

39

BANK OF FAIRHOPE ,
Plaintiff,

AT LAW.

VS.

IN THE CIRCUIT COURT OF

WARD B. MARTIN,
Defendant.

BALDWIN COUNTY, ALABAMA.

TO ANY SHERIFF OF THE STATE OF
ALABAMA:

WHEREAS, Kirby Wharton as cashier of the Bank of Fairhope has complained on oath to me, Mary A. Stone, Clerk of the Circuit Court of said State, that Ward B. Martin is justly indebted to the Plaintiff in the sum of Seven hundred Twenty-six dollars and Sixty-seven cents and the Plaintiff having made affidavit and elected not to give bond as required by law, you are hereby commanded to attach so much of the estate of Ward B. Martin as will be of value to satisfy the said debt and costs according to the complaint; and such estate, unless replevied, so to secure that the same may be liable to further proceedings thereon, to be held at the next term of the Circuit Court for the County of Baldwin, to be held at the Court-house thereof; when and where you must make known how you have executed this Writ.

WITNESS my hand this the 6th day of April, 1934.

M. A. Stone
Clerk of Circuit Court,

BY THE TERMS OF THE NOTE ON WHICH THIS ACTION IS BASED, THE DEFENDANT WAIVED ALL RIGHTS OF EXEMPTION AS AGAINST PROCESS FOR THE COLLECTION THEREOF.

X

Secret
Page 77

No. 39

BANK OF FAIRHOPE,

Plaintiff,

VS.

WARD B. MARTIN,

Defendant.

Original

WRIT OF ATTACHMENT

FILED April, 6th, 1934.

Clerk.

RECORDED
Received the within
Writ of Attachment
this 10th April 1934
& executed same
by levying upon
the following *Dea*
property. to wit:
All of the interest of
the defendant. East half of
lot eight in block one of
division two of the Town
of Fairhope as per plat
recorded in the probate
Court of Baldwin County.

W. R. Stewart
Sheriff

LAW

BANK OF FAIRHOPE
Plaintiff

CIRCUIT COURT OF
BALDWIN COUNTY, ALA.

vs

WARD B. MARTIN
Defendant

H. P. KAMPER et al
Garnishees

Comes Henry P. Kamper and Rose C. Kamper and for their joint answer to the writ of garnishment served upon them say that at the time of the service of said garnishment they were indebted to Ward Martin in the sum of Eight Hundred, Sixty-six and 77/100 Dollars by the terms of a contract for the purchase of a lease to certain real estate in Fairhope Alabama but that by the terms of said contract said sum is payable at the rate of fifteen dollars per month of which amount but one installment is due at this the time of making answer. Aside from said contract garnishees are not indebted to said defendant in any other manner.

The garnishees having thus fully answered now pray to be discharged.

Henry P. Kamper
Rose C. Kamper

Submitted and sworn to before me this the 8th day of May
1934.

Clifford S. Rinkley

Notary Public, Baldwin County, Ala.

BANK OF FAIRHOPE,
Plaintiff,

vs

WARD B. MARTIN,
Defendant.

ANSWER OF GARNISHEES
H. P. KAMPER and
ROSE C. KAMPER.

Filed June 12-94
W. A. Stone
Clerk

BANK OF FAIRHOPE,
PLAINTIFF,
VS
WARD B. MARTIN,
DEFENDANT.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA, AT LAW.
NUMBER 39.

INTERROGATORIES PROPOUNDED BY DEFENDANT TO WALTER MASK, WHO RESIDES
AT HYLAND PARK, ILLINOIS, AND IS A MATERIAL WITNESS FOR THE DEFEND-
ANT IN THE SAID CAUSE.

1. State your name and age and business. Did you on to-wit
March 14th, 1930, reside at Fairhope at Baldwin County, Alabama, and
did you have any business dealings with the Bank of Fairhope and if
so state what those dealings were.

2; Did Ward B. Martin on or about that date or at any time
execute or endorse a note to the Bank of Fairhope for moneys loaned
by that bank to you. Did you deposit with the Bank of Fairhope any
collateral or security for the said loan other than the security of
Mr. Martin and if so state what said securities were so deposited.
Did you tell the bank or its officers at the time that such securities
were deposited as securities for the note Ward B. Martin executed or
endorsed for the loan to you? Did the bank subsequently and without
your consent transfer this collateral to another debt due by you to
the bank?

3. What individual connected with the bank and for it
attended to the negotiations through which the loan for which Mr.
Martin stood as security was made?

