

1234

BANK OF FAIRHOPE  
a Corporation  
Plaintiff

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY

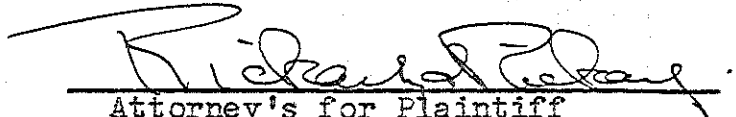
-VS-

ALABAMA

ED WALTHALL, Individually  
and doing business as  
BALDWIN IRON & EQUIPMENT CO.  
Defendant

Count I

The Plaintiff claims of the defendant the sum of TWO THOUSAND THREE HUNDRED TWENTY-TWO DOLLARS and 50/100. (\$2,322.50) due by promissory note made by him on the twelve day of May, 1948 and payable on the thirtieth day of May, 1948. With interest since the thirtieth day of June, 1948 and the Plaintiff says that the defendant on said note and as a part thereof, did waive all right of exemption as to personal property and did agree, in event said note was not paid at maturity, to pay all cost of collection including a reasonable attorney's fee and the Plaintiff alleges that three hundred and forty-eight dollars and forty cents (\$348.40) is a reasonable attorney's fee for the services of it's attorney's in suit of said note and accordingly, claims said fee, in addition to the principal and interest thereon.

  
Attorney's for Plaintiff

BANK OF FAIRHOPE, a Banking  
Corporation,  
Plaintiff

-VS-

ED WALTHALL, individually, and  
doing business as BALDWIN IRON  
& EQUIPMENT COMPANY,  
Defendant

L A W

CIRCUIT COURT OF  
BALDWIN COUNTY,  
ALABAMA

Whereas, the Plaintiff, THE BANK OF FAIRHOPE, in the  
above stated cause, sued out in said Court a writ of attachment against  
the estate of the Defendant, ED WALTHALL; and whereas, said writ of  
attachment was executed by the Sheriff of Baldwin County, Alabama,  
on the                      day of                      , 1948, by levying upon the  
following described property of the Defendant, to-wit:

15 pieces  $\frac{1}{2}$ "  $\times$   $\frac{1}{2}$ " Channell Iron  
10 Bars Angle Iron  
1804 pieces angle iron  
1 - 1938  $\frac{1}{2}$  ton Chevrolet truck, Motor No. G. M.-21-  
833941.  
3790 Concrete blocks each having an alternate release  
value of .15¢.

And, whereas the said Defendant is a non-resident  
of the State of Alabama and that the place of residence and post  
office address of said Defendant is c/o of Dawneer Company, 930  
Dwight Wy, Berkley, California

Now, therefore, the Defendant, ED WALTHALL, is hereby notified of  
the issuance of said attachment and the execution thereof, and to  
be and appear if he thinks proper, to defend said suit at the present  
term of said Court and within thirty days after this notice by pub-  
lication is completed.

WITNESS, my hand, this the                      day of                      ,  
1948.

\_\_\_\_\_  
Clerk, Circuit Court.

\_\_\_\_\_, 1948. Copy of above notice mailed to Defendant  
at above address.

\_\_\_\_\_  
Clerk.

1234

C O P Y

\_\_\_\_\_, 1948. Copy  
of within notice delivered to  
FAIRHOPE COURIER, to be pub-  
lished once a week for three  
successive weeks.

BANK OF FAIRHOPE, a Banking  
Corporation,  
Plaintiff

-vs-

ED WALTHADL, individually, and  
doing business as BALDWIN IRON  
& EQUIPMENT COMPANY,  
Defendant

\_\_\_\_\_  
Clerk.

NOTICE OF ATTACHMENT TO NON-  
RESIDENT DEFENDANT BY PUB-  
LICATION

C O P Y

FILED

SEP 13 1948

ALICE J. DUCK, Clerk

RICKARBY & RICKARBY,  
Attorneys for Plaintiff.

BANK OF FAIRHOPE, a Banking  
Corporation, Plaintiff

-vs-

ED WALTHALL, individually, and  
doing business as BALDWIN IRON  
& EQUIPMENT COMPANY,  
Defendant

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18  
C O P Y

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BANK OF FAIRHOPE, a Banking  
Corporation,  
Plaintiff

-VS-

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Clerk.

