

2052

CITIZENS-FARMERS & MERCHANTS BANK,
A Corporation,

Plaintiff,

VS.

R. B. BAKER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

WRIT

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

Whereas, Citizens-Farmers & Merchants Bank, A Corpora-
tion, plaintiff, has commenced suit by summons and complaint re-
turnable to the present Term of the Circuit Court of Baldwin County,
against R. B. Baker, for the sum of Seven Hundred Sixteen and
31/100 Dollars (\$716.31); and whereas it has made affidavit, as
required by law, that the said defendant is indebted to Citizens-
Farmers & Merchants Bank, a Corporation, in the sum of Seven Hun-
dred Sixteen and 31/100 Dollars (\$716.31); that Ray Construction
Company is supposed to be indebted to said defendant, or has effects
of said defendant in its possession or under its control, and that
he believes that process of garnishment against the said Ray Con-
struction Company is necessary to obtain satisfaction of said claim,
and has given bond as required by law.

These are therefore to command you, that you summon the
said Ray Construction Company to be and appear at the present Term
of the Circuit Court of Baldwin County, within thirty days from
the service of this writ, then and there to answer on oath, whether
at the time of the service of this writ of garnishment, or at the
time of making its answer, it has in its possession or under its
control, any money or effects belonging to the defendant; and whether
it 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 31st day of July, 1953.

Alice J. Duck
Clerk.

Received in Sheriff's Office
this 31 day of July 1953
PAYLOR WILKINS, Sheriff

Original
NO 2052

Returned Not served
By order of
Plaintiff's atty
Layton Wilkins
Sheriff

Writ

Citizens Farmers
& Merchants Bank
vs

R. B. Baker

FILED
JUL 31 1953
ALICE J. DUCK, Clerk

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon R. B. BAKER to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place for holding same, then and there to answer the complaint of CITIZENS-FARMERS & MERCHANTS BANK, A Corporation.

AS.
R. B. BAKER, Defendant.
CITIZENS-FARMERS & MERCHANTS BANK, Plaintiff.
A Corporation.
VS.
R. B. BAKER, Defendant.

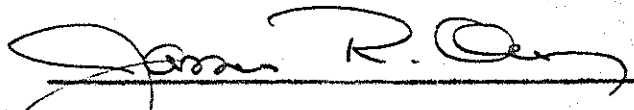
Clerk of the Circuit Court

COMPLAINT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

The plaintiff claims of the defendant the sum of Seven Hundred Sixteen and 31/100 Dollars (\$716.31) balance due on an installment promissory note made by the defendant to the plaintiff, on, to-wit: the 10th day of January, 1953, which said balance bears interest from June 1, 1953, at the rate of six percent (6%) per annum. Plaintiff avers that the said note is the property of the plaintiff and the amount due thereon, together with interest, is still due and unpaid. Plaintiff avers that in and by the terms of the said note, the defendant waived all rights of exemption as to this debt and agreed to pay a reasonable attorney's fee for the collection of same, which attorney's fee the plaintiff alleges to be \$100.00 and which he herewith claims.


Attorney for Plaintiff

7202052

be \$100.00 and which he heretofore claims.

collection of same, which necessarily see the Plaintiff's silence as
 this date and agreed to pay a reasonable attorney's fee for the
 the said note, the defendant waived all rights of exemption as to
 still due and unpaid. Plaintiff avers that in and by the terms of
 Plaintiff and the amount due thereon, together with interest, is
 amount. Plaintiff avers that the said note is the property of the
 interest from June 1, 1933, at the rate of six percent (6%) per
 on, to-wit: the 10th day of January, 1933, which said balance bears
 assignments hereinafter made made by the defendant to the Plaintiff
 hundred dollars and 37/100 dollars (\$100.37) balance due on the 1st

CITIZENS-FARMERS AND MERCHANTS
 BANK, A Corporation,
 Plaintiff,
 VS.
 R. B. BAKER,
 Defendant.

IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA
 AT LAW

FILED

JUL 31 1953

ALICE J. DUCK, Clerk

Robert J. Duck

Attorney for Plaintiff

Robert J. Duck

After and agree to answer the complaint of Citizens-Farmers and
 Court to be held for said Court of the place for paying same,
 Plaintiff hereby gives from the Court of the said in the Circuit
 You are hereby commanded to answer it. D. BAKER to appear
 TO THE CIRCUIT OF THE STATE OF ALABAMA,
 BALDWIN COUNTY,
 STATE OF ALABAMA.

CITIZENS-FARMERS & MERCHANTS BANK,
A Corporation,

Plaintiff,

VS.

