

FIRST NATIONAL BANK OF
MOBILE, ALABAMA
a corporation

Plaintiff

v.

G.W. WHITE, individually
and d/b/a G.W. WHITE
CONSTRUCTION COMPANY
Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

3260

HARBERT CONSTRUCTION
COMPANY, a corporation
Garnishee

To Any Sheriff of the State of Alabama-GREETING:

You are hereby commanded to notify G.W. White, individually
and d/b/a G.W. White Construction Company that on the _____ day
of _____, 1957, a writ of garnishment in the above stated
case was issued to Harbert Construction Company, a corporation,
as garnishee.

And you will return this writ according to law.

Witness my hand this 10 day of June, 1957.

Reid J. Neuch
Circuit Clerk

FIRST NATIONAL BANK OF
MOBILE, ALABAMA
a corporation

Plaintiff

v.

G.W. WHITE, individually
and d/b/a G.W. WHITE
CONSTRUCTION COMPANY
Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

HARBERT CONSTRUCTION
COMPANY, a corporation
Garnishee

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You are hereby commanded to notify G.W. White, individually and d/b/a G.W. White Construction Company that on the _____ day of _____, 1957, a writ of garnishment in the above stated case was issued to Harbert Construction Company, a corporation, as garnishee.

And you will return this writ according to law.

Witness my hand this 10 day of June, 1957.

Reed A. Duck
Circuit Clerk

FIRST NATIONAL BANK OF
MOBILE, ALABAMA
a corporation

Plaintiff

v.

G.W. WHITE, individually
and d/b/a G.W. WHITE
CONSTRUCTION COMPANY

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

I.

The plaintiff claims of the defendant Six Hundred & NO/100 (\$600.00) Dollars, due from him for money loaned by the plaintiff to the defendant on the 3rd day of April, 1957, which sum of money, with interest thereon, is still unpaid.

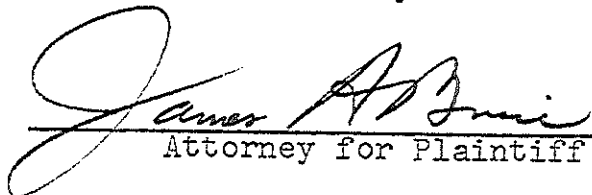
II.

The plaintiff claims of the defendant Six Hundred & NO/100 (\$600.00) Dollars, due by promissory note made by him on the 3rd day of April, 1957, and payable on the 3rd day of May, 1957, with interest thereon at the rate of seven (7%) per cent. per annum, from the 3rd day of April, 1957.

III.

The plaintiff further alleges that by and under the terms of said note the defendant waived all right of exemption under the constitution and laws of the State of Alabama, whereof the plaintiff claims benefit.

The plaintiff further alleges that under the terms of said note the defendant agreed to pay all costs of collecting said note, including a reasonable attorney's fee; the plaintiff claims of the defendant the other and further sum of One Hundred Twenty & NO/100 (\$120.00) as such reasonable attorney's fee.


Attorney for Plaintiff

The defendant, Mr. G.W.
White, resides at Magnolia
Springs, Alabama, and is
currently employed by
Harbert Construction
Company, Foley, Alabama.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

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 G.W. White, individually and d/b/a

G.W. White Construction Company

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 G.W. WHITE,

individually and d/b/a G.W. WHITE CONSTRUCTION COMPANY, Defendant...

by FIRST NATIONAL BANK OF MOBILE, ALABAMA a corporation

-----, Plaintiff

Witness my hand this 30 day of May 1957

W. J. White, Clerk

\$ 600.00

FAIRHOPE, ALA., Nov. 8th

1954

Three (3) months

AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF ~~BANK OF FAIRHOPE~~

William A. Stenzel

.....Six Hundred and 00/100.....

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

To secure the payment of this bond or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

The following described real property in Baldwin County, Alabama, to-wit:
Begin at half section post on south boundary line of Section 29, T5S, R2E and run west 831 feet, thence north 870 feet for point of beginning, thence north 208.5 feet, thence east 625 feet, thence south 208.5 feet and thence west 625 feet to beginning point, being in Section 29, T5S, R2E, Baldwin County, Alabama, and containing approximately three (3) acres; subject to a prior mortgage.

