

AID LOAN SYSTEM, a corpo-
ration,

Plaintiff,

Vs.

JACK R. JOHNSON and
NEOMA JOHNSON,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Case No. 6126

DEMURRER

Comes now Jack R. Johnson and Neoma Johnson, defendants in above styled cause, and files this their demurrer to the complaint heretofore filed in this cause, and to each and every count thereof, separately and severally, to-wit:

ONE: The complaint does not show that the suit is brought by the payee, Home Loan and Discount Company.

TWO: The complaint does not show that the plaintiff is holder of the alleged note in due course.

THREE: The complaint does not show the amount of the note allegedly made to Home Loan and Finance Company.

FOUR: The complaint does not allege the rate of interest due on the alleged promissory note.

FIVE: The complaint fails to allege the amount of the alleged note made on 5 January, 1961.

SIX: The complaint fails to allege the amount paid on the alleged note.

SEVEN: The complaint fails to allege whether the plaintiff is a licensee under the Alabama Small Loan Act.

EIGHT: The complaint fails to allege the amount claimed as attorneys' fee.

NINE: The complaint fails to allege the date the alleged promissory note was endorsed to the plaintiff.

TEN: The complaint does not state a cause of action.

Kenneth Cooper
Attorney For Defendants

Attorney of Record
For Plaintiff:

Hon Tolbert M. Brantley
Attorney At Law
Bay Minette, Alabama

FILED
AUG 1964

ALICE L. DICK, CLERK
REGISTER

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Jack R. Johnson and Neoma Johnson 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 Aid Loan System

Witness my hand this 28 day of July, 1964.

Alice L. Duck
Clerk

AID LOAN SYSTEM, a corpora- X
tion, X

Plaintiff X

Vs. X

JACK R. JOHNSON and X
NEOMA JOHNSON, X

Defendants. X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

6126

1.

Plaintiff claims of the Defendants the sum of ONE THOUSAND ONE HUNDRED FIFTY-TWO AND 00/100 DOLLARS (\$1,152.00) due from them by promissory note made by the Defendants on the 5th day of January, 1961 and payable to Home Loan and Discount Company on or before July 5, 1962 and said note was endorsed to the Plaintiff for value received by Home Loan and Discount Company which said note, with interest thereon, is unpaid. Plaintiff avers that said note provides for a reasonable attorney's fee which the Plaintiff claims.

WILTERS & BRANTLEY

BY: William M. Brantley

Attorney for the Plaintiff

FILED

JUL 28 1964

ALICE L. DUCK, CLERK
REGISTER

EX-8-5-64

580

AID LOAN SYSTEM, A Corporation,

Plaintiff,

vs:

JACK R. JOHNSON & NEOMA JOHNSON,

Defendant.

FILED

JUL 28 1964

ALICE J. DICK, CLERK
REGISTERED

WILTERS & BRANTLEY

Attorneys for Plaintiff

Received 29 day of July 1964

and on 5 day of Aug 1964

I served a copy of the within

on

By service on

TAYLOR WILKINS, Sheriff

W. C. Talbert
White House Fork

Sheriff claims 40 miles

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY

Talbert
DEPUTY SHERIFF

NOTE & CHATTEL MORTGAGE

City MOBILE County, MOBILE Ala. \$ 1,152.00

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of:
HOME LOAN & DISCOUNT COMPANY 51 S. CONCEPTION ST. MOBILE, ALA.

~~EXAMINERS EXAMINER & FINANCE COMPANY,~~

the amount advanced of \$ 1,056.88, together with the amount charged of \$ 95.12 Loan No. L-6073
or the total indebtedness of ELEVEN HUNDRED FIFTY TWO DOLLARS. Dollars

Payable at its said office in 18 equal successive { weekly
and one (1) installment of \$ None semi-monthly installments of \$ 65.00
monthly

First installment is due on FEBRUARY 5th., 19 61; Final payment of balance on July 5th., 19 62

It is understood that, time being of the essence, if any one of said installments or any portion thereof shall become due and remain unpaid, then all the remaining unpaid installments shall, at the option of the holder, and without any demand or notice to the undersigned be considered as due and payable. The undersigned, whether makers, co-makers, endorsers, sureties or guarantors severally and jointly 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 to either of them of such extension and without releasing them from liability hereunder. The undersigned agree to pay all costs of collecting or attempting to collect this note, including a reasonable attorney's fee, and each expressly waives as to this debt all rights to claim personal property as exempt under the laws and Constitution of the State of Alabama or of any State in the United States.