B. F. McMillan Jr.
ATTORNEY FOR DEFENDANT.

STATE OF ALABAMA, |
COUNTY OF MOBILE, |

Before me, Julia P. McMillan, a notary
public in and for said State and County
personall appeared B. F. McMillan Jr., who is known to me and who
being sworn says:

Affiant is attorney for defendant in the case Bank of Fairhope vs
Ward B. Martin in the Circuit Court of Baldwin County and numbered
39 on the docket thereof, and as such attorney has propounded the
foregoing interrogatories to Walter Mask as a witness in behalf of
defendant; the said Walter Mask is a material witness for the defend-
and and resides in Hyland Park, Illinois, more than 100 miles from
the place of trial of said cause, and is a non-resident of Alabama,
and his testimony when taken will be used by the defendant in the
trial of said cause.

B. F. McMillan Jr.
Sworn to and subscribed before me this 12th day of November, 1934.

Julia P. McMillan
B. F. McMillan Jr.
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA.

Defendant suggests Glifford Tappa, who resides at Kemosha,
Wisconsin, as a suitable person to act as commissioner to take the
answers of Walter Mask in the foregoing cause.

B. F. McMillan Jr.
ATTORNEY FOR DEFENDANT.

The State of Alabama,

Baldwin County.

CIRCUIT COURT AT BAY MINETTE, ALA.

Know all Men by these Presents, That we, THE BANK OF FAIRHOPE as principal
and KIRBY WHARTON and M. F. NORTHRUP as sureties.....

....., of the County of Baldwin

are held and firmly bound unto WARD B. MARTIN

in the sum of FOURTEEN HUNDRED, FIFTY THREE and 34/100 Dollars, to

be paid to the said WARD B. MARTIN his

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 and severally, firmly by these presents.

Sealed with our seals and dated the 19th day of May, 1934, 192.....

The Condition of this Obligation is such:

That whereas, the above bounden, BANK OF FAIRHOPE, on April 6, 1934.....

....., on the day of the date

heretofore, prayed an Attachment at the suit of itself

..... against the estate of above named

WARD B. MARTIN

for the sum of SEVEN HUNDRED, TWENTY SIX and 67/100 Dollars,
and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said BANK OF FAIRHOPE.....
should prosecute said Attachment to effect, and pay the said Defendant all such damages as HE.....
may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have
now, or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

BANK OF FAIRHOPE, Fairhope, Ala.

..... (Seal)

..... (Seal)

..... (Seal)

..... (Seal)

Approved, this 21st day of May, 1934

W. A. Stone, Clerk.

Baldwin County.

Before me,

who, being duly sworn, on oath saith that

justly indebted to

in the sum of

Dollars, which said

amounts is justly due after allowing all just offsets and discounts, and that the said

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Subscribed and sworn to before me this day of 192.....

No. 39

CIRCUIT COURT
AT BAY MINETTE, ALA.

BANK OF FAIRHOPPE

AO
 VS

WARD B. MARTIN

Attachment Bond and Affidavit

Filed this the 21 day

0 *May* 192*7*
W. A. Stone Clerk.

Attorney.

Barren of Fairhope // Circuit Court, 'Reed.
Ward B. Monroe. // Rice County, No 89.

I hereby appear for the Defendant,
B. F. McMillan

Defendant demands a jury trial.
B. F. McMillan
att'y for Defendant

For answer to the Complaint, Defendant
and pleads severally and separately.

- 1 = Defendant pleads in short by Consent
- 2 = Defendant denies the material allegations of the Complaint
- 3 = Defendant says the Debt was on his
before paid before the action was
brought.
- 4 = Defendant says the whole matter is
without consideration.

B. F. McMillan
att'y for Defendant

1. Defendant's plea is not based on the material allegations of the Complaint.
2. Defendant's plea is not based on the facts of the case and is not a defense.
3. Defendant's plea is not based on the facts of the case and is not a defense.
4. Defendant's plea is not based on the facts of the case and is not a defense.

Readable copy

1. Defendant in s ort by consent "The General is ne."
2. Defendant denies the material allegations of the Complaint.
3. Defendant says the debt sued on has been paid before the action was commenced.
4. Defendant says the note sued on is without consideration.

N 039

RECORDED

Process of Law
Mr B. Weston

Circuit Court of
Polk County

at Dec 20 39

Approved &
Filed

Filed May 16, 1939

W. A. Stone

Clerk

LAW OFFICES
ELLIOTT G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA

April 9th, 1934

Mrs. Mary A. Stone
Bay Minette, Alabama

Dear Mrs. Stone:

BANK OF FAIRHOPE VS MARTIN: To attach all property of the Defendant in this case, which will be necessary in order to get enough to make our judgment, the Sheriff will not only have to levy on a house in Fairhope in which Martin has an interest but also to issue what is known as a Sheriff's garnishment to catch his interest in two other real estate transactions. I have, therefore, prepared the necessary garnishment notices which please have Mr. Stuart serve on Mr. and Mrs. H. P. Kemper who live in Fairhope and Ernest A. Pierce who lives near Marlow. I have also prepared the form of return for the Sheriff to make and also a notice of the attachment which you are to sign and return to me for insertion as we did in the Suarez case. One copy of this notice of attachment should also be inclosed with the notice sent to Mr. Martin. In doing this you may omit the street address as I understand that he is so well known and that letters sent him to his town by the Bank reach him without difficulty.

