

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

BANK OF FAIRHOPE,

Plaintiff,

VS.

LACEY,

Defendant.

AT LAW

NO. 651

WHEREAS, a judgment has been rendered on a certain encap-
tion waiver note in the amount of Three Hundred and Thirty-Two
Dollars and Sixty One Cents (\$332.61) in favor of the Plain-
tiff, and,

WHEREAS, the execution on said judgment has been returned
by the Sheriff of Baldwin County, Alabama, marked "No Property
Found" on March 14th, 1942,

NO W THEREFORE, in accordance with Title 7, Section 904,
of the 1940 Code of Alabama, the Bank of Fairhope hereby
files this written request as the Judgment Creditor in the
above styled cause, requesting the Clerk of said Court to is-
sue notice to the defendant requiring said defendant to file
in this Court within thirty days, a statement in writing under
oath, of all assets, including money, choses in action, notes,
bonds and accounts, and all other property, real, personal,
and mixed, or any interest therein, with a detailed descrip-
tion of the same, the location, and reasonable value of each
item, together with a detailed statement of any and all liens,
encumbrances, or mortgages thereon.

WITNESS my hand and seal as Judgment Creditor above.

BANK OF FAIRHOPE

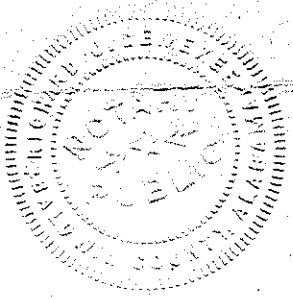
By

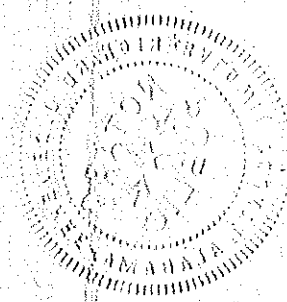
Attorney and Judgment Creditor

Richard D. Duvose
Attorney for Plaintiff

Subscribed and sworn to before
me this 15 day of April - 1942.

Richard D. Duvose
Notary Public, Mobile County, Alabama





Filed 4-17-42
A. S. Duesch
Clerk

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

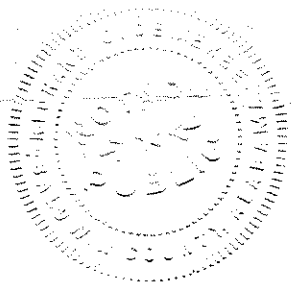
BANK OF FAIRHOPE, :
Plaintiff, : AT LAW
VS. :
LACEY, : NO. 651
Defendant. :

WHEREAS, a judgment has been rendered on a certain exemption waiver note in the amount of Three Hundred and Thirty-Two Dollars and Sixty One Cents (\$332.61) in favor of the Plaintiff, and,

WHEREAS, the execution on said judgment has been returned by the Sheriff of Baldwin County, Alabama, marked "No Property Found" on March 14th, 1942,

NO W THEREFORE, in accordance with Title 7, Section 904, of the 1940 Code of Alabama, the Bank of Fairhope hereby files this written request as the Judgment Creditor in the above styled cause, requesting the Clerk of said Court to issue notice to the defendant requiring said defendant to file in this Court within thirty days, a statement in writing under oath, of all assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal, and mixed, or any interest therein, with a detailed description of the same, the location, and reasonable value of each item, together with a detailed statement of any and all liens, encumbrances, or mortgages thereon.

WITNESS my hand and seal as Judgment Creditor above.



BANK OF FAIRHOPE

By

Richard J. Demere
Plaintiff and Judgment Creditor

Attorney for Plaintiff

Subscribed and sworn to before
me this 15th day of April - 1942.

Richard J. Demere
Notary Public, Mobile County, Alabama

THE STATE OF ALABAMA,
Baldwin County.

No. 631

CIRCUIT COURT

DECEMBER, 1940

14637

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon L. W. LACEY, BEATRICE LACEY.

to appear and plead, answer or demur, within thirty day from the service hereof, to the Complaint filed in
the Circuit Court of Baldwin County, State of Alabama at Bay Minette, Ala., against L. W. LACEY,

BEATRICE LACEY, Defendant S by BANK OF FAIRHOPE

Plaintiff ...

Witness my hand this 11th day of December 1940

Clerk.

COMPLAINT

BANK OF FAIRHOPE,

L. W. LACEY, BEATRICE

Plaintiff,

LACEY, Defendants.

