

FOREST A. CHRISTIAN
ATTORNEY AT LAW
P. O. DRAWER 190
AREA CODE 205 - PHONE 943-2201
FOLEY, ALABAMA 36535

March 9, 1966

Hon. Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama

Re: Farmers & Merchants Bank
Vs: Richard Ginwright, et al.
Case No. 6724

Dear Judge Mashburn:

This case is set on the jury docket for Thursday, March 17. Mr. Howell represents the Defendant and it is my understanding that he will withdraw his jury demand and will permit you to enter a consent judgment in this case for \$282.02 principal, plus \$11.68 interest, and \$58.00 for a total of \$351.70.

It is further agreed that execution will be withheld for thirty days. If this is agreeable with Mr. Howell, he will indicate so at the bottom of this letter.

Cordially yours,

FOREST A. CHRISTIAN

—ON ALABAMA'S BEAUTIFUL GULF COAST—

James H. Howell
Attorney for Defendant

The aforesaid agreement to withdraw the plea of "Non Assumpsit" and demand for trial by jury is agreeable with Defendant in this cause.

Note attached

This is a wave note

\$ 600.00

FOLEY, ALABAMA

SEP 4 1964

19

For value received, I or we, jointly and severally, promise to pay to the order of

FARMERS AND MERCHANTS BANK

FOLEY, ALABAMA

Six Hundred = = = = = DOLLARS

payable at **FARMERS AND MERCHANTS BANK, Foley, Alabama**, in 4 monthly installments of \$ 150.00 each, and one installment of \$ none, the first installment to become due and payable on

~~or before the 3rd day of OCTOBER 1964~~ and one installment to become due and payable on or before the 3rd day of each succeeding month until the whole of said indebtedness is paid, with interest from

Maturity at the rate of 8 per annum.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof.

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 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.

No. 70134

Richard L. Dinwright (Seal)

Address Foley, Ala.

Mary L. Dinwright (Seal)

P.O. Box 191

1911 - S. Cedar St.

FRANKLINE

Bona Bonifazi

ENDORSEMENT OF INTEREST PAYMENTS

APR 12 1965 10.00 to 19

JUN 24 1965 3.35 ✓ 6/3 19 65

7 - 1865 2.67 ✓ to 7/3 19 65

_____ 79 _____ to _____ 79 _____

19 \$ to 19

19 5 10 19

19 5 to 19

19 _____ \$ _____ to _____ 19 _____

[illegible]

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summons RICHARD GINWRIGHT, MARY L. GINWRIGHT, FRANK LANE and BENNY GINWRIGHT, 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, Alabama, at the place of holding same by FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation.

Witness my hand this the 8 day of October, 1965.

Alice L. Duck
Clerk

* * * * *

COMPLAINT

FARMERS & MERCHANTS BANK of	X	
Foley, Alabama, a corporation,	X	
PLAINTIFF,	X	IN THE CIRCUIT COURT OF
VS:	X	BALDWIN COUNTY, ALABAMA
RICHARD GINWRIGHT and	X	AT LAW
MARY L. GINWRIGHT,	X	
MAKERS,	X	710.6924
FRANK LANE and	X	
BENNY GINWRIGHT,	X	
ENDORSERS,	X	
DEFENDANTS.		

The Plaintiff claims of the Defendants TWO HUNDRED EIGHTY-TWO & 02/100 DOLLARS (\$282.02), due by promissory note made by them on the 4th day of September, 1964, and payable on the 15th day of January, 1965, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be FIFTY-SEVEN & 50/100 DOLLARS (\$57.50).

M. J. Cleverly
Attorney for the Plaintiff

Defendants' Addresses:

Foley, Alabama

FILED

OCT 8 1965

ALICE L. DUCK, CLERK REGISTER

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

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Witness my hand this the 8 day of October, 1965.

Alice J. Duck
Clerk

* * * * *

COMPLAINT

FARMERS & MERCHANTS BANK of
Foley, Alabama, a corporation,

PLAINTIFF,

VS:

RICHARD GINWRIGHT and
MARY L. GINWRIGHT,

MAKERS,

FRANK LANE and

BENNY GINWRIGHT,

ENDORSERS,

DEFENDANTS.

X

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The Plaintiff claims of the Defendants TWO HUNDRED EIGHTY-TWO & 02/100 DOLLARS (\$282.02), due by promissory note made by them on the 4th day of September, 1964, and payable on the 15th day of January, 1965, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be FIFTY-SEVEN & 50/100 DOLLARS (\$57.50).

