Garnishment on Judgment	
STATE OF ALABAMA CIRCUIT COURT, BALDWIN COUNTY	•
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	ı
County, to-wit: On the	f
said term,The American National Bank & Trust Company, A National Banking Assoc	
recovered judgment against Frank H. Lee	
(\$139,479.45) for the sum of One Hundred Thirty-nine Thousand, Four Hundred/ Dollars, and cost of suit,)0 -
and affidavit having been made by	
the following named persons or corporations, vis:	
Uni-Crest Homes, a corporation, -Ala. Highway 59 - One Mile South of Stapleton	
toward Loxley.	ř.
has or is believed to have inits control money	
or effects belonging to said defendant. Frank H. Lee or that it is, or	: 7
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 Uni-Crest Homes, a Corporation	on,
to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court	ha
Answer in duplicate, within 30 days from service House thereof, in the city of Bay Minette, on Mandayan Mandayan	T.C.
hen and there within the three first days of the annual Monday in annual A. D. 19	
he service of the garnishment, or at the makingitsanswer, or at any time intervening the time of	
erving the garnishment, and making the answer	
rank H. Lee and whether it is an and whether will not be indebted in future to said defendant	
cank H. Lee by a contract then existing, and whether by a contract then existingit	
s, 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 proper-	
y, and whetherit has not inits possession or underits	
control money or effects belonging to the defendant Frank H. Lee	

Witness, ALICE J. DUCK, Clerk of said Court, this 19th day of November A. D., 19 68

Issued 19th day of November A. D., 19 66

ATTEST:

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

ANGENTA (L. ALANA)

	OLSIMENCE STATES		entiment of the second of the	and the second s		Returnableday of	Issued 19th day		UNI-CREST HOMES, A	######################################	FRANK H. LEE,	VS. GARNISHMENT		A National Banking	THE AMERICAN NATIO		No. 8239	CIRCUIT COURT, B
Attorney	ON, BUTLER & RIDDICK					19	 of Nav. 1968	 GERHABILGE			Defendant	MENT ON JUDGMENT			CONAL BANK & TRUST CO.,			BALDWIN COUNTY

yytut sülli in karana tirin karanaga a akin sakatu il krota arak kiring, ka pranti filk arakijikat ja kirik kiri adirin kirin se elegiste latar es energi et las detent e d'obe. Elle con pour qui income regionir de la comoció de la come d <u>ana kanana manana kanana ana kalana ana baratak sabibat yaipak di espiti banga ya ban kanara</u>

Moore Printing Co. - Bay Minette, Alabama

THE AMERICAN NATIONAL BANK AND TRUST COMPANY, a National Banking Association,

IN THE CIRCUIT COURT OF

· ·

BALDWIN COUNTY, ALABAMA

Plaintiff,

VS.

: NO. $8239\frac{1}{2}$

FRANK H. LEE,

:

Defendant,

INTERNATIONAL ACCEPTANCE CORPORATION,

Garnishee.

:

ANSWER OF GARNISHEE

Comes now INTERNATIONAL ACCEPTANCE CORPORATION, Garnishee in the above styled cause, and for answer to the Writ of Garnishment heretofore served on an agent, servant or employee of Garnishee, says as follows:

1. The Garnishee is indebted to the Defendant, FRANK H. LEE, at the time of the service of the Writ of Garnishment in said cause and at the time of making this Answer, for a very large sum of money, the exact amount of which is not presently known to it, but which is represented by the promissory note formerly held by Plaintiff and purchased from Plaintiff by Defendant; also, said Defendant owns the capital stock of Garnishee, subject to prior pledge to the Citizens & Southern National Bank as Trustee for itself and others; and Garnishee does not expect to be further indebted in the future to said Defendant by a contract existing at the time of the service of the Garnishment and making of this Answer, other than herein set forth.

INTERNATIONAL ACCEPTANCE CORPORATION

STATE OF ALABAMA,

COUNTY OF BALDWIN.

BEFORE ME, the undersigned authority, personally appeared FRANK H. LEE, who is known to me and who, being by me duly sworn, on oath deposes and says:

That he is president of International Acceptance Corporation, and being informed of the contents of the foregoing instrument, and being informed of the truth of the facts contained therein, he voluntarily executed the same for and as the act of said Corporation.

Sworn to and subscribed before me on this the ______day of December, 1968.

Sulendoly T. Dranga.

