

MOBILE, ALA., Nov 23 1965

58 Days AFTER DATE, WITHOUT GRACE 2 PROMISE TO
 PAY TO THE ORDER OF W H Middleton THE MERCHANTS NATIONAL BANK OF MOBILE, MOBILE, ALA.

Three Hundred and 00 DOLLARS

For Value Received. Payable at THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Ala.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the property hereinafter described.

Full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time, or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said collateral security discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the collateral security hereby pledged, or that may hereafter be pledged for the payment of this note or if from any cause whatever said collateral security pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time, as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sale shall be applied: First, to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted; Second, to the payment of the principal debt hereby evidenced and the interest thereon; Third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

The parties to this instrument further agree that if at time of payment of this note there is any other liability or liabilities owing Payee by the undersigned which is secured by the collateral herein described, that then said Payee shall not be required to surrender possession of this note but can retain same to evidence the contract of the undersigned that the collateral herein described is security for such other liability or liabilities of the undersigned to said Payee.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, severally agree: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, 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.

The collateral security hereinabove referred to is described as follows:

2 tenths of a Milk Route Purchase
from Mr W H Middleton in July
1964

\$ 300.00

FILED

APR 25 1966

(SEAL)

(SEAL)

DUE Jan 20, 1966
 FORM 227-A

928-2776

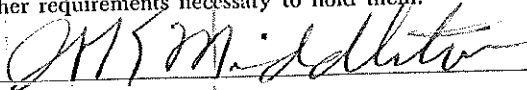
Norman J. Carries

Pris Park Dr.
Fairhope, Ala

CLERK
 REGISTER

In consideration of One Dollar paid to the undersigned, and of the making at the request of the undersigned, of the loan evidenced by the within note, the undersigned hereby jointly and severally guarantee to the legal holder of this note, his or its heirs, executors, administrators, successors, endorsers or assigns, the punctual payment, at maturity, of the said loan, and hereby assent to all the terms and conditions of the said note, and consent that the securities for the said loan may be exchanged or surrendered from time to time, or the time of payment of the said loan extended, without notice to or further assent from the undersigned, who will remain bound upon this guarantee, notwithstanding such changes, surrender or extension.

The undersigned endorsers each for himself hereby severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, 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.



(SEAL)

(SEAL)

MOBILE, ALA.,

Nov 22 1965

119 Days AFTER DATE, WITHOUT GRACE W. F. Middleton PROMISE TO
PAY TO THE ORDER OF THE W. F. Middleton ~~MERCHANTS NATIONAL BANK OF MOBILE, MOBILE, ALA.~~

Three Hundred 700 DOLLARS

For Value Received. Payable at THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Ala.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the property hereinafter described.

Full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time, or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said collateral security discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the collateral security hereby pledged, or that may hereafter be pledged for the payment of this note or if from any cause whatever said collateral security pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time, as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sale shall be applied: First, to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted; Second, to the payment of the principal debt hereby evidenced and the interest thereon; Third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

The parties to this instrument further agree that if at time of payment of this note there is any other liability or liabilities owing Payee by the undersigned which is secured by the collateral herein described, that then said Payee shall not be required to surrender possession of this note but can retain same to evidence the contract of the undersigned that the collateral herein described is security for such other liability or liabilities of the undersigned to said Payee.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, severally agree: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, 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.

The collateral security hereinabove referred to is described as follows:

2 Tenth of a Milk Quota Purchase
from W. F. Middleton in July 1964

\$300.00

FILED
APR 25 1966

(SEAL)

(SEAL)

FORM 227-A

March 22, 1966

928-2776

W. F. Middleton
River Park Mobile, Ala.

In consideration of One Dollar paid to the undersigned, and of the making at the request of the undersigned, of the loan evidenced by the within note, the undersigned hereby jointly and severally guarantee to the legal holder of this note, his or its heirs, executors, administrators, successors, endorsers or assigns, the punctual payment, at maturity, of the said loan, and hereby assent to all the terms and conditions of the said note, and consent that the securities for the said loan may be exchanged or surrendered from time to time, or the time of payment of the said loan extended, without notice to or further assent from the undersigned, who will remain bound upon this guarantee, notwithstanding such changes, surrender or extension.

The undersigned endorsers each for himself hereby severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, 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.

W. F. Middleton

(SEAL)

(SEAL)

STATE OF ALABAMA

IN THE CIRCUIT COURT - AT LAW

BALDWIN COUNTY

TO: ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Norman J. Currier 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 W. K. Middleton.

Witness my hand this 21st day of March, 1967.

Alice J. Luck
Clerk.

W. K. MIDDLETON,

X

Plaintiff,

X

vs.

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

X

AT LAW

NORMAN J. CURRIER,

X

7421

Defendant.

X

COUNT ONE:

The Plaintiff claims of the Defendant Three Hundred Dollars (\$300.00) due by promissory note made by him on the 23rd day of November, 1965 and payable on the 20th day of January, 1966, with interest thereon, which sum of money is still unpaid.

The Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, including a reasonable attorney's fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendant the further and additional sum of Eighty Dollars (\$80.00)

as such reasonable attorney's fee.

