

THE AMERICAN NATIONAL BANK	*	IN THE CIRCUIT COURT OF
& TRUST COMPANY OF MOBILE, A	*	
National Banking Association,	*	BALDWIN COUNTY, ALABAMA
Plaintiff	*	AT LAW
-vs-	*	
FRANK H. LEE,	*	
Defendant	*	CASE NO. <u>\$2.39</u>

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, FORTY THOUSAND SIX HUNDRED FIFTEEN AND 13/100 (\$40,615.13) DOLLARS, balance due by promissory note, made by the Defendant on, to-wit, May 15, 1967, and payable in sixty (60) monthly installments beginning on, to-wit, June 15, 1967, with interest thereon. Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant agreed that in the event of default of the payment of any of the said installments when due, the holder of said note shall have the right to declare the entire indebtedness immediately due and payable, and the Plaintiff alleges that there has been a default in the payment of said installments, and the Plaintiff has elected to declare the entire indebtedness due and payable.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, Defendant waived as to this debt all rights of exemption under the Constitution and Laws of the State of Alabama, and agreed to pay all costs of collecting, including a reasonable attorney's fee, which attorney's fee the Plaintiff alleges to be, to-wit, THIRTEEN THOUSAND FOUR HUNDRED THREE AND NO/100 (\$13,403.00) DOLLARS, which further sum the Plaintiff claims of the Defendant.

COUNT TWO

The Plaintiff claims of the Defendant the sum of, to-wit, SEVENTY-NINE THOUSAND SEVEN HUNDRED NINETY-FOUR AND 06/100 (\$79,794.06) DOLLARS, due by promissory note made by him on, to-wit, the 15th day of May, 1967, and payable on demand, with interest thereon.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant waived as to this debt all rights of exemption under the Constitution and Laws of the State of Alabama, and agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, which such attorney's fee the Plaintiff alleges to be, to-wit, TWENTY-SIX THOUSAND THREE HUNDRED THIRTY-TWO AND NO/100 (\$26,332.00) DOLLARS, which further sum the Plaintiff claims of the Defendant.

HAMILTON, DENNISTON, BUTLER & RIDDICK

BY: 

Attorneys for Plaintiff

Address: P. O. Box 1743

Mobile, Alabama 36601

The Defendant may be served at his business address:

Uni-Crest Homes, which is located approximately one mile south of Stapleton toward Loxley on Alabama Highway 59.

FILED

JUL 29 1968

ALICE J. DUCK

CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8239

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Frank H. Lee

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.....

..... Frank H. Lee Defendant.....

by The American National Bank & Trust Company of Mobile, A National Banking
..... Association Plaintiff.....

Witness my hand this..... 29..... day of..... July..... 19..68.

..... *Alfred W. Smith* Clerk

No. **8239**.....

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

THE AMERICAN NATIONAL BANK & TRUST.

COMPANY OF MOBILE, A National Banking

Association

Plaintiffs

vs.

FRANK H. LEE

Defendants

SUMMONS AND COMPLAINT

Filed **7/29/68** 19.....

Alice J. Duck Clerk

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY AND

FOR SERVICE **1** PROCESS AND

TRAVEL EXPENSE ON EACH OF \$ **2.20**

PROCESSES OR A TOTAL OF \$ **8.70**

HAMILTON, DENNISTON, BUTLER, & RIDDICK

(Charles R. Butler, Jr.)

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

JUL 29 1968

TAYLOR WILKINS

Sheriff

I have executed this summons

this **Aug - 1** 19**68**
by leaving a copy with

Frank H. Lee

Taylor Wilkins Sheriff

W. C. Butler Deputy Sheriff

Haydel

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

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.....Frank H. Lee..... Defendant.....

byThe American National Bank & Trust Company of Mobile, A National Banking
Association..... Plaintiff.....

Witness my hand this.....29.....day of.....July.....19..68.

.....*Walter J. Duck*..... Clerk

No..... Page.....

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

THE AMERICAN NATIONAL BANK
& TRUST COMPANY OF MOBILE, A
National Banking Association,

Plaintiff

-vs-

FRANK H. LEE,

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO.

8239

\$ 120,409.19
14,520.46
\$ 134,929.65

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit,
FORTY THOUSAND SIX HUNDRED FIFTEEN AND 13/100 (\$40,615.13) DOLLARS,
balance due by promissory note, made by the Defendant on, to-wit,
May 15, 1967, and payable in sixty (60) monthly installments be-
ginning on, to-wit, June 15, 1967, with interest thereon.

