

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Albert French to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of the Baldwin County Bank, a Corporation.

Witness my hand, this the 11th day of June, 1965.

Alice J. Duck
CLERK

BALDWIN COUNTY BANK, A
CORPORATION,

PLAINTIFF

VS

ALBERT FRENCH

DEFENDANT

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
AT LAW
NUMBER: 6544

The Plaintiff claims of the Defendant ONE-HUNDRED, SIXTY-TWO and NO/100 (\$162.00) DOLLARS due on a note made by him on the 15th day of November, 1964 and payable on the 15th day of December, 1964 with interest thereon.

The note contains provision for a reasonable attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

W. H. Haynes
Attorney for Plaintiff

Defendant may be served
in Stockton, Alabama

FILED

JUN 11 1965

ALICE J. DUCK, CLERK
REGISTER

EX-6-11-65

347

NUMBER: 6544

BALDWIN COUNTY BANK, A
CORPORATION,

PLAINTIFF

VS

ALBERT FRENCH

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

SUMMONS AND COMPLAINT

Received 11 day of June 1965
and on 11 day of June 1965
served a copy of the within etc
in Albert French

by service on _____

TAYLOR WILKINS, Sheriff

By W A Talbert

Stockton

Sheriff claims 2.2 miles at
Ten Cents per mile Total \$ 2.20
TAYLOR WILKINS, Sheriff
by W A Talbert
DEPUTY SHERIFF

FILED

JUN 11 1965

ALICE A. DICK, CLERK
REGISTER

\$ 162.00

BAY MINETTE, ALA., November 14, 19 64

For value received, the undersigned promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., or order, the sum of

-----One hundred sixty-two and no/100----- Dollars,

payable in 6 installments of \$ 27.00 each, except the final installment which shall be \$ 27.00 ; the first

installment shall be due on December 15, 19 64, after date hereof, and one of such remaining installments shall be due on the

15th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid, with interest thereon from

maturity at the rate of eight per cent per annum until paid.

Payable at Baldwin COUNTY BANK, Bay Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. 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, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at or before the payment of

this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and

description, raised during the year 19 by us or under our direction, including all rents due or to become due as for the year 19 in Baldwin

County, Alabama, or elsewhere. Also

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest: (Albert French)

/s/ Albert French

Stockton, Ala.

No. 27081

3 ed 32

348

DUVALL - MOBILE

Judge,

May I have a default
judgment on a promissory
waive note for

	\$ 162.00	Note
	1.1, 72	interest
	<u>25.00</u>	city fee
Total	<u>\$ 198.72</u>	

Wilson Hay

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 Fall Term, 1965 of the Circuit Court of Baldwin County, to-wit: On the 19th day of November, 1965, being a regular day of said term, The Baldwin County Bank, a Corporation

recovered judgment against Albert French

for the sum of \$218.92 Dollars, and cost of suit,

and affidavit having been made by Wilson Hayes

that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Bacon-McMillian Veneer Manufacturing Company, a Corp.

has or is believed to have in his possession, or under his control money or effects belonging to said defendant Albert French or that he 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

Bacon-McMillian Veneer Manufacturing Company, a Corp.

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, on the Monday in March A. D. 1966, 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 of the answer, or at any time intervening the time of serving the garnishment, and making the answer he was so indebted to said defendant Albert French and whether he will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing he 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 he has not in his possession or under his control money or effects belonging to the defendant Albert French

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

Witness, ALICE J. DUCK, Clerk of said Court, this 24 day of March, A. D., 1966

Issued 24 day of March, A. D., 1966

ATTEST:

Alice J. Duck, Clerk.

Sudgt. 198.72
20.20

24 day of March 19.66
25 day of March 1966
copy of the within Sam.
Bailey McMillan

ice on _____
TAYLOR WILKINS, Sheriff
By W. C. Zolbert
Stockett

22 2nd
Ten days before 1966
TAYLOR WILKINS, Sheriff
BY W. H. Sollett
DEPUTY SHERIFF

CIRCUIT COURT, BALDWIN COUNTY

No. 6544 1/2

BALDWIN COUNTY BANK

VS. } GARNISHMENT ON JUDGMENT

ALBERT FRENCH

Issued _____ day of _____ 19 _____

Returnable _____ day of _____ 19 _____

WILSON HAYES

Attorney

10 00 01

STATE OF ALABAMA

Baldwin County

TO Albert French
....., Defendant.....:

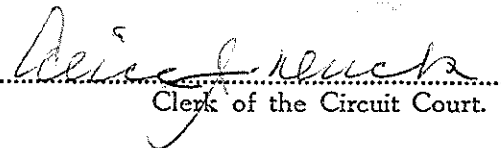
YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..

BALDWIN COUNTY BANK
....., Plaintiff.....,ALBERT FRENCH
versus Defendant.....,

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

BACON McMILLIAN VENEER MANUFACTURING COMPANY, a Corp.
.....

has...been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 24
.....day of March, 19..66.
.....
Clerk of the Circuit Court.

E43-25-66

MD. 6544 1/2

Received 24 of March 65
and on 25 of March 65
serve a copy of this writ on Notice
Albert French

by service on

TAYLOR WILKINS, Sheriff

By W. A. Tolbert

Tolbert

Ten Cents per line Total 2.50

TAYLOR WILKINS, Sheriff

BY

W. A. Tolbert
DEPUTY SHERIFF

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

BALDWIN COUNTY BANK

Plaintiff....

VS.

ALBERT FRENCH

Defendant....

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

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

who being duly sworn, on oath says, that a regular fall Term
of the Circuit Court of Baldwin County, to-wit: on the 19th day of November
19 65, Baldwin County Bank

recovered a judgment against Albert French

TWO-HUNDRED, EIGHTEEN and NINETY-TWO/100 (\$218.92) for the sum of
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that Dollars
Bacon-McMillian Veneer Manufacturing Co., a Corp

supposed to be indebted to or have effects of the said Albert French
in his possession, or under his control, and that he believes process of
Garnishment against said Albert French
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 24
day of March A. D. 19 66
Alice J. Duck
Clerk.

Wilson Hayes

NO.

6544 1/2

CIRCUIT COURT

BALDWIN COUNTY BANK
PLAINTIFF

vs.

ALBERT FRENCH
DEFENDANT

AFFIDAVIT Garnishment on Judgment

Filed this _____ day of
_____, 19____

MAR 2 1963

Clerk.

ALICE L. DICK, CLERK
MOORE PRINTING CO., BAY MINETTE, ALA.