You may, perhaps, wonder why in issuing this garnishment a bond is not required as in ordinary cases of garnishment. This is not "a garnishment in aid of pending suit" which of course would require a bond but is a part of the attachment and the Defendant being a non-resident no bond is required until he files an unqualified appearance. The Sheriff will probably understand this, if not refer him to Code Sections 6188-9.

I also inclose a lis pendens notice to be signed by the Sheriff and recorded in the Probate Court. After this has been recorded it should be placed in your files with the recording stamp thereon to show that the law has been complied with.

Sincerely,

R/C
1140.

Elliott G. Rickaby

BANK OF FAIRHOPE,

Plaintiff,

-vs-

WARD B. MARTIN,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA. AT LAW.

No. 39

INTERROGATORIES PROPOUNDED BY DEFENDANT TO THE PLAINTIFF
UNDER SECTIONS 7764 ET SEQUAL OF THE CODE OF ALABAMA.

1. Attach to your answers and mark Exhibit "A" an exact copy of the note sued on showing all endorsements and signatures. So attach and mark Exhibits 1, 2, 3, etc., according to their number, exact copies of all notes of which it is a renewal. State exactly the date the note and notes of which it is a renewal were given and state exactly the dates on which each was endorsed and state in detail what securities were given for each of them. State what individual attended to the negotiations on the part of the plaintiff and state what individual attended to same on the part of the defendant. Attach a true copy or copies of any entry and all entries made on the records of the plaintiff both in regard to the originals and renewals had. Have the answers to the foregoing questions been stated by the officer or agent of the bank having personal knowledge of the facts stated? If not, why not?

2. State fully and in detail what consideration was paid for the note described in the complaint, when it was given and state what consideration was paid for the notes and the notes of which it is a renewal when given. When was it paid in each case? To whom was it paid? Where was it paid? What individual or individuals were present when it was paid. Were not the notes given for an obligation to the plaintiff by Walter Mask? When did Walter Mask's obligation to the plaintiff accrue? How was it evidenced? What securities did he give? State in detail. Attach to your answers and mark Exhibit "B" a statement of your entire account with Walter Mask.

3. Is it not a fact that the consideration for which this note was given was paid to Walter Mask? And that none was ever paid to the defendant? When was the original consideration paid to Mask? How was it paid? What was the amount of the note he gave originally? What security did he give originally? Is not the note sued on an extension of said indebtedness? Was any consideration paid to the defendant at any time and if so state in detail what. What was the amount of the original note? What was paid for the original note? Was it paid in cash or entered as a credit on the records of the bank? What was the amount of such credit? Attach a true and correct copy of your entry at that time and mark Exhibit "C".

4. Was the original credit secured in any way by Walter Mask? If not how was it secured? State in detail. What securities given by Walter Mask for this debt have been released? What securities given for this debt were transferred to other obligations of the said Walter Mask? Attach to your answers and mark Exhibit "D" a true and correct statement of all payments that have been made on the original indebtedness, stating how they were made, when they were made and by whom they were made. What payments have been made on said indebtedness since defendant became surety for the debt? Attach to your answers and mark Exhibit "E" a full, true and correct itemized statement showing all your dealings with Walter Mask and attach such statement of said account since the same was secured by defendant and mark Exhibit "F". State what Mr. William McIntosh, acting for plaintiff had to do with reference to making and receiving said note.

STATE OF ALABAMA, |
COUNTY OF MOBILE. |

Before me, Ruth Macdonald, a Notary Public in and for said State and County, personally appeared B.F. McMillan, who is known to me and who being by me first duly sworn deposes and says that he is attorney for the defendant in the foregoing cause and that the answers to the foregoing interrogatories will be material evidence for the defendant in said cause.

Sworn to and subscribed before me
this 20th day of ~~April~~ May, 1934.

