

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

Bay Minette, Ala.

DATE

DATE September 25, 1967

Re: R. C. Macon dba Fairhope Finance

vs. Edgar F. Sullivan. Civil No. 7498

Dear Mrs. Duck:

Please find enclosed original note sued
on in captioned case. I would appreciate
it if you would have the Judge issue a
Judgment by default in the amount of
\$264.00 as principal and \$28.92 interest.

Sincerely,

John V. Duck
(24)

SIGNED

SIGNED

JOHN V. DUCK
~~DUCK & LACEY~~
Attorneys at Law

P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

Bay Minette, Ala.

DATE

7498

DATE April 28, 1967

Re: R.C. Macon ind. & dba Fairhope Finance

vs. Edgar F. Sullivan

Dear Mrs. Duck:

Enclosed please find Bill of Complaint to
be filed together with copy of same and
Summons to be served.

Sincerely,

John V. Duck
JVD

SIGNED

SIGNED

R. C. MACON, individually and)
doing business as FAIRHOPE)
FINANCE COMPANY,)

Plaintiff,)

vs.)

EDGAR F. SULLIVAN,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

7498

COUNT ONE

Plaintiff claims of the Defendant the sum of TWO HUNDRED SIXTY-FOUR (\$264.00) DOLLARS due from him by promissory note made on, to-wit: the 26th day of March, 1966 and payable in monthly installments of ELEVEN (\$11.00) DOLLARS each.

That in and by the terms of said note, the Defendant agreed that in the event of any one default, the Plaintiff could declare whatever total balance remained due and payable, and the Plaintiff now claims the benefit of said clause.

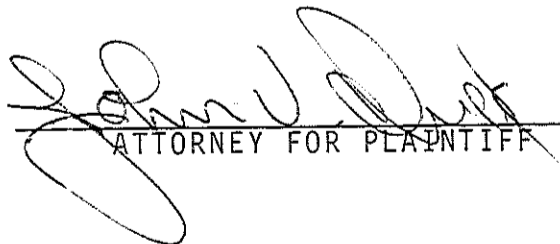
That in and by the terms of said note, the Defendant agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of FIFTY (\$50.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendant waived all rights of exemption under the Constitution and laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.

FILED

MAY 1 1967

ALICE L. BUCK, CLERK
REGISTER


ATTORNEY FOR PLAINTIFF

ACCOUNT NO. _____

NOTE

LOAN NO. 2629Date 3/26/66

For value received, I/we jointly and severally promise to pay to the order of

FAIRHOPE FINANCE COMPANY
390 Fairhope Avenue, Fairhope, Alabamathe sum of Two Hundred Eighty Two ^{72/100} DOLLARS (\$ 262.00)in 24 ^{semi-monthly} ~~monthly~~ installments of \$ 11.00 each, the first installment due 4/26/66
and the final installment due 3/26/68

Maturity Date

Failure to pay any installment hereon due shall entitle the holder hereof to declare whatever total balance remains unpaid due and payable without notice, after giving Borrower all credits due him. The makers, co-makers, endorser, sureties, or guarantors, of this note severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and expressly waive as to this debt all rights to claim exemptions under the constitution and laws of the State of Alabama or any other state in the United States; and I/we agree that the time of payment may be extended without notice to us of such extension.

I/we agree to pay an additional charge of 3% of any installment past due 15 or more days, whether by reason of default or extension agreement.

Interest on this note shall accrue from the due date of the final installment hereunder to six months thereafter at the same rate as the original loan but only at 8% per annum after the final installment becomes six months delinquent.

I/we are over the age of 21 years, and for the purpose of securing said indebtedness, I/we severally and jointly, grant, bargain, sell and convey to the said payee, the following personal property, which I/we warrant free from encumbrance.

Upon payment in full of this debt the above conveyance shall be void.

Witness our hands and seals this date

Edgar Sullivan

Name of Borrower

Ben Del

Address of Borrower

Amount of Advance \$ 186.29Interest At % 77.71Insurance \$ 0Filing \$ 0

Name of Person Making Loan

XEdgar F. Sullivan

Signature of Borrower

(Seal)

Address of Borrower

Endorser

(Seal)

Address of Endorser

STATE OF ALABAMA, COUNTY.

