

THE MERCHANTS NATIONAL BANK	)	IN THE CIRCUIT COURT OF
OF MOBILE, a National Banking	)	BALDWIN COUNTY, ALABAMA
Association,)	
	)	AT LAW
Plaintiff,	)	NO. <u>6363</u> -
=vs=)	
WALTER M. BLOXHAM and ROBERT J.)	
BALES, Jointly and Severally,)	
)	
Defendants.)	

COUNT ONE

Plaintiff claims of the defendants, jointly and severally, the sum of Twenty Three Thousand and No/100 (\$23,000.00) Dollars, together with interest thereon at the rate of six (6) percent per annum from, to-wit, the 6th day of February, 1963, due by promissory note made by the defendants on the 6th day of February, 1963, and payable on the 7th day of May, 1963.

COUNT TWO

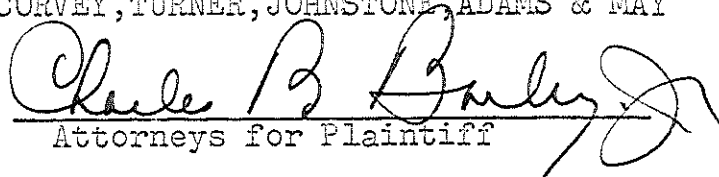
Plaintiff claims of the defendants, jointly and severally, the sum of Two Thousand Three Hundred and No/100 (\$2,300.00) Dollars, together with interest thereon at the rate of six (6) percent per annum from, to-wit, the 8th day of July, 1963, due by promissory note made by the defenants on the 8th day of July, 1963, and payable on the 6th day of September, 1963.

Plaintiff avers that under the terms of said notes, defendants agreed to pay all costs of collecting or securing, or attempting to collect or secure said notes, including a reasonable attorney's fee; that under the terms of said notes, defendants agreed and did waive all of their rights of exemption under the Constitution and laws of Alabama, or any other state; that plaintiff has employed the law firm of McCorvey, Turner, Johnstone, Adams & May to collect or secure said notes; that a reasonable attorney's fee for such services

rendered by said law firm is the sum of Four Thousand Seven Hundred Ninety Five and No/100 (\$4,795.00) Dollars. In addition to the aforesaid total sum of Twenty Five Thousand Three Hundred and No/100 (\$25,300.00) Dollars, plaintiff claims of the defendants the sum of Four Thousand Seven Hundred Ninety Five and No/100 (\$4,795.00) Dollars as a reasonable attorney's fee for the collection of said notes.

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By


Attorneys for Plaintiff

Defendants' address:

Walter M. Bloxham
Greeno Road
Fairhope, Alabama

Robert J. Bales
Seacliff Road
Fairhope, Alabama

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6363

TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Walter M. Bloxham and Robert J. Bales,
Jointly and Severally

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 WALTER M. BLOXHAM
and Robert J. Bales, Jointly & Severally Defendant.....
by The Merchants National Bank of Mobile, a National Banking Association,
Plaintiff.....

Witness my hand this 18th day of January 19.65.

E-7-1-19-65

Clifford A. Luck Clerk

No. 6363

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

The Merchants National
Bank

Plaintiffs

vs.

Walter M. Bloxham
Robert Bales

Defendants

SUMMONS AND COMPLAINT

Filed 1-18 1965

Walter M. Bloxham Clerk

McCorvey Turner Johnston Adams
& May Chas. Bailey Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Jan 19 1965

..... Sheriff

I have executed this summons

this Jan 19 1965
by leaving a copy with

Walter M. Bloxham
Robert Bales

Walter M. Bloxham

Robert Bales

Sheriff's Office
70
7.00
Roy Randall

..... Sheriff

Roy Randall Deputy Sheriff

F. H. H. H.

MERCHANTS NATIONAL BANK,

Plaintiff,

VS.

WALTER M. BLOXHAM,

Defendant,

BALDWIN COUNTY SAVINGS AND LOAN
ASSOCIATION,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 6363

ANSWER TO SHERIFF'S GARNISHMENT

Now comes the garnishee, Baldwin County Savings and Loan Association, a corporation, and for answer to the writ of garnishment served on it in this cause, says:

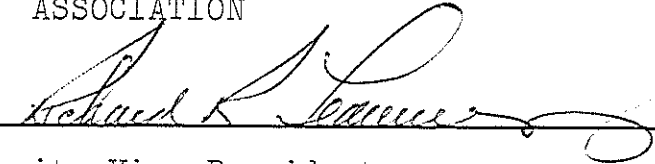
That at the time of the service of the said garnishment there was on deposit with it in a savings account in the names of Walter M. Bloxham and Dorothy F. Bloxham, Account No. SS 3208-F, the sum of Four Thousand Thirteen and 37/100 Dollars (\$4,013.37). The garnishee is not otherwise indebted to the said defendant.

