

JOHN P. BEEBE
ATTORNEY AT LAW
ROBERTSDALE, ALABAMA

July 12th, 1966.

Mrs. Alice J. Duck, Clerk,
Circuit Court, Baldwin County,
Bay Minette Alabama.

Dear Mrs. Duck:

I enclose original and one copy each of two suits to be filed in the Circuit Court, Baldwin County, by First National Bank of Fairhope, against Floyd Milstid, Jr., and Wayne V. Middleton.

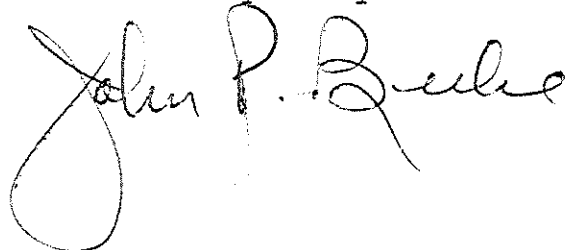
Floyd Milstid, Jr., lives at Rabun Route, Bay Minette. The Bank has no other address of this Defendant.

Wayne V. Middleton, works at Standard Furniture Company, Bay Minette, Alabama. He also gives as his address Route 1, Box 225A, Loxley, Alabama.

Please file both suits and have the Sheriff to serve the Defendants.

Thanking you, I am

Yours very truly,

A handwritten signature in cursive script, reading "John P. Beebe". The signature is written in dark ink and is positioned below the typed name "John P. Beebe".

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are commanded to summon WAYNE V. MIDDLETON, 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 FIRST NATIONAL BANK OF FAIRHOPE, A National Banking Association.

Witness my hand, this the 13 day of July, 1966.

Alice L. Newell
Clerk

FIRST NATIONAL BANK OF FAIRHOPE,
A National Banking Association,

Plaintiff,

vs

WAYNE V. MIDDLETON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

No. _____

The Plaintiff claims of the Defendant the sum of THREE HUNDRED THIRTY SIX & No/100 (\$336.00) DOLLARS, due by promissory note made by him on the 21st day of December, 1965, and payable in twelve (12) monthly installments each in the sum of TWENTY EIGHT & No/100 (\$28.00) DOLLARS, beginning January 15th, 1966, with a like amount on the same date of each succeeding month thereafter, is still unpaid.

Plaintiff avers that the Defendant is entitled to a credit on said note in the amount of TWENTY EIGHT & No/100 (\$28.00) DOLLARS.

The Defendant by said note waives as to this debt all rights of exemption under the Constitution and laws of the State of Alabama, or any other state, and the Plaintiff claims the benefit of said waiver.

Plaintiff further avers that as a part of the consideration for said note, and which said note provides that the Defendant would pay all costs of collecting said note, including a reasonable attorney's fee, and the Plaintiff claims of the Defendant the further and additional sum of SEVENTY FIVE (\$75.00) DOLLARS, as a reasonable attorney's fee in the premises.

FILED

JUL 18 1966

67-7-15-66

19

John P. Beale
Attorney for Plaintiff

70.7056

First National Bank
of Fairhope.

05

Wayne V. Middleton

(Standard Furniture
Factory)

Received 13 day of July 1966
and on 15 day of July 1966
I served a copy of the within
on Wayne V. Middleton

By service on

TAYLOR WILKINS, Sheriff
by W. A. Albert
on 1

FILED
JUL 18 1966
AUG 1 1966
REGISTER

John P. Beebe
att'y

FIRST NATIONAL BANK OF FAIRHOPE,
A National Banking Association

PLAINTIFF

VS

WAYNE V. MIDDLETON

DEFENDANT

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IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: _____

.....

DEMURRER

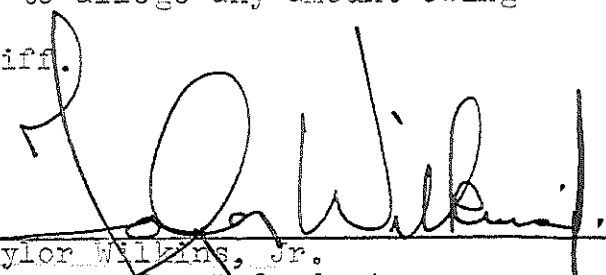
Comes now the Defendant in the above styled cause and demurs to the Plaintiff's complaint on the following grounds:

I

For ought that appears from the Plaintiff's complaint he has failed to state a cause of action in that there has been no breach of any duty, obligation or promise by the Defendant alleged in the complaint.

II

The Plaintiff has failed to allege any amount owing from the Defendant to the Plaintiff.


Taylor Wilkins, Jr.
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 19 day of July, 1966, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States Mail, properly addressed, with first class postage prepaid.


