

FROM

RECEIVED
 10/10/68
 10/10/68
 10/10/68
 10/10/68

Message
 Reply

DATE:

10/10/68

FILE NO:

PRIORITY

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

ATTENTION:

SUBJECT:

10/10/68
 10/10/68
 10/10/68

TO

Mrs. Alice J. Duck
 Bay Minette, Ala.

MESSAGE

Attached please find Bill of Complaint for filing
 together with copies of form and summons for serving.

SIGNED:

10/10/68

DATE OF REPLY:

REPLY TO:

REPLY

SIGNED:

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

JOHN V. DUCK
RICHARD C. LACEY

DUCK & LACEY
Attorneys at Law
FAIRHOPE, ALABAMA

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

February 19, 1965

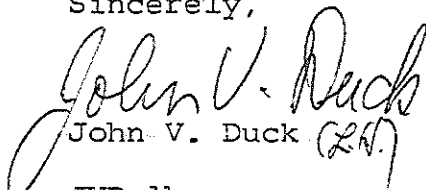
Mrs. Alice J. Duck
P. O. Box 239
Bay Minette, Alabama

Re: Rich Plan of Mobile
vs. Hadley 6334

Dear Miss Alice:

Enclosed you will find a note and contract on the above styled case. Would you please have the Judge enter a Judgment by Default in the amount of \$258.81, broken down as follows: \$216.81 for the Judgment and \$42.00 as attorney's fees.

Sincerely,


John V. Duck (L.V.)

JVD:lh
Encls.

NOTE AND CONDITIONAL SALE CONTRACT

Date July 31 19 64
 To Rick Plan of Mobile
 Street Address PO Box 9130
 City, Postal Zone & State Mobile, Ala

Purchaser Buford Hadley
 Address Rayburn Route
Bay Minette, Alabama
 Installation Address, if different _____

Description of Articles Sold (Including Model and Serial Number)

4.5 Chest Freezer
Model # M160
Serial Number #OF-3703

Description of Goods Traded in:

Cash Price	\$ 250.00	
Taxes	\$ 15.00	
Total Cash Price		\$ 265.00
Cash Down	\$ <u>50.00</u>	
Trade In	\$ _____	<u>50.00</u>
Total Down Payment		\$ <u>215.00</u>
Balance		\$ <u>215.00</u>
Time Price Differential		\$ <u>215.00</u>
Time Balance		\$ <u>215.00</u>
Time Sale Price		\$ _____
Time Balance payable	<u>19.12</u>	consecutive
monthly instalments of \$ _____		each, all payable on the same day of each month. The first payment becomes due _____, 19____ (or one month from the date of this contract if not otherwise specified).

The Purchaser, after thorough examination, buys and accepts delivery of the foregoing chattels and promises to pay to the order of the Seller the said Time Balance in accordance with the payment schedule set out above. All parties hereto, including co-makers, sureties, guarantors and endorsers severally waive demand and presentment for payment, notice of non-payment, notice of protest and protest of this note, and hereby consent to the extensions of time either before or after maturity, and further waive all benefits of valuation, appraisal and other exemption laws, if such waiver is permitted by law. All delinquent instalments shall bear interest at the highest lawful contract rate from the dates of their respective maturities and in the event this contract shall not be paid as contracted, the Purchaser agrees to pay all costs and expenses of collection including attorney fees of 20% of the amount unpaid, if such are permitted by law.

Title to said property shall not pass to Purchaser until time balance is fully paid. Upon Seller's request, Purchaser will insure said property against fire and theft at Purchaser's expense. It is the intention of Seller and Purchaser that the above described property shall remain personal property if attached to real property. In the event Purchaser defaults on any payment due on this contract or Seller deems this indebtedness insecure, the full amount of the unpaid Time Balance, at the election of Seller, shall become immediately due and payable and Seller may without notice or demand and without legal process take possession of said property wherever located, and Purchaser waives all claims for damages caused thereby. Such repossession shall not affect Seller's rights, hereby confirmed, to retain all payments made prior thereto by the Purchaser hereunder as compensation for use of said property. Seller may resell said property so retaken at public or private sale, without demand for performance, with or without notice to Purchaser (if given, notice by mail to the above address being sufficient), with or without having such property at a place of sale, and upon such terms and in such manner as Seller may determine; Seller may bid at any public sale. From the proceeds of any such sale, Seller shall deduct all expenses for retaking, repairing and selling said property and all costs and expenses of collection including reasonable attorney's fee if allowed by law, and the balance thereof shall be applied to the amount due and any surplus shall be paid over to Purchaser; in case of deficiency Purchaser covenants to pay same forthwith as liquidated damages for breach of this contract. Seller shall have the right to enforce one or more remedies hereunder successively or concurrently. The Purchaser agrees that the assignment or transfer of the contract to any Assignee shall be free from any claim, defense, set-off, or counterclaim that the Purchaser may have against the Seller and further agrees to settle all claims against the Seller directly with the Seller. The acceptance of any instalment or payment after default or the transfer, renewal, extension or assignment of this contract, or any interest therein or loss, injury, or destruction of said property shall not operate as payment or in any manner release Purchaser from his obligations hereunder. The Purchaser hereby acknowledges receipt of an executed copy of this contract and certifies that all the statements on the reverse side hereof are true and complete and are made for the purpose of obtaining credit. Purchaser agrees not to use said property for any illegal purpose. In construing this contract, the gender and number of words used may be changed to meet the context. Any part of this contract contrary to the law of this state shall invalidate other parts of this contract.