Having fully answered the said garnishment, the said garnishee prays that it be discharged with its reasonable costs in this behalf expended.

Dated this 29th day of January, 1965.

BALDWIN COUNTY SAVINGS AND LOAN
ASSOCIATION

By


As its Vice President

STATE OF ALABAMA)

*

BALDWIN COUNTY)

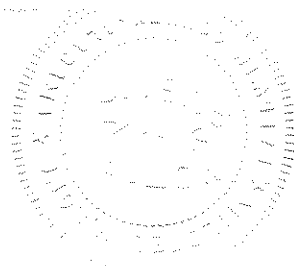
Before me, the undersigned authority, within and for said County in said State, personally appeared Richard R. Teamer, who, after being by me first duly and legally sworn, deposes and says: That he is Vice President of Baldwin County Savings and Loan Association, a corporation; that he is duly authorized to make this

affidavit for and on behalf of the said corporation; that he has read over the foregoing answer and that the facts stated therein are true.

 Milled G. Long

Sworn to and subscribed before me on
this the 20th day of January, 1965.

 Milled G. Long
Notary Public, Baldwin County, Alabama



FILED
FEB 1 1965
ALICE A. DUKK, CLERK
REGISTER

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that we, The Merchants National Bank of Mobile, a national banking association, as principal, and National Surety Corporation, as surety, are held and firmly bound unto Walter M. Bloxham in the sum of Sixty Thousand One Hundred Ninety and No/100 (\$60,190.00) Dollars for the payment thereof, well and truly to be made, we bind ourselves and our respective successors and assigns, jointly and severally, by these presents.

The condition of this bond is such that:

WHEREAS, the said The Merchants National Bank of Mobile, a national banking association, has on the ____ day of _____, 1965, before the Honorable Telfair J. Mashburn, Judge of the Circuit Court of Baldwin County, Alabama, prayed an attachment at the suit of the said The Merchants National Bank of Mobile against the estate of the above named Walter M. Bloxham for the sum of Thirty Thousand Ninety Five and No/100 (\$30,095.00) Dollars and hath obtained the same returnable to the present term of the Circuit Court of Baldwin County, Alabama.

Now, if the said The Merchants National Bank of Mobile shall prosecute such suit and attachment to effect and pay to the said Walter M. Bloxham all such damages he may sustain by the wrongful or vexations suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

THE MERCHANTS NATIONAL BANK OF MOBILE,
a national banking association,

By _____
Its duly authorized _____

Principal

NATIONAL SURETY CORPORATION

By *[Signature]*
Its duly authorized ATTORNEY IN FACT.

Surety

Approved and accepted this
the ____ day of _____, 1965.

Clerk, Circuit Court of
Baldwin County, Alabama

NATIONAL SURETY CORPORATION

A Member of The FUND Insurance Companies

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its home office in the City and County of San Francisco, California, (hereinafter called the Corporation), has made, constituted and appointed, and does by these presents make, constitute and appoint

D. E. LUDLOW, P. F. BEVILLE AND E. S. JENKINS
JOINTLY OR SEVERALLY

of MOBILE and State of ALABAMA
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE MILLION (\$1,000,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 2nd day of November A.D., 19 62

NATIONAL SURETY CORPORATION

By C. A. KEPPLER

Vice President

[Seal]

ATTEST: H. L. JOHNSON
Assistant Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK

ss.:

On this 2nd day of November A.D., 19 62, before me personally came C. A. KEPPLER, to me known, who, being by me duly sworn, did depose and say, that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said C. A. KEPPLER further said that he is acquainted with H. L. JOHNSON and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

GEORGE SCHULMAN

Notary Public

STATE OF NEW YORK
COUNTY OF NEW YORK

ss.:

I, H. L. JOHNSON, Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the following is a full, true and correct copy of Article VIII of the By-laws of the NATIONAL SURETY CORPORATION adopted on the 25th day of October, 1955, and now in full force and effect, to wit:

ARTICLE VIII

Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to Accept Legal Process and Make Appearances.

