

O. W. LYLES,

Plaintiff,

Vs.

W. N. STUCKEY LUMBER CO.,
INC., a corporation,

Defendant,

Vs.

R. P. BAER AND COMPANY,
a corporation,

Garnishee.

X

X

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

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

You are hereby commanded to notify W. N. Stuckey Lumber Co., Inc., a corporation, that on the 16 day of July, 1965, a writ of garnishment in the above stated case was issued to R. P. Baer and Company, a corporation, as garnishee.

And you will return this writ according to law.

Witness my hand this 16 day of July, 1965.

Reice J. Stucke
Clerk

Received in office ___ day of ___, 1965.

Sheriff

Executed by serving a copy of the within writ on the ___ day of _____, 1965.

Deputy

Defendant's Address:
Bay Minette, Al.

396

Executed
July 19, 1965

710.6483 1/2

Received 16 day of July 1965
and on 19 day of July 1965
served a copy of the within Notice
on W. N. Stuckey Lbr. Co.

by service on Wilson Hayes

TAYLOR WILKINS, Sheriff

By

W. A. Talbert

om 1

C. W. Lyles

vs

W. N. Stuckey Lumber Co

Notice

STATE OF ALABAMA

BALDWIN COUNTY

AFFIDAVIT ON JUDGMENT

Before me, the undersigned authority, personally appeared Tolbert M. Brantley, who after being by me first duly sworn, deposes and says: That on the 28th day of May, 1965, in the Circuit Court of Baldwin County, Alabama, O. W. Lyles recovered a judgment against W. N. Stuckey Lumber Co., Inc., a corporation, for the sum of \$349.68, and the further sum of \$17.30 cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Gulf-Virola Corporation, Wilson Hayes as President, has or is believed to have in their possession or under their control, money or effects belonging to the defendant or that they are believed to be indebted to the defendant, or to be liable to 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.

Tolbert M. Brantley
Tolbert M. Brantley

Sworn to and subscribed before me this 17th day of June, 1965.

FILED

JUN 17 1965

ALICE J. WICK CLERK
REGISTER

June B. Hedge
Notary Public, State of Alabama at Large

O. W. LYLES	X	
Plaintiff	X	
vs	X	IN THE CIRCUIT COURT OF
W. N. STUCKEY LUMBER CO.,	X	BALDWIN COUNTY, ALABAMA
INC., a corporation	X	
Defendant	X	BALDWIN COUNTY, ALABAMA
	X	6483 1/2
R. P. BAER & COMPANY, a	X	
Corporation	X	
Garnishee	X	

Personally appeared before me, Edna L Snell
a Notary Public, in and for said State and County, who is personally known to me, Richard P. Baer, II, who being by me duly sworn, on oath says, that he is the agent of R. P. Baer & Company for making answers in garnishment cases, and as such agent has authority to make answer for the garnishee in the above-stated case, and answering the garnishment therein he says that the garnishee is not now indebted to the defendant in any sum whatever, and was not indebted to it as the time of the service of this garnishment, nor at any time intervening between the time of service of the garnishment and the making of this answer, and that it will not be indebted in the future to the said defendant by any contract then or now existing, and that it will not be liable to the defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that it has not in its possession or under its control money or effects belonging to the defendant.

Richard P. Baer II
Richard P. Baer, II

Sworn to and subscribed before me this 17th day of August, 1965.

FILED

398

AUG 19 1965
My Commission Expires March 8, 1967
ALICE J. DUCK, CLERK, REGISTER

Edna L Snell
Notary Public

NOTICE OF JUDGMENT NISI

THE STATE OF ALABAMA
BALDWIN COUNTY

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

Whereas, on the ____ day of June, 1965, in the Circuit Court of Baldwin County, Alabama, the following order was made and judgment entered to-wit:

O. W. LYLES,	X	
Plaintiff,	X	
Vs.	X	
W. N. STUCKEY LUMBER CO.,	X	
INC., a corporation,	X	
Defendant,	X	Garnishment
Vs.	X	
GULF-VIROLA CORPORATION,	X	
Wilson Hayes as President,	X	
Garnishee.	X	

Came the Plaintiff, by attorney, and the garnishee having failed to file his answer as required by law and it appearing to the Court that a writ of garnishment has been duly issued in this cause by the Clerk of this Court, and served upon said garnishee, and that on the 28th day of May, 1965, the Plaintiff recovered a judgment against the Defendant for the sum of THREE HUNDRED FORTY-NINE AND 68/100 DOLLARS (\$349.68) besides the sum of SEVENTEEN AND 30/100 DOLLARS (\$17.30) costs of suit: It is therefore considered by the Court that the Plaintiff recover of the garnishee the sum of \$349.68 and the sum of \$17.30 costs of original suit, as also the cost of this garnishment; unless at the present term of this court, and within thirty days after service of the rendition of this judgment, the said garnishee appear and show cause why this judgment should not be made final and absolute, and that a copy

of this order be served upon the said garnishee as required by law.