R. B. BAKER,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

WRIT

STATE OF ALABAMA }

BALDWIN COUNTY }

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

Whereas, Citizens-Farmers & Merchants Bank, A Corporation, plaintiff, has commenced suit by summons and complaint returnable to the present Term of the Circuit Court of Baldwin County, against R. B. Baker, for the sum of Seven Hundred Sixteen and 31/100 Dollars (\$716.31); and whereas it has made affidavit, as required by law, that the said defendant is indebted to Citizens-Farmers & Merchants Bank, a Corporation, in the sum of Seven Hundred Sixteen and 31/100 Dollars (\$716.31); that Ray Construction Company is supposed to be indebted to said defendant, or has effects of said defendant in its possession or under its control, and that he believes that process of garnishment against the said Ray Construction Company is necessary to obtain satisfaction of said claim, and has given bond as required by law.

These are therefore to command you, that you summon the said Ray Construction Company to be and appear at the present Term of the Circuit Court of Baldwin County, within thirty days from the service of this writ, then and there to answer on oath, whether at the time of the service of this writ of garnishment, or at the time of making its answer, it has in its possession or under its control, any money or effects belonging to the defendant; and whether it 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 31st day of July, 1953.

Alice J. Duck
Clerk.

File 31- day of July, 1923.

Clerk.
Wm. F. Dwyer

Witness Alice T. Duck, Clerk of said Court at office

property.

the delivery of personal property, or which is payable in personal or a contract for the payment of money which may be discharged by for the payment of money or the delivery of personal property, or it is indebted to said defendant or is liable to him on any contract control, any money or effects belonging to the defendant; and whether time of making its answer, it has in its possession or under its at the time of the service of this writ of garnishment, or at the the service of this writ, then and there to answer on oath, whether of the Circuit Court of Baldwin County, within thirty days from said Ray Construction Company to be and appear at the present term these are therefore to command you, that you summon the and has given bond as required by law.

station Company is necessary to obtain satisfaction of said claim, he believed the process of garnishment against the said Ray Company of said defendant in its possession or under its control, and that Company is supposed to be indebted to said defendant, or has effects Greg Simpson and \$1,100 Dollars (\$1,100.00); that Ray Construction Company is Merchants Bank, a Corporation, in the sum of seven hundred and thirty-one dollars and fifty cents (\$731.00); and whereas it has made affidavit as against H. B. Baker, for the sum of seven hundred and thirty-one dollars to the present term of the Circuit Court of Baldwin County, and whereas Baker has commenced suit by summons and complaint to TO THE SHERIFF OF THE STATE OF ALABAMA, CREDITING: BALDWIN COUNTY

State of Alabama

White

Defendant.

H. B. Baker,

vs. Ray

Plaintiff.

BALDWIN COUNTY, ALABAMA

Plaintiff.

IN THE CIRCUIT COURT OF

A Corporation,
CITIZENS TRUSTERS & MERCHANTS BANK,

FILED

JUL 31 1923

ALICE T. DUCK, Clerk

Copy for Ray Const Co

CITIZENS-FARMERS & MERCHANTS BANK,
A Corporation,

Plaintiff,

VS.

R. B. BAKER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

BOND

STATE OF ALABAMA)
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That Citizens-Farmers & Merchants Bank, a Corporation, is held and firmly bound unto R. B. Baker in the sum of Fourteen Hundred Thirty-Two and 62/100 Dollars (\$1432.62) to be paid to the said R. B. Baker, heirs, executors, administrators or assigns; for which payment, well and truly to be made, it binds itself firmly by these presents.

Sealed with our seals, and dated this 24th day of July A. D., one thousand nine hundred and fifty three.

The condition of the above obligation is such, that, whereas, the above bound Citizens-Farmers & Merchants Bank, a Corporation has commenced suit in the Circuit Court of Baldwin County, by summons and complaint returnable to the next term of said Court, to recover of said Seven Hundred Sixteen and 31/100 Dollars (\$716.31) and has, on the day of the date hereof, prayed that writ of garnishment issue to Ray Construction Company to answer on oath whether at the time of the service of the said writ of garnishment or at the time of making its answer it has in its possession, or under its control any money or effects belonging to the defendant and whether it 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, and said plaintiff having made affidavit as required by law in such cases and by entering into this bond, has obtained the same, returnable to the present term of the Circuit Court of 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.

CITIZENS-FARMERS & MERCHANTS BANK,
A Corporation (SEAL)

By *J. M. Johnson*

As its President.

Approved this 21st day of July, 1953.

W. J. Wick
Clerk.

No 20521

BOND

CITIZENS-FARMERS & MERCHANTS
BANK, A Corporation,

Plaintiff,

VS.

R. B. BAKER,

Defendant.

IN THE CIRUCIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

FILED

JUL 31 1953

ALICE J. DUCK, Clerk

J. B. BLACKBURN

ATTORNEY AT LAW

BAY MINETTE, ALABAMA

CITIZENS-FARMERS & MERCHANTS BANK,
A Corporation,

Plaintiff,

VS.

