

6457

FIRST NATIONAL BANK OF BAY MINETTE,)	
A National Banking Association,)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
CHARLES M. DAY,)	
Defendant.)	LAW SIDE.
)	

COUNT ONE:

The Plaintiff claims of the Defendant the following described personal property, to-wit:

Twenty (20) head of Black Angus Cattle located on the farm of O. W. Day, Bay Minette, Alabama.

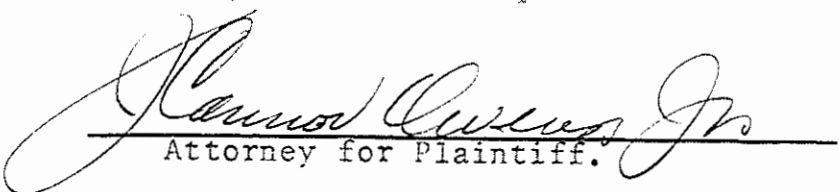
with the value of the hire or use thereof during the detention, to-wit, from December 12, 1964.

COUNT TWO:

The Plaintiff claims of the Defendant the sum of ONE THOUSAND SEVEN HUNDRED EIGHTY FOUR AND 74/100 DOLLARS (\$1,784.74) the balance due by Promissory Note made by him on September 5, 1964, and payable in 24 installments, commencing on the 5th day of October, 1964, with interest thereon from December 12, 1964; Plaintiff further alleges that in and by the terms of said note, the failure to pay any installment accelerated the balance due under said note, and that said Defendant defaulted in his obligation to pay the installments as set out hereinabove.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of TWO HUNDRED SIXTY-SEVEN AND 60/100 DOLLARS (\$267.60), as a reasonable attorney's fee in the premises.


Attorney for Plaintiff.

FILED
3-31-65
MAR 1 1965
CLERK
REGISTER

TO THE SHERIFF OF SAID COUNTY:

WHEREAS, the Plaintiff in the within stated cause has made affidavit and given bond as required by law, you are hereby required to take the property mentioned in complaint into your possession unless the defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is case in the suit he will, within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Alvin J. Huch
Clerk.

SUMMONS AND COMPLAINT

Baldwin Times

THE 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

CHARLES M. DAY

ROUTE 2, BOX 258

BAY MINETTE, ALABAMA

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

Charles M. Day

, Defendant

by FIRST NATIONAL BANK OF BAY MINETTE

Plaintiff.....

Witness my hand this 31 day of March 1965.

64-470-65
Property Not Found

Rice J. ... Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

First National Bank
of Bay Minette
Plaintiffs

vs.

Charles M. Day
Defendants

SUMMONS and COMPLAINT

Filed 3-31, 1965

W. J. Nick, Clerk

Plaintiff's Attorney

Defendant's Attorney

14097
Defendant lives at

RECEIVED IN OFFICE

April 1, 1965

Sheriff

I have executed this summons

this April 10, 1965

by leaving a copy with

Charles M. Day
The within property
was not found

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY J. M. Eastburn
DEPUTY SHERIFF

Taylor Wilkins Sheriff
J. M. Eastburn Deputy Sheriff
Goley, Ala.

STATE OF ALABAMA, BALDWIN COUNTY

700 Park Ave.
Bay Minette, Ala.

POST OFFICE

BAY MINETTE, ALABAMA September 5, 1964

Prin. 1660.00
Int. 254.00 \$ 1956.00
Ins.-Rec. Fee 40.00-2.00

On or before Each 5th next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Alabama, or order, at their main banking house in Bay Minette, Alabama,

One thousand nine hundred fifty-six and No 100 --- DOLLARS.
in 24 installments of \$ 81.50 each, and installment of \$, the first installment due October 5, 1964 after date
hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 24 installments
with interest on each installment from maturity at 8% per annum.

In the event of death, insolvency, assignment by judgment against, filing of petition in bankruptcy by or against, or issuance of writ of garnishment or attachment against the property of the undersigned, or on the happening of any one or more of the above events, the payee may, at its option, declare the amount of indebtedness immediately due and payable, and proceed to collect the same in any lawful manner. No delay shall waive the right to make the same.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, severally waive as to this debt, or any extension or renewal thereof, all rights of exemption under the Constitution of the State of Alabama, and under all laws thereof, and as to any other state where proceedings may be instituted, as to personal property, and they severally agree to pay all costs of collecting the same, including a reasonable attorney's fee, whether by suit or by foreclosure. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, and severally agree that time of payment may be extended, or renewal note taken, or other indulgence granted, without notice or consent to such action, and without release of liability.

If any installment of this note is not paid at the time and place specified herein, the entire amount unpaid shall be due and payable immediately at the election of the holder of this note, but failure of the holder to take advantage of such default does not operate as a waiver of any subsequent default.