Plaintiff versus

The Plaintiff claims of the Defendant

Dollars, due by

DEMERE & SMITH,

Plaintiff's Attorney.

BANK OF FAIRHOPE,
PLAINTIFF

vs.

L.W. LACEY, BEATRICE LACEY
DEFENDANT.

) IN THE CIRCUIT COURT OF BALDWIN
) COUNTY, ALABAMA
)

NO. _____
AT LAW.

FIRST COUNT. Plaintiff claims of the Defendant \$266.80 amount due by promissory note made by Defendant L.W. Lacey and endorsed by Defendant Beatrice H. Lacey on to-wit December 12, 1939 and payable on January 11, 1940 with interest thereon at the rate of 6% from due date. The Plaintiff avers that the principal amount of said note was \$461.57 and that on diverse occasions, December 30, 1939; April 1, 1940 and June 1, 1940, the Defendant paid a total of the sum of \$194.69 and since that time has paid nothing and Defendant is in default of said note and the said note remains due and payable.

Plaintiff avers that in and for said note Defendant agreed to pay a reasonable attorneys fees for the collection of the same by suit at law or otherwise and Plaintiff further claims of the Defendant the sum of \$40.02 as attorneys fees and also claims interest on the principal at the rate of 6% as perscribed in said note.

DEMEREE & SMITH

By Richard I Demere
Attorney for Plaintiff

Defendant lives at Loxley, Alabama.

Received in Sheriff's Office
this 11 day of Dec., 1940
W. R. STUART, Sheriff

Original
Civil 631

For filing
RECORDED

Executed *12th 17th* 19*40*
by serving copy of within Summons and
Complaint on

L W Lacey and
Beatrice Lacey

W R Stuart Sheriff
By *W R Stuart* Deputy Sheriff

We the jury find in favor
of the plaintiff and assess
the damages at \$332.61.
Lehus. J. Elbert Foreman.

STATE OF ALABAMA
COUNTY OF BALDWIN

BANK OF FAIRHOPE,
PLAINTIFF

vs.

L.W. LACEY, BEATRICE
LACEY,
DEFENDANT.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

NO. *631*
No.

Filed December 11, 1940
R. S. Dush, Clerk

DEMEREE & SMITH
ATTORNEYS AT LAW
FIRST NATIONAL BANK BLDG.
MOBILE, ALA.

Bank of Fairhope
Plaintiff
vs
L. W. Lacey, Beatrice
Lacey Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY , ALABAMA
AT LAW
631

Comes the Plaintiff in the above styled cause
and amends his Bill of Complaint as follows:

1. By inserting as to the style of the Plaintiff
the words, " a banking corporation".

2. By striking from the Bill of Complaint without
prejudice to Plaintiff's rights Beatrice Lacey as a party
Defendant.

3. By striking from the Bill of Complaint the
averment as to the amount of said note and the payments
admitted and substituting in lieu thereof:

The Plaintiff avers that the principal
amount of said note is \$461.57 and admits that on or
about January 9, 1941 Defendant paid \$200.00

Richard J. Demeree

Richard J. Demeree
Attorney for Plaintiff

4. By striking the sum of \$40.02 as
attorneys fees and substituting therefore \$43.21.

Richard J. Demeree

Richard J. Demeree
Attorney for Plaintiff.

Attorney for Plaintiff.
Richard J. Demaree

Richard J. Demaree

attorneys fees and expediting therefore \$43.21.

\$4. By striking the sum of \$40.00 as

Attorney for Plaintiff
Richard J. Demaree

Richard J. Demaree

Call 631

about January 8, 1941 Defendant paid \$200.00

amount of said note as \$461.21 and admits that on or

the Plaintiff avers that the principal

admitted and expediting in lieu thereof:

avowment as to the amount of said note and the payments

3. By striking from the Bill of Complaint the

Defendant.

prejudice to Plaintiff's rights Restrice Tacey as a

5. By striking from the Bill of Complaint withoud

the words, "a pending corporation".

1. By inserting as to the style of the Plaintiff

and amend the Bill of Complaint as follows:

Comes the Plaintiff in the above styled cause

vs
Tacey Defendant
T. M. Tacey, Restrice
as
Plaintiff
Bank of Mobile
vs
631
AT LAW
BALDWIN COUNTY, ALABAMA
IN THE CIRCUIT COURT OF

May 5/1941
Recd
File

BANK OF FAIRHOPE,

Plaintiff,

VS.

