMA
BALDWIN COUNTY

No. 6095

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon LOUIS CARNLEY

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.....

MASON PLAN CO., INC., A Corporation..... Defendant.....

by LOUIS CARNLEY.....

..... Plaintiff.....

Witness my hand this 22 day of June 1964

Alice J. Cook..... Clerk

64-6-23-64

No. 6093

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

MASON PLAN CO. INC.

A Corporation

Plaintiffs

vs.

LOUIS CARNLEY

Defendants

SUMMONS AND COMPLAINT

Filed

FILED

19.....

JUN 22 1964

Clerk

ALICE J. DUCK, CLERK
REGISTERED

John H. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
8 Brown Street

Fairhope, Alabama

Received In Office

6/22 1964

Sheriff

I have executed this summons

this

23rd June 1964
by leaving a copy with

Louis Carnley

Sheriff claims

70 miles at
Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY

Deputy Sheriff

Taylor Wilkins

Sheriff

Fred Seibert

Deputy Sheriff

F. Seibert

NOTE

Loan No. 7944\$ 300Mobile, Alabama, 4-17 1963**MASON PLAN CO., INC.**

115 St. Michael Street, Mobile, Alabama

For value received, the undersigned jointly and severally promise to pay to the order of **MASON PLAN CO., INC.**, at its office in the City of Mobile, Alabama, the sum of Three Hundred and Dollars, in 17 installments of \$ 17.72 each, and a final installment of \$ 17.72,

Maturity Date Sept. 15-65

on the 23 day of each and every month hereafter until paid, said principal amount being the cash advance and said installments including interest at the rate of three per cent a month on that part of the unpaid principal balance not in excess of \$200, and two per cent a month on that part of the unpaid principal balance in excess of \$200 but not exceeding \$300.

Payment of principal and interest shall be made in consecutive monthly installments as indicated above beginning on the above stated due date for the first installment and continuing on the same day of each succeeding month with a final installment covering any unpaid balance, including interest, until principal and interest have been fully paid.

If the principal amount of this note or of any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the above rates for six months after the due date of the final installment of principal or interest, after which the amount then due shall bear interest at the rate of eight per cent per annum until fully paid.

Every payment made hereon shall be applied first to interest to date of actual payment and the remainder to principal. In the computation of interest, one month shall be that period of time in a month to a corresponding date in the next month and if there is not such corresponding date then to the next day of the next month; and a day shall be considered 1/30 of month when computation is made for a fraction of a month.

The insolvency of any obligor hereon, or the filing by or against any obligor hereon of any petition or proceeding in receivership or in bankruptcy or under any statute of the United States relating to bankruptcy or compositions, or default in the payment of any installment of the principal or interest hereof, or of any part of either, shall, at the option of the holder hereof, and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest hereon at once due and payable, and in addition thereto the obligors hereunder agree to pay all reasonable costs of collection, including a reasonable attorney's fee, provided, however, that holder shall in no event receive or participate in such collection costs or attorney's fees. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times, or any variation, modification or waiver of any term or condition hereof at any time or times, shall not affect the liability of any obligor hereof, it being the intent of all of the obligors that they shall continue jointly and severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. All obligors hereon both individually and severally hereby waive notice of acceptance, presentment for payment, demand, protest, notice of demand, non-payment, and protest of this note, and further waive all rights of exemption of every kind under the laws of the State of Alabama or any other state.

Louis Carley
Name of Borrower
S Brown St Fairhope
Address of Borrower

Amount of Advance \$ 300
Interest @ 4 1/2% \$ 0
Insurance \$ 4.50
Filing \$ 0

Name of Person Making Loan J. Williams

Witness our hands and seals this date

Louis Carley (Seal)
Signature of Borrower
S Brown St Fairhope Ala
Address of Borrower

None (Seal)
Endorser

Address of Endorser

JOHN V. DUCK
RICHARD C. LACEY

DUCK & LACEY
Attorneys at Law
FAIRHOPE, ALABAMA

319 MAGNOLIA AVENUE
P. O. BOX 296
TELEPHONE 928-2191

December 30, 1964

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

Re: Mason Plan vs. Louis Carnley
Civil Case No. 6095

Dear Mrs. Duck:

Enclosed you will find promissory note in the
above styled cause.

Would you please have Judge Mashburn enter a
Judgment in the amount of \$421.21 to be broken
down as follows:

Interest	\$ 88.00
Principal	272.58
Attorney's	
Fee	60.00.

Sincerely,



John V. Duck

JVD:lh
Encls.

State of Alabama

BALDWIN COUNTY

TO LOUIS CARNLEY, Defendant.

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

MASON PLAN COMPANY, INC.

Plaintiff,

versus LOUIS CARNLEY, Defendant.

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

SPECIALTY CONTRACTORS, INC.

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 14 day of Nov, 1946.

Clerk of the Circuit Court.

