MOTION FOR JUDGMENT BY DEFAULT

THE TEXAS COMPANY, a Corporation,	
PLAINTIFF) IN THE CIRCUIT COURT OF THE
and admittable to the state of the) TWENTY EIGHTH JUDICIAL CIRCUIT
VS:) OF ALABAMA - AT LAW
J. A. REIBELING,	A STATE OF THE PROPERTY OF THE
DEFENDANT)) CASE NO. 1640
DUBUNT	- Sandrage Andrews of Sandrage Street

Comes the Plaintiff, by its attorney, and moves the Court to render Judgment by Default in the amount of ONE HUNDRED THIRTY ONE & 61/100 DOLLARS (\$131.61) Principal, plus accrued interest to date in the amount of THREE & 25/100 DOLLARS (\$3.25), for a total of ONE HUNDRED THIRTY FOUR & 86/100 DOLLARS (\$134.86), plus a reasonable attorney's fee, against the Defendant. This is a waive note.

There is attached hereto an affidavit of a competent witness, sworn to before a notary public.

MOTION FOR JUDGMENT BY DEFAULT

THE TEXAS COMPANY, A CORPORATION,

PLAINTIFE

WS:

J. A. REIBELING,

DEFENDANT

IN THE CIRCUIT COURT OF THE TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA

AT IAW

CASE NO. 1640

SUMMONS

STATE OF ALABAMA,)
BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

YOU ARE HEREBY COMMANDED to summon J. A. Reibling to 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 same, then and there to answer the Complaint of the TEXAS COMPANY, a corporation organized and existing under the laws of Texas.

WITNESS my hand this the 24 day of April, 1951.

COMPLAINT

THE TEXAS COMPANY a Corporation

Plaintiff

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAT

J. A. Reibling

vs.

Defendant

·COUNT I

The Plaintiff claims of the defendant the sum of ONE HUNDRED THIRTY ONE & 61/100 DOLLARS (\$431.61) due by promissory note made by him on the 10th day of January, 1951, and due and payable ninety days from date with interest thereon at the rate of eix per cent (6%) per annum, from date until paid. Said note provides that the said defendant waives as to this debt all right to exemption under the Constitution of Laws of Alabama, or any other STATE, as to personal property and provides for a reasonable attorney's fee which the Plaintiff alleges to be \$25.00.

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The Defendant lives about two miles South of Foley on the Gulf Highway, near Mr. John Evans packing shed.

\$ /37.61	\$ 13) 6/ Foley, Ala. January 10 1951	
2 1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	Munch days after date, without grace promise to pay	
	One Hundred There one and by Dollars	·
	for value received, with interest at 6 per cent. per annum from 226.	
	PAYABLE AT FARMERS AND MERCHANTS BANK, FOLEY, ALA.	
	The parties to this instrument, whether maker, endorser, surety or quarantor, 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 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, quarantor, or any one of them.	
No	Due The 10, 1951 Seal	

The endorsers of this note agree to pay all cost of collection, including a reasonable altorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

Received in Sheris's Cuite this 2 day of 195/ TAYLOR WILKINS, Sherist

Executed 5-3-51 13 grange copy of who shicken summone or complaints on It as the formal of the ships of the start of the s

1640 RECORDED

SUMMONS & COMPLAINT

THE TEXAS COMPANY a Corporation

Plaintiff

J. A. Reibling

API 24 1951

-ALICE J. DUCK, Clerk

LAW OFFICE OF FOREST A. CHRISTIAN FOLEY, ALABAMA

AFFIDAVIT OF FOREST A. CHRISTIAN

THE STATE OF ALABAMA,)
BALDWIN COUNTY.

FOREST A. CHRISTIAN, first being duly sworn, deposes and says as follows:

That he represents the Texas Company, a corporation, and that he has in his possession a note dated the 10th day of January, 1951, in the principal amount of \$131.61, due and payable ninety (90) days from date, or April 10, 1951, with interest at the rate of six per cent (6%) per annum, from date until paid. Your affiant knows from his personal knowledge that there have been no payments made on said note. This is a waive note as to all right of exemption under the Constitution and laws of Alabama as to personal property.

Said note provides for a reasonable attorney's fee in the event it is necessary to employ an attorney to collect it and your affiant alleges that \$25.00 is a reasonable fee.

Any Allus Ha

Sworn to and subscribed before me, a Notary Public in and for Baldwin County, Alabama, this the 7th day of June, 1951.

Notary Public

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AFFIDAVIT OF FOREST A. CHRISTIAN

THE TEXAS COMPANY, A CORPORATION,

PLAINTIFF

VS:

J. A. REIBELING,

DEFENDANT

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA

CASE NO. 1640

Default Judicust williagt the note. Telfair of mashburge Judg

WRIT ON JUDGMENT

THE STATE OF ALABAMA, BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, * GREETING:

Whereas Forest A. Christian has made affidavit as required by law that THE TEXAS CO., a Corporation, at the June Term, A.D., 1951, of the Circuit Court of Baldwin County recovered a judgment against John A. REIBLING for the sum of ONE HUNDRED FIFTY NIME & 86/100 DOLLARS (\$159.86), and the further sum of TEN & 55/100 DOLLARS (\$10.55), cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that GEORGE D. McALPINE has, or is believed to have in his possession or under his control, money or effects belonging to the defendant, or that he is or is believed to be indebted to the defendant, or to be liable to him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

These are therefore to command you, that you summon the said GEORGE D. McALPINE to be and appear at the next term of Circuit Court of Baldwin County to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making his answer, he has in his possession, or under his control any money or effects belonging to the defendant; and whether he is indebted to said defendant; or is liable to him on any contract for the payment of money or the delivery of personal property or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

Witness, Alice J. Duck, Clerk of said Court at office, this the 28

Asich- kench

Received in Sheriff's Office this 2 day of 1927, 1951
TAYLOR WILKINS, Sheriff

rying copy of within Summons and

Serving copy of within Summons and

George D. alpine

Taylor Wilhingtonia 147 Half Boonly Sheet

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WRIT ON JUDGMENT

THE TEXAS CO., A CORPORATION,

PLAINTIFF

√S:

J. A. REIBLING,

DEFENDANT

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AFFIDAVIT ON JUDGMENT

THE STATE OF ALABAMA,
BALDWIN COUNTY.