Ruth Macdonald
Notary Public, Mobile County, Ala.,

B. F. McMillan
ATTORNEY FOR DEFENDANT.

B. F. McMillan

To forward this 30th day of May 1934
By serving a copy of the
interrogation on the within named
E. G. Rickholts

RECORDED

W. R. Stewart
Sheriff
By M. H. Williams

Devoe copy on
U. S. Rickholts

Filed May 23, 1934
M. A. Stone
Register

Bank of Fairhope
U.S.
Ward B. Martin

present Page 80

RECORDED

39

BANK OF FAIRHOPE
Plaintiff.

vs

CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA.

WARD B. MARTIN
Defendant.

LAW SIDE.

WHEREAS, THE BANK OF FAIRHOPE, as Plaintiff in said cause has obtained an attachment out of this Court, issued on the 6th day of April, 1934 against the estate of the said Defendant, WARD B. MARTIN, which attachment has been levied upon the following described property:

All of the interest of the Defendant in the East half of Lot Eight in Block One of Division Two of the Town of Fairhope as per plat of record in the Probate Court of Baldwin County.

All amounts due the Defendant from H. P. Kamper and Mrs. Rose Kamper.

All interest of the Defendant in money due from Ernest A. Pierce.

AND WHEREAS, it appears that the said Ward B. Martin is a non-resident of the State of Alabama, residing at No.

in the City of Geneva, Ohio and is over the age of twenty-one years;

NOW THEREFORE the said Ward B. Martin is hereby notified of the filing of said suit and of the levy and pendency of said attachment and is further notified to plead, answer or demur to the complaint filed in this cause by the ^{14th} ~~seventh~~ day of May or within thirty days thereafter.

WITNESS MY HAND this the 9 day of April, 1934.

H. A. Stone
Clerk Circuit Court.

ELLIOTT G. RICKARBY,
Attorney for Plaintiff.

(Original)

No 39

RECORDED

BANK OF FAIRHOPE

VS

WARD B. MARTIN

NOTICE OF ATTACHMENT

Filed April 25th 1934.
W. A. Stone,
Clerk.

The State of Alabama,

Baldwin County

No.

CIRCUIT COURT.

JUNE

Term 1934.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

W A R D B . M A R T I Nto appear within thirty days from the service of this writ, in the Circuit Court to be held for said County, at the place of holding the same, then and there to answer the complaint of **the****B A N K O F F A I R H O P E ,**Witness my hand this third day of April 1934.

Clerk.

Complaint**B A N K O F F A I R H O P E ,**

a corporation, Plaintiff

vs.

W A R D B . M A R T I N ,

Plaintiff.

Defendant.

The plaintiff claims of the defendant the sum of

S I X H U N D R E D

Dollars.

DUE by promissory note made by him on the 14th day of March, 1930 and payable on the 13th day of June 1930 with interest thereon from the 14th day of September, 1933.

Plaintiff further avers that by the terms of said note the defendant waived all rights of exemption of personal property as against any process that may issue to collect the debt evidenced by said note and further agreed to pay a reasonable attorney's incurred for the collection of same if not paid at maturity, which fee plaintiff now claims in the further sum of ONE HUNDRED DOLLARS.

Elliot B. Rieck
Attorney for Plaintiff.

Plaintiff's Attorney

No. ~~1000000~~

The State of Alabama,

Baldwin County

CIRCUIT COURT

BANK OF FAIRHOPE,

Plaintiffs.

VS.

WARD B. MARTIN,

Defendants,

SUMMONS AND COMPLAINT

Filed April 3rd 1934.

Clerk,

Defendant lives at

E. G. RICKABY, Plaintiff's Attorney,

Defendant's Attorney.

Received in Office

192

Sheriff.

I have executed this Writ

This 192
by leaving a copy of the within summons and
complaint with

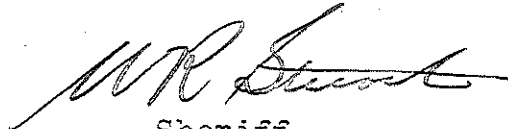
Sheriff.

Deputy Sheriff.

Moore Printing Co. Bay Minette, Ala.

(Form of Sheriff's return)

Received the within Writ of Attachment the 6th day of April, 1934 and executed same by levying upon the interest of the Defendant in the East half of Lot Eight in Block One of Division Two of the town of Fairhope and by issuing process of garnishment against H. P. Kamper, Mrs. Rose Kamper and Ernest A. Pierce against any sum owing by them in which the Defendant has an interest all on the 11 day of April, 1934.


Sheriff.



Form of Sheriff's return.

RECORDED *as* RECORDED

Bank of Fairhope,

vs.

CIRCUIT COURT OF

Baldwin COUNTY,

IN EQUITY.