I, a Notary Public in and for said County in said State, hereby certify that, whose name, signed to the foregoing mortgage, and who, known to me, acknowledged before me on this day that, being informed of the contents of this mortgage, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this day of 196.....

..... Notary Public.

202

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 2498

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon EDGAR F. SULLIVAN

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.....

..... EDGAR F. SULLIVAN Defendant.....

by R. C. MACON, ind. & dba FAIRHOPE FINANCE COMPANY

..... Plaintiff.....

Witness my hand this 1st day of May 1967

Alice J. Luck Clerk

5-6-67

No. 2498

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

R. C. MACON, individually and
d/b/a FAIRHOPE FINANCE COMPANY
Plaintiffs

vs.

EDGAR F. SULLIVAN

Defendants

SUMMONS AND COMPLAINT

Filed 1967 19.....

Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Fairhope, Alabama

RECEIVED

Received In Office

MAY 1 1967 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this May 1 1967
by leaving a copy with

Edgar F. Sullivan
H. R. Ruck

Sheriff claims 7.00 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

R. R. Randall
DEPUTY SHERIFF

Taylor Wilkins Sheriff
R. R. Randall Deputy Sheriff

R. C. MACON, individually and)
doing business as FAIRHOPE)
FINANCE COMPANY,)

Plaintiff,)

vs.)

EDGAR F. SULLIVAN,)

Defendant,)

BLUE BIRD TOOL & EQUIPMENT CO.,)
INC. 104 Bayshore Avenue,)
Mobile, Alabama,)

Garnishee.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 7498

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

WHEREAS, on the 4 day of Apr, 1969, in
the Circuit Court of Baldwin County, Alabama, the following order
was made and Judgment entered, to-wit:

Came the Plaintiff, by his attorney, and the Garnishee
having failed to file it's answer as required by law, and it
appearing unto the Court that a Writ of Garnishment has been duly
issued in this cause, by the Clerk of this Court, and served upon
said Garnishee, and that at the October term, 1967, in said Court,
to-wit: on the 27 day of Sept, 1967, the Plaintiff re-
covered a Judgment against the Defendant for the sum of TWO HUNDRED
NINETY-THREE AND 66/100 (\$293.66) DOLLARS, besides the sum of
TWENTY-THREE AND 50/100 (\$23.50) DOLLARS, cost of suit; it is
therefore considered by the Court that the Plaintiff recover of
the Garnishee the sum of TWO HUNDRED NINETY-THREE AND 66/100
(\$293.66) DOLLARS and the sum of TWENTY-THREE AND 50/100 (\$23.50)
DOLLARS cost of the original suit, and also the cost of this
Garnishment; unless at the present term of this Court and within
thirty days after service of the rendition of this Judgment, the
said Garnishee appear and show cause why this Judgment should not
be made final and absolute, and that a copy of this Order be
served upon the said Garnishee as required by law.

This is to therefore command you that you make known the
premises aforesaid to the said BLUE BIRD TOOL & EQUIPMENT CO., INC.

a corporation, that it be and it appear at the present term of said Court at the place of holding the same, and within thirty days after service of the rendition of said Judgment, to show cause why said Judgment should not be made final and absolute against it, and have you then and there this writ with your endorsement thereon.

WITNESS this by the Clerk of the Circuit Court of Baldwin County, Alabama on this the 24th day of March, 1969.

Alice J. Luck
CLERK

Executed by serving a copy of the within on _____, as _____ of BLUE BIRD TOOL & EQUIPMENT CO., INC., a corporation, on this the _____ day of _____, 1969.

SHERIFF

D.S.

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

September TERM, 1968.

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular September Term, 1968, of the Circuit Court of Baldwin County, to-wit: On the 27th day of September, 1968, being a regular day of said term, R. C. MACON, Ind. & d/b/a FAIRHOPE FINANCE COMPANY

recovered judgment against EDGAR F. SULLIVAN

for the sum of TWO HUNDRED NINETY-THREE & 66/100 --- Dollars, and cost of suit, and affidavit having been made by JOHN V. DUCK that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

BLUE BIRD TOOL & EQUIPMENT COMPANY, a corporation,
 104 Bayshore Avenue, Mobile, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant EDGAR F. SULLIVAN 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

BLUE BIRD TOOL & EQUIPMENT COMPANY, a corporation,
 104 Bayshore Avenue, Mobile, 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. 1968, then and there within the three first days of the Monday in A. D. 1968, the service of the garnishment, or at the making of its answer, or at any time intervening the time of serving the garnishment, and making the answer. it was indebted to said defendant EDGAR F. SULLIVAN 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 its possession or under its control money or effects belonging to the defendant EDGAR F. SULLIVAN

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

Witness, ALICE J. DUCK, Clerk of said Court, this 21st day of Nov, A. D., 1968
 Issued 24th day of Nov, A. D., 1968

ATTEST:

Alice J. Duck, Clerk.