In further consideration of the said indebtedness of the undersigned and for the purpose of securing the same, and any extension or renewal thereof and any advances which may be hereafter made to the undersigned, the undersigned, severally and jointly, does hereby grant, bargain, sell and convey to the said payee

of this note, the following personal property, now located at RT. 1 BOX 241 BAY MINETTE, ALA. to-wit:
together with:

That certain automobile, if any, described as follows:

MAKE	YEAR	BODY STYLE	MOTOR NO.	SERIAL NO.
Buick	1950	4 door	61149495	

1 odd chair, 1 gray davenport, 1 philco radio, 2 end tables, 1 coffee table
1 Stove, 1 wood table, 4 wood chairs, 1 metal kitchen cabinet, 1 G. E. Automati
Washing machine, 1 Frigidaire, Elec. Range, 1 Westinghouse Elec. Ref. 1 Sewing
mach. 1 Maple Bed, 1 Maple Chest of drawers, 1 dresser, maple, 1 24" TV, Zenith

1 1958 Super A. International Tractor, with Disc and Bloughs and cultervator
and Fertilizer spreader. Serial # 317439

Warranted free from all encumbrances and against any adverse claims. The holder shall have the right, during the life of this mortgage or at any time before the debt secured hereby is paid, to advance to undersigned any additional sum and such advances shall likewise be secured by this Mortgage. The undersigned covenant to insure said property at the cost and expense of the undersigned against loss by fire, theft, collision or conversion, with loss, if any, payable to the holder as its interest may appear and should the undersigned fail to procure such insurance, then the Mortgagee may, at its election, secure such insurance for its benefit, at the cost of the undersigned, but the holder shall not be obligated to do so, and the costs thereof shall be secured hereby. The holder hereof is authorized to make settlement of any claims for any loss which may be incurred under any such insurance policies and to receive and collect any monies which may become due and payable under the same and apply the proceeds thereof toward the payment of the indebtedness secured hereby; and the holder is hereby further authorized to execute in the names and as attorney-in-fact for the undersigned such instruments as may be necessary in connection with the filing of claims, proofs of loss, release, or any other instrument necessary to collect, settle or adjust any such claim, without liability to the undersigned for any alleged inadequacy of the settlement and adjustment.

Upon condition, however, that if the undersigned pay said indebtedness and shall do and perform all of the acts herein agreed to be done, this conveyance shall be void; otherwise to remain in full force and effect; but if the undersigned shall fail to pay said indebtedness or any installment thereof, or, in the event of the sale or offer for sale of any part of the foregoing described property, or, should this mortgage cover furniture, the removal or attempt to remove such property from the above described premises without the written consent of the holder, or, should this mortgage cover an automobile, the removal or attempt to remove such automobile from said County without the written consent of the holder, or, in the event of the filing of a petition in bankruptcy or debtor's petition by or against any of the undersigned, or, upon the breach by the undersigned of any of the terms and provisions of this mortgage, or, in the event the holder hereof shall for any reason deem itself insecure, then in either of said events, the whole of said indebtedness shall at once become due and payable, without notice, and the holder hereof, or its assigns, shall have the right to immediately take possession of all or any part of the above described property and sell the same, with or without legal procedure, without notice, either at public or private sale, and at such place as the holder hereof may elect, with or without having the property at the place of sale, and the holder hereof shall have the right to purchase at said sale. The proceeds of said sale shall be applied, first to the expense of advertising, selling said property, including a reasonable attorney's fee, second, to the payment of the indebtedness hereby secured, together with interest thereon, including any amount which may have been expended by the holder for taxes, insurance, or in satisfaction of any prior encumbrance, and, third, the balance, if any, to be turned over to the undersigned; and, in case of a deficiency, the undersigned agree to pay such deficiency.

Upon condition, however, that if the undersigned pay said debt as evidenced by the undersigned's certain promissory note and chattel mortgage of even date herewith, according to the terms and conditions thereof, then said mortgage shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto placed their hands and seals on the day, month and year first above set out.

WITNESSES: Bob J. Home Name of person making loan
Jack Johnson Name and Signature of borrower (L. S.)
Thomas Johnson (L. S.)
(L. S.)