James C. Quinn
Attorney for the Plaintiff

Defendants' Addresses:

Foley, Alabama

EX-10-9-65

FILED

OCT 8 1965

ALICE J. DUCK, CLERK
REGISTER

244

70. 6724

SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK, Foley,
Alabama, a corporation,

PLAINTIFF,

VS:

RICHARD GINWRIGHT, et al.

DEFENDANT.

Received 8 day of Oct. 1965
Served on 9 day of Oct. 1965
Served copy of the within A. & C.
on Richard Ginwright;
May & Son;
By service on Frank Lane; and
Benny Ginwright
TAYLOR WILKINS, Sheriff
By Jm Eastburn
Foley, Ala.

Returned 11 day of Oct. 1965
Not found in my county after diligent search and in-
quiry as to May & Son
Taylor Wilkins, Sheriff
By Eastburn
Deputy Sheriff

Sheriff claims 216
14.27 miles
Don Center mile Total 14.40
TAYLOR WILKINS, Sheriff
By Jm Eastburn
DEPUTY SHERIFF

FILED

OCT 8 1965

ALICE J. DUCK, CLERK
REGISTER

FARMERS & MERCHANTS BANK of
Foley, Alabama, a corporation,

PLAINTIFF,

VS:

IN THE CIRCUIT COURT OF

RICHARD GINWRIGHT and
MARY L GINWRIGHT,

BALDWIN COUNTY, ALABAMA

MAKERS,

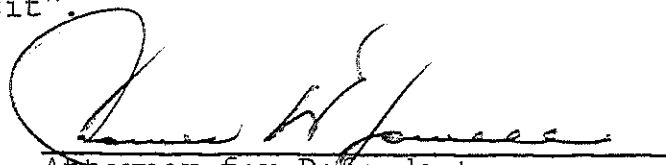
FRANK LANE and
BENNY GINWRIGHT,

AT LAW, NO. 6724

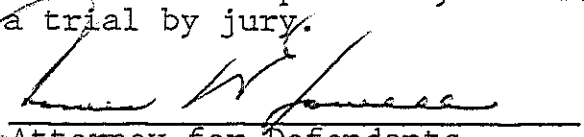
ENDORSERS,

DEFENDANTS.

Now come the defendants and for answer to plaintiff's
complaint pleads "non-assumpsit".


Attorney for Defendants

Defendants respectfully demand
a trial by jury.


Attorney for Defendants

FILED

NOV. 15 1965

ALICE L. DUCK, CLERK
REGISTER

FARMERS & MERCHANTS BANK of X
Foley, Alabama, a corporation, X

PLAINTIFF, X

VS: X

RICHARD GINWRIGHT and X
MARY L. GINWRIGHT, X

MAKERS, X

FRANK LANE and X
BENNY GINWRIGHT, X

ENDORSERS, X

DEFENDANTS. X

IN THE CIRCUIT COURT OF


BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6724

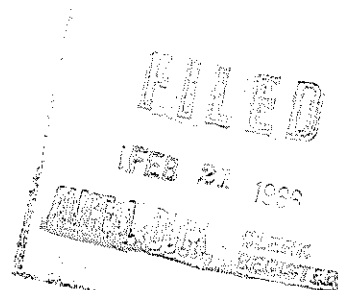
JURY

Now comes the Plaintiff and demurs to the answer filed on
November 15, 1965, because the plea is not sworn to as required
by statute.


Forest A. Christian, Foley, Alabama
Attorney for the Plaintiff

I certify that a copy of this plea has been sent to James Howell,
Esq., Foley, Alabama.


Forest A. Christian



The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

OCTOBER

TERM, 1967

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular March Term, 1966 of the Circuit Court of Baldwin County, to-wit: On the 10th day of March, 1966, being a regular day of said term, FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation

recovered judgment against RICHARD GINWRIGHT & MARY L. GINWRIGHT, MAKERS
and FRANK LANE & BENNY GINWRIGHT, ENDORSERS

for the sum of \$351.70, plus \$50.00 Court costs and interest, for total of \$401.70

and affidavit having been made by FOREST A. CHRISTIAN
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

BALDWIN COUNTY BOARD OF EDUCATION, Bay Minette, Alabama 36507

has or is believed to have in its possession, or under its control money or effects belonging to said defendants RICHARD GINWRIGHT and MARY L. GINWRIGHT or that it is, or is believed to be indebted to said defendant S 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 BALDWIN COUNTY BOARD OF EDUCATION, Bay Minette, Alabama 36507

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, within thirty days Monday in A. D. 1967, 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 defendants RICHARD GINWRIGHT and MARY L. GINWRIGHT and whether it will not be indebted in future to said defendants RICHARD GINWRIGHT and MARY L. GINWRIGHT by a contract then existing, and whether by a contract then existing it is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money or effects belonging to the defendants RICHARD GINWRIGHT and MARY L. GINWRIGHT

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

Witness, ALICE J. DUCK, Clerk of said Court, this 19 day of October, A. D., 1967.
Issued 19 day of October, A. D., 1967.