Notary Public, State of Alabama at Large

My Commission Expires:

January H, 1970

UEC 27 1968

ALTES J. DOOR REGISTER

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

CC LAW 12-2M-12/65

823912

CIRCUIT COURT

Personally appeared before me, John E. Mandeville, Clerk of the Circuit Court in and for Mobile Cou	•
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 WONN County, in Case No. 8239 The Plaintiff The American	1
National Bank & Trust Company, A National Banking Association	
	, ,,
recovered a judgment against Frank H. Lee	
	• • • • • • •
the Defendant, whose add	
is Uni-Crest Homes, on Alabama Highway 59	• • • • • • • • • • • • • • • • • • • •
for the sum of ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED SEVENTY-NINE & 45/100 (\$139,479.45) DOLLAR	RS
Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and eff	
that Uni-Crest Homes, a corporation; Tidewater Homes, Inc., a	
corporation; Bienville Investment Company, Inc., a corporation	••••••••••••••••••••••••••••••••••••••
and International Acceptance Corporation, a corporation	
addresses are whose stapleton toward Loxley on	
Alabama Highway 59	·····
are supposed to be indebted to or have effects of the saidFrank.H. Lee	
intheirpossession or undertheir control	
control, and that he believes process of Garnishment against the saidabove 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 19.	
day of November A.D., 19 68	
day of/10.00000000000000000000000000000000	
Thane of Forter NOV 19 1968	
NOTARY PUBLIC MOBILE COUNTY, ALABAMA	
REGISTER	

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STATE OF ALABAMA Baldwin County

CIRCUIT	COURT,	BALDWIN	COUNTY	
	•••••	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	TERM,	19

To any Sheriff of the State of Alabama, Greeting:

		- +				
WHEREAS, at a	a regular	Term, 19		of the Circuit	Court of	Baldwin
County, to-wit: On the	4th day	of Septe	mber	, 19 <u>68</u> ., Ъ	eing a regular	day of
said term, The Ame	rican National	Bank & Tru	st Company	. A Nationa	l Banking	<u>Associ</u> ation
recovered judgment ag	ainst Frank	H. Lee				••••••
t. 	· .	***************	••••••	***************************************	····	·····
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\$139,479.45X for the sum of One. Hun	dred.Thirty-ni	ne. Thousand	,FourHun	Seventy dred/ Doll	-nine and oars, and cost	45/100 of suit,
and affidavit having be Riddick, that process of garnish						317
the following named p			to obtain sau	staction of suc	i Judgment, a	and that
Tidewater Homes.			Mile South	of Smaleto	n on Ala	u
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has or is believed to have	ve inits	possession	or under	its	control	money
or effects belonging to	said defendant.Ex.	ank H. Lee	ox	thatit		is, or
is believed to be indebt	ed to said defenda	nt	or to be lial	ble to them, or	to one of the	m on a
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discharged by the deliv	ery of personal pr	operty, or wh	ich is payabl	e in personal p	roperty.	
	fore Hereby Comm					
		******		***************************************		
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then and there-within-						
the service of the garnis	hment, or at the m	aking1ts	answer, o	r at any time in	tervening the	time of
serving the garnishment	, and making the ar	nswerit	was	indebt	ed to said de	fendant
rank H. Lee a	nd whether	it	will not be i	ndebted in futu	ire to said de	fendant
rank H. Lee by	a contract then exis	ting, and whe	ther by a cor	tract then exist	ing	i t
is, or are, liable to said	l defendants for th	e delivery of	personal pro	perty, or for th	e payment of	money
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control money or effect	ts belonging to th	he defendant.	Frank.H	Lee	•••••	**********
Herein fail not,	and have you then	and there this	s Writ.			
Witness, ALICE J. DU	CK, Clerk of said (Court, this	.19th d	ay of Nove	mber A. D.,	19.68
Issued19th					·	
	•	ATTECT <	(Just.	Clark
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STAT	E	OF	ALABAMA
	Balo	lwin	County