ACCOUNT No. L-6073

NOTE AND CHATTEL MORTGAGE

FROM

Jack R. Johnson
Rt. 1, Box 241
Bay Minette, Alabama

TO

HOME LOAN AND DISCOUNT CO.
~~FAMOUS INVESTMENT CO., INC.~~
51 S. Conception Street
Mobile, Alabama

BY
HOME LOAN & DISCOUNT CO.
WITHOUT RECOURSE
AND
PAY TO THE ORDER OF

FOR L
FAMOUS INVESTMENT CO., INC.

ASSIGNMENT

Pay to the order of _____ with _____ without recourse

The undersigned warrants that the within instrument is genuine and in all respects what it purports to be; that all statements of fact therein contained are true; that all the time of execution of this note the undersigned had good title to the property covered thereby and the right to transfer title thereto; that all parties to the foregoing instrument have capacity to contract and that the undersigned has good right to make this assignment, has entered the same on his books of account and has no knowledge of any facts which impair the validity of said instrument or render it less valuable.

This _____ day of _____ 195____

By _____ (L.S.)
Manager

FILED
DEC 10 195
CLERK
REGISTER

AID LOAN SYSTEM, A
Corporation,

Plaintiff,

Vs.

JACK R. JOHNSON and
NEOMA JOHNSON,

Defendants.

)
)
)
)
)
)
)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6126

ANSWER

ONE:

Comes now the Defendants in above styled cause, by their attorney,
and for answer to the complaint heretofore filed in this cause and say
that the allegations of the complaint are untrue.

TWO:

And comes now the defendants in above styled cause, in answer to
the complaint, saith that the said note upon which the action is
founded is usurious and void for the interest thereon.


Attorney For Defendants.

Attorney For Plaintiff:

Hon Tolbert M. Brantley
Attorney At Law
Bay Minette, Alabama

FILED
NOV 24 1984
ALICE L. DICK, CLERK
REGISTER

KENNETH COOPER

ATTORNEY AT LAW

109 EAST 1ST STREET

BAY MINETTE, ALABAMA

TELEPHONE 937-7412

19 November, 1965

Mr. Jack Johnson
Route 1
Bay Minette, Alabama

Dear Mr. Johnson:

C This is to confirm my withdrawal as your attorney
in the case of Aid Loan System against you, which is
Circuit Court Case No. 6126.

O I wish to advise you that, contrary to what you
advised me a few days ago, your case will go to trial.
And yesterday it was set for trial at 9:00 A.M.,
December 16, 1965, before Judge Mashburn. Unless you
are present, and ready for trial at said time, the
plaintiff, Aid Loan System, will take a default judgment
against you.

P A copy of this letter is being furnished the Clerk
of Circuit Court in order that her records may reflect
my withdrawal.

Very truly yours,

Y *Kenneth Cooper*
Kenneth Cooper

KC/gw

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

E. E. BALL
ATTORNEY AT LAW
STAPLETON BUILDING
BAY MINETTE, ALABAMA 36507

POST OFFICE BOX 688

TELEPHONE
(205) 937-6776

November 30, 1972

Mrs. Eunice Blackmon, Clerk
Baldwin County Court House
Bay Minette, Alabama

Re: Aid Loan System vs. Jack R.
Johnson et. al.
Case No. 6126

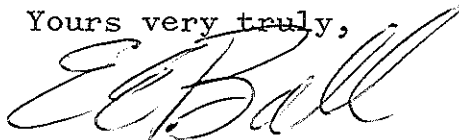
Dear Mrs. Blackmon:

Would you please issue an alias execution in the above
styled cause?

Thank you for your assistance in this matter.

With best regards, I am

Yours very truly,

A handwritten signature in cursive script, appearing to read "E. E. Ball".

E. E. BALL,
Attorney at Law

EEB/sh

HARRY J. WILTERS, JR.
TOLBERT M. BRANTLEY

LAW OFFICES OF
WILTERS & BRANTLEY
P. O. BOX 968
BAY MINETTE, ALABAMA 36507

PHONE
BAY MINETTE 937-5533

May 25, 1972

Mrs. Eunice Blackmon
Circuit Clerk
Bay Minette, Alabama

Dear Mrs. Blackmon:

Please dismiss the garnishment I filed in the case of
Aid Loan System v. Jack Johnson, O. W. Lyles & Son,
Garnishee.