ATTEST:

67-10-24-67

Alice J. Duck, Clerk.

dated 19 day of Oct 67
and on 24 day of Oct 67

CIRCUIT COURT, BALDWIN COUNTY

I served a copy of the within Summons
on Baldwin County Board
of Education

No. 672419

By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Talbot

VS.

} GARNISHMENT ON JUDGMENT

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

Attorney

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

RELEASE OF GARNISHMENT

~~Circuit~~ Court of Baldwin County, Alabama

RE: FARMERS & MERCHANTS BANK OF FOLEY, ALABAMA

vs.

Plaintiff.

RICHARD GIMWRIGHT & MARY L. GIMWRIGHT

Defendant.

To: BALDWIN COUNTY BOARD OF EDUCATION

GARNISHEE

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 30th day of November, 19 67

CLERK.

Alice J. Duck

STATE OF ALABAMA
Baldwin County

Circuit Court

6724 1/2

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State
said FOREST A. CHRISTIAN

being duly sworn, on oath says, that a regular March 1966 Term

the Circuit Court of Baldwin County, to-wit: on the 10th day of March

67, ~~XXXX~~ FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation

covered a judgment against RICHARD GINWRIGHT & MARY L. GINWRIGHT, Makers, and FRANK
JE & BENNY GINWRIGHT, Endorsers,

for the sum of
and
THREE HUNDRED FIFTY-ONE & 70/100 DOLLARS (\$351.00), plus \$50 Court costs, ~~plus~~
interest for a total of \$401.70;
~~costs of suit;~~ that said judgment remains wholly unsatisfied and in full force and effect: that

BALDWIN COUNTY BOARD OF EDUCATION, Bay Minette, Alabama 36507

posed to be indebted to or have effects of the said RICHARD GINWRIGHT & MARY L. GINWRIGHT

its possession, or under its Control, and that he believes process of

enforcement against said BALDWIN COUNTY BOARD OF EDUCATION, Bay Minette, Alabama 36507
necessary to obtain satisfaction of said judgment.

born to and subscribed this 19

of October A. D. 1967

Alice J. Duck
Clerk.

Forest A. Christian
Forest A. Christian

State of Alabama

BALDWIN COUNTY

TO RICHARD GINWRIGHT & MARY L. GINWRIGHT, Defendants:

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

FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation, Plaintiff,

versus RICHARD GINWRIGHT & MARY L. GINWRIGHT, Makers & FRANK LANE & /, Defendant S.,

BENNY GINWRIGHT, Endorsers

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

BALDWIN COUNTY BOARD OF EDUCATION, Bay Minette, Alabama 36507

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 19

day of October, 1967.

Clerk of the Circuit Court.

233

E 4-11-1-67

Joley
No. 6724 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Received 19 day of Oct. 1967
and on 10 day of Nov. 1967
I served a copy of the within Notice
on Richard Ginwright;
Mary L. Ginwright
By service on Chase

TAYLOR WILKINS, Sheriff

By Jm Eastman
Joley, Ala

Sherriff's Office

144

Jan 20 1968

1440

BY

Jm Eastman
DEPUTY SHERIFF

Farmers + Merchants Bank
Joley Plaintiff.....

VS.

Richard Ginwright &
Mary L B Defendant.....

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

November 29, 1967

Honorable Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama 36507

Re: Garnishment against
Baldwin County Board
of Education
In case of Farmers &
Merchants Bank
Vs: Richard Ginwright &
Mary L. Ginwright
Case No. 6724½

Dear Judge Mashburn:

Mrs. Duck informs me that the Garnishee has paid
in the Court a total of \$400.00 which will pay off the
judgment debt.

Kindly enter an order releasing this money and
Mrs. Duck may deduct the Court costs and send the
balance to me as attorney for the Plaintiff.

I know that this is an informal way to plead, but
hope that it will serve the purpose.

Cordially yours,


FOREST A. CHRISTIAN