CIRCUIT	COURT,	BALDWIN	COUNTY	
*************		******************	TERM,	19

To any Sheriff of the State of Alabama, Greeting: said term, The American National Bank & Trust Company, A National Banking Association recovered judgment against Frank H. Lee Seventy-nine and 45/100-(\$139,479.45) for the sum of One Hundred Thirty-nine Thousand, Four Hundred/ Dollars, and cost of suit, and affidavit having been made by Charles R. Butler, Jr., of Hamilton, Denniston, Butler & that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis: Bienville Investment Company, Inc., a Corporation - One Mile South of Stapleton toward Loxley on Alabama Hwy. 59, has or is believed to have in _____ITS _____ possession, or under _____ITS _____ control money or effects belonging to said defendant......Erank. H. Lee........ or thatit. 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 Bienville Investment Company to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court ANSWER IN DUPLICATE- within 30 days from Service hereof, House thereof, in the city of Bay Minette, on the Monday in an annual A-D-19...... then-and-there-within-the-three first-days of the Monday in AD-19 the service of the garnishment, or at the making.......its.....answer, or at any time intervening the time of Frank H. Lee and whetherit will not be indebted in future to said defendant Frank H. Lee by a contract then existing, and whether by a contract then existingit is, or are, liable to said defendant's 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 proper-Herein fail not, and have you then and there this Writ. Witness, ALICE J. DUCK, Clerk of said Court, this 19th day of November, A. D., 19.68. Issued 19th day of November A. D., 19.68

ATTEST:

59 FAGE 931 [VOL

EL:11-21-68

By service on.... Sheriff claims... Ten Cents per mile Total & 246 TAXIOR MILKING Sheriff a copy of the within SHIVE ALLOWED He Ansalmen & Co. Ans. day of Dennister. 1368 Returnable. Issued and; Bienville Investment Company, Inc., a corp., Frank H. Lee, A National Banking Association, The American National Bank & Trust Co., CIRCUIT COURT, BALDWIN COUNTY Moore Printing Co. - Bay Minette, Alabama 19th GARNISHMENT ON JUDGMENT DENNISTON, BUTLER & RIDDICK _day of 82393 day of Nov. Plaintiff, Defendant Garnishee, Attorney 19_68 19

Cano K

STATE OF ALABAMA

Baldwin County

TO Frank H. Lee

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of. Association, THE AMERICAN NATIONAL BANK & TRUST COMPANY, A National Banking / Plaintiff Plaintiff

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Uni-Crest Homes, a corp.;

Tidewater Homes, Inc., a corp.; Bienville Investment Co., Inc., a corp; and International Acceptance Corporation, a corp.

ha..ve been named as Garnishee...\$..

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

19th day of November 19.68

Clerk of the Circuit Court.

#82393	NOTIC	TO DEFENDANT OF GARNISHMENT BY CLERK OF CIRCUIT COURT	FRANK H, LEE- Uni-Grest Homes on Ala, Hwy, #59	THE AMERICAN NATIONAL BANK & TRUST COMPANY, A National Banking AREMES Association, Plaintiff	VS. FRANK H, LEE	: :	namilton, Denniston, Budet of Arun,
secenced 19th day of 7000, 1968	on Treme St. des	By. W. Q. Lellow. D. S.	Sheriff claims Ten Cents per mile Total \$ 2.2. TAYLOR WILKINS, Sheriff TAYLOR WILKINS, SHERIFF BY DEPUTY SHERIFF				

STATE	OF	ALABAMA
Bal	dwin	County

CIRCUIT	COURT,	BALDWIN	COUNTY	
***************************************	••••	**********	TERM,	19

To any Sheriff of the State of	Alabama, Greetin	g:			
WHEREAS, at a regu	lar T	erm, 19	, of the C	Circuit Court of	Baldwin
County, to-wit: On the	4thday of	September		8., being a regul	ar day of
said term, .The American	.National Bank	&.Trust.Com	any.,ANati	onal Banking	Association
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recovered judgment against	Frank H. Lee				
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\$139,479.45) for the sum of One Hundred	5.95	*	Ser	rentur-nine and	45/100 - st of suit,
and affidavit having been m Riddick that process of garnishment i	•	1			
the following named persons		- 1	69 3		100 (100 (100 (100 (100 (100 (100 (100
International Acceptan	ce Corporation	, a corporati	on, One Mi	le South of Sta	pleton
toward Loxley on Ala.	Hwy. 59	3)	•••••	••••	
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control money or effects be	longing to the de	fendantFr.	ank H. Lee		•
Herein fail not, and h	ave you then and t	here this Writ.			
Witness, ALICE J. DUCK,	Clerk of said Court.	this19th	day of	Nov. A. D.	, 19 <u>.68</u>
Issued19th day				,	
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and on 36 By sorvice on Bank H Les on tilea notional acceptance Coop I served a copy of the within Wald Jen Cents per mile Total \$ 2 % Sheriff claims TAYLOR WILKINS, Shariff _day of___ Returnable ssued CIRCUIT COURT, BALDWIN COUNTY THE IMERICAN NATIONAL BANK & TRUST CO., International Acceptance Corp., a corp., A National Banking Association, FRANK H. LEE, Moore Printing Co. - Bay Minette, Alabama GARNISHMENT ON JUDGMENT 8239 } _day of day of Nov. Plaintiff, Garnishee Defendant, BUTLER & RIDDICK Attorney 19 68 9

