

JOHN V. DUCK
RICHARD C. LACEY

DUCK & LACEY
Attorneys at Law
FAIRHOPE, ALABAMA

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

November 3, 1964

6143

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

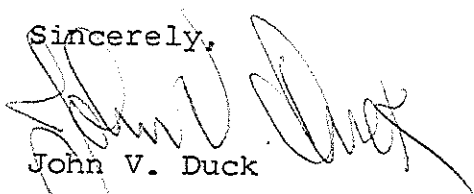
Re: Baldwin County Eastern Shore
Hospital Board d/b/a Thomas
Hospital vs. John Curlee.

Dear Mrs. Duck:

Enclosed you will find a Promissory Note in the
above styled cause.

Would you please have Judge Mashburn enter a
Judgment in the amount of \$135.00 in this case.

Sincerely,


John V. Duck

JVD:lh
Encls.

BALDWIN COUNTY EASTERN SHORE
HOSPITAL BOARD, A CORPORATION,
d/b/a THOMAS HOSPITAL,

Plaintiff,

VS:

JOHN CURLEE,

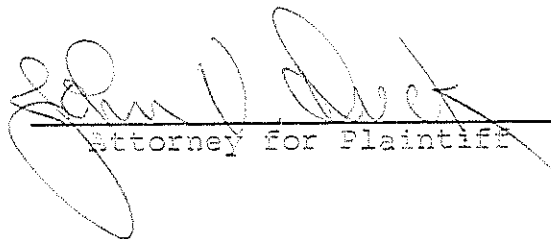
Defendant.

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

The Plaintiff claims of the Defendant the sum of ONE HUNDRED NINETY DOLLARS (\$190.00) due by promissory note made by him on the 2nd day of June, 1961, and payable on the 2nd day of May, 1962, with the interest thereon.

That in and by the terms of said note, the Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure the said note, including the reasonable attorney's fee whether secured by suit or otherwise, and the Plaintiff now claims the further and additional sum of FIFTY DOLLARS (\$50.00) as a reasonable attorney's fee.

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


Attorney for Plaintiff

The Defendant may be served
at Gaston Motor Company in
Fairhope, Alabama

FILED

AUG 7 1962

ALICE L. 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 John Curlee

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.....

John Curlee....., Defendant.....

by Baldwin County Eastern Shore Hospital Board, a Corporation,

d/b/a Thomas Hospital..... Plaintiff.....

Witness my hand this.....1.....day of.....Aug.....1964

Attorney for Plaintiff

Atty J. L. Lusk..... Clerk

E 4-8-7-64

No. 6114-32

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Baldwin County Eastern Shore

Hospital Board, A Corporation,
d/b/a Thomas Hospital

Plaintiffs

vs.

John Curlee

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

AUG 7 1964

ALICE J. DUCK,

CLERK
REGISTER

Clerk

DUCK & LACEY
Attorneys for Plaintiff

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Gaston Motor Company
Fairhope, Alabama

Received In Office

Aug 7 1964

Sheriff

I have executed this summons

this 7th day of Aug 1964

by leaving a copy with

John Curlee

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
Robert

Taylor Wilkins Sheriff

Fred Seiber Deputy Sheriff

F. Hope



GRAND HOTEL *Point Clear, Alabama*

July 30, 1968

Mrs. Alice Duck
Circuit Court, Baldwin County
Bay Minette, Alabama

Dear Mrs. Duck:

We are enclosing, herewith, Garnishee's Answer form
notarized on Baldwin County Eastern Shore Hospital Board
vs John Curlee.

Kindly acknowledge receipt of same.

Very truly yours,

GRAND HOTEL COMPANY

H. L. Hendrix, Auditor

HLH:be
Encl.

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 _____

who being duly sworn, on oath says, that a regular _____ Term
of the Circuit Court of Baldwin County, to-wit: on the _____ day of _____
19_____, _____

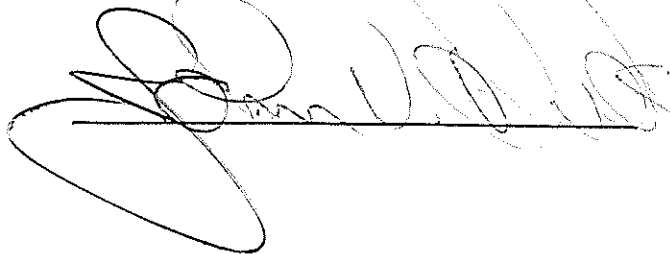
recovered a judgment against _____
_____ for the sum of

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

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

Sworn to and subscribed this _____
day of _____ A. D. 19____

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 JOHN V. DUCK

who being duly sworn, on oath says, that a regular November Term of the Circuit Court of Baldwin County, to-wit: on the 9th day of November

19 64, BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD, d/b/a THOMAS HOSPITAL recovered a judgment against JOHN CURLEE

for the sum of ONE HUNDRED THIRTY-FIVE AND NO/100 Dollars besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that THE GRAND HOTEL, Point Clear, Alabama

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

Sworn to and subscribed this _____ day of _____ A. D. 19 _____

Clerk.

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.....November.....Term, 1964....., of the Circuit Court of Baldwin County, to-wit: On the9th.....day of.....November....., 1964....., being a regular day of said term, BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD, d/b/a THOMAS HOSPITAL

recovered judgment againstJOHN CURLEE

for the sum of ONE HUNDRED THIRTY-FIVE AND NO/100 --- Dollars, and cost of suit, and affidavit having been made byJOHN 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:

THE GRAND HOTEL, Point Clear, Alabama

has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendant.....JOHN CURLEE..... or thatit..... 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

THE GRAND HOTEL, a corporation,

Point Clear, Alabama

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 indebted to said defendant JOHN CURLEE and whetherit..... will not be indebted in future to said defendant JOHN CURLEE by a contract then existing, and whether by a contract then existingit..... 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 whetherit..... has not inits..... possession or underits..... control money or effects belonging to the defendant.....JOHN CURLEE

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

Witness, ALICE J. DUCK, Clerk of said Court, this.....15..... day of.....July..... A. D., 1965

Issued15..... day of.....July..... A. D., 1965

ATTEST:

Alice J. Duck, Clerk.