Plaintiff further alleges that in said note and as a part of the
consideration thereof, the Defendant agreed that in the event of
default of the payment of any of the said installments when due,
the holder of said note shall have the right to declare the entire
indebtedness immediately due and payable, and the Plaintiff alleges
that there has been a default in the payment of said installments,
and the Plaintiff has elected to declare the entire indebtedness
due and payable.

The Plaintiff further alleges that in said note and as
a part of the consideration thereof, Defendant waived as to this
debt all rights of exemption under the Constitution and Laws of
the State of Alabama, and agreed to pay all costs of collecting,
including a reasonable attorney's fee, which attorney's fee the
Plaintiff alleges to be, to-wit, THIRTEEN THOUSAND FOUR HUNDRED
THREE AND NO/100 (\$13,403.00) DOLLARS, which further sum the
Plaintiff claims of the Defendant.

COUNT TWO

The Plaintiff claims of the Defendant the sum of, to-wit, SEVENTY-NINE THOUSAND SEVEN HUNDRED NINETY-FOUR AND 06/100 (\$79,794.06) DOLLARS, due by promissory note made by him on, to-wit, the 15th day of May, 1967, and payable on demand, with interest thereon.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant waived as to this debt all rights of exemption under the Constitution and Laws of the State of Alabama, and agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, which such attorney's fee the Plaintiff alleges to be, to-wit, TWENTY-SIX THOUSAND THREE HUNDRED THIRTY-TWO AND NO/100 (\$26,332.00) DOLLARS, which further sum the Plaintiff claims of the Defendant.

HAMILTON, DENNISTON, BUTLER & RIDDICK

BY: 

Attorneys for Plaintiff

Address: P. O. Box 1743

Mobile, Alabama 36601

The Defendant may be served at his business address:

Uni-Crest Homes, which is located approximately one mile south of Stapleton toward Loxley on Alabama Highway 59.

FILED

JUL 29 1968

ALICE J. BUCK

CLERK
REGISTER

THE AMERICAN NATIONAL BANK
& TRUST COMPANY OF MOBILE,
a National Banking Associa-
tion,

Plaintiff,

vs.

FRANK H. LEE,

Defendant.

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 8239

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF MOBILE)

Before me, the undersigned authority, personally
appeared Thomas A. Hamilton, who is known to me and who, being
by me first duly sworn, on oath deposes and says as follows:

That he is a partner in the law firm of Hamilton,
Denniston, Butler & Riddick, attorneys for Plaintiff in the
above styled cause; that he is personally acquainted with the
Defendant in said cause, Frank H. Lee, and that affiant knows
of his own personal knowledge that said Defendant was not, at
the time said suit was filed, and is not now, in any branch of
the Military, Naval or Armed Forces of the United States of
America.


THOMAS A. HAMILTON

Subscribed and sworn to
before me this 4th day
of September, 1968.


NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

FILED

SEP 4 1968

ALICE J. DUCK CLERK
REGISTER

ORIGINATING OFFICER - HJB - 3/63 *N/A* 7% 12-15-67

N.D. 198-Rev.

MOBILE, ALA., May 15, 1967

On demand

AFTER DATE, WITHOUT GRACE I PROMISE TO PAY

TO THE ORDER OF THE AMERICAN NATIONAL BANK & TRUST COMPANY OF MOBILE
SEVENTY-NINE THOUSAND SEVEN HUNDRED NINETY-FOUR AND 06/100-Dollars

with interest at the rate of 6 % per annum to maturity.

For Value Received, Payable at Main Office of THE AMERICAN NATIONAL BANK & TRUST COMPANY OF MOBILE

The parties to this instrument, whether maker, endorser, surety, guarantor, each for himself, hereby severally agree to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other law, and 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. In the event of death, insolvency of, general assignment by, judgment against, filing of any proceeding under the Bankruptcy Act by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon, or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successors and assigns shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt, any funds in said bank, belonging to the maker, surety, endorser, guarantor, or any one of them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that, if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity, and thereafter, in any event, interest at the rate of eight per cent, per annum until paid.

Address Bayshore Ave.
Mobile, Ala.

Frank H. Lee

201
96677
Dmd
Due:
\$ 79,794.06
29,000.00
46,481.56
4,312.50
30.00
4,342.50

FILED

SEP 4 1968


ALICE J. DUCK

CLERK
REGISTER

The undersigned endorser, each for himself, hereby severally agrees to the terms of this note, agrees to pay this note and 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 said endorser severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity; and thereafter interest at the rate of eight per cent, per annum until paid.

