

BANK OF FAIRHOPE,
a Corporation,
Plaintiff

vs.

CLEVELAND C. GANTT
Defendant

443
IN THE CIRCUIT COURT OF
OF

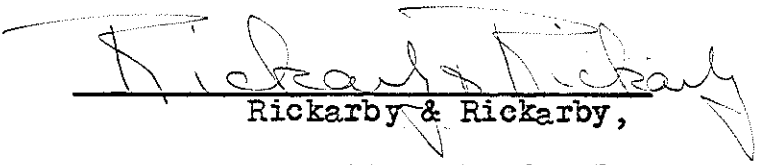
BALDWIN COUNTY, ALABAMA

MOTION

Comes the Plaintiff, the Bank of Fairhope, a corporation, by its attorneys and shows to the Court that on, to wit, the twenty-eighth day of March, 1946, a Writ of Discovery was served upon the Defendant, Cleveland C. Gantt, in the above styled cause requiring him to file in Court a statement in writing, under oath, of all his assets and all other property, real, personal or mixed, or any interest therein as required by Title 7, Section 103 of the Code of Alabama.

That to this date no statement has been filed, although the order specifically said same was to be filed within thirty days from service thereof.

WHEREFORE Plaintiff moves that Defendant be adjudged guilty of contempt of court and that such punishment be meted out as to the Court may seem proper, so that its orders in this cause will be obeyed.


Rickarby & Rickarby,

Attorneys for Plaintiff

445-

Barth of Fairbank

vs

Cleveland Hall

Recalled May 8 1946
for serving copy of within Summons and
complaint on

Cleveland Hall

C. E. Hannitt Sheriff

H. H. Hall Deputy Sheriff

Deane Hall

FILED

MAY 6 1946

R. S. DUCK, CLERK

BANK OF FAIRHOPE
a Corporation,
Plaintiff

vs

CLEVELAND C. GANTT
Defendant

IN THE CIRCUIT COURT

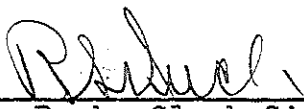
OF

BALDWIN COUNTY, ALABAMA

WRIT

To any Sheriff in Baldwin County, greetings:

You are hereby commanded to serve a copy of this writ upon
Cleveland C. Gantt and enter your return to this Court within the
time required by law.


R. S. Duck, Clerk Circuit Court

STATE OF ALABAMA:

COUNTY OF BALDWIN:

NOTICE

Whereas a motion has been filed in this cause showing that an
execution issued by this Court upon the judgment against you and said
execution has been returned with the endorsment "no property found";
and the Plaintiff has made a written request for discovery.

You are hereby COMMANDED to file in this Court within thirty
days of the service of this notice, a statement in writing under oath
of all the assets belonging to you 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 reasonable value of each item thereof, to-
gether with a detailed list or statement of any and all liens, mort-
gages, or encumbrances thereon showing the amounts due upon each, and
the owner or holder of such liens, encumbrances or mortgages, as pro-
vided by Title 7, Section 903 of the 1940 Code of Alabama.


R. S. DUCK, Clerk Circuit Court

443.

Civil.

The BANK OF FAIRHOPE

VS

CLEVELAND C. GANTT.

WRIT,

Issued March 23rd 1946

Rickarby & Rickarby

For Plaintiff

Executed March 28 1946
y serving copy of within Summons and
complaint on

Cleveland C. Gantt

C. E. Gantt Sheriff

W. H. Gantt Deputy Sheriff


443
BANK OF FAIRHOPE,
a Corporation,
Plaintiff

vs

L A W
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

CLEVELAND C. GANTT
Defendant

Comes the Plaintiff in the above styled cause and shows that an execution on judgment was issued in this cause against the Defendant and has been returned with the endorsement upon such execution "no property found", wherefor Plaintiff requests the Clerk to issue a notice to the Defendant requiring him to file in this Court within thirty days of service of such notice, a statement in writing, under oath, of all assets of such person, as required by title 7, Section 903 of the 1940 Code of Alabama.


RICKARBY & RICKARBY
Attorneys for Complainant

4-43
Quail

Bank of Japan

Bank of Japan

Feb March 23-1946
C. J. [Signature]

CHARTERED BY THE

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OF THE
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BANK OF FAIRHOPE,
a Corporation,

Plaintiff,

-VS-

CLEVELAND C. GANTT,

Defendant.

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

MOTION FOR JUDGMENT.