This contract contains the entire agreement between the parties and no warranties or representations, expressed or implied, and no statements, promises or inducements made by any party hereto or any party whatsoever, which are not contained in this written contract, shall be valid or binding, unless endorsed hereon in writing.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the day and year first above written. Signed, Sealed and Delivered in the Presence of

Jerry [Signature]

Buford Hadley (SEAL)
Lizzie Hadley (SEAL)
 (Purchaser)

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

Circuit Court, Baldwin County

STATE OF ALABAMA

BALDWIN COUNTY

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon BUFORD HADLEY and LIZZIE HADLEY, jointly
and individually,

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.....
.....individually,
.....BUFORD HADLEY and LIZZIE HADLEY, jointly &/....., Defendant.....

by RICH PLAN OF MOBILE, a corporation

..... Plaintiff.....

Witness my hand this.....9.....day of.....dec.....1964.....

..... Clerk

No. 6334

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

RICH PLAN OF MOBILE, a

corporation,

Plaintiffs

vs.

BUFORD HADLEY and LIZZIE

HADLEY, jointly and
individually,

Defendants

SUMMONS AND COMPLAINT

Filed 12-9 1964

..... George J. Duck Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Rayburn Route

Bay Minette, Alabama

Received In Office

..... 19.....

..... Sheriff

I have executed this summons

this Dec-16 1964

by leaving a copy with

Buford Hadley
Lizzie Hadley

Sheriff's Office
Tolson
BY W. A. Talbot
Deputy Sheriff

W. A. Talbot Sheriff
W. A. Talbot Deputy Sheriff

Ralston

RICH PLAN OF MOBILE, a corporation,)	IN THE CIRCUIT COURT OF
Plaintiff,) BALDWIN COUNTY, ALABAMA
vs.) AT LAW
BUFORD HADLEY and LIZZIE HADLEY,)
jointly and individually,)
Defendants.)

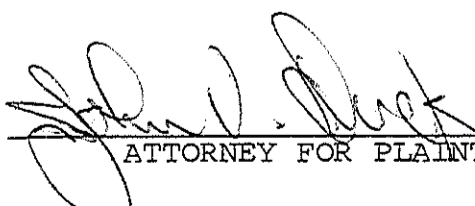
Plaintiff claims of the Defendant the sum of TWO HUNDRED SIXTEEN AND 81/100 (\$216.81) DOLLARS as damages, for the breach of a written agreement, entered into by them on the 31st day of July, 1964, in substance as follows:

The Defendants purchased a membership in Rich Plan of Mobile, and a freezer, Model Number M160, Serial Number OF-3703, and agreed to pay twelve (12) equal installments of NINETEEN AND 71/100 (\$19.71) DOLLARS and the sum of FIFTY-ONE AND NO/100 (\$51.00) DOLLARS as a down payment.

Plaintiff avers that although it has complied with all of the provisions on its part, the Defendant has failed to comply with the following provisions thereof, viz, that the Defendants have failed to make the payments as specified in the contract.

That in and by the terms of said written agreement, the Defendants agreed that if a breach occurred on their part, they agree to pay all costs and expenses of collection, including attorney's fees of 20% of the amount unpaid, and the Plaintiff now claims the further and additional sum of FORTY-TWO AND NO/100 (\$42.00) DOLLARS as an attorney's fee.

That in and by the terms of the written agreement, the Defendants waived their rights of exemption under the laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.


 ATTORNEY FOR PLAINTIFF

The Defendants can be served on Raybun Route, Bay Minette, Alabama.

FILED
 DEC 10 1964
 JUDGE I. DUCK, CLERK
 REGISTERED

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

FEBRUARY

TERM, 1965.