"SECTION 30. APPOINTMENT. The President, any Vice President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

"SECTION 31. AUTHORITY. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of NATIONAL SURETY CORPORATION, this 2nd day of November, 19 62

H. L. JOHNSON

Assistant Secretary of
NATIONAL SURETY CORPORATION

[Corporate Seal]

STATE OF GEORGIA
COUNTY OF FULTON

ss.:

I, R. R. SWANSON, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, a corporation of the State of New York, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney issued by said Corporation and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original. Said power of attorney is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of ATLANTA, this 15th day of January, 19 63

R. R. Swanson
Resident Assistant Secretary

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that we, The Merchants National Bank of Mobile, a national banking association, as principal, and National Surety Corporation, as surety, are held and firmly bound unto Walter M. Bloxham in the sum of Sixty Thousand One Hundred Ninety and No/100 (\$60,190.00) Dollars for the payment thereof, well and truly to be made, we bind ourselves and our respective successors and assigns, jointly and severally, by these presents.

The condition of this bond is such that:

WHEREAS, the said The Merchants National Bank of Mobile, a national banking association, has on the ____ day of _____, 1965, before the Honorable Telfair J. Mashburn, Judge of the Circuit Court of Baldwin County, Alabama, prayed an attachment at the suit of the said The Merchants National Bank of Mobile against the estate of the above named Walter M. Bloxham for the sum of Thirty Thousand Ninety Five and No/100 (\$30,095.00) Dollars and hath obtained the same returnable to the present term of the Circuit Court of Baldwin County, Alabama.


Now, if the said The Merchants National Bank of Mobile shall prosecute such suit and attachment to effect and pay to the said Walter M. Bloxham all such damages he may sustain by the wrongful or vexations suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

THE MERCHANTS NATIONAL BANK OF MOBILE,
a national banking association,

By _____
Its duly authorized _____

Principal

NATIONAL SURETY CORPORATION

By 
Its duly authorized ATTORNEY IN FACT

Surety

Approved and accepted this
the ____ day of _____, 1965.

Clerk, Circuit Court of
Baldwin County, Alabama

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that we, The Merchants National Bank of Mobile, a national banking association, as principal, and National Surety Corporation, as surety, are held and firmly bound unto Walter M. Bloxham in the sum of Sixty Thousand One Hundred Ninety and No/100 (\$60,190.00) Dollars for the payment thereof, well and truly to be made, we bind ourselves and our respective successors and assigns, jointly and severally, by these presents.

The condition of this bond is such that:

WHEREAS, the said The Merchants National Bank of Mobile, a national banking association, has on the ____ day of _____, 1965, before the Honorable Telfair J. Mashburn, Judge of the Circuit Court of Baldwin County, Alabama, prayed an attachment at the suit of the said The Merchants National Bank of Mobile against the estate of the above named Walter M. Bloxham for the sum of Thirty Thousand Ninety Five and No/100 (\$30,095.00) Dollars and hath obtained the same returnable to the present term of the Circuit Court of Baldwin County, Alabama.

Now, if the said The Merchants National Bank of Mobile shall prosecute such suit and attachment to effect and pay to the said Walter M. Bloxham all such damages he may sustain by the wrongful or vexations suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

THE MERCHANTS NATIONAL BANK OF MOBILE,
a national banking association,

By _____
Its duly authorized _____

Principal

NATIONAL SURETY CORPORATION

By 
Its duly authorized _____

Surety

Approved and accepted this
the ____ day of _____, 1965.

Clerk, Circuit Court of
Baldwin County, Alabama

MCCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

ATTORNEYS AT LAW

NINTH FLOOR MERCHANTS NATIONAL BANK BUILDING

PHONE 433-5561 P. O. BOX 1070

MOBILE, ALABAMA 36601

GESSNER T. MCCORVEY
BEN D. TURNER
C. A. L. JOHNSTONE, JR.
R. F. ADAMS, SR.
JAMES L. MAY, JR.
ALEX T. HOWARD, JR.
J. JEPHTHA HILL
CHARLES B. BAILEY, JR.

C. M. A. ROGERS, III
BROCK B. GORDON
BEN H. HARRIS, JR.

January 22, 1965

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

Re: The Merchants National Bank of
Mobile vs. Walter M. Bloxham and
Robert J. Bales

Dear Mrs. Duck:

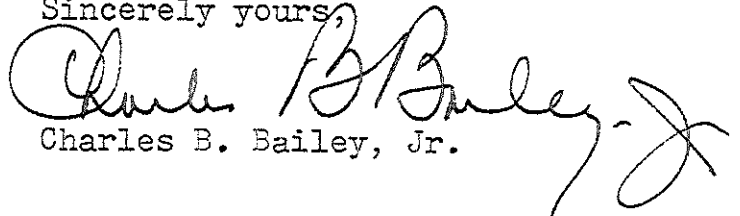
A writ of attachment was issued against Walter M. Bloxham in connection with the captioned proceedings. Please cause the writ of attachment to be vacated upon motion of the plaintiff. I do not know whether or not you will require a formal motion to vacate the writ, but I am enclosing same herewith.