Received__/

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STATE OF ALABAMA

CIRCUIT	COURT,	BALDWIN	COUNTY	
	***************	*********	TERM,	19

Baldwin County		TERM, 19
To any Sheriff of the State of Alaba	ma Greeting:	
		Circuit Court of Baldwin
	day of September 19	
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	ional Bank & Trust Company, A	-
	1 17 7	
recovered judgment against	nk H. Lee	

(\$139,479.45) for the sum of One Hundred Thirt	y-nine Thousand, Four Hundred	Seventy-nine and 45/100/
	Charles R. Butler, Jr., of	Hamilton, Denniston, But
Riddick that process of garnishment is believ	ed to be necessary to obtain satisfaction	on of such Judgment, and that
the following named persons or con		
Uni-Crest Homes, a corporati	on, -Ala. Highway 59 - One Mi	le South of Stapleton
toward Loxley,		······································
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CIRCUIT COURT, BALDWIN COUNTY No. 8239 ½ No. 8239 ½ THE AMERICAN NATIONAL BANK & TRUST CO., A National Banking Association, Plaintiff, VS. CARNISHMENT ON JUDGMENT and: PRANK H. LEE, Defendant and: CARNISHMENT ON JUDGMENT and: PRANK H. LEE, Defendant garnishee Sued 19th day of Nov. 1968 Returnable day of Nov. 1968 HAMILTON, DENNISTON, BUTLER & RIDDICK Attorney	RCUIT COURT, BALDWIN CO No. 8239 3 No. 8239 3 E AMERICAN NATIONAL BANK & T National Banking Association Plaintiff, ANK H. LEE, CARNISHMENT ON JU ANK H. LEE, Defendant d: 19th day of Nov. 19th day of Nov. MILTON, DENNISTON, BUTLER &	Returned		ir .					Yamaa aa	TAYLOR WILKINS, Sheriff	Sy service of 1			Received 19 day of 100 11
		,,DENNISTON, BUTLER & RIDDICK Attorney	aran da sa da	day of	19th day of Nov. 1968	CREST HOMES, A Corp., Garnishee	GARNISHMENT ON JUDGMENT	and	Banking Association, Plaintiff,	OU WOLIGH 3 ANY G LYNOLLIN	\$7.0	8239	COURT, BALDWIN CO	

THE AMERICAN NATIONAL BANK AND TRUST COMPANY, : IN THE CIRCUIT COURT OF

a National Banking Association,

BALDWIN COUNTY, ALABAMA

Plaintiff,

VS.

No. $8,239\frac{1}{2}$

FRANK H. LEE,

Defendant,

TIDE WATER HOMES, INC.,

Garnishee.

ANSWER OF GARNISHEE

Comes now TIDE-WATER HOMES, INC., Garnishee in the above styled cause, and for answer to the WRIT OF GARNISHMENT heretofore served on an agent, servant or employee of Garmshee, says as follows:

1. The Garnishee, TIDE-WATER HOMES, INC., the correct name of which is TIDE-WATER HOMES CORPORATION, is not indebted to the defendant FRANK H. LEE, at the time of the service of the WRIT OF GARNISHMENT in said cause, or at the time of making this answer, and it does not expect to be indebted in the future to said Defendant by a contract existing at the time of the service of the Garnishment and making of this answer, and the said Garnishee does not have in its possession, or under its control, money or effects belonging to the said Defendant.

TIDE-WATER HOMES CORPORATION

STATE OF ALABAMA, COUNTY OF BALDWIN.

Before mer the undersigned authority, personally appeared , who is known to me and who, be by me duly sworn, on oath deposes and says: That he is deserted of TIDE-WATER HOMES CORPORATION, and being informed of the contents of the foregoing instrument and being informed of the truth of the facts contained therein, he voluntarily executed the same for and as the act of said Corporation...

Sworn to and Subscribed before me

My Commission Expires:

day of December, on this the _

Zarrel Notary Public, Baldwin County, Alabama

County, Alabama 17, 1970 EVOL 59 PAGE 935

THE AMERICAN NATIONAL BANK AND TRUST COMPANY, : IN THE CIRCUIT COURT OF

a National Banking Association,

Plaintiff,

BALDWIN COUNTY, ALABAMA

VS.