Yours truly,


T. M. Brantley

TMB/jcw

HARRY J. WILTERS, JR.
TOLBERT M. BRANTLEY

LAW OFFICES OF
WILTERS & BRANTLEY
P. O. BOX 968
BAY MINETTE, ALABAMA 36507

PHONE
BAY MINETTE 937-5533

July 26, 1972

Hon. E. E. Ball
Attorney at Law
Stapleton Bldg.
Bay Minette, Alabama

Dear Mr. Ball:

I do not find a notice of no property found in my file
of Aid Loan System v. Jack R. Johnson. This was prob-
ably done several years ago.

Yours truly,



T. M. Brantley

TMB/jcw

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Dec Term, 1965, of the Circuit Court of Baldwin County, to-wit: On the 16 day of Dec, 1965 being a regular day of said term, Aid Loan System, a corporation,

recovered judgment against Jack R. Johnson and Neoma Johnson,

for the sum of Five Hundred Fifty (\$550.00) Dollars, and cost of suit, and affidavit having been made by Tolbert M. Brantley that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

O. W. Lyles & Son, a corporation,

has or is believed to have in ~~their~~ ^{ITS} possession, or under ~~their~~ ^{ITS} control money or effects belonging to said defendant JACK R. JOHNSON or that ~~they~~ ^{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

O. W. Lyles & Son, a corporation,

to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from

the service of the garnishment, or at the making ~~their~~ ^{ITS} answer, or at any time intervening the time of serving the garnishment, and making the answer ~~they~~ ^{IT} ~~was~~ ^{was} indebted to said defendant and whether ~~they~~ ^{IT} will not be indebted in future to said defendant

by a contract then existing, and whether by a contract then existing ~~they~~ ^{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 ~~they~~ ^{IT} has not in ~~their~~ ^{ITS} possession or under ~~their~~ ^{ITS}

control money or effects belonging to the defendant Jack R. Johnson and Neoma Johnson

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

Witness, Eunice B. Blackmon, Clerk of said Court, this 2nd day of May, A. D., 1972

Issued 2nd day of May, A. D., 1972...

ATTEST:

Eunice B. Blackmon Clerk.

CIRCUIT COURT, BALDWIN COUNTY

No. 6126 1/2

Auto Loan System
a corp.

VS. }

GARNISHMENT ON JUDGMENT

Jack R. Johnson

A. W. Lyles, & Son, Inc.

Issued 2nd day of May 1972

Returnable _____ day of _____ 19____

Winters & Grantley
Attorney

Moore Printing Company, Bay Minette, Alabama

MAY 4 1972

TAYLOR WILKINS
SHERIFF

Sheriff claims _____ miles at

Ten Cents per mile Total \$ _____
TAYLOR WILKINS, Sheriff

BY _____
DEPUTY SHERIFF

Received 4 day of May 1972

and on 12 day of may 1972

I served a copy of the within debt

on A. W. Lyles & Son

By MADE W Lyles

TAYLOR WILKINS, Sheriff

By W. A. Grantley D. S.

STATE OF ALABAMA

Baldwin County

TO Jack R. Johnson and ~~Neoma Johnson~~, Defendant S:

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

Aid Loan System, a corporation Plaintiff.....versus Jack R. Johnson and ~~Neoma Johnson~~ Defendant S.....

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

O. W. Lyles & Son, a corporation,.....

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

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

2nd day of May, 1972.Ernie B. Blackmon
Clerk of the Circuit Court.

Received 4 day of May 1972
and on 12 day of May 1972
I served a copy of the within to Jack R. Johnson
on Jack R. Johnson

By service on _____

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

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

6126 1/2

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

TO
Jack R. Johnson

Aid Loan Septer
Plaintiff.....

VS.
Jack R. Johnson

Defendant.....
Winters & Brantley

MAY 4 1972

TAYLOR WILKINS
SHERIFF

612672
THE STATE OF ALABAMA
Baldwin County

Circuit Court

Eunice B. Blackmon

Personally appeared before me, ~~Alex J. Duck~~, Clerk of the Circuit Court in and for Baldwin County and State

aforsaid Tolbert M. Brantley

who being duly sworn, on oath says, that a regular Term

of the Circuit Court of Baldwin County, to-wit: on the 16 day of Dec

1965 Aid Loan System, a corporation,

recovered a judgment against Jack R. Johnson and Neoma Johnson,

for the sum of

Five Hundred Fifty and no/100 (\$550.00) ----- Dollars

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

O. W. Lyles & Son, a corporation,

supposed to be indebted to or have effects of the said Jack R. Johnson and Neoma Johnson

in their possession, or under their Control, and that he believes process of

Garnishment against said O. W. Lyles & Son, a corporation,

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 2

day of May A. D. 1972.