The Plaintiff further avers that in, by and as a part of said note the Defendant waives as to this debt all rights to exemption under the Constitution and laws of Alabama and the Plaintiff claims the benefit of such waiver.

COUNT TWO:

The Plaintiff claims of the Defendant Three Hundred Dollars (\$300.00) due by promissory note made by him on the 23rd day of November, 1965 and payable on the 22nd day of March, 1966, with interest thereon, which sum of money is still unpaid.

The Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, including a reasonable attorney's fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendant the further and additional sum of Eighty Dollars (\$80.00) as such reasonable attorney's fee.

The Plaintiff further avers that in, by and as a part of said note the Defendant waives as to this debt all rights to exemption under the Constitution and laws of Alabama and the Plaintiff claims the benefit of such waiver.

CHASON, STONE & CHASON

FILED

MAR 21 1967

ALB. I. HALL, CLERK
RECEIVED

By:

John Earle Chason
Attorneys for Plaintiff

THE STATE OF ALABAMA
Baldwin County

Circuit Court

7421 1/2

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

who being duly sworn, on oath says, that a regular Term

of the Circuit Court of Baldwin County, to-wit: on the 25th day of April

19 67, W. K. Middleton

recovered a judgment against Norman J. Currier

for the sum of

Seven Hundred Sixty Four Dollars (\$764.00) Dollars

~~XXXXXXXXXXXX~~ besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that Barber's
Pure Milk, Inc., a corporation,

supposed to be indebted to or have effects of the said Norman J. Currier

in it's possession, or under it's Control, and that he believes process of

Garnishment against said Barber's Pure Milk, Inc., a corporation.

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 11

day of Aug A. D. 19 67

Alice J. Duck
Clerk.

John Earle Chason

NO.

Circuit Court

VS.

AFFIDAVIT GARNISHMENT ON JUDGMENT

Filed this day of

....., 19.....

.....
Clerk.

MOORE PRINTING CO. - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

TO NORMAN J. CURRIER....., Defendant.....:

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

W. K. Middleton....., Plaintiff.....,versus Norman J. Currier....., Defendant.....,now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Barber's.....Pure Milk, Inc., a corporation,.....

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 11th..........day of August....., 1967..

EX-9-1-67

Alvin D. Luck.....
Clerk of the Circuit Court.

RECEIVED

AUG 1 11 1967

TAYLOR WILKINS
SHERIFF

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

by Roy Randall
DEPUTY SHERIFF

Norman J. Carrier

F. Hays

Sept 1. 67

Roy Randall D.S.
Taylor Wilkins Sheriff

RETURNED 8-18-67
Not found in my County after all-

gent search and inquiry.
RAY D. BRIDGES, Sheriff

By J. Thomas D. S.

4314

Thomas 7421 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Norman J. Carrier

W. H. Middleton

Plaintiff.....

VS.

Norman J. Carrier

Defendant.....

John Paul Chase

RELEASE OF GARNISHMENT

CIRCUIT

Court of BALDWIN

County, Alabama

RE: W. K. MIDDLETON

vs.

Plaintiff.

NORMAN J. CURRIER

Defendant.

To: BARBER'S PURE MILK

GARNISHEE

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 12th day of September, 19 67

687

Alice J. Duck CLERK.

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 25th day of April, 1967, being a regular day of said term, W. K. Middleton

recovered judgment against Norman J. Currier

for the sum of Seven Hundred Sixty Four Dollars Dollars ~~xxxxxx~~

and affidavit having been made by John Earle Chason

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

Barber's Pure Milk, Inc., a corporation

has or is believed to have in it's possession, or under it's control money or effects belonging to said defendant..... or that it 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 Barber's Pure Milk, Inc., a corporation,

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, ~~xxxxxx~~ within thirty days from service hereof then and there ~~xxxxxx~~ xxxxxx to answer on oath, whether at the time of the service of the garnishment, or at the making it's answer, or at any time intervening the time of serving the garnishment, and making the answer it was or is indebted to said defendant and whether it will not be indebted in future to said defendant 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 it's possession or under it's control money or effects belonging to the defendant Norman J. Currier

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

Witness, ALICE J. DUCK, Clerk of said Court, this 11 day of Aug A. D., 1967

Issued 11 day of Aug A. D., 1967

ATTEST:

EX-8-18-67

686 Alice J. Duck Clerk.

RECEIVED

AUG 1 11 1967

TAYLOR WILKINS
SHERIFF

4314

CIRCUIT COURT, BALDWIN COUNTY

W No. 7421 1/2

W. K. Middleton

VS.

GARNISHMENT ON JUDGMENT

NT
Norman J. Carrier

1st/2nd Marshall Offinger
Barbers Pure Milk
Maffat Rd. Garnishee
Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

John Earl Chason
Attorney

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

1967 SHERIFF DEPT.
BAY MINETTE, ALA.

AUG 14 10 33 AM '67

BY

Received 17
and of 18

Barbers Pure Milk, Inc. - a corp

hand.

Aug 17 1967

officer

Norman