I also wish to obtain an order striking the defendant Walter M. Bloxham as a party to this suit and enclose herewith an appropriate motion to that effect.

Should you have any questions with respect to the above, please call me collect at your convenience.

With kindest regards, I am

Sincerely yours,


Charles B. Bailey, Jr.

CBBjr/nmt

Nº 11497

L. D. OWEN, Jr.

PROBATE JUDGE

Bay Minette, Ala.,

1/19/65- 19

Received of

Taylor Wilkins

[illegible]

FOR RECORD

TOTAL \$ 1.52

TOTAL \$ 180
 L. D. [Signature]
 Judge of Probate
 Gary D. [Signature]

Notice of Levy on Real Estate

The Merchants National Bank Plaintiff,

vs.

Walter M. Bloxham Defendant

Baldwin County Circuit Court

To Harry Dolive Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz:-----

Commencing at a point on the East line of fractional Section Five (5), Township Seven (7) South of Range Two (2) East forty-seven chains and 81 links (47 chains and 81 links) south of the North-east corner of the said Section; thence with an angle of 90 degrees west from said Section line twenty chains (20 chains), thence South Ten (10) chains, thence East Twenty (20) chains to aforesaid Section line, thence North Ten (10) chains to point of beginning, containing 20 acres.

Also:

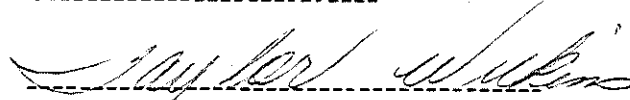
Commencing at a point on the East line of fractional Section 5, Township 7 South, Range 2 East, 47 chains and 81 lengths South of the Northeast corner of said Section 5, thence with an ~~an~~ angle of 90 degrees west, from said Section line 20 chains as a point of beginning, thence South 10 chains, thence West 20 chains, thence North 10 chains, thence East 20 chains to the place of beginning, containing 20 acres.

Lots 1 through 18, inclusive, less and excepting the South Half of Lots 14 and 15 and the West Half of Lot 12 of Whispering Pines Subdivision located in Sections 8 and 17, Township 5 South, Range 2 East, Baldwin County, Alabama, according to plat thereof recorded in Map Book 5, page 219 of the records in the office of the Judge of Probate of Baldwin County, Alabama.

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 19 day of January 65 1965

64-1-19-65-


Sheriff of Baldwin County, Alabama

Received 19 day of Jan 1965
at 19 day of Jan 1965
I served a copy of the within Notice copy
Walter M. Blenheim

Presence Walter M. Blenheim

TAYLOR WILKINS
Roy Randall D.S.
I hope

~~70~~ miles at
~~7.00~~
Shanty claims
Ten Cents per mile
BY Roy Randall
DEPUTY SHERIFF

STATE OF ALABAMA
BALDWIN COUNTY

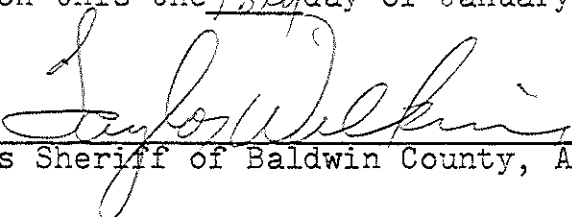
SHERIFF'S GARNISHMENT ON ATTACHMENT

CASE NO. 6363

TO: BALDWIN COUNTY SAVINGS AND LOAN ASSOCIATION, FAIRHOPE, ALABAMA

You are hereby commanded to be and appear in the Circuit Court of Baldwin County, Alabama, within thirty days from the service of this writ, thence and there to answer as garnishee in an attachment at the instance of The Merchants National Bank of Mobile, a National Banking Association, against Walter M. Bloxham, in a suit now pending in said Court, whether at the time of the service of this writ of garnishment or at the time of making your answer, you are indebted to the Defendant Walter M. Bloxham /and whether you will not be indebted in the future to said Defendant, and whether you have in your possession or under your control money or effects belonging to the said Defendant; and in this you shall in nowise omit.

Witness my hand as Sheriff of Baldwin County, Alabama, at my office in Bay Minette, Alabama, on this the 18th day of January, 1965.