REC'D SUPPL. DEPT.
MOBILE COUNTY, ALA.
NOV 25 10 38 AM '66

RECEIVED
NOV 21 1966

Received 25 Nov 69
at 27 Nov 69
I served a Copy of the within
on Blue Bird Tool & Equipment Co
a corp
by service on McMurry mcp

RAY D. BURGESS, Sheriff
D. N. Busby, D. A.

ORIGINAL 6036

CIRCUIT COURT, BALDWIN COUNTY

No. 7498 1/4

R. C. Macow, d/b/a.
Fairhope Finance Co
VS. McMurry mcp
GARNISHMENT ON JUDGMENT
Obtainable
Edgar & Sullivan

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

John V. Black
Attorney

Moore Printing Co. - Bay Minette, Alabama

STATE OF ALABAMA

Baldwin County

TO EDGAR F. SULLIVAN Defendant:

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

R.C. MACON, Ind. & dba FAIRHOPE FINANCE COMPANY, Plaintiff,

versus EDGAR F. SULLIVAN Defendant,

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

BLUE BIRD TOOL & EQUIPMENT COMPANY, a corporation

has been named as Garnishee.

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

21 day of Nov, 1968

Clerk of the Circuit Court.

24/1/69

Received 21 day of Nov. 1968

and on 6 day of Jan 1969

I served a copy of the within Notice

on Edgar J. Sullivan

By service on _____

TAYLOR WILKINS, Sheriff

By H. B. B. B. D. S.

ORIGINAL

7498 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

R. C. Mason
aka Fairhope Trust Plaintiff.....

VS.

Edgar J. Sullivan

Defendant.....

RECEIVED

NOV 21 1968

WILKINS SHERIFF
GROUP

THE STATE OF ALABAMA
Baldwin County

no. 74 98 1/2

Circuit Court

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State
aforesaid JOHN V. DUCK

who being duly sworn, on oath says, that a regular September Term
of the Circuit Court of Baldwin County, to-wit: on the 27th day of September
19. 67, R. C. MACON, Ind. & dba FAIRHOPE FINANCE COMPANY

recovered a judgment against EDGAR F. SULLIVAN

..... for the sum of
TWO HUNDRED NINETY-THREE AND 66/100 (\$293.66) Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

..... BLUE BIRD TOOL & EQUIPMENT COMPANY, a corporation,

104 Bayshore Avenue, Mobile, Ala.

supposed to be indebted to or have effects of the said EDGAR F. SULLIVAN

in its possession, or under its Control, and that he believes process of
Garnishment against said BLUE BIRD TOOL & EQUIPMENT COMPANY

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 21

day of Nov A. D. 19. 67

Alice J. Duck
Clerk.

John V. Duck

R. C. MACON, individually and)
doing business as FAIRHOPE)
FINANCE COMPANY,)

Plaintiff,)

vs.)

EDGAR F. SULLIVAN,)

Defendant,)

BLUE BIRD TOOL & EQUIPMENT CO.,)
INC. 104 Bayshore Avenue,)
Mobile, Alabama,)

Garnishee.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 7498

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

WHEREAS, on the 4 day of April, 1969, in
the Circuit Court of Baldwin County, Alabama, the following order
was made and Judgment entered, to-wit:

Came the Plaintiff, by his attorney, and the Garnishee
having failed to file it's answer as required by law, and it
appearing unto the Court that a Writ of Garnishment has been duly
issued in this cause, by the Clerk of this Court, and served upon
said Garnishee, and that at the October term, 1967, in said Court,
to-wit: on the 27 day of ~~October~~^{Sept}, 1967, the Plaintiff re-
covered a Judgment against the Defendant for the sum of TWO HUNDRED
NINETY-THREE AND 66/100 (\$293.66) DOLLARS, besides the sum of
TWENTY-THREE AND 50/100 (\$23.50) DOLLARS, cost of suit; it is
therefore considered by the Court that the Plaintiff recover of
the Garnishee the sum of TWO HUNDRED NINETY-THREE AND 66/100
(\$293.66) DOLLARS and the sum of TWENTY-THREE AND 50/100 (\$23.50)
DOLLARS cost of the original suit, and also the cost of this
Garnishment; unless at the present term of this Court and within
thirty days after service of the rendition of this Judgment, the
said Garnishee appear and show cause why this Judgment should not
be made final and absolute, and that a copy of this Order be
served upon the said Garnishee as required by law.

This is to therefore command you that you make known the
premises aforesaid to the said BLUE BIRD TOOL & EQUIPMENT CO., INC.

672 - C

a corporation, that it be and it appear at the present term of said Court at the place of holding the same, and within thirty days after service of the rendition of said Judgment, to show cause why said Judgment should not be made final and absolute against it, and have you then and there this writ with your endorsement thereon.

WITNESS this by the Clerk of the Circuit Court of Baldwin County, Alabama on this the 4th day of April, 1969.

Alicia J. Duck
CLERK

Executed by serving a copy of the within on _____
Frank Mason, as manager of BLUE BIRD
TOOL & EQUIPMENT CO., INC., a corporation, on this the 9
day of April, 1969.

Ray L. Bridges
SHERIFF

R. Busby
D.S.

RECEIVED

APR 4 1969

~~RECEIVED~~

8 *pull*
no. 7498 ⁶²³²
C. E. Macdonald
P.H.A.

VS

Edgar F. Sullivan
Defendant

97 - ~~Frankman~~
Blue Bird Tool & Equipment Co.
Gornishee

Sheriff claims 0 miles at

Ten Cents per mile Total \$ 0

JAYLOR WILKINS, Sheriff

BY

Beasley
DEPUTY SHERIFF

John D. Dock

R. C. MACON, individually and doing business as FAIRHOPE FINANCE COMPANY,)	IN THE CIRCUIT COURT OF
)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	AT LAW, CASE NO. 7498 $\frac{1}{2}$
vs.)	
EDGAR F. SULLIVAN,)	
Defendant,)	
BLUE BIRD TOOL & EQUIPMENT CO., INC.,)	
Garnishee.)	

This day came the Plaintiff, by his attorney, and it appearing unto the Court that on the 27th day of September, 1967 in the above styled cause, the Plaintiff recovered a Judgment against the Defendant for the sum of TWO HUNDRED NINETY-THREE AND 66/100 (\$293.66) DOLLARS, besides the sum of TWENTY-THREE AND 50/100 (\$23.50) DOLLARS, costs of suit; and it further appearing unto the Court that a Writ of Garnishment was duly issued and served upon said Garnishee, and said Garnishee having failed to file it's Answer as required by law, Judgment was rendered on the 29th day of Sept, 1969 in favor of the Plaintiff and against said Garnishee for the sum of THREE HUNDRED SEVENTEEN AND 16/100 (\$317.16) DOLLARS, and the sum of \$ 329.16, the sum of original suit and also the cost of this Garnishment; and it further appearing unto the Court that a copy of said Judgment Ni Si was served upon the said Garnishee as required by law, requiring said Garnishee to appear and show cause why said Judgment should not be made final and absolute, and said Garnishee being called, came not but made default; and on motion of the Plaintiff, after hearing the evidence, the Court being of the opinion, it is CONSIDERED AND ORDERED by the Court and it is the judgment of the Court that said Judgment be, and the same is hereby made final and absolute in favor of the Plaintiff and against the Garnishee for the sum of THREE HUNDRED SEVENTEEN AND 16/100 (\$317.16) DOLLARS.

It is therefore, CONSIDERED, ORDERED AND ADJUDGED by the Court that the Plaintiff have and recover of the Garnishee the said

sum of THREE HUNDRED SEVENTEEN AND 16/100 (\$317.16) DOLLARS, together with the costs in this behalf expended, and for all of which execution may issue.

DONE this the 29th day of September, 1969.

J. H. A. Marshall
JUDGE OF CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

FILED

SEP 2 1969

ALICE J. BICK CLERK
REGISTER

672-B