FRANK H. LEE,

82-39/2

Defendant,

BIENVILLE INVESTMENT COMPANY, INC.,

Garnishee.

ANSWER OF GARNISHEE

Comes now BIENVILLE INVESTMENT COMPANY, INC., Garnishee in the above styled cause, and for answer to the WRIT OF GARNISHMENT heretofore served on an agent, servant or employee of Garnishee, says as follows:

1. The Garnishee, BIENVILLE INVESTMENT COMPANY, INC., the correct name of which is BIENVILLE INVESTMENT CORPORATION, is not indebted to the Defendant, FRANK H. LEE, at the time of the service of the WRIT OF GARNISH-MENT in said cause, or at the time of making this answer, and it does not expect to be indebted in the future to said Defendant by a contract existing at the time of the service of the Garnishment and making of this answer, and the said Garnishee does not have in its possession, or under its control, money or effects belonging to the said Defendant.

BIENVILLE INVESTMENT CORPORATION.

STATE OF ALABAMA. COUNTY OF BALDWIN.

Before me, the undersigned authority, personally appeared , who is known to me and who, be by me duly sworn, on oath deposes and says: That he is Cuertain of BIENVILLE INVESTMENT CORPORATION, and being informed of the contents of the foregoing instrument and being informed of the truth of the facts contained therein, he voluntarily executed the same for and as the act of said Corporation.

Swore to and Subscribed before me on this the _____ day of December, 1968.

Melleon Sanet

Notary Public, Baldwin County, Alabama

My Commission Expires: November 17, 1970

ALES J. DOWN REGISTER

THE AMERICAN NATIONAL BANK & TRUST COMPANY,) IN THE CIRCUIT COURT OF
·) BALDWIN COUNTY, ALABAMA
Plaintiff,) AT LAW NO. 8239-1/2A
vs.	•
)
FRANK H. LEE,)
Defendant,	,
GREAT AMERICAN HOMES	
CORPORATION, a corporation,)
Garnishee.)

DEMAND FOR ORAL ANSWER

Now comes the Plaintiff in the above styled cause and demands an oral examination of the Garnishee in this cause.

Dated this the 13th day of December, 1971.

HAMILTON, BUTLER, RIDDICK & LATOUR

By Marie Allows Attorneys for Plaintiff

Address: P. O. Box 1743

Mobile, Alabama 36601

FILED

DEC 15 1971

EUNICE B. BLACKMON CIRCUIT

	NATIONAL BANK)	IN THE CIRCUIT COURT OF
& TRUST COME	•)	BALDWIN COUNTY, ALABAMA,
	Plaintiff,)	AT LAW NO. 8239-1/2A
VS.)	
FRANK H. LEE	•)	
	Defendant,)	
GREAT AMERIC	AN HOMES a corporation,	``	
ooid oldsi tolk,	*	,	
	Garnishee.)	
2			

ORDER FOR ORAL EXAMINATION

To Great American Homes Corporation:

The Plaintiff in this case having made an application for an oral examination of the Garnishee in this cause, you are hereby notified to be and appear before me on the <u>76</u> day of January, 1972, at 9:00 o'clock A.M., at the Court House in Baldwin County, Alabama, to answer orally as the Garnishee in the above entitled cause.

Witness my hand this the 13th day of December, 1971.

FILED

DEC 15 1971

CIRCUIT JUDGE

EUNICE B. BLACKMON CIRCUIT

SHERIFF'S RETURN

Executed by handi	ng a copy of the above	to
Beaute H. Lin, as	- olyfredat	_ of Great
American Homes Corporation,	on this the $\cancel{\underline{a}}\cancel{\underline{y}}$ day	of fineng,
197		

SHERIFF 1/24/72

8235/2

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TAYLOR VELKINS SHERIFF

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THE AMERICAN NATIONAL BANK & TRUST CO.,) A National Banking Association,

Plaintiff,

VS.

Corporation, Garnishee

FRANK H. LEE

Defendant

Great American Homes Corp., a

IN THE
CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, AT LAW
NO. 8239 &A

FRANK H. LEE, THE DEFENDANT, BEING FIRST DULY SWORN, TESTIFIED AS FOLLOWS:

Examination by Mr. Hamilton.