FILED

JUL 19 1966

ALICE L. BROWN, CLERK
REGISTER

7058

FILED

JUL 19 1966

ALICE L. DICK, CLERK
RECEIVED

FIRST NATIONAL BANK OF FAIRHOPE,)	IN THE CIRCUIT COURT OF
A National Banking Association,)	
)	
Plaintiff,)	BALDWIN COUNTY, ALABAMA
)	
vs)	
)	AT LAW
)	
WAYNE V. MIDDLETON,)	
)	
Defendant.)	

Comes now the Plaintiff in the above styled cause, and by consent of the Court had and obtained, amends the complaint heretofore filed, so that the same now reads as follows:

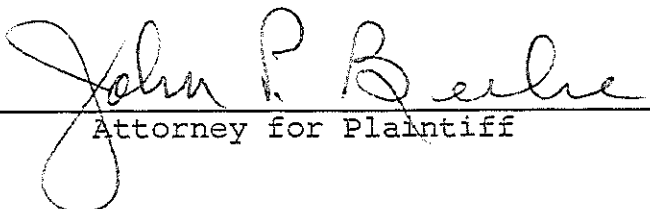
"The Plaintiff claims of the Defendant the sum of THREE HUNDRED THIRTY SIX & No/100 (\$336.00) DOLLARS, due by promissory note made by him on the 21st day of December, 1965, and payable in twelve (12) monthly installments each in the sum of TWENTY EIGHT & No/100 (\$28.00) DOLLARS, beginning with January 15th, 1966, and a like amount on the same date of each succeeding month thereafter, which said note provides in the event of default in the payment of any installment of principal or interest, the Plaintiff shall have the right at its election and without notice to the Defendant to declare the entire indebtedness evidenced by said note immediately due and payable, which said note is still unpaid.

Plaintiff avers that the Defendant is entitled to a credit on said note in the amount of TWENTY EIGHT & No/100 (\$28.00) DOLLARS.

The Defendant by said note waived as to this debt all rights of exemption under the Constitution and Laws of the State of Alabama, or any other State, and the Plaintiff claims the benefit of said waiver.

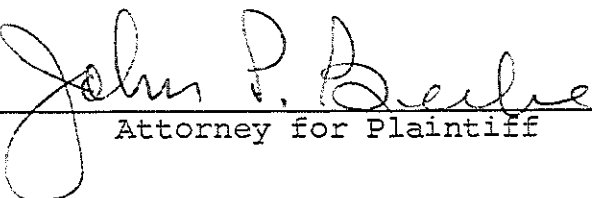
Plaintiff further avers that as a part of the consideration for said note, and which said note provides, that the Defendant would pay all costs of collecting said note, including a reasonable attorney's fee, and the Plaintiff claims of the Defendant the further and

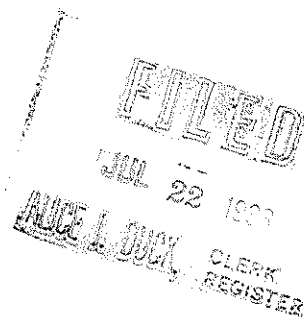
additional sum of SEVENTY FIVE (\$75.00) DOLLARS, as a reasonable attorney's fee in the premises."


Attorney for Plaintiff

I, THE UNDERSIGNED, John P. Beebe, do hereby certify that I have on this the 22nd day of July, 1966, forwarded a true and exact copy of the foregoing amended complaint to Mr. Taylor Wilkins, Jr., Bay Minette, Alabama, attorney of record for the Defendant, by mailing the same in the United States Post Office, properly addressed, with the postage paid thereon.

DONE this the 22nd day of July, 1966.


Attorney for Plaintiff



STATE OF ALABAMA

Baldwin County

TO Wayne V. Middleton Defendant.....:

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

First National Bank of Fairhope, a National Banking Plaintiff.....
Association,
versus Wayne V. Middleton Defendant.....

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which
Standard Furniture Manufacturing Company, Inc.,

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 5th
.....day of October, 1966

Alice J. Duck
Clerk of the Circuit Court.

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO

.....
.....
.....
.....
Plaintiff....

VS.

.....
.....
.....
.....
Defendant....

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 20th day of September, 1966, being a regular day of
said term, First National Bank of Fairhope, A National Banking
Association,
recovered judgment against Wayne V. Middleton

for the sum of THREE HUNDRED FIFTY EIGHT (\$358.00) - - -Dollars, and cost of suit,
and affidavit having been made by John P. Beebe, Attorney of Record for Plaintiff,
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, INC., Bay
Minette, Alabama,

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant Wayne V. Middleton that it is, or
Wayne V. Middleton him
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, Inc.,

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 time making its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer it was.....indebted to said defendant
Wayne V. Middleton and whether it will not be indebted in future to said defendant
Wayne V. Middleton 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 Wayne V. Middleton

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

Witness, ALICE J. DUCK, Clerk of said Court, this 5th day of October, A. D., 1966.

Issued.....day of.....A. D., 19.....

ATTEST:

Alice J. Duck, Clerk.