Ward B. Martin,

I, M. A. Stone, Register of said Court, do hereby certify that I

did, on the 10th day of April 19 34, send to

Mr. Ward B. Martin, Defendant.

whose address was Geneva, Ohio,

by registered mail, postage prepaid, marked "For delivery only to the person to whom addressed," a copy of the

Bill of Complaint filed in this cause; that I demanded a return receipt addressed to the Register of this Court;

and that such receipt was duly received and filed by me in this cause, on the 4/14/34 day of

19

Witness my hand, this 16th day of April 19 34

M. A. Stone
Register.

CIVIL

No. 39

~~IN EQUITY~~ CIRCUIT COURT OF

Badwin COUNTY,

~~IN EQUITY~~ CIVIL

Bank of Fairhope,

vs.

Ward B. Martin,

CERTIFICATE OF REGISTER AS TO
NOTICE BY REGISTERED MAIL.

Filed in office on this 16th

day of April 19 34.

M. A. Stone
Register.

BANK OF FAIRHOPE

Plaintiff.

vs

WARD B. MARTIN

Defendant

ERNEST PIERCE, et al,

Garnishees.

The garnishment in this cause in so far as same applies to Ernest A. Pierce is hereby released, suitable arrangements having been made between First National Bank of Mobile to hold funds pending the outcome of this suit in lieu of said garnishment. All other garnishments in this cause, however, to remain in effect.

Robert H. Rindley
Attorney for Plaintiff.

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RECORDED

BANK OF FAIRHOPE,
Plaintiff,

vs

WARD MARTIN,
Defendant.
ERNEST A. PIERCE, et al
Garnishees.

RELEASE OF GARNISHEE
ERNEST A. PIERCE.

Filed Oct 13th 1934
W. A. Stone
Clerk

BANK OF FAIRHOPE

Plaintiff.

VS

WARD B. MARTIN

Defendant.

KNOW ALL MEN BY THESE PRESENTS, that pursuant to a writ issued by the Circuit Court of Baldwin County in a suit therein pending wherein the Bank of Fairhope is plaintiff and Ward B. Martin is defendant, an attachment is levied by the undersigned as Sheriff of Baldwin County upon the following described property:

All of the interest of the Defendant in the East half of Lot Eight in Block One of Division Two of the Town of Fairhope as per plat recorded in the Probate Court of Baldwin County.

Also by process of garnishment against H. P. Kamper, Mrs. Rose Kamper and Ernest A. Pierce for the interest of the Defendant in any sums of money owing by them.

Which said levy constitutes a lien on said property in favor of the Plaintiff aforesaid.

All persons are therefore cautioned against purchasing said lands or seeking to acquire any title or interest therein, except subject to the rights of the Plaintiff under this notice of lis pendens, as same shall be ascertained and declared by the Circuit Court in this litigation.

Dated at Bay Minette this the 11th day of April, 1934.


Sheriff Baldwin County.

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NO. 39

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RECORDED
ABR

BANK OF FAIRHOPE

VS

WARD B. MARTIN

LIS PENDENS NOTICE

State of Alabama,
Baldwin County.

4-11-34
Probate Court.

Filed in office this 11 day of April 1934, at 8:00 AM and duly recorded in Lis Pendens #1 at page 135-
and I certify that \$.....cts. Deed
tax and \$.....cts. Mtge tax, has
been paid as required by law.

W. M. Humphries
Judge of Probate
By J. L. Kester Clk.

Record

Filed April 23, 1934
M. A. [unclear]
Clerk
W. B. Stewart
City

BANK OF FAIRHOPE
Plaintiff

L A W

CIRCUIT COURT OF BALDWIN

vs.

COUNTY, ALABAMA.

WARD B. MARTIN
Defendant

ANSWER OF PLAINTIFF TO INTERROGATORIES

PROPOUNDED BY DEFENDANT.

TO INTERROGATORY ONE: Attached as "Exhibit A" is a copy of the note sued on. This is the original note and is still in force though partial payments have been made on it for which credit has been given. There was no security given with this.

The negotiations which led up to making this loan were conducted between Mr. Walter H. Mask, one of the makers and Mr. M. F. Northrop, President of the Bank.

We attach hereto as "Exhibit B" a copy of the Bank's ledger sheet containing all entries as to this note. This shows when payments were made on the note and the amounts.

The answers here given are stated by an officer of the Bank having personal knowledge of the facts stated as to the original negotiations. The entries on the original ledger sheet were made by the Bookkeeper of the Bank in the usual course of business.