As Sheriff of Baldwin County, Alabama

64-119-65

19

19

Jan 65
Jan 65
Jan 65

Baldwin Co. Sheriff &
J. O. W. Assoc.
Rich James
Exec. Vice President

TAYLOR WILKINS, Sheriff

By W. O. Garner

Thape

~~70~~
~~W. O. Garner~~
~~7.00~~

STATE OF ALABAMA
BALDWIN COUNTY

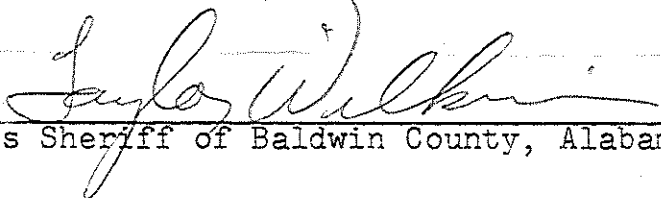
SHERIFF'S GARNISHMENT ON ATTACHMENT

CASE NO. 6363

TO: THE FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALABAMA.

You are hereby commanded to be and appear in the Circuit Court of Baldwin County, Alabama, within thirty days from the service of this writ, thence and there to answer as garnishee in an attachment at the instance of The Merchants National Bank of Mobile, a National Banking Association, against Walter M. Bloxham, in a suit now pending in said Court, whether at the time of the service of this writ of garnishment or at the time of making your answer, you are indebted to the Defendant Walter M. Bloxham and whether you will not be indebted in the future to said Defendant, and whether you have in your possession or under your control money or effects belonging to the said Defendant; and in this you shall in nowise omit.

Witness my hand as Sheriff of Baldwin County, Alabama, at my office in Bay Minette, Alabama, on this the 18th day of January, 1965.


As Sheriff of Baldwin County, Alabama

64-1-19-65

19 Jan 1965
19 Jan 1965
19 Jan 1965

The First National
Bank of Fairhope
John M. Beasley
President

TAYLOR WILKINS, Sheriff

By W.O. Garner

Fhope

~~70~~
~~W.O. Garner~~
~~7.00~~

THE MERCHANTS NATIONAL	)	IN THE CIRCUIT COURT OF
BANK OF MOBILE, a National	)	BALDWIN COUNTY, ALABAMA
Banking Association,)	
Plaintiff,	)	AT LAW
=vs=	)	CASE NO. _____
WALTER M. BLOXHAM and)	
ROBERT J. BALES,)	
Defendants.)	

MOTION TO STRIKE PARTY DEFENDANT

Comes now the plaintiff in the above styled cause and moves the Court to strike Walter M. Bloxham as a party defendant in said cause.

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By Charles B. Bailey Jr.
Attorneys for Plaintiff

FILED

JAN 22 1965

ALICE I. DICK CLERK
REGISTER

THE MERCHANTS NATIONAL
BANK OF MOBILE, a National
Banking Association,

Plaintiff,

=vs=

WALTER M. BLOXHAM and
ROBERT J. BALES,

Defendants.

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. _____

)

)

MOTION TO VACATE ATTACHMENT PROCEEDINGS

Comes now the plaintiff in the above styled cause
and moves the Court to vacate the writ of attachment here-
tofore issued in said cause against the defendant, Walter
M. Bloxham.

McCORVEY, TURNER, JOHNSTONE, ADAMS & MAY

By

Charles B. Bailey
Attorneys for Plaintiff

JAN 21 1934
MADE I B. B. REGISTER

Notice of Levy on Real Estate

The Merchants National Bank Plaintiff,

vs.

Walter M. Bloxham Defendant

Baldwin County Circuit Court

To Harry Dolive Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz:-----

Commencing at a point on the East line of fractional Section Five (5), Township Seven (7) South of Range Two (2) East forty-seven chains and 81 links (47 chains and 81 links) south of the North-east corner of the said Section; thence with an angle of 90 degrees west from said Section line twenty chains (20 chains), thence South Ten (10) chains, thence East Twenty (20) chains to aforesaid Section line, thence North Ten (10) chains to point of beginning, containing 20 acres.

Also:

Commencing at a point on the East line of fractional Section 5, Township 7 South, Range 2 East, 47 chains and 81 lengths South of the Northeast corner of said Section 5, thence with an angle of 90 degrees west, from said Section line 20 chains as a point of beginning, thence South 10 chains, thence West 20 chains, thence North 10 chains, thence East 20 chains to the place of beginning, containing 20 acres.