INTERNATIONAL ACCEPTANCE
CORPORATION

By 
President

\$ 57,172.19

Mobile, Alabama

May 15, 1967.

For value received the undersigned jointly and severally promise to pay to THE AMERICAN NATIONAL BANK & TRUST COMPANY OF MOBILE,

or order, the principal sum of FIFTY-SEVEN THOUSAND ONE HUNDRED SEVENTY-TWO AND 19/100-----Dollars (\$57,172.19), with interest thereon from date, at the rate of Six per cent (6 %) per annum. The said principal and interest shall be payable at the of the payee in Mobile, Alabama, in monthly installments as follows, namely:

In fifty-nine (59) equal monthly installments of One Hundred Fifty and No/100 Dollars (\$150.00) each, including principal and interest, and in one (1) (the last) monthly installment for the entire principal balance and interest then outstanding, each such monthly installment being applied first in payment of the interest then outstanding and the balance thereof being applied in reduction of principal, and the interest, at the rate aforesaid, being calculated upon the reduction of the principal balance outstanding from time to time; the first of such monthly installments of principal and interest being due and payable on June 15, 1967, and one of such monthly installments of principal and interest being due and payable on the 15th day of each month thereafter, respectively, until all are paid.

The maker(s) hereof reserve(s) the option to make additional payments on said principal sum at any principal payment date; such additional payments, however, to be made in multiples of \$150.00, and to bear a premium of three per cent on amounts prepaid during the first year of the loan, of two per cent on amounts prepaid during the next two years, and of one per cent on amounts prepaid during the next succeeding two years of the term.

Each maker and endorser waives the right of exemption under the Constitution and laws of Alabama, and each maker and endorser waives demand, protest, and notice of protest, and all requirements necessary to hold them liable as makers and endorsers.


It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date due hereof.

This note is to be construed according to the laws of the State of Alabama, and is not to be governed by the laws of any other jurisdiction.

~~Executed in the presence of the undersigned and~~

It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than 15 days in arrears.

Upon failure to pay any installment of principal and/or interest when due or if any of the conditions and requirements in said be not complied with, the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.


FRANK H. LEE

FORM ND-274

(See reverse side for endorser)

FILED

SEP 4 1968

ALICE J. DUCK CLERK REGISTER

ENDORSER:

N/A

CMF/JLG

96676

203

By President

RECORD OF PAYMENTS

atd 5-15-67

~~\$57,772.19~~

DATE	INTEREST PAYMENT	PRINCIPAL PAYMENT	BAL. DUE ON PRINCIPAL	REC'D BY
760.03 LEGAL FEES 7-17				
6-15-67	1957.30	50.00	57,882.22	
7-15-67	1957.30	50.00	57,832.22	
8-15-67	1957.30	100.00	50,332.22	
9-15-67	1957.30	100.00	50,101.57	
10-15-67	1957.30	100.00	50,119.67	
11-15-67	1957.30	150.00		
12-15-67	1957.30	150.00		
1-15-68	1957.30	150.00		
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12-15-86	1957.30	150.00		
1-15-87	1957.30	150.00		
2-15-87	1957.30	150.00		
3-15-87	1957.30	150.00		
4-15-87	1957.30	150.00		
5-15-87	1957.30	150.00		
6-15-87	1957.30	150.00		
7-15-87	1957.30	150.00		
8-15-87	1957.30	150.00		
9-15-87	1957.30	150.00		
10-15-87	1957.30	150.00		
11-15-87	1957.30	150.00		
12-15-87	1957.30	150.00		
1-15-88	1957.30	150.00		
2-15-88	1957.30	150.00		
3-15-88	1957.30	150.00		
4-15-88	1957.30	150.00		
5-15-88	1957.30	150.00		
6-15-88	1957.30	150.00		
7-15-88	1957.30	150.00		
8-15-88	1957.30	150.00		
9-15-88	1957.30	150.00		
10-15-88	1957.30	150.00		
11-15-88	1957.30	150.00		
12-15-88	1957.30	150.00		
1-15				

HAMILTON, DENNISTON, BUTLER & RIDDICK

ATTORNEYS AND COUNSELLORS AT LAW

AMERICAN NATIONAL BANK BUILDING

P. O. BOX 1743

MOBILE, ALABAMA

36601

July 26, 1968

THOMAS A. HAMILTON
ROBERT P. DENNISTON
CHARLES R. BUTLER
HARRY H. RIDDICK
OLIVER J. LATOUR, JR.
JAMES W. TARTON, III

CHARLES R. BUTLER, JR.
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PETER HAMILTON (1838-1888)
THOMAS A. HAMILTON (1844-1897)
J. GAILLARD HAMILTON (1899-1956)