INTERROGATORY TWO: The consideration for this note was a loan made to Walter Mask at his request on a note signed by him and the defendant jointly. The loan was for the face of the note, \$750.00, from which was deducted interest for the ninety days of its term at eight percent-- \$15.00 and credit for the difference of \$735.00 was given Mask on his account at the time. He was present when this was done. This happened in the Bank and only Mr. Northrop, Mr. Mask and the Assistant Cashier were immediately present. The other officials of the Bank were in the Bank, but engaged in their several duties. This loan was not made to take up a past obligation of Mask. It was a new loan and his and the defendant's obligation on this note accrued when, and not until the notes was discounted on March 14, 1930. There was no security given for this note. Mr.

Martin's signature as a co-maker was considered adequate security for the Bank at that time.

Under advice of counsel we do not attach copies of the Bank's other dealings with Mr. Mask as none of these other than the transaction here described and the entries as to this note on the Bank's ledger here shown, have any relation whatsoever to the note sued on.

INTERROGATORY THREE: As stated before the money for which this loan was made was placed to the credit of Walter Mask, on the books of the Bank, and not paid to the defendant, who was a co-maker of the note with Mask and on whose credit largely the loan was made. The amount of the note was \$750.00 and it has been paid down to \$600.00. There was no security given for this note. With Mr. Martin as one of the signers the Bank did not then feel that any additional security was necessary. As has already been stated, the note sued on is the original note on which the money was loaned and the transaction began with discounting this note. Payments have been made on the note by Mr. Mask and it has been repeatedly extended by payments for a while of principal and interest by Mask and later by payments of interest. As stated before, the consideration to the defendant was the benefit given to another at his request. The original amount of the note, the amount paid, and how, has already been stated and the entries on the ledger show these.

INTERROGATORY FOUR: As has been said, the original credit was not secured except by the joint signature with Mask on the note of a man who had always been considered good for any amount for which he would obligate himself and who has never questioned his liability for the balance due on this note till a few days before this suit was brought. There being no security or collateral given to secure this note, none could have been transferred to any other obligations of Mask or released from this.

The payments made on this note, the original indebtedness since it was made, other than interest were made by Mask and are:

July 13, 1930	\$50.00
Aug. 12, 1930	50.00

Sept. 11, 1930	\$25.00
Nov. 10, 1930	10.00
Jan. 10, 1931	15.00
	\$150.00

Since Mask stopped paying on the principal, this Bank has made no serious effort to force payments, other than of interest, from the defendant, knowing that he was but an accommodation endorser and not wanting to press him as long as the interest was paid up. Since September 1933, however, the defendant has ignored this note and repeated efforts in the form of letters and messages to come in and make some arrangement for extension were also ignored. In the latter part of March last, the Bank heard for the first time that defendant was claiming that this note should have some credits that had not been given and asked him to come in and state what these were. This he did not do nor would he give any definite information to the Bank's attorney who urged him to come to the Bank that the matter could be straightened out before defendant left for the North as he had stated he would do about April 15th. He was assured by Plaintiff's attorney on March 31st that the Bank did not ask him to pay the principal now, only to have a definite understanding as to the credits, if any, he claimed, and to pay the interest, and he promised to see either the Bank or its attorney the following week. He did not do this but left Fairhope at 6:30 A. M. the following Tuesday, April 3rd. He has at no time denied liability -- only recently the amount.

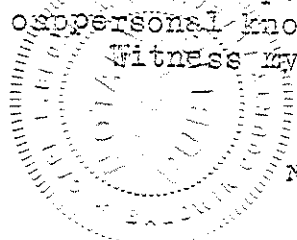
The Bank does not feel at liberty to give details of transactions with Mask not connected in any way with the note sued on but has answered fully all matters relating to that.

Mr. William McIntosh had nothing to do with this loan at its inception.

M. F. Northrop
Pres.

Before me, the undersigned Notary, personally appeared this day M. F. Northrop, who being sworn says that he is President of the Bank of Fairhope and as such, duly authorized to answer the interrogations filed to said Bank by the Defendant and that the matters above set out are true and exact responses to said interrogations, and that his replies are based on personal knowledge.

Witness my hand this the 17th day of September, 1934.



Carl L. Bloxham
Notary Public, State of Alabama, Baldwin County
My Commission expires April 1 1936
Alabama.

[illegible][illegible]

BANK OF FAIRHOPE, FAIRHOPE, ALABAMA

[illegible]

NAME Mr. Walter Mask

note endorsed by Ward B. Martin

KEY TO COLLATERAL AND SECURITY

- 1 - UNSECURED
2 - PROPERTY STATEMENT ON FILE.
3 - SECURITY SHOWN ON FACE NOTE
4 - SECURITY IN BANK VAULT
5 - CHATTEL MORTGAGE. COPY ON FILE
6 - LAND MORTGAGE, COPY ON FILE
7 - REAL ESTATE MORTGAGE
8 - BONDS, STOCKS AND WARRANTS
9 - MISCELLANEOUS SECURITY

WITH SECURITY.

