

93062
Case No.
JOHN V. DUCK
ATTORNEY AT LAW
P. O. BOX Y
FAIRHOPE, ALABAMA 36532

June 5, 1973

Mrs. Eunice Blackmon
P. O. 239
Bay Minette, Ala. 36507

Case No. 9306
Assoc. Plan vs. Arma Lee Porter

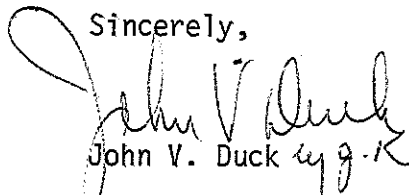
Dear Mrw. Blackmon:

We received Notice from Howell, Johnston, Langford & Finkbohner of Mobile that Arma Lee Porter was now in bankruptcy on April 4, 1973 and we then wrote to Judge Mashburn on April 10, 1973 asking that he release the garnishment we have against her, sending along a copy of the letter from the Mobile attorneys.

We note that this case is on the Docket for June 11th and are hereby requesting again that this garnishment be released against Arma Lee Porter.

Thank you for your cooperation in this matter.

Sincerely,


John V. Duck *yg-R*

JVD/jk

FILED
JUN 8 1973
EUNICE B. BLACKMON CIRCUIT
CLERK

SECURITY AGREEMENT

THIS SECURITY AGREEMENT made by Arman Lee Porter
of P. O. Box 252 Street Foley City, Baldwin County,
State of Alabama, herein called Debtor, for valuable consideration

receipt of which is hereby acknowledged, hereby grants and conveys a security interest to Associates Plan Corporation, _____
Mobile City, Mobile County, State of Alabama, herein called the
Secured Party, in the following described property, to-wit:

YEAR	MODEL	SERIAL NUMBER	DESCRIPTION
			Motorola B&W port. TV, Zenith B&W Console TV, Hotpoint gas stove, Hotpoint Refrig., "ahogany complete BR suite, Zenith stereo, Blonde BR suite, French Prov. LR suite, Baldwin upright piano

together with all replacements, parts, additions, repairs and accessories incorporated therein and hereafter affixed thereto, all of which are made a part thereof by this agreement and included in the term "property" as used herein.

Debtor hereby grants and conveys a security interest to Secured Party in the collateral described above in order to secure payment of a certain promissory note in the amount of \$ 828.00, and of even date herewith, made by said Debtor to the Secured Party herein, for which this Security Agreement is collateral security, and payable

in 18 monthly installments of \$ 46.00 and a final installment of \$ 000 beginning on 7/16 19 69
(Month and Day)

and continuing on the same date of each month thereafter until fully paid.

Said Debtor covenants and agrees with said Secured Party as follows, to-wit:

1. The Debtor warrants to the Secured Party that he is the sole owner of the property; that the same are free of all liens and encumbrances, excepting the following:

NONE

(no exception unless described here)

2. The Debtor warrants that he is now in possession of the property; that said property is in good condition and repair and promises that he will not part with the possession of or sell, mortgage, lease or rent said property or remove it from the county where he now resides without the written consent of the Secured Party; that he will exhibit said property to Secured Party on demand.

3. That said property shall at all times be insured for such amount in such companies and against such hazards as Secured Party may require and that the proceeds of such insurance shall be payable to Debtor and Secured Party as their interest may appear. If such a policy of insurance is not delivered promptly or if such policy is subsequently cancelled or expires, and replacement insurance is not furnished immediately, the Secured Party may, but shall not be obligated to, purchase such a policy, and Debtor promises to pay the cost thereof at such time or times as the Secured Party demands, together with interest thereon at the highest lawful contract rate until paid.

4. That time is the essence of this agreement and if default be made in the payment of any installment of said obligation or if there be a breach of any covenant herein contained then all installments of said debt shall at the option of the Secured Party without notice or demand become at once due and payable and all of the Debtor's right to the possession of said property and all his interest therein shall thereupon terminate and the Secured Party may take possession of said property either with or without demand or notice and by or without process of law. The Secured Party may sell said property at public or private sale with or without notice, at which sale said Secured Party may become the purchaser and out of money arising from such sale, said Secured Party may retain all attorney fees, costs and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling such property and the amount unpaid upon said obligation, rendering the overplus arising from such sale to Debtor. In the event said property does not sell for a sum sufficient to satisfy the amount unpaid upon said obligation after deducting from the sale price said attorney fees, costs and charges the Debtor agrees to pay forthwith the balance remaining unsatisfied. The Secured Party may enter any premises where said property may be or is believed by the Secured Party to be for the purpose of taking possession of said property and may remove the same therefrom. In taking possession of the property, the Secured Party may take possession of any property therein or thereon although such property is not covered by this Security Agreement and may hold such property for the Debtor without any liability on the part of the Secured Party. After repossession and until said debt is satisfied, the Debtor authorizes the Secured Party to cancel any policy or policies of insurance upon said property and to collect and receipt for in the name of the Debtor all return premium thereon.