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of 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 said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. 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, endorser, guarantor, or any one of them.

ATTEST x

W. A. Stenzel

William A. Stenzel

(L. S.)

x

Henry J. Johnson

William A. Stenzel


(L. S.)

AFFIDAVIT FOR GARNISHMENT
IN AID OF PENDING SUIT


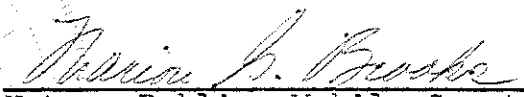
THE STATE OF ALABAMA)
COUNTY OF MOBILE)

Before me, the undersigned Notary Public in and for said State and County, personally appeared A.E. Reynolds, a credible person, who being sworn, deposeth and saith:

That his name is A.E. Reynolds; that he is Vice-President of the First National Bank of Mobile, Alabama, a corporation; that G.W. White, individually, and doing business as G.W. White Construction Company is indebted to the said First National Bank of Mobile, Alabama in the principal sum of Six Hundred (\$600.00) Dollars, plus \$7.00 interest and \$120.00 attorney's fees; that the said First National Bank of Mobile, Alabama has commenced suit by summons and complaint returnable to the 1957 term of the Circuit Court of Baldwin County, Alabama, against the said G.W. White, individually and doing business as G.W. White Construction Company; that he believes the process of garnishment against Harbert Construction Company, a corporation, is necessary to obtain satisfaction of said claim, and that Harbert Construction Company, a corporation has or is believed to have, in its possession or under its control, money belonging to the defendant, or that it is, or is believed to be indebted to the defendant.


A.E. Reynolds

Sworn to and subscribed
before me this 31st
day of May, 1957.
Witness my hand and official
seal.



Notary Public, Mobile County,
Alabama

2
2
2

AFFIDAVIT FOR GARNISHMENT
IN AID OF PENDING SUIT

THE STATE OF ALABAMA)
COUNTY OF MOBILE)

Before me, the undersigned Notary Public in and for said State and County, personally appeared A.E. Reynolds, a credible person, who being sworn, deposeth and saith:

That his name is A.E. Reynolds; that he is Vice-President of the First National Bank of Mobile, Alabama, a corporation; that G.W. White, individually, and doing business as G.W. White Construction Company is indebted to the said First National Bank of Mobile, Alabama in the principal sum of Six Hundred (\$600.00) Dollars, plus \$7.00 interest and \$120.00 attorney's fees; that the said First National Bank of Mobile, Alabama has commenced suit by summons and complaint returnable to the 1957 term of the Circuit Court of Baldwin County, Alabama, against the said G.W. White, individually and doing business as G.W. White Construction Company; that he believes the process of garnishment against Harbert Construction Company, a corporation, is necessary to obtain satisfaction of said claim, and that Harbert Construction Company, a corporation has or is believed to have, in its possession or under its control, money belonging to the defendant, or that it is, or is believed to be indebted to the defendant.

FILED
MAR 1 1957


A.E. Reynolds

Sworn to and subscribed
before me this 31st
day of March, 1957.
Witness my hand and official
seal.



Notary Public, Mobile County,
Alabama

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

May 30, 1957

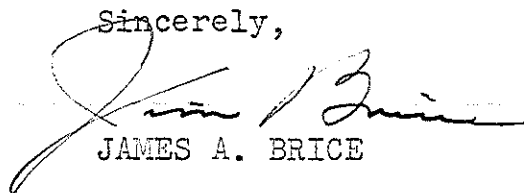
Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

I recently filed suit for the First National Bank of Mobile against G.W. White. We now wish to institute garnishment against Harbert Construction Company, Foley, in that case.

Enclosed you will find garnishment writ and notice to defendant. The 1st National Bank will forward you a bond and affidavit. If there is anything more required, please advise.