These are therefore to command you, that you make known the premises aforesaid to the said Gulf-Virola Corporation, Wilson Hayes as President, that it be and appear at the present term of said Court at the place of holding the same, and within thirty days after service of the rendition of said judgment to show cause why said judgment should not be made final and absolute against it and have you then and there this writ with your endorsement thereon.

Witness Alice J. Duck, Clerk of the Circuit Court of Baldwin County, this the 5 day of Aug, 1965.

Alice J. Duck
Clerk

FILED

AUG 5 1965

RECEIVED

NO. 6483 1/2

Received 10 day of Aug. 1965
and on 11 day of Aug 1965
served a copy of the within Notice Nisi
on Wilson Hayes

by service on _____

TAYLOR WILKINS, Sheriff

By W. A. Felbert D. S.

O. W. Lyles
vs

W. H. Stucky Lumber

Gulf-Virgin Corp.
Wilson Hayes
as Pres.

23 Re received and returned

STATE OF ALABAMA

BALDWIN COUNTY

70.6483 1/2

WRIT ON JUDGMENT

TO ANY SHERIFF OF THE STATE OF ALABAMA: Greeting:

Whereas Tolbert M. Brantley has made affidavit as required by law that on the 28th day of May, 1965, in the Circuit Court of Baldwin County, Alabama, O. W. Lyles recovered a judgment against W. N. Stuckey Lumber Co., Inc., a corporation, for the sum of \$349.68, and the further sum of \$17.30, cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that R. P. Baer and Company, a corporation, has or is believed to have in their possession or under their control, money or effects belonging to the defendant or that they are believed to be indebted to the defendant, or to be liable to 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.

These are therefore to command you, that you summon the said R. P. Baer and Company, a corporation, to appear ^{Answer on} ~~on the~~ day of within 30 days of service hereof, 1965, in the Circuit Court of Baldwin County, Alabama, to be holden for said county, within thirty days from the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making their answer, they have in their possession, or under their control any money or effects belonging to the defendant; and whether they are indebted to said defendant, or are liable to them on any contract for the payment of money or 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.

Witness, Circuit Clerk, of said Court, at office, this

16 day of July, 1965.

Alice J. Luck
Clerk

R. P. Baw and Company may be served:

Sage Lyon
Lyon, Piper & Cook
Attorneys at Law
Mobile, Alabama

Executed
395 July 22, 1965

id no. 6483 1/2 2939

Received 16 day of July 1965
End on 22 day of July 1965
I served a copy of the within Warrant
in R. P. Baer & Co.

By service on Sage Lyons
Ray Le Bridges
TAYLOR WILKINS, Sheriff
By J. H. Edwards

E. W. Lykes

15.

W. N. Stuckig Lumber Co.

REC'D. SHERIFF DEPT.
MOBILE
JUL 21 9 35 AM '65

Warrant W. N. Stuckig

W. N. Stuckig

STATE OF ALABAMA

BALDWIN COUNTY

WRIT ON JUDGMENT

TO ANY SHERIFF OF THE STATE OF ALABAMA: Greeting:

6483 1/2

Whereas Tolbert M. Brantley has made affidavit as required by law that on the 28th day of May, 1965, in the Circuit Court of Baldwin County, Alabama, O. W. Lyles recovered a judgment against W. N. Stuckey Lumber Co., Inc., a corporation, for the sum of \$349.68, and the further sum of \$17.30, cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Gulf-Virola Corporation, Wilson Hayes as President, has or is believed to have in their possession or under their control, money or effects belonging to the defendant or that they are believed to be indebted to the defendant, or to be liable to 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.

These are therefore to command you, that you summon the said Gulf-Virola Corporation, Wilson Hayes as President, to ^{within 30 days from service hereof} be and appear on the ____ day of _____, 1965, in the Circuit Court of Baldwin County, Alabama, to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making their answer, they have in their possession, or under their control any money or effects belonging to the defendant;

and whether they are indebted to said defendant, or are liable to them on any contract for the payment of money or 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.

Witness, Circuit Clerk of said Court at office, this 17 day of June, 1965.

