

STATE OF ALABAMA

Baldwin County

TO THOMAS W. ELLISON, Defendant.....:

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

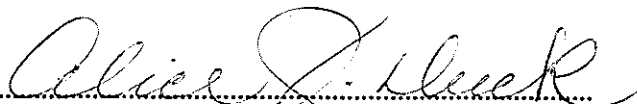
..... BALDWIN NATIONAL BANK OF ROBERTSDALE, A CORPORATION, Plaintiff.....,versus THOMAS W. ELLISON, Defendant.....,

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

..... INTERNATIONAL PAPER COMPANY BAY MINETTE, ALABAMA

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

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

..... 9th day of September, 19 68.....
.....
Clerk of the Circuit Court.

8309

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO

.....
.....
.....
.....
Plaintiff....

VS.

.....
.....
.....
.....
Defendant....

BOND

The State of Alabama, }

Baldwin County

CIRCUIT COURT

#8309

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Baldwin National Bank of Robertsdale, Alabama

are held and firmly bound unto Thomas W. Ellison

in the sum of _____ DOLLARS,

to be paid to the said Thomas W. Ellison

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 September, 1968

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound Baldwin National Bank of Robertsdale

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Thomas W. Ellison

the sum of Four Hundred Thirty Eight and 94/100 (\$438.94) Dollars,

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

International Paper Company, Bay Minette, Alabama

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 he 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 ~~certify~~ certify that we have property free from all incumbrance, to the full amount of the above bond.

BALDWIN NATIONAL BANK

(Seal)

BY: ROBERT I. GULEEDGE

(Seal)

Approved this 9 day of Sept

A. D., 1968

Clerk.

The State of Alabama
Baldwin County

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

in and for said County, personally appeared Phyllis S. Nesbit, Attorney for Baldwin
National Bank of Robertsedale, Alabama

who, being duly sworn, doth depose and say that Thomas W. Ellison is indebted
to the Baldwin National Bank of Robertsedale, Alabama

~~XXXXXX~~ in the sum of _____ Dollars,
and that it has commenced on suit by summons and complaint on said indebtedness
against the said Thomas W. Ellison

and that International Paper Company, Bay Minette, Alabama

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in its
possession, or under its control, and that she believe that process of Garnishment against the said
International Paper Company, Bay Minette, Alabama

is necessary to obtain satisfaction of said claim; and that the said International Paper Company
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.

Sworn to and subscribed before me this 9th day of September 1968
Phyllis S. Nesbit
Attorney for Plaintiff
Alice J. Duck, Clerk Circuit Court.

116

No. _____	THE STATE OF ALABAMA Baldwin County.	CIRCUIT COURT	TO	Plaintiff _____	Defendant _____	Bond and Affidavit in Garnishment on Summons	Filed this _____ day of _____, 19____	Clerk.
-----------	-----------------------------------------	---------------	----	-----------------	-----------------	-------------------------------------------------	---------------------------------------	--------

Printed by Moore Ptg. Co.

743-A

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT
8309

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Baldwin National Bank of Robertsdale, Alabama

are held and firmly bound unto Thomas W. Ellison

in the sum of Five hundred DOLLARS,

to be paid to the said Thomas W. Ellison

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 28th day of October, 1968

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound
Baldwin National Bank of Robertsdale

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Thomas W. Ellison

the sum of Four Hundred Thirty Eight and 94/100 Dollars,

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

Continental Motors Corporation, Brookley Air Force Base
Mobile, Alabama

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 he 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.

BALDWIN NATIONAL BANK

(Seal)

BY: ROBERT T. GULLEDGE

(Seal)

(Seal)

Approved this 28 day of Oct, A. D., 1968

Clerk.