Sincerely,



JAMES A. BRICE

JAB:ss

encl-as noted

1st
FIRST NATIONAL BANK
MOBILE 1 ALABAMA

A. E. REYNOLDS,
VICE PRESIDENT

May 31, 1957

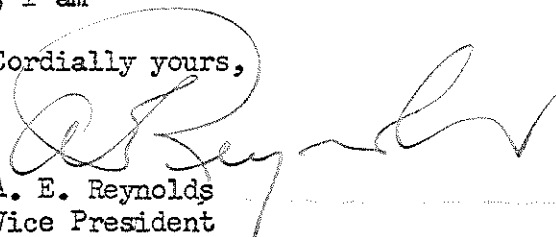
Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

In accordance with instructions received from Mr. James A. Brice, Attorney, we are enclosing herewith in duplicate Affidavit and Bond for garnishment against G. W. White. Mr. Brice has advised us that he has already filed suit against Mr. White and has talked to you about these papers.

Assuring you that we appreciate your assistance in this matter, and with best wishes, I am

Cordially yours,


A. E. Reynolds
Vice President

AER/mb
encls.

REGISTERED MAIL

BOND

STATE OF ALABAMA)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, the First National Bank of Mobile, Mobile, Alabama, is held and firmly bound unto G.W. White, individually and d/b/a G.W. White Construction Company in the sum of One Thousand Four Hundred Forty & NO/100 (\$1440.00) Dollars to be paid to the said G.W. White, his heirs, executors, administrators or assigns; for which payment, well and truly to be made, the undersigned binds itself, and its successors and assigns, jointly, severally, and firmly by these presents.

Sealed with our seal, and dated this 30th day of May, 1957.

The condition of the above obligation is such, that, whereas, the above bound First National Bank of Mobile, Mobile, Alabama, has commenced suit in the Circuit Court of Baldwin County, by summons and complaint returnable to the next term of said Court, to recover of said G.W. White, individually, and d/b/a G.W. White Construction Company the sum of \$600.00 plus attorney's fee of \$120.00, and has, on the day of the date hereof, prayed that writ of garnishment issue to Harbert Construction Company, a corporation, to answer on oath whether at the time of the service of the said writ of garnishment or at the time of the making of its answer it has in its possession, or under its control any money or effects belonging to the defendant G.W. White, individually and d/b/a G.W. White Construction Company, and whether it is indebted to said defendant, or is liable to said defendant on any contract for the payment of money or the delivery of personal property, and said plaintiff having made affidavit as required by law in such cases and in entering into this bond, has obtained the same, returnable to the next term of the Circuit Court of Baldwin County, Alabama.

Now, if said plaintiff shall prosecute the garnishment to effect, and pay the defendant all costs and damages as he may sustain by reason of the wrongful or vexatious suing out of this garnishment, then this obligation to be void, otherwise to remain in full force and effect.

ATTEST:

FIRST NATIONAL BANK OF MOBILE,
ALABAMA

BY:

A.E. Reynolds, Vice-President

AFFIX SEAL:

Taken and approved this _____ day of _____, 1957.

Clerk

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

June 4, 1957

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

Please hold the garnishment in First National Bank
of Mobile vs. G.W. White until Monday, June 10, 1957.

I believe the debt will be paid by then. If I do
not advise, however, please proceed on that date.

Thank you.

Sincerely,

James A. Brice

JAMES A. BRICE

JAB:ss

BOND

STATE OF ALABAMA)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, the First National Bank of Mobile, Mobile, Alabama, is held and firmly bound unto G.W. White, individually and d/b/a G.W. White Construction Company in the sum of One Thousand Four Hundred Forty & NO/100 (\$1440.00) Dollars to be paid to the said G.W. White, his heirs, executors, administrators or assigns; for which payment, well and truly to be made, the undersigned binds itself, and its successors and assigns, jointly, severally, and firmly by these presents.

Sealed with our seal, and dated this 30th day of May, 1957.

The condition of the above obligation is such, that, whereas, the above bound First National Bank of Mobile, Mobile, Alabama, has commenced suit in the Circuit Court of Baldwin County, by summons and complaint returnable to the next term of said Court, to recover of said G.W. White, individually, and d/b/a G.W. White Construction Company the sum of \$600.00 plus attorney's fee of \$120.00, and has, on the day of the date hereof, prayed that writ of garnishment issue to Harbert Construction Company, a corporation, to answer on oath whether at the time of the service of the said writ of garnishment or at the time of the making of its answer it has in its possession, or under its control any money or effects belonging to the defendant G.W. White, individually and d/b/a G.W. White Construction Company, and whether it is indebted to said defendant, or is liable to said defendant on any contract for the payment of money or the delivery of personal property, and said plaintiff having made affidavit as required by law in such cases and in entering into this bond, has obtained the same, returnable to the next term of the Circuit Court of Baldwin County, Alabama.