R. B. BAKER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

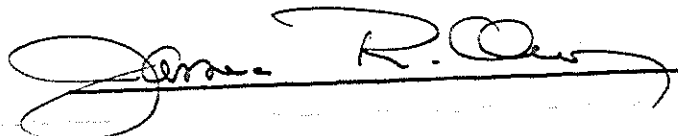
AFFIDAVIT

STATE OF ALABAMA)
BALDWIN COUNTY)


Before me the undersigned authority, personally appeared James R. Owen, who first being duly and legally sworn, deposes and says:

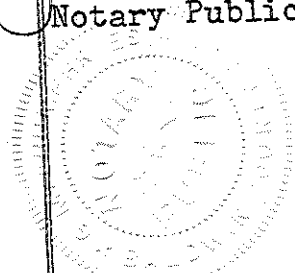
That he is the attorney for the plaintiff in the above styled cause.

That he has been informed and believes, and on such information and belief states that the defendant is indebted to the plaintiff in the amount of \$716.31; that the plaintiff has commenced suit by summons and complaint in the Circuit Court of said County and State against the defendant, and that he believes the process of garnishment against Ray Construction Company is necessary to obtain satisfaction of said claim, and that said Ray Construction Company has, or is believed to have in its possession or under its control money or effects belonging to the defendant or that Ray Construction Company is, or is believed to be indebted to the defendant or to be liable to the defendant on a contract for the delivery of personal property, or which is payable in personal property.



Sworn to and subscribed before me on
this the 31st day of July, 1953.


Notary Public, Baldwin County, Alabama.



NO 2052

Affidavit

THE STATE OF TEXAS, COUNTY OF DALLAS, ss.

I, the undersigned, do hereby certify that the

above named person is the owner of the

same.

AD.

NOTARY PUBLIC

My commission expires on

the 1st day of

January, 1959.

Witness my hand and seal this

FILED
JUL 31 1959
ALICE L. BUCK, Clerk

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this

day of July, 1959.

Notary Public in and for the State of Texas.

My commission expires on the 1st day of January, 1959.

Subscribed and sworn to before me this day of July, 1959.

Notary Public in and for the State of Texas.

My commission expires on the 1st day of January, 1959.

Subscribed and sworn to before me this day of July, 1959.

Notary Public in and for the State of Texas.

My commission expires on the 1st day of January, 1959.

Subscribed and sworn to before me this day of July, 1959.

Notary Public in and for the State of Texas.

My commission expires on the 1st day of January, 1959.

Subscribed and sworn to before me this day of July, 1959.

Notary Public in and for the State of Texas.

Subscribed and sworn to before me this day of July, 1959.

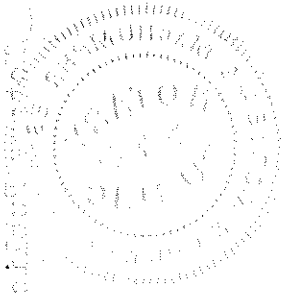
Notary Public in and for the State of Texas.



NO 2052

Affidavit

FILED
JUL 31 1953
ALICE J. CRICK, Clerk



STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon R. B. BAKER to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place for holding same, then and there to answer the complaint of CITIZENS-FARMERS & MERCHANTS BANK, A Corporation.

Philip J. Darr
Clerk of the Circuit Court

COMPLAINT

CITIZENS-FARMERS & MERCHANTS BANK,)
A Corporation,)
Plaintiff,)
VS.)
R. B. BAKER,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The plaintiff claims of the defendant the sum of Seven Hundred Sixteen and 31/100 Dollars (\$716.31) balance due on an installment promissory note made by the defendant to the plaintiff, on, to-wit: the 10th day of January, 1953, which said balance bears interest from June 1, 1953, at the rate of six percent (6%) per annum. Plaintiff avers that the said note is the property of the plaintiff and the amount due thereon, together with interest, is still due and unpaid. Plaintiff avers that in and by the terms of the said note, the defendant waived all rights of exemption as to this debt and agreed to pay a reasonable attorney's fee for the collection of same, which attorney's fee the plaintiff alleges to be \$100.00 and which he herewith claims.

Sam R. Can
Attorney for Plaintiff

Received in Sheriff's Office
the 31 day of July 1953
TAYLOR WILKINS, Sheriff

SUMMONS AND COMPLAINT

W 2052

Did Work for Snyder
dredging Co.
and contractor

Returned 4th day of Aug 1953
Not found in my county after diligent search and in-
quiry.

By Taylor Wilkins, Sheriff

CITIZENS-FARMERS & MERCHANTS
BANK, A Corporation,
Plaintiff,

VS.

R. B. BAKER,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

FILED
JUL 31 1953
ALICE J. BUCK, Clerk