The State of Alabama

Baldwin County

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

in and for said County, personally appeared Phyllis S. Nesbit, Attorney for Baldwin National Bank of Robertsdale, Alabama

who, being duly sworn, doth depose and say that Thomas W. Ellison is indebted to the Baldwin National Bank of Robertsdale, Alabama

~~indebted to~~ in the sum of _____ Dollars,

and that it has commenced on suit by summons and complaint on said indebtedness against the said Thomas W. Ellison

and that CONTINENTAL MOTORS CORPORATION, Brookley Air Force Base Mobile, Alabama

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in its possession, or under its control, and that she believes that process of Garnishment against the said Continental Motors Corporation, Brookley Air Force Base

Mobile, Alabama 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.

Sworn to and subscribed before me this _____ day of _____ 1968

Attorney for Plaintiff

Clerk Circuit Court.

116

No. _____

THE STATE OF ALABAMA

Baldwin County.

CIRCUIT COURT

Plaintiff _____

TO

Defendant _____

Bond and Affidavit in Garnishment
on Summons

Filed this _____ day of _____, 19____

Clerk.

Printed by Moore Ptg. Co.



INTERNATIONAL PAPER COMPANY

POST OFFICE BOX 849, BAY MINETTE, ALABAMA 36507, PHONE 205 937-5546

MOBILE, ALABAMA PHONE 205 432-0706

CONTAINER DIVISION

September 9, 1968

Circuit Court of Baldwin County
Bay Minette
Alabama

Attention: Mrs. Alice Duck

Dear Mrs. Duck:

Mr. Thomas Ellison is no longer employed by International Paper Company. I do not know his present employer or his address.

If I can be of further assistance, please call me.

Sincerely,

INTERNATIONAL PAPER COMPANY
CONTAINER DIVISION

C. D. Weatherford
Personnel Supervisor

CDW/sm

FILED

SEP 12 1968

ALICE J. DUCK CLERK
REGISTER



INTERNATIONAL PAPER COMPANY

POST OFFICE BOX 849, BAY MINETTE, ALABAMA 36507, PHONE 205 937-5546

MOBILE, ALABAMA PHONE 205 432-0706

September 20, 1968

CONTAINER DIVISION

Mr. Alice Duck
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Thomas E. Ellison

Dear Mrs. Duck:

Please be advised that the above person is no longer
in our employ.

Thanking you, we are.

Sincerely,

INTERNATIONAL PAPER COMPANY
CONTAINER DIVISION

C. D. Weatherford
C. D. Weatherford
Personnel Supervisor

CDW:sa
Enclosure

FILED

SEP 20 1968

ALICE J. DUCK CLERK
REGISTER

BALDWIN NATIONAL BANK

OF ROBERTSDALE

ROBERTSDALE, ALABAMA

#2084
8-7-67

Principal	\$253.00
Interest	20.83
Ins.-Rec. Fee	7.33
\$	281.16
July 7, 1967	

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of the BALDWIN NATIONAL BANK OF ROBERTSDALE, at its office in Robertsdale, Alabama, the sum of Two hundred eighty-one and 16/100 Dollars payable in 12 installments of \$ 23.43 each except the first installment which is in the sum of \$ _____; the first installment shall be due on August 7, 1967 after date hereof, and one of such remaining installments shall be due on the 7th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgement against, filing of petition in bankruptcy 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 successor 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 (less a sum equal to 8% per annum on the respective installments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or of any State, as to personal property, and they each severally agree to pay all cost 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 or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. 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 or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall be so elect, nor be liable for any failure or omission in respect thereof.

The undersigned have subscribed their names hereto without condition that any one else should sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

ADDRESS:

Route 2, Box 218
Bay Minette, Ala.