- Q. You are Mr. Frank H. Lee?
- À. Yes sir.
- Q. Mr. Lee, in connection with this judgment of the American
 National Bank & Trust Co. of Mobile against you personally
 for some \$139,000.00 or \$140,000.00, as you know a garnishment
 was filed and you, on behalf of your Company, Great American
 Homes Corporation, answered not indebted, and this hearing
 is on oral examination and I want to ask you some questions
 about your Company and connections with it.
- Q. Are you President of Great American Homes Corporation?
- A. Yes sir.
- Q. How long have you been sucn?
- A. Since the inception.
- Q. Are you a stockholder of the Company?
- A. No sir.
- Q. Who owns the stock in the Company?
- A. My wife, my son, Howell Lee and B. N. Ivey.
- Q. Who is Mr. Ivey, is he a relative of yours?
- A. No.
- Q. In what proportion is the stock owned by each?
- A. I could not answer that off hand exactly - I would say probably equal between my son and my wife = = probably 45 or 46%.
- Q. You have remarried, have you?
- A. Yes.
- Q. When?
- A. Approximately three years ago. (page 1)

- Q. When was Great American Homes organized?
- A. in 1969 I believe.
- Q. Were you married then?
- A. Yes sir.
- Q. What salary are you paid by Great American Homes as its President?
- A. I am not paid a salary.
- Q. Do you work for nothing?
- A. Yes sir.
- Q. What sources of income do you have?
- A. I don't have any income now, ,Mr. Hamilton.
- Q. Has the Corporation paid any dividends since its formation?
- A. No sir.
- Q. What does the corporation own?
- A. What manner are you talking about?
- Q. In general what are its assets?
- A. Construction equipment, trucks and cars and the normal construction things.
- Q. Does it own any real property?
- A. No.
- Q. When your son and your wife and Mr. Ivey acquired stock in the corporation what consideration was paid?
- A. They paid the book value at the time something like \$6,000.00 or \$7,000.00
- Q. What is the present book value?
- A. I could not answer that, sir. I don't know .
- Q. Did they pay cash?
- A. Yes sir.
- Q. How much did you wife pay?
- A. She would have paid her prorata part; I don't recall the exact percentage.
- Q. And you work for the corporation without any recompense whatever?
- A. I'm not working full time; I only work part time. I was (page 2)

in the hospital for six months with a heart attack last year - last January; I came back in June and Howell came with me when he got out of college and in July I started back very little time working. I go down may be a couple of hours a day.

- Q. Were you ever paid a salary by the Corporation?
- A. Yes sir.
- Q. Up until when?
- A. Up until probably June or July of last year.
- Q. But you are still working for the Company and still President?
- A. I am President and I work part time; some days I don't go down at all and some days I go down for an hour and sometimes in the morning I go for an hour and in the afternoon for an hour.
- Q. The Corporation is active?
- A. Yes sir.
- Q. Is it engaged in building homes under the Farm Home -Farmers Home Administration plan?
- A. Yes sir.
- Q. Any other activities?
- A. No sir.
- Q. How many houses does it have under construction now?
- A. Idon't know sir; I could not answer that.
- Q. Does it buy the land on which the houses are constructed?
- A. Yes sir.
- Q. And then builds and re-sells?
- A. Yes sir.
- Q. I have here a copy of Area Magazine dated September 1971 with a write-up of your operations and pictures a picture of one of the houses you have constructed and you are in the picture and it s peaks of Frank Lee, President of the Great American Homes, discussing along with the President of the Camden National Bank, and the homes Frank Lee could build. Is that designation of the Company a Frank Lee Company erroneous?
- A. I would say it would be, sir, per se it would yes sir. (page 3)

- Q. Did you say how many houses are under construction now?
- A. I answered I don't know.
- Q. Would you estimate?
- A. No.
- Q. How many are usually under construction?
- A. Mr. Hamilton, I don't keep up with it that thoroughly now.
- Q. Your estimate -
- A. - I would say we have probably 20 or 25.
- Q. What other occupation do you have? - You say that you work part time for the Corporation?
- A. I don't have any other occupation.
- Q. Does your wife have substantial means?
- A. Yes sir.
- Q. What does she do?
- A. Works for the Corporation.
- Q. Does she draw a salary?
- A. Yes sir.
- Q. How much \$14,000.00 or \$15,000.00 a year.
- Q. How long has she worked for the Corporation?
- A. Ever since it has been started.
- Q. Has she drawn a salary like that from the inception?
- A. She probably has for the last year; she drew some salary prior to that.
- Q. What salary does your son draw?
- a. \$16,000.00 a year.
- Q. Your wife draws \$14,000.00 and your son \$16,000.00 a year?
- A. Yes sir.
- Q. Is the corporation making a profit now?
- A. It makes a little.
- Q. Did **you** put anything at all into that Corporation by way of money or property?
- A. To start with?
- Q. Yes?
- A. No sir - I put borrowed money to start with. (page 4)

