

W. R. STUART,

PLAINTIFF

VS.

C. C. HUMPHREY,

DEFENDANT

J. R. WILSON, doing business as
Wilson Chevrolet Company,

GARNISHEE

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

IN LAW

NO. 1974

Now comes the Garnishee in this cause, J. R. Wilson, doing Business as Wilson Chevrolet Company, in answer to the garnishment filed in aid of the pending suit against C. C. Humphrey and says:

That he, J. R. Wilson, doing business as Wilson Chevrolet Company, is indebted to the said C. C. Humphrey; further that C. C. Humphrey is an employee of the Wilson Chevrolet Company, and is paid a weekly salary of \$65.00, more or less.

J. R. Wilson
d/b/a Wilson Chevrolet Company

7/19/74

RECORDED

ANSWER OF GARNISHEE

Filed 5-19-53
Avery J. Leuch
clerk

BOND

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, W. R. Stuart, and J. H. Stacey

are held and firmly bound unto J.R. Wilson, doing business as Wilson Chevro-
let Company

in the sum of SIX HUNDRED AND TWENTY (\$620.00) DOLLARS,

to be paid to the said J.R. Wilson, doing business as Wilson Chevrolet Company,
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, severally and firmly by these Presents.

Sealed with our seals, and dated this 1st day of May 1953.

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

W. R. Stuart

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from
said Court, to recover of said Charles C. Humphrey

the sum of THREE HUNDRED AND TEN (\$310.00) Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to
J. R. Wilson, doing business as Wilson Chevrolet Company

summoning him to answer what he is indebted to said Defendant, or what effects of said Defendant
he has in his possession, or under his control; and said Plain-
tiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the
next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs
and damages as he may sustain, by reason of the wrongful or vexatious suing out of this Garnishment,
then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may
hereafter have, under the Constitution and Laws of Alabama, and we hereby severally certify that
we have property free from all incumbrance, to the full amount of the above bond.

J. H. Stacey (Seal)
W. R. Stuart (Seal)

(Seal)

Approved this 1st day of May A. D., 1953

Alvin J. Ruck Clerk.

The State of Alabama,
BALDWIN COUNTY.

Before me, ALICE J. DUCK, Clerk of Circuit Court,

in and for said County, personally appeared W. R. Stuart

who, being duly sworn, doth depose and say that Charles C. Humphrey is

indebted to him in the sum of THREE HUNDRED AND TEN (\$310.00) Dollars,

and that he has commenced on suit by summons and complaint on said indebtedness against the said Charles C. Humphrey

and that J. R. Wilson, doing business as Wilson Chevrolet Company is

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in his

possession, or under his control, and that he believe that process of Garnishment against the said J.R. Wilson, doing business as Wilson Chevrolet Company

is necessary to obtain satisfaction of said claim; and that the said J.R. Wilson, d/b/a Wilson Chev. Co. is believed to be chargeable as Garnishee in said cause; and that this Writ is not sued out for the purpose of vexing or harassing said Defendant, or other improper motives.

Sworn to and subscribed before me this 1st day of May 1953

Alice J. Duck Clerk Circuit Court.

RECORDED

116.

No. 1974

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT

W. R. Stuart

Plaintiff

TO

J. R. Wilson, Garnishee

Charles C. Humphrey,

Defendant

Bond and Affidavit in Garnishment on Summons

Filed this day of 19

Clerk.

Printed by the Baldwin Times, Bay Minette, Alabama.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, W. R. Stuart

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court of said
County, against Charles C. Humphrey

for the sum of THREE HUNDRED AND TEN (\$310) Dollars and whereas, the said
W. R. Stuart

has entered into bond, and made affidavit as required by law that the said Charles C.
Humphrey

is indebted to W. R. Stuart in the sum of THREE HUNDRED AND TEN (\$310)
Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such judgment
as may be recovered by Plaintiff, and that J. R. Wilson, doing business as
Wilson Chevrolet Company,

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said J. R. Wilson, doing
business as the Wilson Chevrolet Company

to be and appear at the next term of the Circuit Court, to
be holden for the County of Baldwin, on May 19, 1953,
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or at the
time of making your answer, or at any time intervening between the time of serving the garnishment and
making the answer, you were indebted to the defendant, and whether, you will not be indebted to him in
the future by a contract then existing, and whether by a contract then existing, you are liable to him for
the delivery of personal property, or for the payment of money which may be discharged by the delivery of
personal property, or which is payable in personal property, and whether you have not in your possession
or under your control money or effects belonging to the defendant.

