

STATE OF ALABAMA

Baldwin County

TO J. M. McGILL Defendant.....
Anniston, Alabama

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..
FIRST NATIONAL BANK OF BAY MINETTE, a National Banking
Association..... Plaintiff.....

versus J. M. McGILL Defendant.....

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

GIBSON APPLIANCE COMPANY, ANNISTON, ALABAMA
.....

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 3rd day

.....day of March....., 19..67..

Alice J. Luck
.....
Clerk of the Circuit Court.

44-4-6-67

RECEIVED

MAR 31 1967

TAYLOR WILKINS
SHERIFF

EXECUTED THIS THE 6 DAY OF
April 1967
BY HANDING A COPY OF THE WITHIN
TO J. M. Mc Gill

ROY C. SNEAD, Sheriff
CALHOUN COUNTY, ALABAMA

By [Signature] D. S.

Sheriff claims 12 miles at

Ten Cents per mile Total \$ 1.20

ROY C. SNEAD, Sheriff

By [Signature]
Deputy Sheriff

7166 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

J. M. Mc Gill

First Nat'l Bk. of
Bay Minette Plaintiff....

VS.

J. M. Mc Gill

Defendant....

Walter J. Ladd

THE STATE OF ALABAMA,
BALDWIN COUNTY

7166 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 13th day of October
19 66, First National Bank of Bay Minette, a-National Banking Association,
recovered a judgment against J. M. McGill

_____ for the sum of
EIGHT HUNDRED FIFTY SIX AND NO/100 _____ Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
GIBSON APPLIANCE COMPANY

ANNISTON, ALABAMA
supposed to be indebted to or have effects of the said J. M. McGill
in its possession, or under its control, and that he believes process of
Garnishment against said J. M. McGill
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 31st
day of March A. D. 19 67
Alice J. Duck
Clerk.

Walter S. Patton

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 13th day of October, 1966, being a regular day of said term, FIRST NATIONAL BANK OF BAY MINETTE, a National Banking Association,

recovered judgment against J. M. McGill

for the sum of EIGHT HUNDRED FIFTY SIX 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:

GIBSON APPLIANCE COMPANY

ANNISTON, ALABAMA

has or is believed to have in its possession, or under its control money or effects belonging to said defendant J. M. McGill or that it is, or is believed to be indebted to said defendant J. M. McGill 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

GIBSON APPLIANCE COMPANY

ANNISTON, ALABAMA

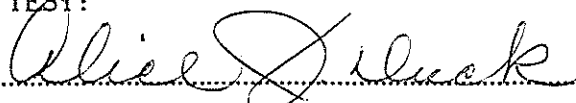
to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within thirty days from the date of service hereof, then and there within the three first days of the term, to answer on oath, whether at the time of the service of the garnishment, or at the making its answer, or at any time intervening the time of serving the garnishment, and making the answer it was indebted to said defendant J. M. McGill and whether it will not be indebted in future to said defendant J. M. McGill 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 J. M. McGill

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

Witness, ALICE J. DUCK, Clerk of said Court, this 31st day of March, A. D., 1967.

Issued 31st day of March, A. D., 1967.

ATTEST:

 Clerk.

RECEIVED

MAR 31 1967

TAYLOR WILKINS
SHERIFF

NOT FOUND IN CALHOUN COUNTY
THIS THE 7 DAY OF April 1967
ROY C. SNEAD, Sheriff
CALHOUN COUNTY, ALABAMA
By *[Signature]* D. S.

Carl J. Booth
EXECUTED THIS THE 6 DAY OF April 1967
BY HANDING A COPY OF THE WITHIN
TO *[Signature]*
Carl J. Booth

ROY C. SNEAD, Sheriff
CALHOUN COUNTY, ALABAMA
By *[Signature]* D. S.

Sheriff claims 12 miles at
Ten Cents per mile Total \$ 1.20
ROY C. SNEAD, Sheriff
By *[Signature]* Deputy Sheriff

CIRCUIT COURT, BALDWIN COUNTY

No. 7166 1/2

*First National
Bank of Bay Minette*

VS. } GARNISHMENT ON JUDGMENT

J. M. McGill

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

Walter J. Patton
Attorney

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

J. CONNOR OWENS, JR.

ATTORNEY AT LAW

DAHLBERG BUILDING

P. O. BOX 729

BAY MINETTE, ALABAMA

WALTER S. PATTON, ASSOCIATE

TELEPHONE NO. 937-4661

April 10, 1967

Judgt. 856.2
Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Alabama

Subject: First National Bank of Bay Minette
vs. J. M. McGill, Case No. 7166-1/2

Dear Mrs. Duck:

This is with reference to the above styled matter and to advise you that J. M. McGill has been in my office today concerning the process of garnishment against his employer, Gibson Products Company. Mr. McGill is presently indebted to the First National Bank of Bay Minette, upon a note endorsed by Still Motor Company in the amount of \$148.50, said sum being payable in installments of \$40.00 per month. The next payment is due on this note on April 25, 1967.

This is to advise you that Mr. McGill has agreed to pay to you the sum of \$10.00 per month during the time of his current indebtedness, which will be paid out on July 27, 1967, and beginning August, 1967, he will make payments directly to you in the sum of \$40.00 per month to apply on this judgment, until the same has been paid in full. All sums under the judgment will be paid directly to you by Mr. McGill.

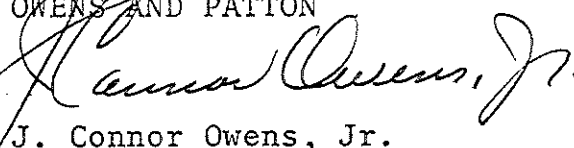
Accordingly, the garnishment heretofore instituted against Mr. McGill will be dismissed and his present employer, Gibson Products Company will not be required to answer the same and in the event that Mr. McGill fails to live up to his obligation under this agreement, we will re-institute garnishment at a later date.

Please forward to me a cost bill in this matter.

Thank you for your aid and consideration in this matter.

Sincerely yours,

OWENS AND PATTON


J. Connor Owens, Jr.

JCO:am

FIRST NATIONAL BANK OF BAY MINETTE,)	
A National Banking Association,)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
J. M. MCGILL,)	
Defendant,)	LAW SIDE. NO. 7166 $\frac{1}{2}$

ORDER:

It appearing to the Court that substantial sums have been paid in partial satisfaction of the judgment, the same is condemned and the Clerk of the Court is hereby directed to pay to the Plaintiff in this cause, such sums as have been accumulated, after the deduction of the costs of court, on garnishment.

DATED this 14th day of June, 1968.

John J. Madala
Circuit Judge.

FILED

JUN 14 1968

ALICE J. DUCK CLERK
REGISTER