Lots 1 through 18, inclusive, less and excepting the South Half of Lots 14 and 15 and the West Half of Lot 12 of Whispering Pines Subdivision located in Sections 8 and 17, Township 5 South, Range 2 East, Baldwin County, Alabama, according to plat thereof recorded in Map Book 5, page 219 of the records in the office of the Judge of Probate of Baldwin County, Alabama.

68 900 100

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 19 day of January 19 65

STATE OF ALABAMA, BALDWIN COUNTY
 Filed 1/19/65
 Recorded 1-19-65 book 6 page 89
Harry D. Olive
 Judge of Probate

[Signature]
 Sheriff of Baldwin County, Alabama

530

STATE OF ALABAMA
COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that we, The Merchants National Bank of Mobile, a national banking association, as principal, and National Surety Corporation, as surety, are held and firmly bound unto Walter M. Bloxham in the sum of Sixty Thousand One Hundred Ninety and No/100 (\$60,190.00) Dollars for the payment thereof, well and truly to be made, we bind ourselves and our respective successors and assigns, jointly and severally, by these presents.

The condition of this bond is such that:

WHEREAS, the said The Merchants National Bank of Mobile, a national banking association, has on the 15th day of January, 1965, before the Honorable Telfair J. Mashburn, Judge of the Circuit Court of Baldwin County, Alabama, prayed an attachment at the suit of the said The Merchants National Bank of Mobile against the estate of the above named Walter M. Bloxham for the sum of Thirty Thousand Ninety Five and No/100 (\$30,095.00) Dollars and hath obtained the same returnable to the present term of the Circuit Court of Baldwin County, Alabama.

Now, if the said The Merchants National Bank of Mobile shall prosecute such suit and attachment to effect and pay to the said Walter M. Bloxham all such damages he may sustain by the wrongful or vexations suing out thereof, then the above obligation to be void, otherwise to remain in full force and effect.

THE MERCHANTS NATIONAL BANK OF MOBILE,
a national banking association,

By Eugene P. Anderson, Jr.
Its duly authorized President
Principal

NATIONAL SURETY CORPORATION

By [Signature]
Its duly authorized ATTORNEY IN FACT
Surety

Approved and accepted this
the 15 day of January, 1965.

[Signature]
Clerk, Circuit Court of
Baldwin County, Alabama

NATIONAL SURETY CORPORATION

A Member of The FUND Insurance Companies

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, New York, and its home office in the City and County of San Francisco, California, (hereinafter called the Corporation), has made, constituted and appointed, and does by these presents make, constitute and appoint

D. E. LUDLOW, P. F. BEVILLE AND E. S. JENKINS
JOINTLY OR SEVERALLY

of MOBILE and State of ALABAMA
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE MILLION (\$1,000,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 2nd day of November A.D., 19 62

NATIONAL SURETY CORPORATION

[Seal] By C. A. KEPPLER
Vice President

ATTEST: H. L. JOHNSON
Assistant Secretary

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }
On this 2nd day of November A.D., 19 62, before me personally came C. A. KEPPLER, to me known, who, being by me duly sworn, did depose and say, that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said C. A. KEPPLER further said that he is acquainted with H. L. JOHNSON and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

GEORGE SCHULMAN
Notary Public

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }
I, H. L. JOHNSON, Assistant Secretary of NATIONAL SURETY CORPORATION, do hereby certify that the following is a full, true and correct copy of Article VIII of the By-laws of the NATIONAL SURETY CORPORATION adopted on the 25th day of October, 1955, and now in full force and effect, to wit:

ARTICLE VIII Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to Accept Legal Process and Make Appearances.

"SECTION 30. APPOINTMENT. The President, any Vice President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

"SECTION 31. AUTHORITY. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of NATIONAL SURETY CORPORATION, this 2nd day of November, 19 62

[Corporate Seal] H. L. JOHNSON
Assistant Secretary of
NATIONAL SURETY CORPORATION

STATE OF GEORGIA } ss.:
COUNTY OF FULTON }
I, R. R. SWANSON, Resident Assistant Secretary of NATIONAL SURETY CORPORATION; a corporation of the State of New York, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney issued by said Corporation and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original. Said power of attorney is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of ATLANTA, this 18th day of January, 19 65

R. R. Swanson
Resident Assistant Secretary

STATE OF ALABAMA

COUNTY OF MOBILE

Before me the undersigned authority in and for said State and County, personally appeared Earl P. Andrews, Jr., who is known to me and who being by me first duly sworn, deposes and says as follows:

"I am Earl P. Andrews, Jr., Assistant Vice President of The Merchants National Bank of Mobile.