- Q. You borrowed money?
- A. Yes sir.
- Q. How was that handled with the Corporation. Did it borrow money from you?
- A. That is right; it was borrowed not from me but a third party and paid back.
- Q. Who borrowed it?
- A. I did.
- Q. How did the corporation get it?
- A. Got it directly from the man that it was borrowed from.
- Q. Frank, how do you propose to handle this judgment of the Bank against you?
- A. I don't have any idea, Mr. Hamilton.
- Q. You have no assets now?
- A. No sir.

CERTIFICATE

I, Louise Dusenbury, Official Court Reporter, 28th

Judicial Circuit of Alabama, hereby certify that the foregoing

testimony was taken by me in open Court, before Judge Telfair

J. Mashburn, Judge of said Court, on Wednesday, January 26, 1972.

This 26th day of January, 1972.

Official Court Reporter

STATE OF ALABAMA

Baldwin County

TO F	RANK H. LEE	*		, D	efendant:	^
			TED that a Writ o			n the case of
TheA	merican Nationa	1 Bank & Tr	ust Coa Nati	onalBanki:	ng.Association	Plaintiff
versus	Frank H. Lee			*******	De	fendant,
now p	ending in the Circui	t Court of Bald	lwin County, Alab	ama, Law Si	de, in which	
Gr	reat American Ho	mes Corpora	tion, a corp	Camden, A	labama	,,
ha.s	. been named as Ga	rnishee				
	IN WITNESS	WHEREOF, I	have hereunto se	t my hand an	d affixed my seal (on this the
12th	lay ofOct.	19 <u>.71</u> .	. .			
			*******		Clerk of the C	ircuit Court.

plaint with

THE	STATE	OF	ALABAMA
	BALDWIN	COU	NTY

CIRCUIT	COURT,	BALDWIN	COUNTY	
			TERM	19

	TERM, 19
	To any Sheriff of the State of Alabama, Greeting:
	WHEREAS, at a regularSept. Term, 19.68, of the Circuit Court of Baldwin
	County, to-wit: On the
	said term, The American National Bank & Trust Company, a National Banking Association
	recovered judgment against Frank H. Lee
	Seventy-nine & 45/100 for the sum ofOne Hundred Thirty-nine Thousand Four Hundred Dollars, and cost of suit,
	and affidavit having been made by Thomas A. Hamilton Attorney
	that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that
	the following named persons or corporations, vis:
	Great American Homes Corporation, a corporation
	·
	,
	has or is believed to have inits possession, or underits control money
	or effects belonging to said defendant Frank H. Lee or that is, or
150500000	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, 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 Great American Homes Corporation,
	You Are Therefore Hereby Commanded to Summon
	a corporation, Camden, Alabama
	,
	to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof,
	in the city of Bay Minette, within 30 days from,
	the service of the garnishment, or at the makinganswer, or at any time intervening the time of
	serving the garnishment, and making the answer was indebted to said defendant
Fr	ank H. Lee and whether will not be indebted in future to said defendant
	ank H. Lee by a contract then existing, and whether by a contract then existingit
	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 proper-
	ty, and whetherit has not initspossession or underits
	control money or effects belonging to the defendant,
	Herein fail not, and have you then and there this Writ.
	Witness, Clerk of said Court, this 12th day of October A. D. 19.71
	Issuedday of
	ATTEST:

Galinee D. S. Melman Elerk

Executed this the 26 day of Out 1971.

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THE AMERICAN NATIONAL BANK & TRUST CO.
A NATIONAL BANKING ASSOCIATION

VS.

GARNISHMENT ON JUDGMENT

CIRCUIT COURT, BALDWIN COUNTY

No.

8239½A

FRANK H. LEE

corporation Camden, Alabama

Garnishee

Great American Homes Corporation, a

Issued

12th day of Oct.

19 71

10/26/7

Moore Printing Co. - Bay Minette, Ala.

ANSWER TO GARNISHMENT ON JUDGMENT

.