Witness my hand this 1st day of May, 1953

Alfred J. Smith
Clerk.

Received in Sheriff's Office
this 1 day of May 1953
TAYLOR WILKINS, Sheriff

No. **RECORDED**

Circuit Court of Baldwin County

W. R. Stuart,
Plaintiff

VS. } **GARNISHMENT ON SUMMONS**

J.R. Wilson, Garnishee
Charles C. Humphrey,
Defendant

Issued 1st day of May 1953

J. Connor Owens, Jr.
Plaintiff's Attorney

Received 13 day of May 1953
and on 13 day of May 1953
I served a copy of the within
By service on Jack E. Adams
TAYLOR WILKINS, Sheriff
By W. R. Stuart D.S.

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT IN LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Charles C. Humphrey to appear within thirty days from the service of this writ in the circuit court, to be held in and for said county at the place of holding same, then and there to answer the complaint of W. R. Stuart.

Witness my hand, this 23rd day of April, 1953.

David J. Henshaw
Clerk

W. R. STUART,
PLAINTIFF
VS.
CHARLES C. HUMPHREY,
DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW NO. _____.

The plaintiff claims of the defendant TWO HUNDRED AND SEVENTY (\$270.00) DOLLARS, due by promissory waive note made by him on the 7th day of March, 1951, and payable on demand.

Plaintiff further alleges that in and by said note, the Defendant waived all right of exemption as to personal property and Plaintiff claims benefit of said waiver.

Plaintiff further alleges that in and by said note the Defendant promises to pay all costs of collection, including a counsel's fee and Plaintiff claims of the Defendant the further and additional sum of FORTY (\$40.00) DOLLARS as a reasonable attorney's fee in the premises.

J. Connor Owens Jr.
Attorney for the Plaintiff

RECORDED
IN DISTRICT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 1974.

Received in Sheriff's Office
this 22 day of April, 1953
TAYLOR WILKINS, Sheriff

W. R. STUART,
PLAINTIFF
VS.
CHARLES C. HUMPHREY,
DEFENDANT

SUMMONS AND COMPLAINT

FILED 4-23-53

W. R. Stuart
CLERK

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
BAY MINETTE, ALA.

Received _____ day of _____ 19____
and on 25 day of April 1953
I served a copy of the within _____
on _____
By service on Charles C. Humphrey
TAYLOR WILKINS, Sheriff
By Taylor Wilkins S.S.

STATE OF ALABAMA,
BALDWIN COUNTY

TO Charles C. Humphrey , Defendant

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of.....

..... W. R. Stuart , Plaintiff

versus Charles C. Humphrey , Defendant.....

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which..... J. R. Wilson,.....

..... doing business as Wilson Chevrolet Company.....

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the..... 1st.....

day of May , 1953

..... *Berice J. Wink*
Clerk of the Circuit Court.

721974

Received in Sheriff's Office
this 6 day of May 1957
TAYLOR WILKINS, Sheriff

Received _____ day of _____ 19____
and on 9 day of May 1957
I served a copy of the within _____
on _____

By service on Charles C. Humphrey

TAYLOR WILKINS, Sheriff
By Robert S. Sowell D.S.

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

..... W. R. Stuart

Plaintiff

VS.

..... Charles C. Humphrey

Defendant

THE STATE OF ALABAMA,

COUNTY OF BALDWIN

Before the undersigned, Clerk of the Circuit Court of said County came W.R. Stuart, who, being sworn by me, on oath says that C.C. Humphrey is indebted to him in the sum of \$ 346.45, and that J.R. Wilson, doing business as Wilson Chevrolet Company, supposed to be indebted to, or have effects of said C.C. Humphrey in his possession or under his control, and he believes process of garnishment against said J.R. Wilson, doing business as Wilson Chevrolet Company, is necessary to obtain satisfaction of such claim.