State of Alabama

BALDWIN COUNTY

TO LOUIS CARNLEY, Defendant:

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

MASON PLAN COMPANY, INC.

Plaintiff,

versus LOUIS CARNLEY, Defendant,

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

SPECIALTY CONTRACTORS, INC.

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 14

day of Nov, 1946.

Clerk of the Circuit Court.

50

N.F.

NO. 6095 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Mason Plaw Co

Plaintiff.....

VS.

Louis Carnley
J. Lopez

Defendant.....

14 Nov 66

Notice
on Louis Carnley

By service on
TAYLOR WILKINS, Sheriff

By

RETURNED 11-17-66
Not found in Baldwin County after diligent search and inquiry.
RAY D. BRIDGES, Sheriff
By J. Lopez

Returned 10 day of Dec 1966
Not found in my county after diligent search and inquiry.

Taylor Wilkins, Sheriff
By Ray Randall
Deputy Sheriff

The State of Alabama,

Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

DECEMBER

TERM, 1964

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular December Term, 1964, of the Circuit Court of Baldwin County, to-wit: On the 31st day of December, 1964, being a regular day of said term, MASON PLAN COMPANY, INC.

recovered judgment against LOUIS CARNLEY

for the sum of ONE HUNDRED FIFTY EIGHT & 26/100 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:

SPECIALTY CONTRACTORS, INC.

401 Bayshore Avenue, Mobile, Ala.

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 Commanded to Summon

SPECIALTY CONTRACTORS, INC.

401 Bayshore Avenue, Mobile, Ala.

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 November A. D. 1966, *within 30 days*

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 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 LOUIS CARNLEY

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

Witness, ALICE J. DUCK, Clerk of said Court, this 14 day of Nov A. D., 1966

Issued 14 day of Nov A. D., 1966

ATTEST:

67-576
11-16-66 51

Alice J. Duck, Clerk.

RECEIVED

NOV 14 1966

TAYLOR WILKINS
SHERIFF

Received 15 Day of Nov 1966
and on 16 Day of Nov 1966
I served a Copy of this within
on Special Agent Connelley

by service on Mrs Jordan
and Mr Jordan

RAY D. BRIDGES, JR.
By J. Thomas

CIRCUIT COURT, BALDWIN COUNTY

No. 6095 1/2

Mason Plan Co

VS. } GARNISHMENT ON JUDGMENT

Louis Carnley

Mrs Jordan BK

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

NOV 15 9 33 AM '66

Attorney
MOORE PRINTING COMPANY - BAY MINETTE, ALA.

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

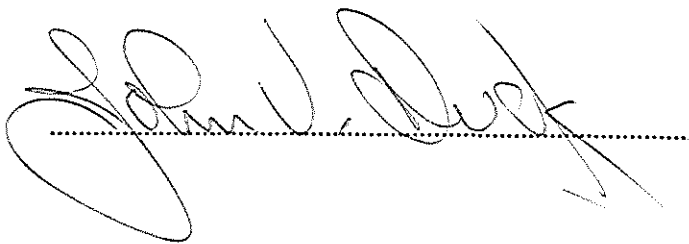
who being duly sworn, on oath says, that a regular December Term
of the Circuit Court of Baldwin County, to-wit: on the 31st day of December
19 64, MASON PLAN COMPANY, INC.

recovered a judgment against LOUIS CARNLEY
..... for the sum of
ONE HUNDRED FIFTY EIGHT AND 26/100 Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
SPECIALTY CONTRACTORS, INC.

supposed to be indebted to or have effects of the said LOUIS CARNLEY
in its possession, or under its Control, and that he believes process of
Garnishment against said LOUIS CARNLEY
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 14
day of Nov A. D. 1966
Alice J. Duck
Clerk.



ACOUSTICAL
CEILINGS

SPECIALTY CONTRACTORS

INCORPORATED

P. O. BOX 7111 MOBILE, ALA.

PHONE 205 471-2511
December 8, 1966

W. 6095 1/2

ACOUSTICAL
PARTITIONS

COMPUTER
FLOORS

FOLDING
DOORS

LUMINOUS
CEILINGS

PROTECTIVE
COATINGS

ROOF
DECKS

VENTILATING
CEILINGS

STATE OF ALABAMA

COUNTY OF MOBILE

I, Edwin L. Rumpf, Jr., manager of Specialty Contractors, Inc. 401 Bay Shore Avenue, Mobile, Alabama do certify that Louis Carnley is not now, and has not been in the employ of Specialty Contractors, Inc., 401 Bay Shore Ave. since the week ending September 25, 1966.

SPECIALTY CONTRACTORS, INC.

Edwin L. Rumpf, Jr.
Edwin L. Rumpf, Jr.

The above sworn and subscribed to me on this 8th day of December, 1966.

Edith S. Jordan
Edith S. Jordan, Notary Public

My commission expires 3/17/70

FILED
DEC 8 1966
ALICE L. DICK, CLERK
REGISTER