Now, if said plaintiff shall prosecute the garnishment to effect, and pay the defendant all costs and damages as he may sustain by reason of the wrongful or vexatious suing out of this garnishment, then this obligation to be void, otherwise to remain in full force and effect.

ATTEST:

FIRST NATIONAL BANK OF MOBILE,
ALABAMA

A. Damm
Vice Pres,

BY:

A.E. Reynolds
A.E. Reynolds, Vice-President

AFFIX SEAL: WERE THE ABOVE BOND PRESENTED TO ME AS CLERK OF
THIS COURT I HEREBY CERTIFY THAT I WOULD APPROVE SAME.
Taken and approved this 4th day of June, 1957.

J. M. Mauderle
Clerk, Circuit Court,
Mobile County, Alabama.

Approved
6-10-57

W. J. Duck
Clerk

STATE OF ALABAMA)
BALDWIN COUNTY)

To Any Sheriff of the State of Alabama-GREETING:

Whereas, First National Bank of Mobile, Alabama, plaintiff, has commenced suit by summons and complaint returnable to the next term of the Circuit Court of Baldwin County, Alabama, for said County, against G.W. White, individually and d/b/a G.W. White Construction Company, for the sum of \$600.00 and attorney's fee of \$120.00; and whereas A.E. Reynolds, a duly authorized officer of said plaintiff corporation, has made affidavit, as required by law, that the said defendant is indebted to the plaintiff in the sum of \$600.00 plus attorney's fee of \$120.00; that Harbert Construction Company, a corporation, supposed to be indebted to said defendant, or has effects of said defendant in its possession or under its control, and that he believes that said process of garnishment against the said G.W. White is necessary to obtain satisfaction of said claim, and has given bond as required by law.

These are therefore to command you, that you summon the said Harbert Construction Company, a corporation, to be and appear at the present term of the Circuit Court of Baldwin County, within thirty days from the service of this writ, then and there to answer on oath, whether at the time of the service of this writ of garnishment, or at the time of making its answer, it has in its possession or under its control, any money or effects belonging to the defendant; and whether it is indebted to said defendant or is liable to him 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 my hand and seal of office, Alice J. Duck,
Clerk of said Court at office this 10 day of June,
1957.

Alice J. Duck
Circuit Clerk

STATE OF ALABAMA)
BALDWIN COUNTY)

To Any Sheriff of the State of Alabama-GREETING:

Whereas, First National Bank of Mobile, Alabama, plaintiff, has commenced suit by summons and complaint returnable to the next term of the Circuit Court of Baldwin County, Alabama, for said County, against G.W. White, individually and d/b/a G.W. White Construction Company, for the sum of \$600.00 and attorney's fee of \$120.00; and whereas A.E. Reynolds, a duly authorized officer of said plaintiff corporation, has made affidavit, as required by law, that the said defendant is indebted to the plaintiff in the sum of \$600.00 plus attorney's fee of \$120.00; that Harbert Construction Company, a corporation, supposed to be indebted to said defendant, or has effects of said defendant in its possession or under its control, and that he believes that said process of garnishment against the said G.W. White is necessary to obtain satisfaction of said claim, and has given bond as required by law.

These are therefore to command you, that you summon the said Harbert Construction Company, a corporation, to be and appear at the present term of the Circuit Court of Baldwin County, within thirty days from the service of this writ, then and there to answer on oath, whether at the time of the service of this writ of garnishment, or at the time of making its answer, it has in its possession or under its control, any money or effects belonging to the defendant; and whether it is indebted to said defendant or is liable to him 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 my hand and seal of office, Alice J. Duck,
Clerk of said Court at office this 10 day of June
1957.

Alice J. Duck
Circuit Clerk