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular February Term, 1965, of the Circuit Court of Baldwin County,
to-wit: On the 22nd day of February, 1965, being a regular day of
said term, RICH PLAN OF MOBILE, a corporation,
recovered judgment against BUFORD HADLEY & LIZZIE HADLEY

for the sum of TWO HUNDRED THIRTY-EIGHT & 81/100 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:

BACON-McMILLIAN VENEER CO., a corporation,

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant BUFORD HADLEY or that it is, or
is believed to be indebted to said defendant BUFORD HADLEY 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

BACON-McMILLIAN VENEER CO., 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 June, A. D. 1965,
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 its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer it was or is indebted to said defendant
BUFORD HADLEY and whether it will not be indebted in future to said defendant
BUFORD HADLEY 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 BUFORD HADLEY

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

Witness, ALICE J. DUCK, Clerk of said Court, this 2 day of June, A. D., 1965

Issued 2 day of June, A. D., 1965

ATTEST:

Alice J. Duck, Clerk.

State of Alabama

BALDWIN COUNTY

TO BUFORD HADLEY, Defendant:

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

RICH PLAN OF MOBILE, a corporation, Plaintiff,

versus BUFORD HADLEY & LIZZIE HADLEY, Defendant,

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

BACON-McMILLIAN VENEER CO., INC.

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 2

day of June, 1945.

Clerk of the Circuit Court.

313

62-6-4-65

NOTICE
TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

BUFORD HADLEY

RICH PLAN OF MOBILE, A Corporation.

Plaintiff.....

VS.

BUFORD HADLEY & LIZZIE HADLEY

Defendant.....

Duck & Lacey

Received 2 day of June 1965
and 4 day of June 1965
in the within Matric
Buford Hadley

TAYLOR WILKINS, Sheriff

W. A. Talbert
Shccto

Sheriff claims 22 miles at

Ten Cents per mile Total \$2.20

TAYLOR WILKINS, Sheriff

BY W. A. Talbert
DEPUTY SHERIFF

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 February Term
of the Circuit Court of Baldwin County, to-wit: on the 22nd day of February
19 65, RICH PLAN OF MOBILE, a corporation

recovered a judgment against BUFORD HADLEY & LIZZIE HADLEY

for the sum of
TWO HUNDRED THIRTY-EIGHT & 81/100 Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
BACON-McMILLIAN VENEER CO., a corporation

supposed to be indebted to or have effects of the said Buford Hadley
in its possession, or under its control, and that he believes process of
Garnishment against said BACON-McMILLIAN VENEER CO., a corporation
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 1
day of June A. D. 1965
Alice J. Duck
Clerk.

John V. Duck

BACON McMILLAN

VENEER MANUFACTURING COMPANY

*Veneers and Plywood
Cativo and Gum*

STOCKTON, ALABAMA

TELEPHONE: BAY MINETTE 937-2021

June 3, 1965


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

Dear Mrs. Duck:

We have your Garnishment on Judgment on Rich Plan of Mobile versus Buford Hadley. This judgment is drawn to Bacon-McMillan Veneer Co., a corporation. Buford is not employed by this corporation and therefore we would not be able to accept this judgment.

Very truly yours,

BACON MCMILLAN VENEER MFG. CO.


Laurens W. Jones

LWJ/esm

FILED

JUN 7 1965

ALICE L. DUCK, CLERK
REGISTER

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

FEBRUARY

TERM, 1965

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular February Term, 1965, of the Circuit Court of Baldwin County,
to-wit: On the 22nd day of February, 1965, being a regular day of
said term, RICH PLAN OF MOBILE, a corporation,
recovered judgment against BUFORD HADLEY & LIZZIE HADLEY

for the sum of TWO HUNDRED THIRTY-EIGHT & 81/100 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:

BACON-McMILLIAN VENEER CO., a corporation,

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant BUFORD HADLEY or that it is, or
HADLEY
is believed to be indebted to said defendant BUFORD 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

BACON-McMILLIAN VENEER CO., 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 June A. D. 1965,
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 its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer it was or is indebted to said defendant
BUFORD HADLEY and whether it will not be indebted in future to said defendant
BUFORD HADLEY 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 BUFORD HADLEY

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

Witness, ALICE J. DUCK, Clerk of said Court, this 7 day of June, A. D., 1965

Issued 7 day of June, A. D., 1965

ATTEST:

64-6-4-65

Alice J. Duck, Clerk.

Received 2 day of June 1965
and on 4 day of June 1965
I served a copy of the within Dam.
on Bacon-McMillan

By service on Norman McMillan

TAYLOR WILKINS, Sheriff

By W. A. Talbert
Talbert

Sheriff claims 28 miles at

Ten Cents per mile Total \$ 2.80

TAYLOR WILKINS, Sheriff

BY W. A. Talbert
DEPUTY SHERIFF

Circuit Court, Baldwin County

No. 6334-1/2

RICH PLAN OF MOBILE, A Corporation

VS. } Garnishment On Judgment

BUFORD HADLEY & LIZZIE HADLEY

Bacon-McMillan Veneer Co., Inc.,

Garnishee

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

DUCK & LACEY

Attorney