W.R. Stuart

Sworn to and subscribed before me on this 12th day of June, 1953

Reice J. Neube
Clerk

RECORDED *NO 1974 1/2*

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

W. R. Stuart

v.

C. C. Humphrey

GARNISHMENT AFFIDAVIT

J. Connor Owens, Jr.
Attorney at Law
Bay Minette, Alabama

*Filed 6-12-63
Circ. Clerk
Clerk*

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Term, 19 June 53, of the Circuit Court of Baldwin County,
to-wit: On the 4th day of June, 19 53, being a regular day of
said term, W. R. Stuart

recovered judgment against Charles C. Humphrey

for the sum of \$346.45 Dollars, and cost of suit,
and affidavit having been made by W. R. Stuart
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

J. R. Wilson, doing business as Wilson Chevrolet Company

has or is believed to have in his possession, or under his control money
or effects belonging to said defendant C.C. Humphrey or that J. R. Wilson is, or
is believed to be indebted to said defendant or to be liable to them, or to one of them 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.

You Are Therefore Hereby Commanded to Summon

J. R. Wilson, doing business as Wilson Chevrolet Company

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, within 30 days of the service of this writ
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making his answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer he was or is indebted to said defendant
and whether he will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing he
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether he has not in his possession or under his control money or
effects belonging to the defendant C. C. Humphrey

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this 12th day of June, A.D., 19 53

Issued day of A. D., 19

ATTEST:

Alice J. Duck, Clerk.

This day of June 1933
TAYLOR WILKINS, Sheriff

Received _____ day of _____ 19____
and on 23 day of June 1933
I served a copy of the within _____
on _____
By service on J. R. Wilson
TAYLOR WILKINS, Sheriff
By J. R. Wilson S.

RECORDED

Circuit Court, Baldwin County

No. 1974 1/2

W. R. Stuart

VS. } Garnishment On Judgment

C. C. Humphrey
J. R. Wilson

Issued 19th day of June 1933

Returnable _____ day of _____ 19____

J. Conrad Owens Jr.
Attorney

W. R. STUART

VS

C. C. HUMPHREY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALA.

I, Alice J. Dusk, Clerk of the Circuit Court in and for the
said County and State do hereby Certify that the total amount
of the Garnishment and Court Cost in the above style cause has
been paid in full and the Garnishee, Wilson Chevrolet Company,
is hereby released.

Witness my hand and seal this 4th day of November, 1953.

Clerk

1974

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALA.

W. R. STANT

VS

G. C. HUBBERT

I, Alice J. Duck, Clerk of the Circuit Court in and for the
said County and State do hereby certify that the total amount
of the Garnishment and Court Cost in the above style cause has
been paid in full and the Garnishment, Wilson Chevrolet Company,
is hereby released.
Witness my hand and seal this 14th day of November, 1974.

Clerk

\$ 300⁰⁰

Bay Minette, Alabama, 3/7 1951

On the 3rd day of January 1951, for value received, I promise to pay to BALDWIN COUNTY BANK,

or order Three Hundred & 00/100 DOLLARS

at the BALDWIN COUNTY BANK, Bay Minette, Ala.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. 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.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Ala., at or before the payment of this note, hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Ala., the following property, to-wit:

All of live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and description, raised during the year 1951 by us or under our direction, including all rents due or to become due us for the year 1951

in County, Alabama, or elsewhere. Also

To be paid 10⁰⁰ per week to commence on 3/17/51

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Ala., then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Ala. and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Ala., after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK,

Bay Minette, Ala., and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

Attest: _____

C. Humphrey L. S.

No. _____ Due _____

_____ L. S.

Each endorser, whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payment of within note, and agrees that said endorsement shall remain good and binding until said note is fully paid.

OK by Cash 9/14/67 10-21
" " 9/14/67 10-21
" " 9/14/67 10-21