CABLE ADDRESS:
HAMILTONS

TELEPHONE: 432-7517
AREA CODE 205

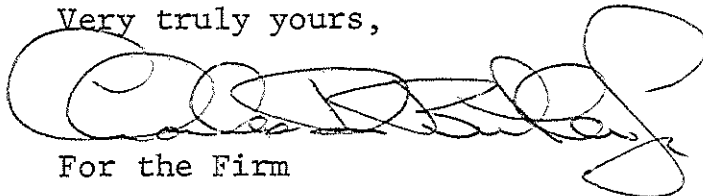
Mrs. Alice J. Duck, Clerk
Circuit Court, Civil Division
Baldwin County Court House
Bay Minette, Alabama 36707

No. 8239

Dear Mrs. Duck:

Please file this complaint on behalf of the Plaintiff,
The American National Bank & Trust Company of Mobile, and mark
the extra enclosed copy "FILED" and return it to us.

Very truly yours,



For the Firm

CRBjr:pg
Enclosure

cc: Mr. Edward N. Cannon
The American National Bank
& Trust Company of Mobile

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

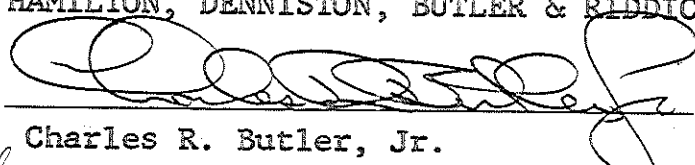
CC LAW 12-2M-12/65

THE STATE OF ALABAMA }
MOBILE COUNTY
BALDWIN COUNTY

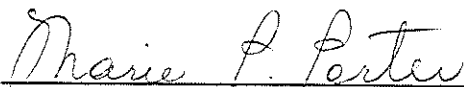
CIRCUIT COURT

Personally appeared before me, John E. Mandeville, Clerk of the Circuit Court in and for Mobile County and State aforesaid Charles R. Butler, Jr.
who being duly sworn, on oath says, that on the 4th day of September , 19 68
in the Circuit Court of ~~MOBILE~~ Baldwin County, in Case No. 8239 The Plaintiff The American
..... National Bank & Trust Company, A National Banking Association
recovered a judgment against Frank H. Lee
..... the Defendant, whose address
is Uni-Crest Homes, on Alabama Highway 59
for the sum of ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED SEVENTY-NINE and
45/100 (\$139,479.45) DOLLARS
Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;
that Uni-Crest Homes, a corporation, ; Tidewater Homes, Inc., a
..... corporation; Bienville Investment Company, Inc., a corporation
..... and International Acceptance Corporation, a corporation
.....
whose addresses are ~~whose addresses~~ One mile South of Stapleton toward Loxley on
..... Alabama Highway 59
are
is supposed to be indebted to or have effects of the said Frank H. Lee
.....
in their possession or under their
control, and that he believes process of Garnishment against the said above corporations:
..... Uni-Crest Homes, Tidewater Homes, Inc., Bienville Investment
..... Company, Inc., and International Acceptance Corporation
.....
is necessary to obtain satisfaction of said Judgment.

HAMILTON, DENNISTON, BUTLER & RIDDICK


Charles R. Butler, Jr.

Sworn to and subscribed this 18th
day of November A.D., 19 68



NOTARY PUBLIC MOBILE COUNTY, ALABAMA

FILED

NOV 19 1968

ALICE J. DUCK CLERK
REGISTER

RECEIVED
CIRCUIT COURT
JAN 16 1919

No. 8239

CIRCUIT COURT

The American National Bank

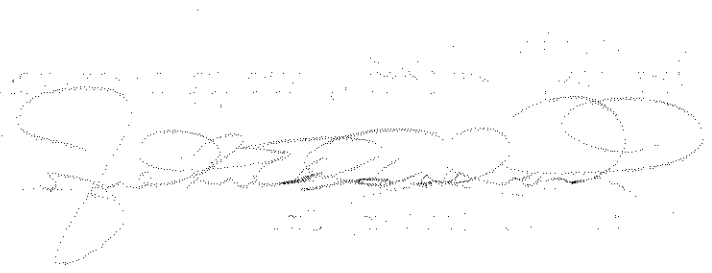
vs.

Frank H. Lee
AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

Filed in Office,

19

Clerk.

A large, stylized handwritten signature in dark ink, likely of the court clerk, is written across the bottom of the page.