Eunice B. Blackmon

Clerk.

Tolbert M. Brantley

AID LOAN SYSTEM, a
corporation,

Plaintiff,

VS.

JACK R. JOHNSON, and
NEOMA JOHNSON,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6126 1/2 A

NOTICE OF GARNISHMENT

TO JACK R. JOHNSON, DEFENDANT:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of Aid Loan System, a corporation, Plaintiff, versus Jack R. Johnson and Neoma Johnson, Defendants, now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which O. W. Lyles & Son, a corporation, has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 4th day of August, 1972.

Eunice B. Blackmon
Eunice B. Blackmon,
Clerk of the Circuit Court.

Received 4 day of Aug. 1912
and on 7 day of Sept. 1912
I served a copy of the within
on Jack R. and Neoma
Johnson

By service on _____

TAYLOR WILKINS Sheriff

By W. A. DeLoach
White House Fork

Sheriff claims 20 miles at
Ten Cents per mile Total \$ 2.00
TAYLOR WILKINS, Sheriff
BY DeLoach DEPUTY SHERIFF

22723

#6126 1/2A

AID LOAN SYSTEM, A CORPORATION

VS:

JACK R. JOHNSON, & NEOMA JOHNSON

NOTICE OF GARNISHMENT

RECEIVED

AUG 4 1912

TAYLOR WILKINS

SHERIFF

E.E. Ball

Attorney for Plaintiff

AID LOAN SYSTEM, a corporation,)	
Plaintiff,)	
VS.)	IN THE CIRCUIT COURT OF
JACK R. JOHNSON and NEOMA JOHNSON,)	BALDWIN COUNTY, ALABAMA
Defendants,)	AT LAW
O. W. LYLES & SON, a corporation,)	CASE NO. <u>61262A</u>
Garnishee.)	

Personally appeared before me DANIEL T. RIDER
a Notary Public, in and for said County and State, O. W. Lyles, who
is personally known to me, and who being by me duly sworn on oath
says that he is the President of O. W. Lyles & Son, a corporation,
and as such makes answer in this matter. In answer to the notice
of conditional judgment, the Affiant says that this corporation
inadvertently failed to answer the writ of garnishment heretofore
issued against them. For answer to said writ of garnishment, the
Garnishee says that it is not now indebted to the Defendants in any
sum whatsoever. That it was not indebted to him at the time of
the service of this garnishment nor at any time intervening between
the time of the service of the garnishment and the making of this
answer and that it will not be indebted to the Defendant in the
future by any contract then or now existing; 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 pro-
perty nor for the payment of money which may be discharged by the
delivery of personal property and that it does not have in its
possession or under its control money or effects belonging to the
Defendants.

O. W. Lyles
O. W. Lyles

Sworn to and subscribed before me on this the Nov. 12 day of
November, 1972.

FILED

NOV 14 1972

EUNICE B. BLACKMON CIRCUIT CLERK

Daniel T. Rider
Notary Public

6126 1/2 A.

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, Eunice B. Blackmon, Clerk of the Circuit Court in and for Baldwin County and State aforesaid E. E. Ball, who being duly sworn, on oath says, that a regular December Term of the Circuit Court of Baldwin County, to-wit: on the 16th day of December, 1965, Aid Loan System, a corporation, recovered a judgment agsinst Jack R. Johnson and Neoma Johnson, for the sum of Five Hundred Fifty and no/100 (\$550.00) Dollars besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect; that O. W. Lyles & Son, a corporation, supposed to be indebted to or have effects of the said Jack R. Johnson in its possession, or under its Control, and that he believes process of Garnishment against O. W. Lyles & Son, a corporation, is necessary to obtain satisfaction of said judgment.

E E Ball

E.E. BALL

Sworn to and subscribed this 4
day of August, A. D. 1972.

Eunice B. Blackmon
Eunice B. Blackmon, Clerk
Circuit Court of Baldwin County, Alabama

FILED

AUG 1972

EUNICE B. BLACKMON CIRCUIT CLERK

AID LOAN SYSTEM, a
corporation,

Plaintiff,

VS.