SIGNATURE OF MAKER (S):

Thomas W. Ellison
Thomas W. Ellison

Date of Payment	Amount of Payment	Interest Paid	Paid on Principal	Balance Due	RECORD
AUG 22 1967	2343		2343	25773	8-1-67
	2343		2343	23430	9-7-67
DEC 18 1967	1556		1556	21874	10-7-67 - 2.87
MAY 24 1968	21874		21874	- 0 -	

Date of Payment	Amount of Payment	Interest Paid	Paid on Principal	Balance Due	RECORD
AUG 22 1967	2343		2343	25773	8-1-67
DEC 18 1967	2343		2343	23430	9-7-67
MAY 24 1968	1556		1556	21874	10-7-67 - 2.87
	21874		21874	- 0 -	

BALDWIN NATIONAL BANK

OF ROBERTSDALE

ROBERTSDALE, ALABAMA

Principal 240.00
Interest 19.68
Ins.-Rec. Fee 6.96
\$ 266.64
August 16 19 67

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of the BALDWIN NATIONAL BANK OF ROBERTSDALE, at its office in Robertsdale, Alabama, the sum of Two Hundred sixty-six and 64/100 Dollars payable in 12 installments of \$ 22.22 each except the first installment which is in the sum of \$ Same; the first installment shall be due on September 21 19 67 after date hereof, and one of such remaining installments shall be due on the _____ day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgement against, filing of petition in bankruptcy 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 successor 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 (less a sum equal to 8% per annum on the respective installments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or of any State, as to personal property, and they each severally agree to pay all cost 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 or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. 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 or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall be so elect, nor be liable for any failure or omission in respect thereof.

The undersigned have subscribed their names hereto without condition that any one else should sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

ADDRESS:

Loxley, Alabama

SIGNATURE OF MAKER (S):

Thomas W. Ellison
Thomas W. Ellison

In consideration of One Dollar (1.00) received and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one, jointly and severally) hereby agree to all of the provisions of the within note, and do unconditionally guarantee to the payee herein, its, his or her, successors and assigns, and every subsequent holder of said note, irrespective of the genuineness, validity, legality or enforceability thereof, or of the obligation evidenced hereby, or of any collateral therefore, and irrespective of any other circumstance or condition, that all sums stated therein to be payable shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, with 8% interest after maturity.

[illegible]

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Baldwin National Bank of Robertsedale, Alabama

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court
of said County, against Thomas W. Ellison

for the sum of _____ Dollars and whereas, the said

Baldwin National Bank of Robertsedale

has entered into bond, and made affidavit by law that the said _____

Thomas W. Ellison

is indebted to Baldwin National Bank in the sum of ~~FOUR HUNDRED THIRTY EIGHT~~
AND 94/100 DOLLARS (\$438.94)

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such
judgment as may be recovered by Plaintiff, and that _____

International Paper Company, Bay Minette, Alabama

_____ is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said _____

International Paper Company, Bay Minette, Alabama

_____ to be and appear at the _____ term of the Circuit Court, to
within 30 days service of this writ

be holden for the County of Baldwin, on ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, 19____
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at
the time of making your answer, or at any time intervening between the time of serving the gar-
nishment and making the answer, you were indebted to the defendant, and whether, you will
not be indebted to him in the future by a contract then existing, and whether by a contract then
existing, you are liable to him 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 pro-
perty, and whether you have not in your possession or under your control money or effects be-
longing to the defendant.

Witness my hand this 9th day of Setpember, 19 68

Alice Z. Luck
Clerk.

No. 4307

Circuit Court of Baldwin County

vs.

Garnishment On Summons

Issued _____ day of _____, 19____

Plaintiff's Attorney

STATE OF ALABAMA

Baldwin County

TOTHOMAS W. ELLISON....., Defendant.....:

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

.....BALDWIN NATIONAL BANK OF ROBERTSDALE, A CORPORATION....., Plaintiff.....,

versusTHOMAS W. ELLISON....., Defendant.....,

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

.....INTERNATIONAL PAPER COMPANY..... BAY MINETTE, ALABAMA.....

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

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

9th day ofSeptember....., 1968.....

Alice J. Luck
.....
Clerk of the Circuit Court.

E-9-20-68

8207

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO

.....
.....
.....
.....
.....

Plaintiff.....

VS.

.....
.....
.....
.....
.....

Defendant.....

By service on

Received 9 day of Nov 1968
and on 20 day of Sept 1968
I served a copy of the within affidavit
on James W. Oliver

TAYLOR WILKINS, Sheriff
By W. A. Oliver S. S.