L. W. LACEY AND
BEATRICE LACEY,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

DEMURRER.

Now come the Defendants in the above entitled cause and demur to the Complaint and as grounds therefor sets down and assigns separately and severally the following:

1. No facts are alleged to show in what capacity the Plaintiff sues.

2. It affirmatively appears from the Complaint that the suit is against maker and indorser and no facts are alleged to show Plaintiff's right to sue the two said parties jointly.

3. No facts are alleged to show the amounts and dates of the payments made on the said note.

J. T. S. Blackburn
Attorney for Defendants.

Defendants demand a trial of
said cause by jury.

J. T. S. Blackburn
Attorney for Defendants.

DEMURRER.

BANK OF FAIRHOPE,
Plaintiff,

VS.

L. W. LACEY and
BEATRICE LACEY,
Defendants.

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

*Filed January 16, 1941
R.S. Duck, clerk*

RECORDED

Principal \$ 261.57⁵

Interest { 5.25
27.85 { 22.60

Collection

Cost 43.21

\$ 332.67

CERTIFICATE OF JUDGMENT

The State of Alabama }
Baldwin County }

Circuit Court, 11/5/41 Term, 19__.

BANK OF FAIRHOPE

PLAINTIFF

Vs.

L. W. LACEY and BEATRICE LACEY

DEFENDANT.

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

Alabama, do hereby certify that on the 5th day of November, 1941,

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

BANK OF FAIRHOPE

was Plaintiff and

L. W. LACEY and BEATRICE LACEY

was Defendant, in

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

THREE HUNDRED THIRTY-TWO and 61/100

DOLLARS,

and for the sum of Fifteen and 55/100

DOLLARS,

the costs in said suit and that W. J. DEMEREE

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

Witness my hand this 16 day of April, 1942.

Clerk, Circuit Court, Baldwin County, Alabama.

BANK OF FAIRHOPE
Plaintiff

VS

L. W. LACEY and BEATRICE LACEY
Defendant

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA
NO 631.

TO L. W. LACEY & BEATRICE LACEY:

Please take notice that in accordance with Title 7, Section 904, in the 1940 Code of Alabama, you are required to file in this Court within thirty (30) days from the service of this Writ, a statement in writing under oath, of all the assets including money, choses in action, notes, bonds and accounts, and all other property, real, personal, and mixed, or any interest therein, with a detailed description, of the same, the location, and reasonable value of each item, together with a detailed statement of any and all liens encumbrances, or mortgages thereon.

WITNESS my hand and seal this 17th day of April, 1942.

BANK OF FAIRHOPE,
Plaintiff,

VS

L. W. LACEY & BEATRICE LACEY
Defendant

AT LAW NO. 631

Sum or Bal.
Due to
Lacey Co

Received in Sheriff's Office
this 17 day of April, 1942
W. R. STUART, Sheriff

Executed 4-28 1942
by serving notice
on L. W. Lacey &
Beatrice Lacey
W. R. Stuart
by B. F. Kucera, Deputy Sheriff

The State of Alabama,

CIRCUIT COURT

Baldwin COUNTY.

No. 631

November

Term, 1941

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETINGS:

You Are Hereby Commanded, That of the goods and chattels, lands and tenements of

L. W. LACEY & BEATRICE LACEY

Defendant,

you cause to be made the sum of \$332.61

DOLLARS,

which BANK OF FAIRHOPE

Plaintiff,

recovered of L. W. LACEY & BEATRICE LACEY

on the 5 day of November

1941, by the Judgment of our Circuit Court held for the County of

Baldwin, besides the sum of \$15.55

DOLLARS,

costs of suit, and have the same to render to said

the execution thereof, according to law, and make return of this Writ and

Interest from

19

Witness, my hand this 16th day of December

1941.