JACK R. JOHNSON, and
NEOMA JOHNSON,

Defendants,

O. W. LYLES & SON, a
corporation,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

CASE NO.

6126 1/2 A

CONDITIONAL JUDGMENT

Comes the Plaintiff, by attorney, and moves for conditional judgment against the above named garnishee; and it appearing to the Court that on the 16th day of December, 1965, the Plaintiff recovered a judgment against the Defendants for the sum of Five Hundred Fifty (\$550.00) Dollars, and costs of suit, and that a writ of garnishment on said judgment was duly issued in this cause by the Clerk of this Court, and duly served upon said garnishee, and that said garnishee has failed to file answer thereto within the time required by law;

IT IS, THEREFORE, considered by the Court that the Plaintiff have and recover of said garnishee the sum of Five Hundred Fifty (\$550.00) Dollars, and the costs herein accrued, unless within thirty (30) days of notice of the rendition hereof, the said garnishee appear and show cause why this judgment should not be made final and absolute.

Done this the 31st day of ~~November~~ ^{October}, 1972.

Jeffrey A. Maduburn
JUDGE

Filed

10-31-72

Ernie B. Blackmon
Clerk

AID LOAN SYSTEM, a
corporation,

Plaintiff,

VS.

JACK R. JOHNSON, and
NEOMA JOHNSON,

Defendants,

O. W. LYLES & SON, a
corporation,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

CASE NO. _____

CONDITIONAL JUDGMENT

Comes the Plaintiff, by attorney, and moves for conditional judgment against the above named garnishee; and it appearing to the Court that on the 16th day of December, 1965, the Plaintiff recovered a judgment against the Defendants for the sum of Five Hundred Fifty (\$550.00) Dollars, and costs of suit, and that a writ of garnishment on said judgment was duly issued in this cause by the Clerk of this Court, and duly served upon said garnishee, and that said garnishee has failed to file answer thereto within the time required by law;

IT IS, THEREFORE, considered by the Court that the Plaintiff have and recover of said garnishee the sum of Five Hundred Fifty (\$550.00) Dollars, and the costs herein accrued, unless within thirty (30) days of notice of the rendition hereof, the said garnishee appear and show cause why this judgment should not be made final and absolute.

Done this the 31st day of ^{October} ~~November~~, 1972.

Jeffrey J. Middleburn
JUDGE

AID LOAN SYSTEM, a
corporation,

Plaintiff,

VS.

JACK R. JOHNSON and
NEOMA JOHNSON,

Defendants,

O. W. LYLES & SON, a
corporation,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

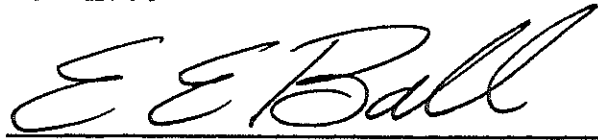
AT LAW

CASE NO. 6126 $\frac{1}{2}$ A

AFFIDAVIT

Comes now E. E. Ball, Attorney for the Plaintiff in the
above styled cause and after first being duly and legally sworn
doth state under oath as follows:


That the employment and pay roll records in the possession
of O. W. Lyles & Son, Inc. pertaining to the Defendant, Jack R.
Johnson, are necessary and material evidence and that the same
cannot be obtained except by the issuance of a subpoena duces
tecum. Further, Affiant sayeth not.


E. E. BALL

Sworn to and subscribed before

me on this the 29 day of

NOVEMBER, 1972.


Notary Public, Baldwin County, Alabama

FILED

NOV 30 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

HARRY J. WILTERS, JR.
TOLBERT M. BRANTLEY

LAW OFFICES OF
WILTERS & BRANTLEY
P. O. BOX 968
BAY MINETTE, ALABAMA 36507

PHONE
BAY MINETTE 937-5533

December 18, 1972

Mrs. Eunice Blackmon
Circuit Clerk
Bay Minette, Alabama

RE: Aid Loan System v. Jack Johnson

Dear Mrs. Blackmon:

Some time ago I withdrew my appearance in this matter
and this was turned over to Mr. E. E. Ball. I have
no connection with this suit in any manner.

