

PURITY SOUTHERN CORPORATION, Ø
a Corporation, Ø

Plaintiff, Ø

VS. Ø

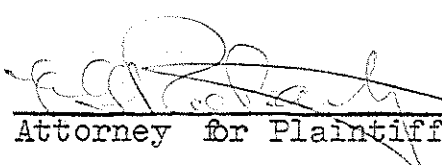
FRED INGERSOL, Ø

Defendant. Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
CASE NO. 6760

REQUEST FOR A DISCOVERY OF ASSETS

The Plaintiff having recovered on the 20th day of December, 1965, a Judgment against the Defendant in the above styled cause for the sum of TEN THOUSAND FOUR HUNDRED AND NO/100 (\$10,400.00) DOLLARS and costs and such Execution having been returned endorsed by the Sheriff of Baldwin County, Alabama, "No Property Found", the Plaintiff now requests in writing that the Clerk of this Court will issue a notice to the above named Defendant, requiring him within thirty (30) days from the service of this notice to file in this cause a statement in writing, under oath, of all of his assets, of every kind, character and description and wherever located as provided by Code 1940, Title 7, Section 903.



Attorney for Plaintiff.

FILED

JUL 7 1966

ALICE L. DUCK, CLERK
REGISTER

PURITY SOUTHERN CORPORATION,
a Corporation,

Plaintiff,

VS.

FRED INGERSOL,

Defendant.

Ø
Ø
Ø
Ø
Ø
Ø
Ø

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
CASE NO. 6760

NOTICE BY CLERK TO THE DEFENDANT TO FILE STATEMENT

Take notice, that, whereas, the plaintiff in the above entitled cause has requested, in writing, the undersigned, as Clerk of said Court, to issue notice to you, as defendant, in the above entitled cause, and in the judgment therein, requiring you to file a statement, in writing, under oath, of all your assets, as provided in Code 1940, Title 7, Section 903, and has filed said request, in writing, in this cause with the undersigned as Clerk of this Court, and it appearing from said request, and the record in said cause, that an execution was returned on the judgment in this cause on December 20th, 1965, endorsed "no property found," by the Sheriff of Baldwin County, and that you reside in the State of Alabama.

Now, therefore, you are hereby required, within thirty days from the service hereof, to file in this Court, a statement, in writing, under oath, of all your assets, including money, choses in action, notes, bonds, and accounts and all other property, real, personal or mixed, or any interest therein, with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed list or statement, of any and all liens, mortgages or incumbrances thereon showing the amounts due upon each, and the owner or holder of such liens, encumbrances or mortgages.

Witness my hand this 7 day of July, 1966.

Reece L. Luck
Clerk of the Circuit Court.

TO ANY SHERIFF OF THE STATE OF ALABAMA--Greeting:

You are hereby commanded to serve the foregoing notice upon FRED INGERSOL, Defendant, and make due return of your said

service and of this notice, within thirty days from this date,
how you have executed the same.

Witness my hand this 7 day of July,
1966.

David J. Smith
Clerk of the Circuit Court
67-7-12-66

Return on 72 day of July 1966
And on 72 day of July 1966
I served a copy of the within Notice
on Fred Ingersoll

By service on Kenneth Cooper,
Atty.

TAYLOR WILKINS, Sheriff

By W A Tolbert

om

100 6760

~~6669~~

Purity Southern Corp

DS

Fred Ingersoll

STATE OF ALABAMA
COUNTY OF BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby Commanded to Summon FRED INGERSOL 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 FRED INGERSOL, Defendant, by PURITY SOUTHERN CORPORATION, a Corporation, Plaintiff.

WITNESS my hand this 15 day of Nov, 1965.

Oliver J. Duck Clerk.

PURITY SOUTHERN CORPORATION, Ø
a Corporation, Ø
Plaintiff, Ø
VS. Ø
FRED INGERSOL, Ø
Defendant. Ø

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

C O M P L A I N T

COUNT ONE: The Plaintiff claims of the Defendant the sum of NINE THOUSAND TWO HUNDRED FORTY TWO AND 08/100 (\$9,242.08) DOLLARS due by promissory note made by him on the 6th day of May, 1965, with interest at 6% from date and payable on demand; and the Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agreed to pay an attorneys fee for the collection thereof and the Plaintiff hereby claims the further sum of NINE HUNDRED FIFTY-ONE AND 93/100 (\$951.93) DOLLARS as such attorneys fee.

E. G. Rickaby
E. G. RICKABY,
Attorney for Plaintiff.

Defendant's address is Greeno Road, Fairhope, Alabama. 62-11-19-65

FILED
NOV 15 1965
CLERK
REGISTER

720.6760

Purity Southern Corp

vs

Fred Ingersol.

Received 15 day of Nov 1965
d on 19 day of Nov 1965
served a copy of the within A & C
by Fred Ingersol

by service on

Taylor Wilkins

TAYLOR WILKINS, Sheriff

By Roy Randall D. S.

J. H. Hoge

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY RR
DEPUTY SHERIFF

F. G. Rickaby
Atty Gen. P.H.F.

\$ 9,242.08 Hazlehurst, Mississippi May 6, 1965

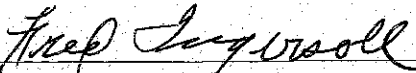
On demand after date for value received I promise to pay to the order of

Purity Southern Corporation, Hazlehurst, Mississippi the sum of

Nine Thousand Two Hundred Forty Two and 08/100----- DOLLARS

at Purity Southern Corporation, Hazlehurst, Miss. with six per cent interest per annum from

date until paid. And in the event default is made in the payment of this note at maturity and it is placed in the hands of an Attorney for collection or suit is brought on the same, then an additional amount of 15 per cent on the principal and interest of this note shall be added to the same as collection fees. The makers, drawers, and endorsers of this note hereby severally waive demand, notice of maturity, protest, notice of protest and notice of non-payment, and consent that the maturity of this note may be extended and that the same may be renewed without notice thereof and without releasing or waiving the rights of the holder of said note as to any parties liable thereon. All signers of this note are principals.


Fred Ingersoll