ED WALTHALL, individually,  
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Defendant

\_\_\_\_\_  
NOTICE OF ATTACHMENT TO NON-  
RESIDENT DEFENDANT BY PUB-  
LICATION  
\_\_\_\_\_

C O P Y

RICKARBY & RICKARBY,  
Attorneys for Plaintiff

BANK OF FAIRHOPE  
a Corporation  
Plaintiff

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY

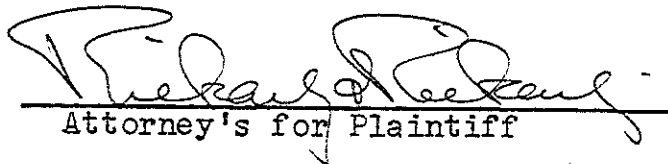
-VS-

ALABAMA

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and doing business as  
BALDWIN IRON & EQUIPMENT CO.  
Defendant

Count I

RECORDED  
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Attorney's for Plaintiff

BANK OF FAIRHOPE, a Banking  
Corporation, Plaintiff

-vs-

ED WALTHALL, individually, and  
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term of said Court and within thirty days after this notice by pub-  
lication is completed.

WITNESS, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_,  
1948.

\_\_\_\_\_  
Clerk, Circuit Court.

\_\_\_\_\_, 1948. Copy of above notice mailed to Defendant  
at above address.

\_\_\_\_\_  
Clerk.

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THE  
SHERIFF  
DEPARTMENT  
CHICAGO  
ILLINOIS

BANK OF FAIRHOPE, a  
Banking Corporation,  
Plaintiff

ED WALTHALL, individually,  
and doing business as  
BALDWIN IRON & EQUIPMENT CO.  
Defendant

RICKARBY & RICKARBY,  
Attorneys for Plaintiff

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U.S. Office of  
Education  
Washington, D.C. 20540



STATE OF ALABAMA:

BALDWIN COUNTY:

TO ANY SHERIFF OF THE STATE OF ALABAMA--

GREETING:

Whereas, KIRBY WHARTON, President of the BANK OF FAIRHOPE, hath complained on oath, that ED WALTHALL is justly indebted to The BANK OF FAIRHOPE in the sum of TWO THOUSAND SIXTY TWO and 90/100 DOLLARS with interest at six per cent from June 30th, 1948; and the said Kirby Wharton having made affidavit, as President, for the Bank of Fairhope and Plaintiff elects not to make bond, as Defendant is a non-resident of the State of Alabama; You are hereby commanded to attach so much of the estate of said Ed Walthall as will be of value to satisfy the said debts 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 had at the present term of the Circuit Court of Baldwin County, 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 13<sup>th</sup> day of Sept. , 1948.

*W. J. Leach*  
Clerk, Circuit Court.

Executed 9-13-48  
By attaching and taking  
into my possession  
the within described  
property

Jayla Wilkins Sheriff  
147 Hall P.S.

RECORDED

1234

BANK OF FAIRHOPE,  
Plaintiff

-vs-

ED. WALTHALL,  
Defendant

WRIT OF ATTACHMENT

FILED

SEP 13 1948

ALICE J. DUCK, Clerk

RICKARBY & RICKARBY,  
Attorneys for Plaintiff

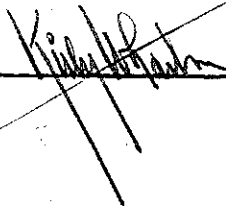
*Handwritten signature*  
Clerk of Court

STATE OF ALABAMA:

COUNTY OF BALDWIN:

Before me, E. G. RICKARBY, Jr., a Notary Public in and for said State and County, personally appeared KIRBY WHARTON, who being duly sworn, deposes and saith:

That ED WALTHALL, individually, and doing business as BALDWIN IRON & EQUIPMENT COMPANY, is justly indebted to THE BANK OF FAIRHOPE in the sum of TWO THOUSAND SIX HUNDRED SEVENTY-TWO and 90/100 DOLLARS with interest at six per cent from June 30th, 1948, which said amount is justly due and that the said Ed Walthall is a non-resident of the State of Alabama and that this attachment is not sued out for the purpose of vexing or harassing the said Defendant.

  
\_\_\_\_\_

Sworn to and subscribed before me this the 13<sup>th</sup>  
day of September, 1948

  
Notary Public, Baldwin County, Alabama.