"I talked to Walter M. Bloxham by telephone today and was advised by him that he is leaving the State of Alabama and going to British Columbia.

"Walter M. Bloxham is indebted to The Merchants National Bank of Mobile in the sum of \$25,300.00 due by promissory notes dated February 6 and July 8, 1963, respectively, plus interest thereon at the rate of 6 percent per annum and plus a reasonable attorney's fee for the collection thereof as said notes have been referred to the Bank's counsel for collection. I am informed by said counsel that in their opinion a reasonable fee for the collection of said notes is the sum of \$4,795.00.

"I am informed and believe, and upon such information and belief aver that the issuance of a writ of attachment is necessary in order to enable The Merchants National Bank of Mobile to effect collection of said debt owed by the said Walter M. Bloxham."

Earl P. Andrews Jr.
Affiant

Sworn to and subscribed before me this 18th day of January, 1965.

Charles B. Bailey
Notary Public,
State of Alabama
at Large

FILED

JAN 18 1965

ALICE L. DUCK, CLERK
REGISTER

THE MERCHANTS NATIONAL	)	IN THE CIRCUIT COURT OF
BANK OF MOBILE, a National)	
Banking Association,	)	MOBILE COUNTY, ALABAMA
Plaintiff,	)	AT LAW
=vs=	)	CASE NO. 6363
ROBERT J. BALES,)	
Defendant.)	

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

Personally appeared before me the undersigned authority, Charles B. Bailey, Jr., who is known to me and who being by me first duly sworn, deposes and says that he is informed and believes, and based upon such information and belief, avers that the defendant Robert J. Bales is not in the military service of the United States.

Charles B. Bailey, Jr.
Affiant

Sworn to and subscribed before me this 23rd day of February, 1965.

Brock B. Gordon
Notary Public, State of Alabama at
Large

ATTACHMENT

THE STATE OF ALABAMA,
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Charles B. Bailey, Jr. as Attorney for The
Merchants National Bank of Mobile, a National Banking Association

Telfair J. Mashburn, Judge
hath complained on oath to me, ~~Attorney~~ Clerk of Circuit Court of Baldwin County, Ala., that

Walter M. Bloxham

is justly indebted to the Plaintiff The Merchants National Bank of Mobile

in the sum of \$30,095 Thirty Thousand Ninety Five and 00/100 Dollars, and

having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of
Walter M. Bloxham in and to the property described on Exhibit

"A" heret attached

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, within 30 days ~~XXXXXX~~ Monday of ~~XXXXXX~~ 19
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 18th day of January A. D., 1965.

64-1-19-65

Telfair J. Mashburn
Judge, Circuit Court of Baldwin County,
Alabama

No. 6363

ATTACHMENT

THE MERCHANTS NATIONAL BANK OF
MOBILE,
PLAINTIFF

Vs. { ATTACHMENT

WALTER M. BLOXHAM,

DEFENDANT

Issued JANUARY 18, 1965

Moore Printing Co.

120

Lots 1 through 18, inclusive, less and excepting the South Half of Lots 14 and 15 and the West Half of Lot 12 of Whispering Pines Subdivision located in Sections 8 and 17, Township 5 South, Range 2 East, Baldwin County, Alabama, according to plat thereof recorded in Map Book 5, page 219 of the records in the office of the Judge of Probate of Baldwin County, Alabama.

1 - Pontiac automobile bearing motor number 96298157
and 1965 Baldwin County tag number 5-10375.

Account with Baldwin County Savings and Loan Association,
Fairhope, Alabama.

STATE OF ALABAMA

COUNTY OF MOBILE

Before me the undersigned authority in and for said State and County, personally appeared before me Charles B. Bailey, Jr., who is known to me and who being by me first duly sworn, deposes and says as follows:

"I am Charles B. Bailey, Jr. I am a member of the law firm of McCorvey, Turner, Johnstone, Adams & May, attorneys for the plaintiff in the suit filed in the Circuit Court of Baldwin County, Alabama by The Merchants National Bank of Mobile, a National Banking Association against Walter M. Bloxham and Robert J. Bales, claiming \$25,300.00 due by promissory notes executed by the defendants to the plaintiff on February 6, 1963 and July 8, 1963, together with a reasonable attorney's fee in the amount of \$4,795.00 in the Circuit Court of Baldwin County, Alabama, on even date herewith.