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

CG LAW 12-2M-12/65

CIRCUIT COURT

THE STATE OF ALABAMA
MOBILE COUNTY
BALDWIN COUNTY

Personally appeared before me, John E. Mandeville, Clerk of the Circuit Court in and for Mobile County and State aforesaid Charles R. Butler, Jr.

who being duly sworn, on oath says, that on the 18th day of September, 1968
in the Circuit Court of Mobile County, in Case No. 8239 The Plaintiff The American

National Bank & Trust Company, A National Banking Association

recovered a judgment against Frank H. Lee

is Uni-Crest Homes, on Alabama Highway 59
for the sum of ONE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED SEVENTY-NINE and 45/100 (\$139,479.45) DOLLARS

Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect; that Uni-Crest Homes, a corporation; Tidewater Homes, Inc., a corporation

corporation; Glenville Investment Company, Inc., a corporation

and International Acceptance Corporation, a corporation

addresses are one mile south of Stapleton toward Loxley on
whose address is Alabama Highway 59

are supposed to be indebted to or have effects of the said Frank H. Lee

in their possession or under their control

control, and that he believes process of Garnishment against the said above corporations:

Uni-Crest Homes, Tidewater Homes, Inc., Glenville Investment

Company, Inc., and International Acceptance Corporation

is necessary to obtain satisfaction of said judgment.

HAMILTON, DENNISTON, BUTLER & KIDDICK

Charles R. Butler, Jr.

FILED

NOV 19 1968

ALICE J. DUCK
CLERK
REGISTER

NOTARY PUBLIC MOBILE COUNTY, ALABAMA

CLERK

day of November A.D., 1968

Sworn to and subscribed this 18th

David F. Felt

[Handwritten signature]

No. 8239

CIRCUIT COURT

The American National Bank

vs.

Frank H. Lee

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

Filed in Office,

19

Clerk.

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

CC LAW 12-2M-12/65

THE STATE OF ALABAMA }
MOBILE COUNTY
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, John E. Mandeville, Clerk of the Circuit Court in and for Mobile County and State aforesaid Charles R. Butler, Jr.

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Baldwin
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Company, Inc., and International Acceptance Corporation

is necessary to obtain satisfaction of said Judgment.

HAMILTON, DENNISTON, BUTLER & RIDDICK


Charles R. Butler, Jr.

Sworn to and subscribed this 18th

day of November A.D., 19 68.

Maie A. Porter
Clerk
NOTARY PUBLIC MOBILE COUNTY, ALABAMA

FILED

NOV 19 1968

ALICE J. DUCK CLERK
REGISTER

No. 8239

CIRCUIT COURT

The American National Bank

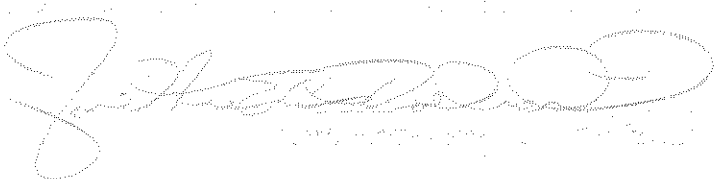
vs.

Frank H. Lee
AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

Filed in Office,

19

Clerk.



HAMILTON, DENNISTON, BUTLER & RIDDICK

ATTORNEYS AND COUNSELLORS AT LAW

AMERICAN NATIONAL BANK BUILDING

P. O. BOX 1743

MOBILE, ALABAMA

36601

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J. GAILLARD HAMILTON (1899-1956)

CABLE ADDRESS:
HAMILTONS

TELEPHONE: 432-7517
AREA CODE 205

November 18, 1968

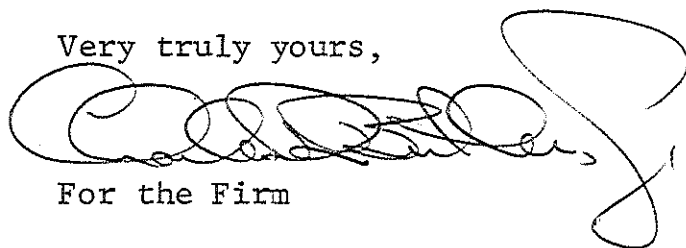
Mrs. Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama 36507

Re: American National Bank vs.
Frank H. Lee
Circuit Court Case No. 8239

Dear Mrs. Duck:

Enclosed herein you will find four Garnishment
Affidavits which we would appreciate your filing in the
above styled matter and having writs of garnishment issued
against the four therein named companies.

Very truly yours,



For the Firm

CRBjr:gd

Enclosures