Lives at Loxley, Ala.

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
By W. A. Oliver

NO. 61-27

BALDWIN NATIONAL BANK OF
ROBERTSDALE, A CORPORATION

Plaintiff

VS.

THOMAS W. ELLISON

Defendant

I
I
I
I
I
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8309

The Plaintiff claims of the Defendant the sum of TWO HUNDRED EIGHTEEN AND 74/100 DOLLARS (\$218.74) balance due after all proper credits given on a promissory note made by the Defendant on the 7th day of July, 1967 and payable in Twelve (12) equal monthly installments of \$20.83 each payable on the 7th day of each month beginning August 7, 1967. The Plaintiff avers that the Defendant defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from December 18, 1967. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee of THIRTY FIVE DOLLARS (\$35.00).

2.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED TWENTY TWO and 20/100 DOLLARS (\$220.20) balance due after all proper credits given on a promissory note made by the Defendant on the 16th day of August, 1967 and payable in TWELVE (12) equal monthly installments of \$22.22 each payable on the 21st day of each month beginning September 21, 1967. The Plaintiff avers that the Defendant defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from December 18, 1967. The Plaintiff further avers that the Defendant agreed in

the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee of THIRTY FIVE DOLLARS (\$35.00).

WILTERS, BRANTLEY & NESBIT

BY:

Stephen D. Nesbit
Attorney for Plaintiff

FILED

SEP 9 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. 8309

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon THOMAS W. ELLISON

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.....

THOMAS W. ELLISON..... Defendant.....

by BALDWIN NATIONAL BANK OF ROBERTSDALE, A CORPORATION

..... Plaintiff.....

Witness my hand this 9th day of Sept 19.....

Ulice J. Luck Clerk

No. 8349

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

..... Baldwin National Bank of

..... Robertsdale, a Corporation
Plaintiffs

vs.

..... Thomas W. Ellison
Defendants

SUMMONS AND COMPLAINT

Filed 19.....

..... Clerk

WILTERS, BRANTLEY & NESBIT

BY:
Plaintiff's Attorney

.....
Defendant's Attorney

Defendant lives at

..... Loxley, Alabama

Received In Office

..... 19.....

..... Sheriff

I have executed this summons

this 19.....

by leaving a copy with

.....

.....

.....

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.....

.....

....., Sheriff

.....

..... Deputy Sheriff

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Baldwin National Bank of Robertsdale, Alabama

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court

of said County, against Thomas W. Ellison

for the sum of _____ Dollars and whereas, the said

Baldwin National Bank of Robertsedale

has entered into bond, and made affidavit by law that the said

Thomas W. Ellison

is indebted to Baldwin National Bank in the sum of FOUR HUNDRED THIRTY EIGHT
AND 94/100 DOLLARS (\$438.94)

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such

judgment as may be recovered by Plaintiff, and that

International Paper Company, Bay Minette, Alabama

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said

International Paper Company, Bay Minette, Alabama

_____ to be and appear at the _____ term of the Circuit Court, to

within 30 days service of this writ

be holden for the County of Baldwin, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the time of making your answer, or at any time intervening between the time of serving the garnishment and making the answer, you were indebted to the defendant, and whether, you will not be indebted to him in the future by a contract then existing, and whether by a contract then existing, you are liable to him 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 you have not in your possession or under your control money or effects belonging to the defendant.

Witness my hand this 9th day of Setpember, 1968

Clerk.

RECEIVED

SEP 9 1968

TAYLOR WILKINS
SHERIFF

Received 9 day of Sept 1968
and on 9 day of Sept 1968
I served a copy of the within Writ
on Judge Taylor

By service on

Charles Weatherford

TAYLOR WILKINS, Sheriff

W. A. Taylor D. S.

No. 8309

Circuit Court of Baldwin County

BALDWIN NATIONAL BANK OF ROBERTSDALE
ALABAMA

VS.