"I am informed and believe and based upon such information and belief, aver that while the present address of the defendant Walter M. Bloxham is Greeno Road, Fairhope, Alabama, and the said Walter M. Bloxham is presently a resident citizen of Baldwin County, Alabama, I am informed and believe, and upon such information and belief, aver that the defendant Walter M. Bloxham is about to remove out of the State of Alabama and is about to go to British Columbia to establish permanent residence. I am further informed and believe, and upon such information and belief, aver that the scheduled date of departure for the said Walter M. Bloxham is about two weeks.

"I am further informed and believe, and based upon such information and belief, aver that the defendant Walter M. Bloxham owns an interest in the properties, both real and personal, described on Exhibit "A" hereto attached and incorporated herein by reference as fully as if set out hereinbelow in words and figures.

"I am further informed and believe, and based upon such information and belief, aver that the said Walter M. Bloxham is justly indebted to the said The Merchants National Bank of Mobile in the amount of \$25,300.00 plus a reasonable attorney's fee as specified in the complaint filed in the above referenced cause due on promissory notes executed by the said Walter M. Bloxham and that such sum is justly due and this attachment is not sued out for the purpose of vexing or harassing the said Walter M. Bloxham."

Charles B. Bailey, Jr.
Affiant

Sworn to and subscribed before me this 18th day of January, 1965.

Wilhelmina H. Schwarz
Notary Public

FILED

JAN 18 1965

ALICE L. DICK, CLERK
REGISTER

EXHIBIT "A"

Commencing at a point on the East line of fractional Section Five (5), Township Seven (7) South of Range Two (2) East forty-seven chains and 81 links (47 chains and 81 links) south of the Northeast corner of the said Section; thence with an angle of 90 degrees west from said Section line twenty chains (20 chains), thence South Ten (10) chains, thence East Twenty (20) chains to aforesaid Section line, thence North Ten (10) chains to point of beginning, containing 20 acres.

Also:

Commencing at a point on the East line of fractional Section 5, Township 7 South, Range 2 East, 47 chains and 81 lengths South of the Northeast corner of said Section 5, thence with an angle of 90 degrees west, from said Section line 20 chains as a point of beginning, thence South 10 chains, thence West 20 chains, thence North 10 chains, thence East 20 chains to the place of beginning, containing 20 acres.

Lots 1 through 18, inclusive, less and excepting the South Half of Lots 14 and 15 and the West Half of Lot 12 of Whispering Pines Subdivision located in Sections 8 and 17, Township 5 South, Range 2 East, Baldwin County, Alabama, according to plat thereof recorded in Map Book 5, page 219 of the records in the office of the Judge of Probate of Baldwin County, Alabama.

1 - Mercury automobile bearing motor number 2264X502VV2 and 1965 Baldwin County tag number 5-10319.

1 - Pontiac automobile bearing motor number 96298157 and 1965 Baldwin County tag number 5-10375.

Account in The First National Bank of Fairhope, Fairhope, Alabama.

Account with Baldwin County Savings and Loan Association, Fairhope, Alabama.

EWF

345⁰⁰

R1x

MOBILE, ALA., FEB. 6, 1963 19

NINETY DAYS

AFTER DATE, WITHOUT GRACE WE PROMISE TO PAY TO

THE ORDER OF **THE MERCHANTS NATIONAL BANK OF MOBILE, MOBILE, ALA.** \$23,000.00

****TWENTY THREE THOUSAND & 00/100 ***** DOLLARS**

WITH INTEREST AT 6% PER ANNUM
FOR VALUE RECEIVED, PAYABLE AT **The MERCHANTS NATIONAL BANK of Mobile, Ala.**

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 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.

DUE May 7 1963 1785
FORM 226-A
Walter M. Bloxham (SEAL)
Walter M. Bloxham (SEAL)
WALTER M. BLOXHAM

9/1

N/x 23/38

MOBILE, ALA., July 8, 19 63

On or before sixty (60) days AFTER DATE, WITHOUT GRACE we PROMISE TO PAY TO

THE ORDER OF **THE MERCHANTS NATIONAL BANK OF MOBILE, MOBILE, ALA.** \$ 2,300.00

Two thousand three hundred and No/100 - - - - - DOLLARS

with interest at 6% per annum
FOR VALUE RECEIVED, PAYABLE AT **The MERCHANTS NATIONAL BANK of Mobile, Ala.**

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 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.

DUE Sept 6 1963 17830
FORM 226-A
Walter M. Bloxham (SEAL)
Robert J. Bales (SEAL)
Robert J. Bales
21 No. Section St. Fairhope, 36532