

The State of Alabama }
Baldwin County

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared

who, being duly sworn, doth depose and say that

indebted to in the sum of Dollars,
and that ha commenced on suit by summons and complaint on said indebtedness
against the said

and that

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in
possession, or under control, and that believe that process of Garnishment against the said

is necessary to obtain satisfaction of said claim; and that the said
is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose
of vexing or harassing said Defendant, or other improper motives.

[Signature]

Sworn to and subscribed before me this day of 19

, Clerk Circuit Court.

116

No. 9899

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

Plaintiff

TO

Defendant

Bond and Affidavit in Garnishment
on Summons

Filed this day of

FILED

, 19

NOV 28 1967

Clerk.

Printed by M888 Hg. Co. FRY
REC-100

BOND

The State of Alabama,
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, City Furniture Co., Inc.

are held and firmly bound unto Alonzo Tate and Ella Tate

in the sum of Three Hundred Thirteen and 96/100 (\$313.96) DOLLARS,

to be paid to the said Alonzo Tate and Ella Tate

heirs, executors, administrators or assigns, for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly by these Presents.

Sealed with our seals, and dated this _____ day of _____, 19____

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound City Furniture Co., Inc.

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Alonzo Tate and Ella Tate

the sum of One Hundred Fifty-six and 98/100 (\$156.98) Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

Ellis Nursery

summoning it to answer what it is indebted to said Defendant, or what effects of said Defendant it has in its possession, or under its control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs and damages as they may sustain, by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and laws of Alabama, and we hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

City Furniture Co. Inc.
By J. H. Jackson (Seal)

(Seal)

(Seal)

Approved this

23

day of

Nov

A. D., 1967

W. H. Jackson Clerk.

CITY FURNITURE CO., INC.,	X		
a corporation			
Plaintiff	X	IN THE CIRCUIT COURT OF	
vs	X	BALDWIN COUNTY, ALABAMA	
ALONZO TATE and ELIA TATE,	X	AT LAW	NO. <u>7879</u>
Defendants	X		

-1-

Plaintiff claims of the defendant the sum of One Hundred Fourteen and 28/100 (\$114.28) Dollars being the balance due and unpaid of a promissory waive note in the amount of \$140.03 drawn by the defendant on the 20th day of May, 1966, payable to City Furniture Company, Inc., a corporation in installments of \$4.00 each, the first installment being due May 27, 1966, and each week thereafter until fully paid; with the total unpaid amount becoming due on the failure of defendant to pay any of the individual payments, and the said payments not being paid as they matured by the said defendant.

Whereas, said note in the balance due amount of \$114.28 with interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.

-3-

Plaintiff claims of the defendant the sum of Forty-two and 70/100 (\$42.70) Dollars being the balance due and unpaid of a promissory waive note in the amount of Fifty-one and 95/100 (\$51.95) Dollars drawn by the defendant on the 9th day of September, 1966, payable to City Furniture Co., Inc., a corporation in installments of \$2.00 each, the first installment being due September 16, 1966, and each week thereafter until fully paid; with the total unpaid amount becoming due on the failure of defendant to pay any of the individual payments, and the said payments not being paid as they matured by the said defendant.

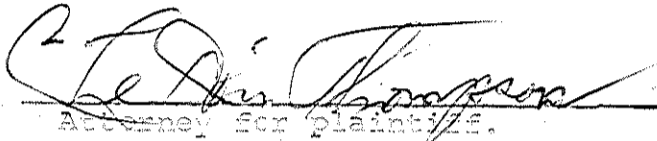
Whereas, said note in the balance due amount of \$42.70 with interest thereon is still unpaid.

-4-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.

-5-

The plaintiff claims of the defendants One Hundred Fifty-six and 98/100 (\$156.98) Dollars due from them by account on to-wit, the 16 day of Sept., 1966, which sum of money with the interest thereon, is still unpaid.


Attorney for plaintiff.

FILED

NOV 28 1967

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Alonzo Tate and Ella Tate

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.....

Alonzo Tate and Ella Tate....., Defendant.....

by City Furniture Co., Inc., a corporation

....., Plaintiff.....

Witness my hand this 24 day of Nov 19 61

Beigfouch, Clerk

24: 12-11-67

No. 7849 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

CITY FURNITURE CO., INC.

a corporation

Plaintiffs

vs.

ALICE J. DUCK and ALICE J. DUCK

Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

NOV 28 1967 Clerk

ALICE J. DUCK

CLERK
REGISTER

C. L. J.
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Route 2, Box 209
Bay Minette, Alabama

Received In Office

NOV 28 1967 19.....

Sheriff

I have executed this summons

this Dec 11 1967
by leaving a copy with

Alma J. Duck
Alma J. Duck

12
Total \$ 1.20
TAYLOR WILKINS, Sheriff
W. A. Talbot
DEPUTY SHERIFF

Taylor Wilkins Sheriff
W. A. Talbot Deputy Sheriff

3 miles East of P. B.