And to secure the payment of the above amount and all and any future advances or renewals hereof, the undersigned do hereby grant, bargain, sell and convey to the said First National Bank of Bay Minette the following property belonging to the undersigned, and warranted to be free from any encumbrance: All of our livestock and its increase; all farming implements, tractors and other equipment; all of our household goods and kitchen furniture; all agricultural crops of every kind and description growing, or grown, by the undersigned during the year on any lands whatsoever; all of the personal property of the undersigned, whether in possession, reversion or remainder. A portion of the property so hereby conveyed, but not limiting the above, is more specifically described as follows:

20 head of Black Angus Cattle located on farm of O.W. Day and increase during the term of this note.

1956 Ford Ranch Wagon Serial #A6DR208060

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the acceleration as above herein provided, the First National Bank of Bay Minette, its agents or assigns, may seize the property herein conveyed and sell the same at private sale or at public sale, and if at public sale, then to the highest bidder for cash at such place as it may desire, after first giving notice of such sale by posting at the Courthouse Door in Bay Minette, Alabama, for ten days, of the terms, place and time of said sale. The proceeds of such sale shall be applied first to the expense of seizure and sale, including a reasonable attorney's fee, second to the payment of the debt, and if there be any balance, then to the maker hereof.

Witness my/our hand(s) and seal, this the 5th day of September 1964, 19

RCS Emp. Ingals Ship Building Corp.
Pascagoula, Miss.

Charles M. Day (L. S.)
Mr. Charles M. Day 36 (L. S.)

5-502-016

STATE OF ALABAMA

BALDWIN

COUNTY

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

Before me, J. Connor Owens, Jr.

, a Notary Public in and for said County,
personally appeared Winton E. Wise who being by me
duly sworn deposes and says that the property sued for in the complaint of First National Bank
of Bay Minette vs. Charles M. Day filed in said Court, to-wit:

Twenty (20) head of Black Angus Cattle located on the farm of

O. W. Day, Bay Minette, Alabama.

belongs to First National Bank of Bay Minette, the plaintiff.

FIRST NATIONAL BANK OF BAY MINETTE

Sworn to and subscribed before me this 31stBy: Winton E. Wiseday of March, 19 65.

J. Connor Owens, Jr.
Notary Public

STATE OF ALABAMA

BALDWIN

COUNTY

IN THE CIRCUIT COURT OF

BALDWIN

COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, First National Bank of Bay Minette

, Principal, and

W. M. Kelly and Winton E. Wise, Sureties, are held and
firmly bound unto Charles M. Day

, his heirs, executors and admin-
istrators in the sum of Thirty-five and no/100----- Dollars,
for the payment of which we jointly and severally bind ourselves, our heirs, executors and adminis-
trators.

Sealed with our seals and dated the 31st day of March, 19 65

The condition of the above obligation is such that whereas, the above bound First National Bank of Bay Minette

has on the 31st
day of March, 19 65

sued out a writ of detinue in the Circuit Court of Baldwin

County, returnable to the said Circuit Court against the said Charles M. Day

for the recovery of the following
described property, to-wit:

Twenty (20) head of Black Angus Cattle located on the farm of

O. W. Day, Bay Minette, Alabama.

Now, if the said First National Bank of Bay Minette shall fail in said suit

and shall pay to the said Charles M. Day, the defendant in
said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to
be void, otherwise, to remain in full force and effect.

Taken and approved this 31 day of MARCH FIRST NATIONAL BANK OF BAY MINETTE (SEAL)

March, 19 65 (SEAL)

Winton E. Wise (SEAL)

J. Connor Owens, Jr.
Clerk, Circuit Court

No. 6457

THE STATE OF ALABAMA

COUNTY

CIRCUIT COURT

Plaintiff

vs.

Defendant

Detinue — Affidavit and Bond

Filed this 31 day of Mar, 19 63

Wingfield
Clerk

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 7th..... day of..... July....., 1965, being a regular day of said term, FIRST NATIONAL BANK OF BAY MINETTE, a National Banking Association,

recovered judgment against CHARLES M. DAY

for the sum of Two thousand fifty-one and no/100----- Dollars, and cost of suit, and affidavit having been made by J. Connor Owens, Jr., that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

HARRISON BROTHERS DRY DOCK & REPAIR YARD, INC.,

BLAKELEY ISLAND, MOBILE, ALABAMA

has or is believed to have in its..... possession, or under its..... control money or effects belonging to said defendant Charles M. Day..... 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.....

HARRISON BROTHERS DRY DOCK & REPAIR YARD, INC.,

BLAKELEY ISLAND, MOBILE, ALABAMA

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court within thirty days from the service of this garnishment

House thereon, in the city of Bay Minette, on the..... Monday..... A. D. 1965

then and there within the three first days of the..... Monday..... A. D. 1965 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 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 Charles M. Day

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

EUNICE BLACKMON

Witness, AMOEN DUCKX Clerk of said Court, this 20th..... day of..... January, A. D., 1971.

Issued 20th..... day of..... January..... A. D., 1971

ATTEST:

Eunice B. Blackmon Clerk.

7 F.

JAN 20 1971

DEPUTY SHERIFF

ful 8535
CIRCUIT COURT, BALDWIN COUNTY

No. *6457 1/2*

*First National Bank
of Bay Minette*

VS. } GARNISHMENT ON JUDGMENT

Charles M. Day

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

BY *CHM*
JAN 21 9 45 AM '71
MOBILE SHERIFFS DEPT.
MOBILE COUNTY, ALA.