CREDIT LIMIT

LIMIT
WITHOUT SECURITY.

LEFEBURE CORPORATION, (OUTGROWTH OF LEFEBURE LEDGER CO.) CEDAR RAPIDS, IOWA 50126

OLD BALANCE	DATE OF NOTE	NUMBER	RATE	INTEREST	PAYMENTS	DATE DUE	AMOUNT OF NOTE	DATE OF ENTRY	TOTAL LIABILITY AS MAKER
BALANCE FORWARDED									
	MAR 14	24,043.00 #				JUN 13 '30	750.00	MAR 14 '30	750.00
		24,043.00 #			750.00 -				
		24,811.00 #				JUL 13 '30	700.00	JUN 13 '30	700.00
		24,811.00 #			700.00 -				
650.00		25,091.00 #				AUG 12 '30	650.00	JUL 18 '30	650.00
		25,091.00 #			650.00 -				
		25,344.00 #				SEP 11 '30	625.00	AUG 15 '30	625.00
		25,344.00 #			625.00 -				
615.00		25,816.00 #				NOV 10 '30	615.00	OCT 13 '30	615.00
		25,816.00 #			615.00 -				
		26,327.00 #				JAN 10 '31	600.00	DEC 12 '30	600.00
		26,327.00 #			600.00 -				
27,138.00		27,130.00 #				APR 10 '31	600.00	MAR 14 '31	600.00
		27,138.00 #			600.00 -				
	JUN 2	27,723.00 #				JUN 10 '31	600.00	JUN 4 '31	600.00
		27,723.00 #			600.00 -				
		28,027.00 #				AUG 9 '31	600.00	JUL 10 '31	600.00
		28,027.00 #			600.00 -				
		28,404.00 #				OCT 15 '31	600.00	AUG 25 '31	600.00
		28,404.00 #			600.00 -				
		39,928.00 #				DEC 15 '31	600.00	OCT 19 '31	600.00
		39,928.00 #			600.00 -				
		40,560.00 #				FEB 15 '32	600.00	JAN 16 '31	600.00
		40,560.00 #			600.00 -				
		40,738.00 #				FEB 15 '32	600.00	FEB 10 '32	600.00
		40,738.00 #			600.00 -				
		40,805.00 #				MAR 16 '32	600.00	FEB 16 '32	600.00
		40,805.00 #			600.00 -				
		41,585.00 #				JUL 16 '32	600.00	JUN 7 '32	600.00
		41,585.00 #			600.00 -				
		41,899.00 #				AUG 15 '32	600.00	JUL 16 '32	600.00
		41,899.00 #			600.00 -				
		42,439.00 #				NOV 15 '32	600.00	SEP 28 '32	600.00
		42,439.00 #			600.00 -				
		43,713.00 #				MAY 15 '33	600.00	APR 22 '33	600.00
		43,713.00 -			600.00 -				
		43,986.00 #				JUL 15 '33	600.00	JUN 12 '33	600.00
		43,986.00 -			600.00 -				
		44,270.00 #				SEP 14 '33	600.00	AUG 5 '33	600.00

Exhibit B.

43 ~~RECORDED~~
BANK OF FAIRHOPE,
Plaintiff.

vs.

WARD B. MARTIN,
Defendant.

ANSWER OF PLAINTIFF TO
INTERROGATORIES PRO-
FOUNDED BY DEFENDANT.

(139)

Filed - Sept. 19, 1934.

M. G. Rickarby
ELLIOTT G. RICKARBY
LAWYER
FAIRHOPE, ALABAMA

TO

HENRY P. KEMPER
MRS. ROSE KEMPER, and
ERNEST A PIERCE

-- Greeting:

WHEREAS a suit has been commenced by writ of attachment in the Circuit Court of Baldwin County, Alabama, returnable as required by law, wherein the BANK OF FAIRHOPE is plaintiff, and WARD B. MARTIN defendant, for the sum of seven hundred twenty-six and 67/100 dollars, which writ of attachment has been placed in my hands for the due execution thereof;

These presents are, therefore, to command you to personally be and appear before the said court within thirty days from the date this notice was served upon you, then and there to answer, on oath, whether you are indebted to said defendant at the time of the service of this writ of garnishment, or at the time of making your answer, and whether you will not be indebted in the future to him by a contract now existing, and whether you have not in possession, or under your control, personal or real property, or things in action, belonging to the defendant.

Witness, my hand as sheriff of Baldwin County, this 17 day of April, 1934.

W. R. Stunt

Sheriff.

Original

RECORDED

BANK OF FAIRHOPE,

VS

WARD B. MARTIN.