CLERK'S FEES		Amount	SHERIFF'S FEES		Amount
Issuing Summons and Complaint	\$1.25	1 25	Serving and Returning Summons	2 \$1.50	3 00
Issuing copies of same	.30	30	Serving and Returning Writs	1.30	
Issuing Branch Summons and Complaint	1.25		Serving and Returning Subs. for Wit.	.65	
Issuing copies of same	.30		Levying Attachment	3.00	
Entering Sheriff's Return or copy of above	.20	20	Entering and Returning Attachment	.25	
Docketing Cause	.25	25	Summoning and Returning Garnishee	1.50	
Entering Appearances	.20	20	Serving and Returning Sci. Fas. Notices	1.50	
Filing Pleas Demurrers	.10	30	Impaneling Jury	.75	
Affidavits, Certified	.25		Collecting Cost, Execution	1.50	1 50
Commissions to take Depositions	.75		Taking and Approving Replevin Bonds	1.00	
copies of Interrogatories			Claim Bonds	1.00	
Notices of Filing Interrogatories	.50		Garnishment Bonds	.75	
Filing Packages of Depositions	.10		Forthcoming Bonds	1.00	
Inclosing Packages of Depositions	.10		Bail Bonds	1.00	
Orders in Court	.30	30	Detinue Bond	1.00	
Continuances	.10		Writ of Possession	5.00	
Issuing Subpoenas for Witnesses	.30		Making Deed	5.00	
Trail and Incidents	.75	75	Collecting Money on Execution		
Entering Judgment	.30	30	Writ of Restitution	2.00	
Issuing Execution	.50	50	Sheriff's Commissions		
Entering Sheriff's Return of Execution	.20	20	Sheriff's Deed		
Issuing Certiorari Sci. Fas.	.75		Seizing Personal Property in Detinue	3.00	
Filing Certiorari, etc.	.15		Former Sheriff's Fees		
Issuing Notices	.75		Total Sheriff's Fees		4 50
Issuing copies of same	.50		WAIVER X NO WAIVER		
Taking Bonds	.75		Recapitulation		
Filing Bonds	.10		Judgment for Pltf for	332 61	
Issuing Attachment Writ and taking Bond	1.00		Interest from		
Filing Attachments	.10		Damages		
Summons of Garnishee	.50		Clerk's Fees	8 05	
Swearing and Ent. Answer of Garnishee			Sheriff's Fees	4 50	
Complete Record, 15c per 100 words	3 00		Justice of Peace Fees		
Transcript to Supreme Court			Witness Fees in Justice of Peace Court		
Certificate of Appeal to Supreme Court	.75		Constable's Fees		
Notices of Appeal	.75		Commissioner's Fees		
Appeal Bond	.75		Commissioners Residence		
Certificate of Judgment	.50	50	Printer's Fees		
Witness Certificates	.25		Garnishee's Fees		
			Witness Fees in Circuit Court		
			Former Clerk's Fees		
			Trial Tax	3 0 0	
Total Clerk's Fees		8 05	Total Fees	348 16	

THE STATE OF ALABAMA,
..... Baldwin..... COUNTY
CIRCUIT COURT.

BANK OF FAIRHOPE

XXXXXXXXXXXX

vs.

Plaintiff

L. W. LACEY & BEATRICE LACEY

Defendant

CIVIL EXECUTION FOR COSTS AGAINST
DEFENDANT—

Judgment for.....PLTF..... for \$332.61

Interest from....., 19.....,

to _____, 19____, \$_____.

Damages..... \$.....

Costs.....\$ 15.55

Total..... \$ 348.16

Civil Fee Book..... Page.....

Execution Docket Page.....

Filed December 16th, 1941

Clerk

Richard J. Demeree

Plaintiff's Attorney

J. B. Blackburn

Defendant's Attorney

COLLECT COSTS FROM
DEFENDANT_____

THE STATE OF ALABAMA,
.....COUNTY.

I hereby certify that the within Judgment and costs in this case are correct, and there was a waiver of exemption as to personal property under the Constitution and Laws of Alabama.

This 16th day

of Dec 1941

Clerk.

Received in Office

December 16th 1941

W. R. Stuart

Sheriff.

Sheriff's Execution Docket, page.....

Sheriff's Fee Book, page 631

Returned this 14th day of March
1942 no property of the defendants
found in Baldwin County

W. R. ~~Stuart~~, Sheriff

BY Deputy Sheriff

A hand-drawn diagram of a pill. The pill is oval-shaped and contains the letters 'B' and '1' in a stylized font.

The Baldwin Times — Bay Minette, Ala.

The State of Alabama,

COUNTY:

By virtue of the within Execution, I have, at...

Levied

Sheriff:

[illegible]

22.60 at 4-25 Aug @ 6%

BANK OF FAIRHOPE

FAIRHOPE, ALA.,

Dec 12th 1939

19

Jan 11th 1940

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

order of BANK OF FAIRHOPE,

Four hundred sixty one and 57/100--

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.

Witness _____ hand and seal this, the _____ day of _____, 19 _____

ATTEST

67299

66920

L. M. Lacey

68693

(Seal)

(Seal)

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

Walter A. Dancy.

11/10/30