Yours truly,


T. M. Brantley

TMB/jcw

AID LOAN SYSTEM, a	Ø	
corporation,	Ø	
Plaintiff,	Ø	IN THE CIRCUIT COURT OF
VS.	Ø	
JACK R. JOHNSON and	Ø	BALDWIN COUNTY, ALABAMA
NEOMA JOHNSON,	Ø	
Defendants,	Ø	CASE NO. _____
O. W. LYLES & SON, a	Ø	
corporation,	Ø	
Garnishee.	Ø	

NOTICE OF CONDITIONAL JUDGMENT

To any Sheriff of the State of Alabama-Greetings:

WHEREAS, the following judgment was rendered in this cause on the date therein indicated, to-wit:

"Comes the Plaintiff, by attorney, and moves for conditional judgment against the above named garnishee; and it appearing to the Court that on the 16th day of December, 1965, the Plaintiff recovered a judgment against the Defendants for the sum of Five Hundred Fifty (\$550.00) Dollars, and costs of suit, and that a writ of garnishment on said judgment was duly issued in this cause by the Clerk of this Court, and duly served upon said garnishee, and that said garnishee has failed to file answer thereto within the time required by law;

"IT IS, THEREFORE, considered by the Court that the Plaintiff have and recover of said garnishee the sum of Five Hundred Fifty (\$550.00) Dollars, and the costs herein accrued, unless within thirty (30) days of notice of the rendition hereof, the said garnishee appear and show cause why this judgment should not be made final and absolute.

Done this the 31st day of ^{October}~~November~~, 1972.

/s/ Telfair J. Mashburn
Judge

You are therefore commanded to make known the premises to said garnishee and that said garnishee be and appear at said Court at the place of holding same within thirty (30) days after notice thereof and show cause why said judgment should not be made final and absolute, and have you then and there this writ with your endorsement thereon.

Witness my hand this the 31 day of Oct., 1972.

Ernie B. Blackmon
Clerk

SHERIFF'S RETURN

Executed by serving a copy of the foregoing notice on O. W. Lyles who is known to me to be President of O. W. Lyles & Son, a corporation, garnishee, this _____ day of _____, 1972.

Sheriff

6126 1/2 A. T

Aid Loan System

vs.

Jack R. Johnson
deft

Serve

O. W. Lyles + Son
Germiskee

RECEIVED

NOV 2 1972

TAYLOR WILKINS
SHERIFF

7/5/62

E E Ball

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

Received 2 day of Nov 1972
and on 3 day of Nov 1972
I served a copy of the within Mat. of Indict. July.
on O. W. Lyles + Son

By service on Mrs O W Lyles

TAYLOR WILKINS, Sheriff
By W A Palmer b.s.

AID LOAN SYSTEM, a
corporation,

Plaintiff,

VS.

JACK R. JOHNSON and
NEOMA JOHNSON,

Defendants.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO.

10126 1/2 A

WRIT OF GARNISHMENT

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS, at a regular December Term, 1965, of the Circuit Court of Baldwin County, to-wit: On the 16th day of December, 1965 being a regular day of said term, Aid Loan System, a corporation, recovered judgment against Jack R. Johnson and Neoma Johnson, for the sum of Five Hundred Fifty (\$550.00) Dollars, and cost of suit, and affidavit having been made by E. E. Ball that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis: O. W. Lyles & Son, a corporation, has or is believed to have in its possession, or under its control money or effects belonging to said Defendant, Jack R. Johnson 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 O. W. Lyles & Son, a corporation, to file an answer in duplicate to the Circuit Court of Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from 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 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, Jack R. Johnson.

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

Witness, Eunice B. Blackmon, Clerk of said Court, this

4th day of August, A. D., 1972.

Issued 4th day of August, A. D. , 1972.

ATTEST:

Eunice B. Blackmon
Clerk

6126 1/2A

AID LOAN SYSTEM, A CORPORATION,

VS:

JACK R. JOHNSON & NEOMA JOHNSON

WRIT OF GARNISHMENT

RECEIVED

AUG 4 1972

TAYLOR WILKINS

SHERIFF

E. E. BALL,

Attorney for Plaintiff

Received 4 day of Aug. 1972
and on 7 day of Aug. 1972
I served a copy of the within
on D.W. Ayler + son

By service on D.W. Ayler

TAYLOR WILKINS, Sheriff

By W. A. Galt

Sheriff clerk miles at

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

BY DEPUTY SHERIFF