Comes the plaintiff in the above styled cause and shows to the court that service has been perfected on the defendant and that no answer has been interposed as a defence and the plaintiff is therefore entitled to a judgment by default and that plaintiff herewith attaches note signed by the defendant as evidence of the claim sued on.

WHEREFORE THE PLAINTIFF moves that it be granted a judgment by default against said defendant and interest and attorney's fees amounting in all to the sum of ONE HUNDRED EIGHTY-FOUR DOLLARS and FORTY-THREE CENTS, with waiver of exemption as to personal property.

E. S. [Signature]
AS ATTORNEY FOR PLAINTIFF

Princ.	\$100.00
Int.	49.43
Atty fees	35.00
	<u>\$184.43.</u>

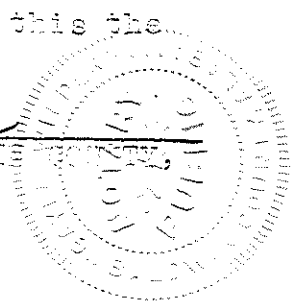
State of Alabama,
County of Baldwin.

Before me the undersigned notary public in and for said state and county personally appeared ~~WIRE WHARTON~~, President of the BANK OF FAIRHOPE, who being by me first duly sworn deposes and says that the facts contained in the foregoing motion are true.

[Signature]
WIRE WHARTON.

Subscribed and sworn to before me on this the 24th day of June, 1938.

[Signature]
NOTARY PUBLIC, BALDWIN COUNTY,
ALABAMA.



THE STATE OF ALABAMA,
BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon C L E W E L A A N D
C. G A N T T 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, Alabama.,
against him as Defendant by B A N K O F F A I R H O P E as
Plaintiff.

Witness my hand this the 2 day of May, 1938.

R. S. Duck
Clerk.

BANK OF FAIRHOPE,
A Corporation,
Plaintiff,

vs.

CLEVELAND C. GANTT,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

A T L A W

The Plaintiff claims of the Defendant O N E H U N D R E D
D O L L A R S, due by promissory note made by said Defendant on
to-wit, the 21st day of March, 1932, and payable on, to-wit, the
9th day of May, 1932, together with interest thereon since the
maturity of said note at the legal rate per annum, which sums of
money are still due and unpaid. The Plaintiff further avers that
said note provided for the payment of a reasonable attorney's fee
if the same be not paid at the time of maturity, which the Plain-
tiff now claims in the further sum of Twenty-Five Dollars.

The Plaintiff further avers that by the terms of the
instrument the Defendant did agree to pay said note and waives
as to this debt all right of exemption as to personal property,
under the constitution and laws of the State of Alabama.

E. S. Rinsley Jr.
Attorney for Plaintiff.

Defendant's address is
Little River, Alabama

[illegible]

BANK OF FAIRHOPE
A corporation,
Plaintiff,

JOSEPH L. GANTT,
Defendant.

STUMMONS
and
TAYLOR

Filed Oct 21 1935
J. G. Rickard, Jr.
Attorney for Plaintiff.

recd. May 23rd 1938
 by serving subpoena
Seagraves & Conpland
on the within named
defendant Cleveland E. Grant
by Attorneys
 Sheriff
 J. Allen R. Davis Deputy Sheriff

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA, }
Baldwin County

CIRCUIT COURT, APRIL Term, 1947

J. R. LAZZARIE
Plaintiff

Vs.

NORMAN ALLEN
Defendant

I, ALICE J. DUCK, Clerk of the Circuit Court of Baldwin County,
Alabama, do hereby certify that on the 17 day of April, 1947,

a Judgment was rendered by said Court in the above stated cause, wherein

J. R. LAZZARIE
was Plaintiff and

NORMAN ALLEN was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

TWO HUNDRED FORTY FOUR DOLLARS

and for the sum of Five 50/100 DOLLARS,

the costs in said suit, and that

RICKARBY & RICKARBY are the Attorneys of record for the Plaintiff
in said cause.

Witness my hand this 15 day of May, 1947.

ALICE J. DUCK
Clerk, Circuit Court, Baldwin County, Alabama.

CERTIFICATE OF JUDGMENT

J. R. LAZZARIE

, Plaintiff

Vs.

NORMAN ALLEN

, Defendant

Put in civil
Index 1043

CERTIFICATE OF JUDGMENT

The State of Alabama, }
Baldwin County

Circuit Court, JUNE Term, 1938

THE BANK OF FAIRHOPE, a

Corporation,

PLAINTIFF.

Vs.

CLEVELAND C. GANTT,

DEFENDANT.