24 7-16-68

VOL

66

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CIRCUIT COURT, BALDWIN COUNTY

No. 614.3 1/2

Received 15 day of July 1968

and on 16 day of July 1968

served a copy of the within what

in Grand Hotel

Point Clear

by service on Mr. Hendrix

auditor

TAYLOR WILKINS Sheriff

By Roy Randall

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING 2 PROCESS(ES) AND

TRAVEL EXPENSE ON EACH OF \$ 16.00

PROCESS(ES) OR A TOTAL OF \$ 19.00

Baldwin County Eastern Shore
Hospital

VS. } GARNISHMENT ON JUDGMENT

John Curlee

The Grand Hotel
Garnishere

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

John V. Dwyer
Attorney

GARNISHEE'S ANSWER
STATE OF ALABAMA, BALDWIN COUNTY

BALDWIN COUNTY EASTERN
SHORE HOSPITAL BOARD,
d/b/a THOMAS HOSPITAL,

Plaintiff,

-vs-

JOHN CURLEE,

Defendant.

GRAND HOTEL COMPANY,

Garnishee

CASE NO. 6143½

CIRCUIT COURT, BALDWIN COUNTY

Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, Mr. H. L. Hendrix, who, on oath, answers to the Writ of Garnishment issued in this cause and served on Grand Hotel Company, the Garnishee, and says that he is duly authorized to make this Answer, that he has knowledge of the facts stated herein, and that the said Garnishee is not indebted to the Defendant at the time of the service of this Garnishment or at the time of making this Answer, and that the said Garnishee will be indebted in the future to the said Defendant by a contract existing at the time of the service of the Garnishment and making this Answer, and that the said Garnishee has not in its possession or under its control, any personal or real property, or things in action belonging to said Defendant.

The Garnishee further says that the Defendant, John Curlee, is employed by it and works regularly. Garnishee further says that it will withhold 25% of all wages to become due from it to the Defendant in the future and will continue to do so until further orders of this Honorable Court.

H. L. Hendrix
H. L. HENDRIX

GRAND HOTEL COMPANY

FILED

SUBSCRIBED and SWORN to before
me this 30 day of July 1968.

Bernadine K. Gill
Notary Public

JUL 31 1968

ALICE J. DUCK CLERK
REGISTER

My Commission Expires: Dec 9, 1970

(AFFIX NOTARIAL SEAL)



STATE OF ALABAMA

Baldwin County

TO JOHN CURLEE
....., Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..
BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD, d/b/a....., Plaintiff.....
THOMAS HOSPITAL
versus JOHN CURLEE....., Defendant.....

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which
THE GRAND HOTEL, Point Clear, Alabama.....

has been named as Garnishee.....

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

15 day of July, 1968

Clerk of the Circuit Court.

received 15 day of July 1968
and on 18 day of July 1968
served a copy of the within Notice
1 John Curlee

by service of Alvin
Point Clear
TAYLOR WILKINS, Sheriff
By Roy Randall D.S.

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 2 PROCESSSES AND
TRAVEL EXPENSE ON EACH OF \$ 16.00
PROCESS(ES) OR A TOTAL OF \$ 19.00

MO. 60143 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

Baldwin County Eastern
Shore Hospital
Plaintiff....

VS.

John Curlee
Defendant....

no. 6143 1/4

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

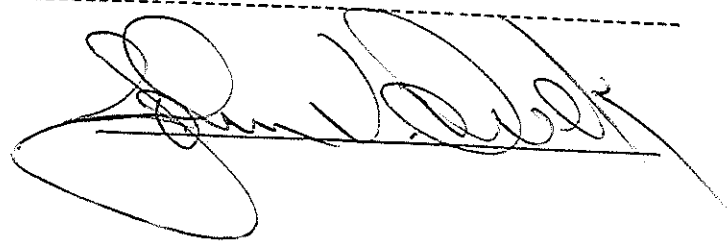
who being duly sworn, on oath says, that a regular November Term of the Circuit Court of Baldwin County, to-wit: on the 9th day of November

19 64, BALDWIN COUNTY EASTERN SHORE HOSPITAL BOARD, d/b/a THOMAS HOSPITAL recovered a judgment against JOHN CURLEE

ONE HUNDRED THIRTY-FIVE AND NO/100 for the sum of Dollars besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that THE GRAND HOTEL, Point Clear, Alabama

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

Sworn to and subscribed this 15 day of July A. D. 19 68
Clerk.



INSTALLMENT NOTE

DEPOSIT FOR: JOHN CUNLEE age 52

BANK OF FAIRHOPE

FAIRHOPE, ALA. June 2 1961

\$190⁰⁰/_{xx}

I (We) promise to pay to the order of THE BANK OF FAIRHOPE, FAIRHOPE, ALA. One Hundred Ninety & 10/100 DOLLARS

for value received. Payable at THE BANK OF FAIRHOPE, FAIRHOPE, ALA. In 10 installments of \$ 19.00 payable on 20th of each consecutive month, beginning July

after date without grace and balance of \$ payable.

Default in the payment of any one payment of this note shall give the holder hereof the option of declaring the entire unpaid balance due and payable at once.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property 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, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness hand and seal this, the day of 1961

ATTEST *Charles Clark* 4259 *John C. Curlee* (Seal)