NOTICE OF GARNISHMENT BY
SHERIFF.

Received this *10th* day of
April, 1934 and executed by
handing copies thereof to the
several garnishees therein
named on the *14th* day of Apl,
1934.

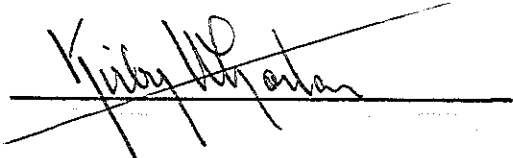
W. R. Stewart
Sheriff.

Jack Hamilton
D.S.

Filed April 11/1934
W. R. Stewart
Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

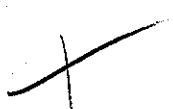
Before me the undersigned Notary Public personally appeared this day KIRBY WHARTON who being duly sworn says that he is the Cashier for the Bank of Fairhope and that Ward B. Martin is justly indebted to said Bank of Fairhope in the sum of SEVEN HUNDRED TWENTY-SIX DOLLARS AND SIXTY-SEVEN CENTS and is a non-resident of the State of Alabama residing in the City of Geneva, State of Ohio and that this attachment is not issued out for the purpose of vexing or harassing the said Ward B. Martin.



Subscribed and sworn to before me this the 4th, day of April, 1934.


Notary Public, Baldwin County, Alabama.

THE DEFENDANT ABOVE NAMED BEING A NON-RESIDENT OF THE STATE OF ALABAMA, THE PLAINTIFF ELECTS NOT TO GIVE BOND.



39 RECEIVED

BANK OF FAIRHOPE
Plaintiff

VS

WARD B. MARTIN
Defendant

AFFIDAVIT FOR ATTACHMENT

Filed April 3rd
1934
J. A. Stone
Clerk

BANK OF FAIRHOPE

\$ 750.00

June 13, 1930

FAIRHOPE, ALA., Mar. 14 1930

193

order of BANK OF FAIRHOPE,

after date, without grace, I or We promise to pay to the

Seven hundred fifty and no/00-----

DOLLARS

For value received. Payable at the BANK OF FAIRHOPE, Fairhope, Alabama.

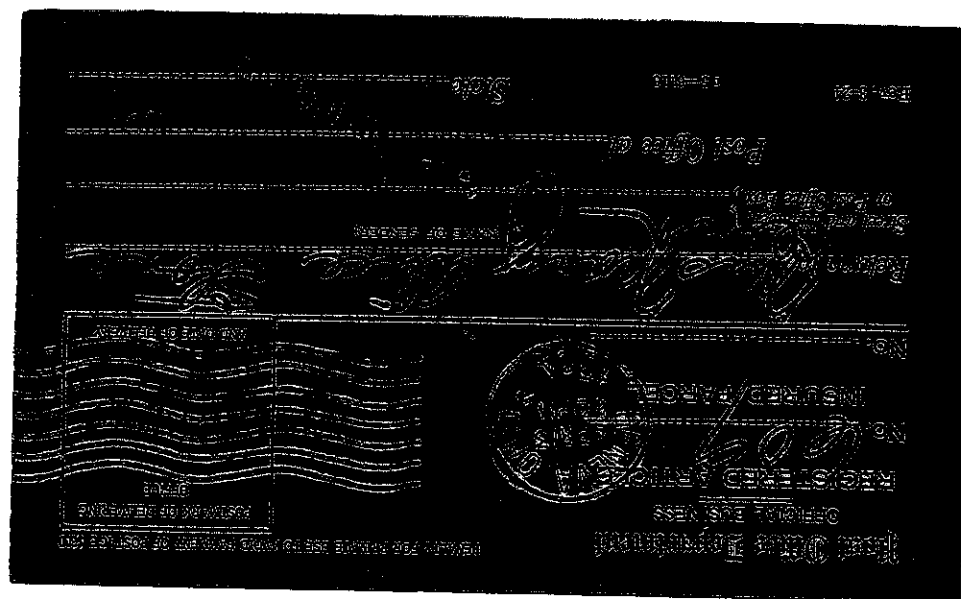
The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and 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 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, 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 one of them.

ATTEST

#24043

W H Mask

Ward E. Martin.



RECEIPT FOR REGISTERED ARTICLE NO. 609

15 fee paid. 1 class postage paid.

From Mary Alice Starnes (Sender)

Addressed to Mrs. Ward B. Martin (Addressee)

Accepting employee will place initials in space below, indicating restricted delivery.

Return receipt fee

Delivery restricted to addressee

in person
or order

Special delivery fee

Postmaster, per



[Handwritten signature]

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De la Haye

The undersigned endorsers assume the contract shown by the face of this note.