

MASON PLAN COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

JACK D. COOLEY,

Defendant.

)
) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
)

LAW SIDE.
6486

The Plaintiff claims of the Defendant, the sum of ONE HUNDRED THIRTY TWO AND 08/100 DOLLARS (\$132.08), the balance due by promissory note made by him on June 6, 1964, and payable in 18 installments of \$10.18 each, commencing on the 6th day of July, 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 note is delinquent since August 6, 1964.

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 TWENTY FIVE AND NO/100 DOLLARS (\$25.00) as a reasonable attorney's fee in the premises.

FILED

APR 22 1965

ALICE L. DUCK, CLERK
REGISTER

J. Connor Owens, Jr.
J. Connor Owens, Jr.,
Attorney for Plaintiff.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

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 JACK D. COOLEY

312 POWELL AVENUE

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.....

JACK D. COOLEY

....., Defendant.....

by MASON PLAN COMPANY, INC., a corporation

....., Plaintiff.....

Witness my hand this 22nd day of April 19 65
~~21st~~

Ex-4-26-65

Alice J. Duck Clerk

No. 6486 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Mason Plan Co.
Inc a Corp Plaintiffs

vs.

Jack D. Cooley Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

APR 22 1965

Clerk

AUG 1 1965, CLERK
REGISTER

J. Comer Rivers, Jr.
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

Received In Office

APR 22 1965

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this April 26 1965
by leaving a copy with

Jack D Cooley

Taylor Wilkins Sheriff

D. A. Felbert Deputy Sheriff

om

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
DAHLBERG BUILDING
P. O. BOX 729
BAY MINETTE, ALABAMA

WALTER S. PATTON, ASSOCIATE

September 1, 1966

TELEPHONE NO. 937-4661

Mrs. Alice J. Duck
Register of Circuit Court
Bay Minette, Alabama

Subject: Mason Plan, Inc., vs. Jack D. Cooley
Case No. 6486

Dear Mrs. Duck:

This is with reference to the above styled matter and to advise you that I have been notified to discontinue the action of garnishment filed in this matter against Jack D. Cooley.

Mr. Cooley has made settlement with my client. The costs in this matter will be paid by Mason Plan, Inc., and I would appreciate it if you would please prepare and forward to this office a cost bill in the matter.

I understand the Sheriff's office has collected the sum of \$15.00 after execution issued on the judgment. This amount should be paid to you and remitted to this office or to Mason Plan, Inc.

Thank you for your aid and consideration in this matter.


Sincerely yours,



J. Connor Owens, Jr.

JCO:am

CC: Standard Manufacturing Company
Bay Minette, Alabama



NOTE

\$ 140⁰⁰

Mobile, Alabama,

6-6-1964Loan No. 273**MASON PLAN CO., INC.**

115 St. Michael Street, Mobile, Alabama

For value received, the undersigned jointly and severally promise to pay to the order of **MASON PLAN CO., INC.** at its office in the City of Mobile, Alabama, the sum of One Hundred Forty 400/100 Dollars, in 18 installments of \$ 1018 each, and a final installment of \$ —,

Maturity Date 12-6-65

on the 6 day of each and every month hereafter until paid, said principal amount being the cash advance and said installments including interest at the rate of three per cent a month on that part of the unpaid principal balance not in excess of \$200, and two per cent a month on that part of the unpaid principal balance in excess of \$200 but not exceeding \$300.

Payment of principal and interest shall be made in consecutive monthly installments as indicated above beginning on the above stated due date for the first installment and continuing on the same day of each succeeding month with a final installment covering any unpaid balance, including interest, until principal and interest have been fully paid.

If the principal amount of this note or of any installment is not paid when due, the unpaid principal amount shall bear interest thereafter at the above rates for six months after the due date of the final installment of principal or interest, after which the amount then due shall bear interest at the rate of eight per cent per annum until fully paid.

Every payment made hereon shall be applied first to interest to date of actual payment and the remainder to principal. In the computation of interest, one month shall be that period of time in a month to a corresponding date in the next month and if there is not such corresponding date then to the next day of the next month; and a day shall be considered 1/30 of month when computation is made for a fraction of a month.

