

H. KENNEDY	§	IN THE CIRCUIT COURT OF
Plaintiff	§	BALDWIN COUNTY, ALABAMA
-VS-	§	CIVIL ACTION
DEXTER CORTE	§	CASE NO. 8441

REQUEST FOR DISCOVERY OF ASSETS

TO EUNICE B. BLACKMON, CLERK OF SAID COURT:

The plaintiff herein having recovered on the twenty-eighth day of July, 1970, a judgment against the defendant in the above-styled cause for the sum of Nine Hundred Seventy-two and 50/100 (\$972.50) Dollars and costs and such execution having been returned endorsed by the Sheriff of Baldwin County, Alabama, "no property found", the plaintiff now requests in writing that the Clerk of the Court will issue a notice to the said Dexter Corte requiring him to file in this Honorable Court within thirty days from the service of such notice a statement in writing under oath of all the assets of the said Dexter Corte, including money, choses in action, notes, bonds and accounts and all other property, real, personal or mixed, or any interest therein, with a detailed description of the same, the location and a reasonable value of each item thereof, together with a detailed statement of any and all liens, mortgages, or encumbrances thereon, showing the amounts due upon each, and the owner or holder of such liens, encumbrances or mortgages.


The said Dexter Corte resides in Fairhope, Alabama, and his last known post office number is Drawer C.

Dated this 8th day of March, 1974.

FILED

MAR 8 1974

EUNICE B. BLACKMON  
CIRCUIT  
CLERK

  
ATTORNEY FOR PLAINTIFF  
Post Office Box 1000  
Bay Minette, Alabama 36507

SUMMONS AND COMPLAINT

STATE OF ALABAMA  
BALDWIN COUNTY

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
CASE NO. \_\_\_\_\_  
\_\_\_\_\_ TERM, 1968

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Dexter Corte, Fairhope, Alabama, 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, Alabama, by H. Kennedy, Plaintiff, against Dexter Corte, Defendant.

WITNESS my hand this 20 day of November, 1968.

Alice J. Duck, CLERK.

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H. KENNEDY,	X	IN THE CIRCUIT COURT OF
Plaintiff,	X	BALDWIN COUNTY, ALABAMA
Vs.	X	AT LAW
DEXTER CORTE,	X	CASE NO. <u>8441</u>
Defendant.	X	

COUNT ONE:

The Plaintiff claims of the Defendant One Thousand Two Hundred and no/100 (\$1,200.00) Dollars, due by promissory note made by him on the 1st day of February, 1967; and payable on 1 January, 1968, with interest thereon.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleget that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$ 300.00 as a reasonable attorney's fee in the premises.

FILED

NOV 20 1968

Defendant's Address:  
Fairhope, Alabama

ALICE J. DUCK

CLERK  
REGISTER

Kenneth Cooper  
ATTORNEY FOR PLAINTIFF

24 12-6-68

CASE NO. 8441

DEFENDANT'S ADDRESS:

Fairhope, Alabama

H. KENNEDY,  
PLAINTIFF,  
VS.  
DEXTER CORTE,  
DEFENDANT.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

ATTORNEY FOR PLAINTIFF:  
KENNETH COOPER

Received 21 day of Nov 1968  
and on 6 day of Dec 1968  
a copy of the within Dexter Corte  
By service on Albin  
Hyre  
TAYLOR WILKINS, Sheriff  
By Randall D. S.

Sheriff claims 70 miles at  
Ten Cents per mile Total \$ 7.00  
TAYLOR WILKINS, Sheriff  
BY Kerry Randall  
DEPUTY SHERIFF

RECEIVED

H. KENNEDY

Plaintiffs

VS:

CASE NO. 8441

DEXTER CORTE

Defendants

WRIT OF DISCOVERY

TO DEXTER CORTE

TAKE NOTICE, THAT, WHEREAS THE PLAINTIF IN THE ABOVE ENTITLED CAUSE HAS REQUESTED IN WRITING, THE UNDERSIGNED, AS CLERK OF SAID COURT TO ISSUE NOTICE TO YOU AS DEFENDANT IN THE ABOVE ENTITLED CAUSE AND IN THE JUDGEMENT THEREIN, REQUIRING YOU TO FILE THE STATEMENT IN WRITING UNDER OATH OF ALL YOUR ASSETS, AS PROVIDED IN THE ACT OF THE LEGISLATURE OF ALABAMA, APPROVED SEPTEMBER 28, 1915, "TO PROVIDE FOR THE DISCOVERY OF ASSETS OF JUDGEMENT DEBTORS, AND TO FACILITATE THE ENFORCEMENT OR COLLECTION OF JUDGEMENTS IN COURTS OF LAW AND EQUITY IN THIS STATE," AND HAS FILED SAID REQUEST, IN WRITING, IN THIS CAUSE ENDORSED "NO PROPERTY FOUND" BY THE SHERIFF OF BALDWIN COUNTY, AND THAT YOU RESIDE IN THE STATE OF ALABAMA.

