

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Esau Stevens 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 the same, then and there to answer the complaint of George P. Woolf.

WITNESS my hand, this 18th day of May, 1966.

Glenn D. Duck
Clerk

GEORGE P. WOOLF,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
Vs.	X	BALDWIN COUNTY, ALABAMA
ESAU STEVENS,	X	AT LAW
Defendant.	X	6964

1.

The Plaintiff claims of the Defendant TWO HUNDRED (\$200.00) DOLLARS, together with interest thereon at the rate of 7% per annum, due by promissory note, made by him on the 15th day of February, 1965. By the provisions of the said note, payment was due on demand; providing further that upon the failure to pay this, the entire note became due and payable. That said payments werenot paid when due and has not been paid to date.

Plaintiff further avers that by the terms of said note, the Defendant Agreed to pay a reasonable attorneys' fee for the collection of this note and your Petitioner avers that \$50.00 is a reasonable attorneys' fee for collection of the same.

FILED

MAY 18 1966

ALICE I. DICK, CLERK
REGISTER

EX-5-25-66

WILTERS & BRANTLEY

BY:

Stephen M. Brantley
Attorney for the Plaintiff

Case No. 6964

George P. Wolf
Plf.

vs.

Esau Stevens
Def.

Received 18 day of May 1966
from 25 day of May 1966
Received a copy of the within
(Esau Stevens)

service on

TAYLOR WILKINS, Sheriff

By W. A. Talbot, D. S.

Stockton

Sheriff claims 22 miles at

Ten Cents per mile Total \$2.20

TAYLOR WILKINS, Sheriff

By W. A. Talbot
DEPUTY SHERIFF

CLERK
REGISTER

Walters & Brantley

STATE OF ALABAMA, BALDWIN COUNTY

Prin. 200.00

Int. S.

Ins.-Rec. Fee

POST OFFICE Bay Minette, Alabama

BAY MINETTE, ALABAMA February 15, 1965

XXXXXX On demand XXX I/we promise to pay to XXXXXXXXXX

George P. Woolf, Stockton, Alabama

-----Two hundred and 00/100-----

for value received, with interest thereon at the rate of 7 percent per annum until maturity. Should this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 9 percent per annum until paid. DOLLARS.

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.

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

Upon maturity, and non-payment of this 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 for 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 15 day of February, 1965.

W. E. S. S. S. (L. S.)

(L. S.)

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 ~~September~~ Term, 19...66.. of the Circuit Court of Baldwin County, to-wit: On the 23rd day of September, 19...66.., being a regular day of said term, George P. Woolf

recovered judgment against Esau Stevens

for the sum of Two Hundred and fifty-six and no/100 Dollars, and cost of suit, and affidavit having been made by Tolbert M. Brantley 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 McMillan Veneer Manufacturing Company

Stockton, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant..... or that they are ~~is~~ or ~~are~~ 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 McMillan Veneer Manufacturing Company

Stockton, Alabama

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 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 making.....~~of~~ answer, or at any time intervening the time of serving the garnishment, and making the answer..... was indebted to said defendant and whether they will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing they ~~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 they have ~~is~~ not in their possession or under their control money or effects belonging to the defendant, Esau Stevens.

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

Witness, ALICE J. DUCK, Clerk of said Court, this 22nd day of Oct, A. D., 1966.

Issued.....day ofA. D., 19.....

ATTEST:

Alice J. Duck, Clerk.

FILED
OCT 27 1968
ALICE J. DUCK, CLERK
REGISTER

CIRCUIT COURT, BALDWIN COUNTY

No. _____

GEORGE P. WOOLF

Plaintiff

VS.

} GARNISHMENT ON JUDGMENT

ESAU STEVENS

Defendant

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

Attorney