STATE OF ALABAMA COUNTY OF BALDWIN

IN CIRCUIT COURT, BALDWIN COUNTY, ALABAMA

THE AMERICAN NATIONAL BANK & TRUST COMPANY, PLAINTIFF

82391/2A

GREAT AMERICAN HOMES CORPORATION, A CORPORATION, GARNISHEE

Now comes Great American Homes Corporation, a Corporation and files this answer to Writ of Garnishment served on the President of the Corporation on October 26, 1971, by the Sheriff of Wilcox County, Alabama, wherein Great American Homes Corporation was required to answer in duplicate to the Circuit Court for Baldwin County at the Court House thereof in the City of Bay Minette, within thirty (30) days from the service of the garnishment, or at the making its answer, or at any time intervening the time of serving this garnishment, and making the answer it was indebted to the said Frank H. Lee and whether it will not be indebted in future to the said Frank H. Lee 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, Frank H. Lee.

In answer to said garnishment the undersigned Great American Homes Corporation does say as follows, and to-wit:

That at the time of making its answer or anytime intervening the time of serving the garnishment, and making the answer, it was not indebted to the said defendant, Frank H. Lee and it will not be indebted in future to the said defendant, Frank H. Lee, by a contract then existing, and there is no contract existing during this period whereby this Corporation is liable to the said defendant, Frank H. Lee, 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 this Corporation does not have in its possession or under its control money or effects belonging to the said defendant.

And having fully answered, Garnishee prays that it may go hence with its costs in its behalf expended.

GREAT AMERICAN HOMES CORPORATION

Sworn and subscribed before me this 18th day of 7

MY COMMISSION EXPIRES: 3/11/74

FILED

NOV 23 1971

EUNICE B. BLACKMON CIRCUIT

HAMILTON, BUTLER, RIDDICK & LATOUR

ATTORNEYS AND COUNSELLORS AT LAW

AMERICAN NATIONAL BANK BUILDING

MOBILE, ALABAMA

J. GAILLARD HAMILTON (1889-1956)

CABLE ADDRESS:
HAMILTONS

PETER HAMILTON (1838-1888)

THOMAS A HAMILTON (1844-1897)

October 11, 1971

TELEPHONE:432-7517 AREA CODE 205

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

Dear Mrs. Duck:

THOMAS A. HAMILTON CHARLES R. BUTLER HARRY H. RIDDICK

OLIVER J. LATOUR, JR. JAMES W. TARLTON, III

JOSEPH M. ALLEN, JR.

Enclosed is affidavit for garnishment on judgment of The American National Bank & Trust Company against Frank H. Lee, naming Great American Homes Corporation as garnishee.

Both the defendant and the garnishee are in Camden, Alabama, and have offices over the bank there.

Please let writ of garnishment issue and send same for service to the Sheriff of Lowndes County, at Camden, Alabama.

Thanking you, I am

Yours respectfully,

For the Firm

TAH:gnj #20,268 Enclosure

cc: Mr. Ed Cannon

THE STATE OF ALABAMA

CIRCUIT COURT

the undersigned a Personally appeared before me, Annie Extended in the condition of the con	uthority,
and State aforesaid Thomas A. Hamilton	
who being duly sworn, on oath says, that on the4th Baldwin in the Circuit Court of woods County, in Case No. 8239-	1/2The PlaintiffThe American
National Bank & Trust Company, a Nation	al Banking Association,
recovered a judgment against Frank H. Lee	
	······································
. 4. ° 	the Defendant, whose address
is Camden, Alabama	
for the sum of One Hundred Thirty-nine Thousa	and Four Hundred Seventy-nine & 45/10
Dollars, besides costs of suit; that said judgment remain	s wholly unsatisfied and in full force and effect;
that Great American Homes Corporation,	a corporation,
whose address is Camden, Alabama	
WILLOS IS MAINTAINE PROPERTY OF THE PROPERTY O	
	Events II Too
is supposed to be indebted to or have effects of the said	Frank H. Lee
	· · · · · · · · · · · · · · · · · · ·
initspossession or under	its
control, and that he believes process of Garnishment again	st the said Great American Homes
Corporation	
is necessary to obtain satisfaction of said Judgment.	
1	
- Muna G	Maum
Thomas A. Hamil	ton
Sworn to and subscribed this 11th	
day of October A.D., 19 71	EN LANGE TO STATE OF THE PARTY

Notary Public, Mobile County, Eleck Alabama EUNICE B. BLACKWON ERROW.

CIRCUIT COURT

No.....

Vó.

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

.....19......

Clerk.

Filed in Office,