The insolvency of any obligor hereon, or the filing by or against any obligor hereon of any petition or proceeding in receivership or in bankruptcy or under any statute of the United States relating to bankruptcy or compositions, or default in the payment of any installment of the principal or interest hereof, or of any part of either, shall, at the option of the holder hereof, and without notice or demand, render the entire unpaid balance of the principal hereof and accrued interest hereon at once due and payable, and in addition thereto the obligors hereunder agree to pay all reasonable costs of collection, including a reasonable attorney's fee, provided, however, that holder shall in no event receive or participate in such collection costs or attorney's fees. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

Extension of the time of payment of all or any part of the amount owing hereon at any time or times, or any variation, modification or waiver of any term or condition hereof at any time or times, shall not affect the liability of any obligor hereof, it being the intent of all of the obligors that they shall continue jointly and severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. All obligors hereon both individually and severally hereby waive notice of acceptance, presentment for payment, demand, protest, notice of demand, non-payment, and protest of this note, and further waive all rights of exemption of every kind under the laws of the State of Alabama or any other state.

noneJack D Cooley

Name of Borrower

325 Townsend Ave

Address of Borrower

Amount of Advance \$ 140⁰⁰Interest @ 3 % - \$ —Insurance \$ 156Filing \$ —J. H. Rantley
Name of Person Making Loan

Witness our hands and seals this date

Jack D Cooley

Signature of Borrower

(Seal)

325 Townsend Ave Bay Minnott

Address of Borrower

(Seal)

—
Endorser

Address of Endorser

Garnishment on Judgment.

648612

The 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 28th day of January, 1966, being a regular day of
said term, Mason Plan Company, Inc., a corporation

recovered judgment against JACK D. COOLEY

for the sum of One Hundred Two and no/100 Dollars, and cost of suit,
and affidavit having been made by Walter S. Patton
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

STANDARD FURNITURE MANUFACTURING COMPANY

BAY MINETTE, ALABAMA

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant Jack D. Cooley Standard Furniture Mfg. Co.
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

Standard Furniture Manufacturing Company

Bay Minette, Alabama

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
within thirty days from the service hereof,
thereof, in the city of Bay Minette, A. D. 19

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 time making its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer whether it was indebted to said defendant
Jack D. Cooley 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 Jack D. Cooley

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

Witness, ALICE J. DUCK, Clerk of said Court, this 11th day of August, A.D., 1966

Issued 11th day of August, A.D., 1966.

ATTEST:

Alice J. Duck, Clerk.

Served 11 day of Aug. 1966
at on 15 day of Aug. 1966
served a copy of the within
Standard Furniture
Mfg. Co.
by service on Mrs. Joyce

TAYLOR WILKINS, Sheriff
By: W A Tolbert
on

Circuit Court, Baldwin County

No. 6486 1/2

Mason Plan Co.

VS. } Garnishment On Judgment

Jack D. Cooley

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

FILED

AUG 21 1966

ALICE L. BUCK, CLERK
REGISTER

~~E. Lenoir Thompson~~
Walter Patton, Attorney

State of Alabama

BALDWIN COUNTY

TO JACK D. COOLEY, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of
MASON PLAN COMPANY, INC., a corporation, Plaintiff,
versus JACK D. COOLEY, Defendant,

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

STANDARD FURNITURE MANUFACTURING COMPANY

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 11th
day of August, 1946

Alice J. Cook
Clerk of the Circuit Court.

8-15-66

VOL

66

PAGE

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ceived 11 day of Aug. 1966
on 15 day of Aug. 1968

erved a copy of the within Notice

Jack D. Cooley

service on

TAYLOR WILKINS, Sheriff

By W. D. Tolbert

W. D. Tolbert

6486 1/2
NOTICE
TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

JACK D. COOLEY

MASON PLAN COMPANY, INC.,
a corporation,

Plaintiff

VS.

JACK D. COOLEY

Defendant

THE STATE OF ALABAMA, }
BALDWIN COUNTY

6486 1/2
CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid Walter S. Patton

who being duly sworn, on oath says, that a regular _____ Term
of the Circuit Court of Baldwin County, to-wit: on the 28th day of January
19 66, MASON PLAN COMPANY, INC., a corporation

recovered a judgment against JACK D. COOLEY

_____ for the sum of
ONE HUNDRED TWO AND NO/100 _____ Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
STANDARD FURNITURE MANUFACTURING COMPANY

supposed to be indebted to or have effects of the said Jack D. Cooley
in its _____ possession, or under its _____ control, and that he believes process of
Garnishment against said Jack D. Cooley
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 11th
day of August A. D. 19 66

Alice J. Duck
Clerk.

Walter S. Patton
FILED
AUG 11 1966
ALICE J. DUCK, CLERK
REGISTER

NO. _____

CIRCUIT COURT

VS.

AFFIDAVIT Garnishment on Judgment

Filed this _____ day of _____

19____

Clerk.