NOW THEREFORE, YOU, THE SAID DEXTER CORTE ARE, HEREBY REQUIRED, WITHIN 30 DAYS FROM THE SERVICE HEREOF, TO FILE IN THIS COURT A STATEMENT, IN WRITING, UNDER OATH, OF ALL YOUR ASSETS, INCLUDING MONEY, CHOSSES IN ACTION, NOTES, BONDS AND ACCOUNTS, AND ALL OTHER PROPERTY, REAL, PERSONAL OR MIXED, OR ANY INTERESTS THEREIN, WITH A DETAILED DESCRIPTION OF THE SAME, THE LOCATION AND REASONABLE VALUE OF EACH ITEM THEREOF, TOGETHER WITH A DETAILED LIST OR STATEMENT, OF ANY AND ALL LENDS, MORTGAGES OR ENCUMBRANCES THEREON.

WITNESS MY HAND THIS 8th DAY OF March 1974.

Eunice B. Blackmon
CLERK

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TO ANY SHERIFF IN THE STATE OF ALABAMA: GREETINGS.

YOU ARE HEREBY COMMANDED TO SERVE THE FOREGOING NOTICE UPON THE ABOVE NAMED Dexter Corte AND MAKE DUE RETURN OF YOUR SAID SERVICE AND OF THIS NOTICE.

Eunice B. Blackmon
CLERK

Epps

RECEIVED

MAR 11 1974

TAYLOR WILKINS  
SHERIFF

Received 11 day of March 1974  
and on 15 day of MARCH 1974  
I served a copy of the within Notice  
on Dexter Corte  
By service on Dexter Corte  
TAYLOR WILKINS, Sheriff  
By [Signature] D.S.

#8441

H. KENNEDY

VS:

DEXTER CORTE  
Fairhope, Alabama

NOTICE FOR DISCOVERY OF ASSETS

FILED

MAR 8 1974

EUNICE D. [Signature] CLERK

Sheriff claims 70 miles at  
Ten Cents per mile Total \$ 7.00  
TAYLOR WILKINS, Sheriff  
BY [Signature]  
DEPUTY SHERIFF

Kenneth Cooper, Atty. for Pltf.  
xxxxAkkkxanxx

5-26348

1200<sup>00</sup>

FEB 1ST 1967

ON DEMAND

after date, without grace,

I

promise to pay to the order of

H. KENNEDY

ONE THOUSAND TWO HUNDRED & 100<sup>00</sup>

DOLLARS

for value received.

PAYABLE AT

8% INTEREST

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property to-wit:

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, theirs or its assigns, on the nonperformance of this promise or the non-payment of any of the liabilities above named, or at any time or times thereafter, without advertisement or notice, which is hereby expressly waived and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser or otherwise, and if any surplus remains the same shall be paid to the undersigned.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, 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 suits 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, and they agree that time of payment may be extended without notice to them of such extension. 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 of them.

ATTEST:

✓ *Letter Book*

Will be paid on or By Jan 1, 1968.  
or Before

1200<sup>00</sup>

FEB 1ST 1967

ON DEMAND

or date, without grace.

I

promise to pay to the order of

H. KENNEDY

ONE THOUSAND TWO HUNDRED & 00

DOLLARS

for value received.

PAYABLE AT 8% INTEREST

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property to-wit:

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, theirs or its assigns, on the nonperformance of this promise or the non-payment of any of the liabilities above named, or at any time or times thereafter, without advertisement or notice, which is hereby expressly waived and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser or otherwise, and if any surplus remains the same shall be paid to the undersigned.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, 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 suits 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, and they agree that time of payment may be extended without notice to them of such extension. 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 of them.

ATTEST:

✓ *Letitia Cook*

Will be paid on or By Jan 1, 1968.  
or Before