Personally appeared before me, GUS SEMULTZ, a Notary Public in and for said County and State, FOREST A. CHRISTIAN, who being duly sworm, deposes and saith that THE TEXAS CO., a Corporation, at the June Term, A.D., 1951, of the Circuit Court of Baldwin County recovered a judgment against J. A. REIBLING, for the sum of ONE HUNDRED FIFTY NIME & 86/100 DOLLARS (\$159.86), and the further sum of TEN &55/100 DOLLARS (\$10.55) cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that GEORGE D. McALPINE has or is believed to have in his possession or under his control, mency or effects belonging to the said defendant, or that he is believed to be indebted to the defendant, or is to be liable to him on a contract for the delivery of personal property, or on a contract for the payment of money, which may be discharged by the delivery of personal property, or which is payable in personal property.

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Sworn to and subscribed before me this the 27th day of November, 1951.

Notary sublic in and for Beldwin County, Alabama,

AREIDVALL ON TANSMERLE

AFFIDAVIT ON JUDGHEVT

THE STATE OF ALABAMA,

DALLWILL COUNTY.

Personally appeared before me, GUS SCHULTS, a Wetery P, blic in and for seld County and State, FOREST A. CHRISTIAN, who being duly sworm, depones and saith that that that TEXAS CO., a Corporation, at the June Term, A.D., 1981, of the Circuit County recovered a judgment against J. A. AEIBLING. for the sum of USE HUNDED FITTY MINE & SC/100 DULLARS (\$189.86), was the furtier sum of TEH &855/100 DULLARS (\$10.55) one that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that GEORMS D. MeALFINE has or is believed to have in his posession or under his control, woney or effects belonging to the said defendant, or that he is believed to have in his posession or under believed to be indecided to the defendant, or the the payment of memory for the delivery of personal property, or which is payable in personal property.

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Sworn to and subsoribed before me this the 27th day of November, 1951.

TO SO 1951

THE TEXAS CO., A CORPORATION OF STATEMENT OF

AFFIDAVIT ON JUDGMENT

THE STATE OF ALABAMA, BALDWIN COUNTY.

Personally appeared before me, GUS SEHULTZ, a Notary Public in and for said County and State, FOREST A. CHRISTIAN, who being duly sworn, deposes and saith that THE TEXAS CO., a Corporation, at the June Term, A.D., 1951, of the Circuit Court of Baldwin County recovered a judgment against J. A. REIBLING, for the sum of ONE HUNDRED FIFTY NINE & 86/100 DOLLARS (\$159.86), and the further sum of TEN &55/100 DOLLARS (\$10.55) cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that GEORGE D. McALPINE has or is believed to have in his possession or under his control, money or effects belonging to the said defendant, or that he is believed to be indebted to the defendant, or is to be liable to him on a contract for the delivery of personal property, or on a contract for the payment of money, which may be discharged by the delivery of personal property, or which is payable in personal property.

Joseph Olius / Mr.

Sworn to and subscribed before me this the 27th day of November, 1951.

Notary Fublic in and for Baldwin County, Alabama.

THE TEXAS CO., A COMP ORATION

PLAINTIFF

VS:

J. A. REIBLING

DEFENDANT

Garnihment on

NOTICE TO EFFENDANT

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

THE TEXAS CO., a Corporation,

PLAINTIFF

¥S:

J. A. REIBLING,

DEFENDANT

GEORGE D. McALPINE,

GARNISHRE

THE STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to notify J. A. REIBLING that on the 28th day of November, 1951, a writ of garnishment in the above stated case was issued to GEORGE D. McALPINE, as garnishee.

And you will return this writ according to law.

WITNESS my hand this the 28 day of N vember, 1951.

acce Clerk

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RECORDED

NOTICE TO DEFENDANT

THE TEXAS CO., A CORPORATION

PLAINTIFF

VS:

J. A. REIBLING,

DEFENDANT

GEORGE D. MOALPINE

GARNISHEE

Junge D. Alpine 4 mi south Folia

NOV 28 1951 alice a such, clock

Tylo Wilbury Shariff

George Q. alpine

baconet Dec. 12 195/ by serving copy of within Summons an

J. a. Reiblin

L'amplaint on

ANSWER DENYING INDEBTEDNESS

THE TEXAS CO., A CORPORATION,

PLAINTIFF

WS:

J. A. REIBLING,

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

DEFENDANT

GEORGE D. Mcalpine,

GARNISHEE

Personally appeared before me, Forest A. Christian, a Notary Public in and for said State and County, George D. McAlpine, who is personally known to me, and who being by me duly sworn, on oath says that he is the garnishee in the above-stated cas, and answering the garnishment therein he says that he is not now indebted to the defendant in any sum whatever, and was not indebted to him at the time of the service of this garnishment, nor at any time intervening between the time of the service of the garnishment and the making of this answer, and that he will not be indebted in the future to the said defendant by any contract then or now existing, and that he will not be liable to the defendant for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that he has not in his possession or under his control money or effects belonging to the defendant.

George D. McAlpine

Sworn to and subscribed before me this the 31st day of January, 1952.

Notary Public

RECORDED

FILED

FELLIE 1952

ALIDE J. DUCK, Clerk