Alice J. Duck
Clerk

EXECUTED
JUN 18, 1965

dived 17 day of June 1965
on 18 day of June 1965
ved a copy of the within
Gulf-Viola

ervice on Wilson Hayes

TAYLOR WILKINS, Sheriff

By W. A. Felber

CASE NO. 6483 ½

O.W. LYLES,

Plaintiff,

vs:

W.N. STUCKEY LUMBER CO., INC., A CORP.

Defendant.

GULF VIROLA CORP., WILSON HAYES, as
President, Garnishee.

Wilters, Brantley & Nesbit
Attorneys

Served 17 day of June 1965
on 18 day of June 1965

and a copy of the within
Gulf-Virola

service on Wilson Hayes

TAYLOR WILKINS, Sheriff
W. A. Zellerbach

on

CASE NO. 6483 1/2

O.W. LYLES,
Plaintiff,

vs

W.N. STUCKEY LUMBER CO., INC.,
A Corporation,
Defendant.

Gulf Virola Corp., Wilson Hayes,
as President-Garnishee

4483 1/2

STATE OF ALABAMA

BALDWIN COUNTY

AFFIDAVIT ON JUDGMENT

Before me, the undersigned authority, personally appeared Tolbert M. Brantley, who after being by me first duly sworn, deposes and says: That on the 28th day of May, 1965, in the Circuit Court of Baldwin County, Alabama, O. W. Lyles recovered a judgment against W. N. Stuckey Lumber Co., Inc., a corporation, for the sum of \$349.68, and the further sum of \$17.30 cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that R. P. Baer and Company, a corporation, has or is believed to have in their possession or under their control, money or effects belonging to the defendant or that they are believed to be indebted to the defendant, or to be liable to 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.

Tolbert M. Brantley
Tolbert M. Brantley

Sworn to and subscribed before me on this the 15 day of July, 1965.

James B. Hedges
Notary Public, State of Alabama at Large

FILED

JUL 16 1965

NOTARY PUBLIC
JAMES B. HEDGES
BALDWIN COUNTY, ALABAMA

STATE OF ALABAMA, BALDWIN COUNTY

Prin. 3,236.67

Int 517.33 \$ 3,756.00

Ins.-Rec. Fee 2.00

POST OFFICE Bay Minette, Ala.

BAY MINETTE, ALABAMA December 4, 1964

On or before Each 30th

S. M. Adams, Inc. Mobile

next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Ala-

bama, or order, at their main banking house in Bay Minette, Alabama.

Three Thousand Seven Hundred Fifty Six and no/100-----

in 24 installments of \$156.50 each, and installment of \$-----, the first installment due December 30, 1964 DOLLARS.

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 1964/65 on any lands whatsoever; all of the personal property of the undersigned, whether in possession, reversion or remainder, or portion of the property so hereby conveyed, but not limiting the above, is more specifically described as follows:

STATE OF ALABAMA
Filed 12/14/64
Recorded 12/14/64
and I certify that the book 469 page 277 has been paid.
W. N. Stuckey, Inc.
President
Whit A. Stuckey, Jr.
Treasurer
10136 30-601-018

Upon maturity, and non-payment of the 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 in 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 4th day of December 1964, 19

Attest:

W. N. STUCKEY, LUMBER CO., INC. (L. S.)

W. N. Stuckey, Inc. President (L. S.)

Whit A. Stuckey, Jr. Treasurer

For value received I hereby guarantee the collection and payment of the within note, mortgage, including reasonable attorney's fees, and waive my right of exemption of this or any other State. I also consent to any extension of time of Payment or any renewal of this note, mortgage, and waive demand, protest and non payment thereof.

For Value received, we hereby sell, assign and transfer unto the First National Bank of Bay Minette, all our interest in the foregoing instrument, with full recourse.

S. M. ADAMS, INC.,

C. W. Lyles Vice President L.S.

L.S.

For Value Received, we hereby sell, assign and transfer unto S. M. Adams, Inc., Mobile, Ala., all our interest in the foregoing instrument, without recourse.

FIRST NATIONAL BANK OF BAY MINETTE

By: W. M. Kelly
W. M. KELLY,
Executive Vice President

For Value Received, we hereby sell, assign and transfer unto O. W. Lyles, all our interest in the foregoing instrument, with full recourse.

FIRST NATIONAL BANK OF BAY MINETTE

BY: W. M. KELLY, Executive Vice Pres.

872 469

m 5.70/-
R 1.25/-
6.95/-