J. C. Owens
Attorney

RETURNED 2-1-71
Without Action By Order of *court clerk*
RAY D. BRIDGES, JR.
A. L. Linnon

STATE OF ALABAMA

Baldwin County

CHARLES M. DAY
Route 2, Box 79
TO Bay Minette, Alabama 36507, Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..
FIRST NATIONAL BANK OF BAY MINETTE, a National Banking Association
Plaintiff.....
versus CHARLES M. DAY, Defendant.....,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which HARRISON
BROTHERS DRY DOCK & REPAIR YARD, INC.,

has been named as Garnishee.....

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

20th day of January, 1971.


Clerk of the Circuit Court.

842-22-71

66-75A

6457 1/2

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

Plaintiff.....

VS.

Defendant.....

Received 20 day of Jan 19 71
and on 22 day of Feb 19 71
I served a copy of the within Notice
on Charles M. Day
By service on _____

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING _____ PROCESSES) AND
TRAVEL EXPENSE ON EACH OF \$ _____
FOR FEES OR A TOTAL OF \$ _____

TAYLOR WILKINS, Sheriff
By W. D. Zeller D. S.
ca

January 26, 1971

Mrs. Dorothy A. Frey, Personnel
Harrison Brothers Dry Dock and Repair Yard, Inc.
P. O. Box 1387
Mobile, Alabama

Dear Mrs. Frey:

Subject: Garnishment - First National
Bank of Bay Minette vs. Charles
M. Day

This will acknowledge receipt of and thank you
for your letter of January 21, 1971, concerning the above
named Charles M. Day, in which you agree to withhold the
sum of \$10.00 per week from the earnings of Mr. Day, to
be remitted monthly and applied on the debt due by Mr.
Day to the First National Bank of Bay Minette.

Garnishment proceedings had been mailed out on
Mr. Day prior to the receipt of your letter but we are
notifying the Clerk of the Court that the garnishment can
be returned and this is your authority not to have to
file a formal answer in the matter.

Thank you for your consideration in this matter.

Sincerely yours,

J. Connor Owens, Jr.

JCO:am

CC: Mrs. Eunice Blackmon
Clerk of Circuit Court of Baldwin County
Bay Minette, Alabama 36507

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY
TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 7th day of July, 1965, being a regular day of said term, FIRST NATIONAL BANK OF BAY MINETTE, a National Banking Association,
recovered judgment against CHARLES M. DAY

for the sum of Two thousand fifty-one and no/100----- Dollars, and cost of suit, and affidavit having been made by J. Connor Owens, Jr., that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

HARRISON BROTHERS DRY DOCK & REPAIR YARD, INC.,
BLAKELEY ISLAND, MOBILE, ALABAMA

has or is believed to have in its possession, or under its control money or effects belonging to said defendant Charles M. Day 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

HARRISON BROTHERS DRY DOCK & REPAIR YARD, INC.,
BLAKELEY ISLAND, MOBILE, ALABAMA

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, within thirty days from the service of this garnishment
House thereof, in the city of Bay Minette, on the Monday in A. D. 1965
then and there within the three first days of the Monday in A. D. 1965

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 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 Charles M. Day

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

EUNICE BLACKMON
Witness, ALICE J. BLACKMON, Clerk of said Court, this 20th day of January, A. D., 1971
Issued 20th day of January A. D., 1971

ATTEST:

Eunice B. Blackmon, Clerk.

711

CIRCUIT COURT, BALDWIN COUNTY

No. _____

1st Nat Bank
vs
Day

VS. }

GARNISHMENT ON JUDGMENT

Harrison Bras. & Dry Goods

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

BWA
1/29

Attorney

Returned 2-1-71 ok
Without Action By Order of Court
RAY D. BRIDGES, Sheriff
a. Surman

THE STATE OF ALABAMA,
BALDWIN COUNTY

6457 1/2
CIRCUIT COURT

EUNICE BLACKMON
Personally appeared before me, ~~XXXXXX~~, Clerk of the Circuit Court in and for Baldwin County and State aforesaid J. CONNOR OWENS, JR.,

who being duly sworn, on oath says, that a regular Term
of the Circuit Court of Baldwin County, to-wit: on the 7th day of July
19 65, FIRST NATIONAL BANK OF BAY MINETTE
recovered a judgment against CHARLES M. DAY

for the sum of
TWO THOUSAND FIFTY ONE AND NO/100 (\$2,051.00) Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
HARRISON BROTHERS DRY DOCK & REPAIR YARD, INC.

supposed to be indebted to or have effects of the said Charles M. Day
in its possession, or under its control, and that he believes process of
Garnishment against said HARRISON BROTHERS DRY DOCK & REPAIR YARD, INC.,
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 20th
day of January A. D. 19 71

Eunice B. Blackmon
Clerk.

J. Connor Owens Jr.

NO. _____

CIRCUIT COURT

vs.

AFFIDAVIT Garnishment on Judgment

Filed this _____ day of

_____, 19____

Clerk.