I, R. S. DUCK, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 27th day of June 19 38,

a Judgment was rendered by said Court in the above stated cause, wherein

THE BANK OF FAIRHOPE, a Corporation,

was Plaintiff and

CLEVELAND C. GANTT,

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

ONE HUNDRED SEVENTY-FIVE AND NO/100 (\$175.00) DOLLARS,

and for the sum of ELEVEN & 40/100 (\$11.40) DOLLARS,

the costs in said suit and that

E. G. RICKARBY, JR.

are the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this 28th day of June 19 38

Clerk, Circuit Court, Baldwin County, Alabama.

(copy)

CERTIFICATE OF JUDGMENT

THE BANK OF FAIRHOPE,

a Corp., Plaintiff

Vs.

CLEVELAND C. GANTT,

Defendant

MOORE PRINTING CO., DAY MINETTE, ALA.

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

April 16, 1947

Mr. Ort Ertzinger,
Bay Minette, Alabama.

Dear Mr. Ertzinger,

The Bank of Fairhope has received satisfaction for
the judgment in the matter of Bank of Fairhope vs. Mr.
C. C. Gantt.

Request you cancel the judgment recorded on the re-
cords of the Probate Court and mark satisfactory in the
records of the Circuit Court. We're sending you this
letter in duplicate as your authority for these actions.

RICKARBY & RICKARBY
Attest

Yours very truly,

BANK OF FAIRHOPE

By: *[Signature]*

EGRjr:ra
1344
cc Gantt
cc Bank of Fairhope

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

February 7, 1947

ELLIOTT G. RICKARBY

E. G. RICKARBY, JR.

Mrs. Alice J. Duck,
Bay Minette, Alabama

Dear Mrs. Duck:

In re. Bank of Fairhope vs. Cleveland C.

Gantt: Enclosed please find order in the above
case. *I have served on Mr Gantt who*
signed -

Yours very truly,

RICKARBY & RICKARBY

By: 

EGRjr:ekb
#1344.

BANK OF FAIRHOPE,
a Corporation
Plaintiff

vs.

CLEVELAND C. GANTT
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

ORDER

Whereas, the PLAINTIFF in this cause has obtained a judgment and has called execution to issue against CLEVELAND C. GANTT and said execution has been recorded with the endorsement NO PROPERTY FOUND and the PLAINTIFF has had the Court issue notice to the Defendant requesting him to file in this cause a statement in writing under oath of all his assets which he has failed or refused to do after the notice has been served upon him.

Now, therefore, it is ordered, adjudged and decreed that the said CLEVELAND C. GANTT is ordered to appear by the 1st day of the spring court stating why he should not be cited for contempt of court.

Done thisday of.....at.....

F. W. Hare

Judge

BANK OF FAIRHOPE
A Corporation
Plaintiff

VS.

CLEVELAND C. GANTT
Defendant

ORDER

Original

BANK OF FAIRHOPE, a Corp.,
Plaintiff,
VS.

CLEVELAND C. GANTT,
Defendant.

IN THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to serve a copy of
the following order upon Cleveland C. Gantt, and make your
return on the original hereof:

ORDER:

WHEREAS, the Plaintiff in this cause has obtained
a judgment and has caused execution to issue against Cleveland
C. Gantt, and said execution has been returned with the endorse-
ment: "No property Found" and the plaintiff has had the Court
issue notice to the defendant requiring him to file in this cause
a statement in writing under oath of all his assets, which he
has failed or refused to do after the notice has been served
upon him.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED
that the said Cleveland C. Gantt is ordered to appear on the 1st
day of the Spring Court, the 14th day of April, 1947, at 2 P. M.
to show cause why he should not be adjudged for contempt of Court.

This the 11th day of February, 1947.

J. W. Hare
JUDGE

\$ 100⁰⁰

FAIRHOPE, ALA., Mar 21st 1932

May 9th 1932

AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF Bank of Fairhope

One hundred and no/100

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, Fairhope, Ala.,

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

30 M ft Long Leaf Yellow Pine Logs
at mouth of Little River

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mis-treat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and pay-able to said payee or assigns; and they may seize, take possession of and sell any or all of said property at privat sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract, said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incum-brance and we have a good right to make this conveyance of it.

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

41027

C. C. Smith

(L. S.)

(L. S.)

COURIER PRINT FAIRHOPE, ALA.

BANK OF FAIRHOPE VS. GANTT:

Copy of Complaint served on Defendant,
C. C. Gantt, May 23, 1938.


Deputy Sheriff

1344