Garnishment On Summons

THOMAS W. ELLISON

Issued 9th day of September, 19 68

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

BALDWIN NATIONAL BANK OF
ROBERTSDALE, A CORPORATION

Plaintiff

VS.

THOMAS W. ELLISON

Defendant

I

I

I

I

I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8309

1.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED EIGHTEEN AND 74/100 DOLLARS (\$218.74) balance due after all proper credits given on a promissory note made by the Defendant on the 7th day of July, 1967 and payable in Twelve (12) equal monthly installments of \$20.83 each payable on the 7th day of each month beginning August 7, 1967. The Plaintiff avers that the Defendant defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from December 18, 1967. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee of THIRTY FIVE DOLLARS (\$35.00).

2.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED TWENTY TWO and 20/100 DOLLARS (\$220.20) balance due after all proper credits given on a promissory note made by the Defendant on the 16th day of August, 1967 and payable in TWELVE (12) equal monthly installments of \$22.22 each payable on the 21st day of each month beginning September 21, 1967. The Plaintiff avers that the Defendant defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from December 18, 1967. The Plaintiff further avers that the Defendant agreed in

the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee of THIRTY FIVE DOLLARS (\$35.00).

WILTERS, BRANTLEY & NESBIT

BY:

Thos L Nesbit
Attorney for Plaintiff

FILED

SEP 9 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.

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon THOMAS W. ELLISON

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.....

THOMAS W. ELLISON

Defendant.....

by BALDWIN NATIONAL BANK OF ROBERTSDALE, A CORPORATION

Plaintiff.....

Witness my hand this.....

9th

day of

Sept

19.68

Celice J. Luck, Clerk

ef -

9-20-68

No. 8309

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Balwin National Bank of

Robertsdale, a Corporation

Plaintiffs

vs.

Thomas W. Ellison

Defendants

SUMMONS AND COMPLAINT

1. Notice

FILED

Filed 19.....

SEP 9 1968

Clerk

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Bay Minette
~~Boxley~~, Alabama

Received In Office

RECEIVED

19.....

SEP 9 1968

Sheriff

I have ~~mailed~~ ^{delivered} this summons

this

by leaving a copy with

Sept 20 1968
Thomas W. Ellison

STATE OF ALABAMA

Baldwin County

TO Thomas W. Ellison....., Defendant.....:

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

Baldwin National Bank of Robertsdale, Alabama....., Plaintiff.....

versus Thomas W. Ellison, *Loxley, Alabama*....., Defendant.....

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

Continental Motors Corporation, Brookley Air Force Base

Mobile, Alabama

has been named as Garnishee.....

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

24 day of *Oct*, 19 68*W. J. Luch*
Clerk of the Circuit Court.

30 Day of 68

30 of June 68

Zacharias W. Ellison

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT
#8309

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Baldwin National Bank of Robertsdale, Alabama

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court
of said County, against Thomas W. Ellison

for the sum of FOUR HUNDRED THIRTY EIGHT and 94/100 Dollars and whereas, the said
Baldwin National Bank of Robertsdale, Alabama

has entered into bond, and made affidavit by law that the said

Thomas W. Ellison

is indebted to Baldwin National Bank in the sum of

Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such
judgment as may be recovered by Plaintiff, and that

Continental Motors Corporation, Brookley Air Force Base

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said

Continental Motors Corporation, Brookley Air Force Base
Mobile, Alabama

to be and appear at the _____ term of the Circuit Court, to

Within 30 days service of this writ.

~~be made for the County of Baldwin, on~~ _____, 19

then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at
the time of making your answer, or at any time intervening between the time of serving the gar-
nishment and making the answer, you were indebted to the defendant, and whether, you will
not be indebted to him in the future by a contract then existing, and whether by a contract then
existing, you are liable to him 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 pro-
perty, and whether you have not in your possession or under your control money or effects be-
longing to the defendant.

Witness my hand this 28 day of

Oct

19 68

Alvin J. Wicks
Clerk

RECEIVED
OCT 28 1963
AIRMAIL

RAY D. HINDS, Sheriff
M. J. J. J. J.