Ex: 10-7-66

Circuit Court, Baldwin County

No. 2058 1/2

First National Bank
of Fairhope

VS. } Garnishment On Judgment
Wayne V. Middleton.

Standard Furniture
Mfg. Co.

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

John P. Beebe
Attorney

received 6 day of Oct. 66

id on 7 day of Oct 66

served a copy of the writ

Standard Furniture

service on Mrs. Jaye

TAYLOR WILKINS, Sheriff

By W. A. Felbert


on 1

7058 1/2

STATE OF ALABAMA

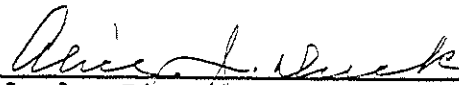
BALDWIN COUNTY

BEFORE ME, Alice J. Duck, Clerk of the Circuit Court, Baldwin County, Alabama, personally appeared John P. Beebe, attorney of record for The First National Bank of Fairhope, a National Banking Association, who, being duly sworn, deposes and says: That the said The First National Bank of Fairhope, a National Banking Association, on the 20th day of September, 1966, recovered a judgment against Wayne V. Middleton, before the Circuit Court, Baldwin County, Alabama, for the sum of THREE HUNDRED FIFTY EIGHT & No/100 (\$358.00) DOLLARS, and for the further sum of SIXTEEN & 50/100 (\$16.50) DOLLARS, cost of suit; and that he believes that process of garnishment against STANDARD FURNITURE MANUFACTURING COMPANY, Incorporated, Bay Minette, Alabama, is necessary to obtain satisfaction of said judgment, and that said Standard Furniture Manufacturing Company, Inc., is supposed to be indebted to the Defendant, Wayne V. Middleton, or have effects of the said defendant in its possession or control.



Attorney for Plaintiff, The
First National Bank of Fairhope.

Sworn to and subscribed before me on this the 5th day of October, 1966.



Clerk, Circuit Court, Baldwin
County, Alabama.

FILED

OCT 5 1966

ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA

Baldwin County

TO Wayne V. Middleton Defendant.....:

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

..... First National Bank of Fairhope, a National Banking Plaintiff.....
Association,

versus Wayne V. Middleton Defendant.....,

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

..... Standard Furniture Manufacturing Company, Inc.,
.....

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 5th
.....day ofOctober....., 1966.......... Alice J. Luck
Clerk of the Circuit Court.

N. F.

Received 6 day of Oct. 1966
and on _____ day of _____ 19____
I served a copy of the within Notice
on Wayne V. Middleton
by service on _____

TAYLOR WILKINS, Sheriff

By _____

Returned 7 day of Oct 1966
Not found in my county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff

By W A Talbert
Deputy Sheriff

7058 1/2
NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Wayne V Middleton

First National Bank
of Hope Plaintiff.....

VS.

Wayne Middleton

FILED

OCT 5 1966

ALICE I. DUCK, CLERK Defendant.....
REGISTER

John P. Beebe

Standard Furniture Mfg. Co., Inc.

Phone 937-2451 — Area Code 205



Bay Minette, Ala. 36507

P. O. Box 820

October 10, 1966

This is to certify that Wayne Middleton is no longer employed by this company. We are in no way indebted to him as he left our employ September 7, 1966.

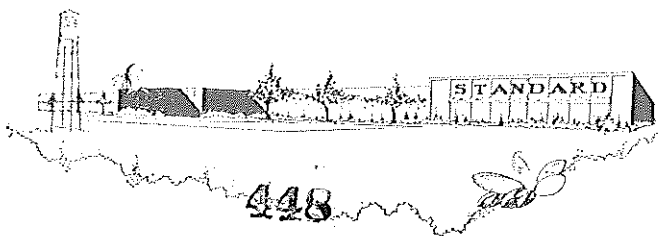
STANDARD FURNITURE MFG. CO., Inc.

By Thelma H. Jays
Bookkeeper

FILED

OCT 11 66

ALICE L. DUCK, CLERK
REGISTERED



INVOICE

NO.

J

DATE: 11 AUGUST 1967

To: MR FOREST A. CHRISTIAN

J. A. ERTZINGER & SON*Established 1909***Abstracts of Title - Title Insurance***Agents for Lawyers Title Insurance Co.*

Bay Minette, Alabama 36507

Phone 937-7808

DATE	REAL ESTATE	RECORDING FEES	TITLE INSURANCE	ABSTRACT FEE
11 AUG 67	CERTIFIED COPIES IN NE/NW SEC 32-6-3	Net		\$16.00
OWNER				
<input type="checkbox"/> TITLE INSURANCE BINDER <input type="checkbox"/> ABSTRACT DELIVERED TO:			\$16.00	
REMARKS:				
			TOTAL	

BAY MINETTE, ALA.,

May 22 1967

Hon. F. G. Christman

IN ACCOUNT WITH
ALICE J. DUCK
CLERK OF CIRCUIT COURT

FOR

1 certified copy decree

\$3⁵⁰