5. That all of the terms and conditions of this Security Agreement shall apply to and be binding upon the Debtor, his personal representatives, successors and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

6. Each of the undersigned hereby severally waive homestead, personal property and all rights of exemption under the Constitution or Laws of Alabama permitted by law to be waived.

The Debtor hereby acknowledges receipt of a true copy of this Security Agreement and warrants and represents that the Debtor has this day received such copy and that this Security Agreement contains all of the agreements of the parties with reference to the property herein described.

Executed in duplicate and delivered by the Debtor this 16th day of June 19 69
Witness [Signature] Signed Arman Lee Porter (SEAL)
(DEBTOR)

Witness [Signature] Arman Lee Porter
(Print Name of Debtor)

611147 Rev. 10-67

\$ 828.00 Mobile Alabama June 16 19 69
(Total Amount of Note) City State Date

For value received I, (we jointly and severally) promise to pay to the order of Associates Plan Corporation, _____
EIGHT HUNDRED TWENTY EIGHT AND NO/100 Dollars (\$ 828.00)
at its office in Birmingham, Alabama in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

in 18 monthly installments of \$ 46.00 and a final installment of \$ xxx beginning on 7/16 19 69
(Number of payments) (Am't. each payment) (Month and Day)

and continuing on the same day of each month thereafter, together with interest at the highest legal rate after maturity until paid.
If any of said installments be not paid when due, then all unpaid installments hereof shall immediately become due and payable without notice or demand. All of the parties hereto, including sureties, endorsers and guarantors, hereby severally waive presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit on any party thereto, and all endorsers and guarantors hereon consent that the time of payment may be extended from time to time after maturity without notice to them.

Signed Arman Lee Porter

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

Bay Minette, Ala.

DATE September 23, 1970

Re: Assoc. Plan Corp. vs. Arma Lee Porter

Civil Case No. 9306

Dear Mrs. Duck:

Enclosed please find original note sued on
in captioned. Please have the Judge issue
a judgment by default in the amount of
\$640.60, plus interest of \$53.40, and
attorneys fees of \$120.00

Sincerely,

SIGNED

DATE

SIGNED

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY
September TERM, 1970

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular September Term, 1970, of the Circuit Court of Baldwin County, to-wit: On the 25th day of September, 1970, being a regular day of said term, ASSOCIATES PLAN CORPORATION, a corporation

recovered judgment against ARMA LEE PORTER

for the sum of SEVEN HUNDRED NINETY-THREE Dollars, and cost of suit, and affidavit having been made by JOHN V. DUCK that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

BALDWIN COUNTY BOARD OF EDUCATION
Bay Minette, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant ARMA LEE PORTER or that it 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

BALDWIN COUNTY BOARD OF EDUCATION
Bay Minette, Alabama

to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from the service of the garnishment, or at the making of its answer, or at any time intervening the time of serving the garnishment, and making the answer it was indebted to said defendant ARMA LEE PORTER and whether it will not be indebted in future to said defendant " " by a contract then existing, and whether by a contract then existing it 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 it has not in its possession or under its control money or effects belonging to the defendant ARMA LEE PORTER

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

Witness, ALICE J. DUCK, Clerk of said Court, this 3 day of Nov, A. D., 1970

Issued 3 day of Nov A. D., 1970

ATTEST:
Alice J. Duck Clerk.

CIRCUIT COURT, BALDWIN COUNTY

No. 9306 $\frac{1}{2}$

ASSOCIATES PLAN CORPORATION,
A Corp.,

VS. } GARNISHMENT ON JUDGMENT

ARMA LEE PORTER, Defendant

BALDWIN COUNTY BOARD OF EDUCATION
Bay Minette, Ala., Garnishee

Issued 3rd day of November 19 70

Returnable _____ day of _____ 19 _____

John V. Duck

Attorney

Moore Printing Company, Bay Minette, Alabama

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 1 PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$ 0
PROCESS(ES) OR A TOTAL OF \$ 1.50

Received 4 day of Nov. 19 70
and on 5 day of Nov. 19 70
I served a copy of the within white
on Bald. Co. Board of Edu.

By service on Mrs. Louise Hallenger

TAYLOR WILKINS, Sheriff
By W. A. Jallard

THE STATE OF ALABAMA,
BALDWIN COUNTY

9306 1/2
CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid JOHN V. DUCK

who being duly sworn, on oath says, that a regular September Term
of the Circuit Court of Baldwin County, to-wit: on the 25 day of September
19 70, ASSOCIATES PLAN CORPORATION, a corporation,

recovered a judgment against ARMA LEE PORTER

for the sum of
SEVEN HUNDRED NINETY-THREE (\$793.00) Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

BALDWIN COUNTY BOARD OF EDUCATION

Bay Minette, Alabama

supposed to be indebted to or have effects of the said ARMA LEE PORTER

in its possession, or under its control, and that he believes process of

Garnishment against said BALDWIN COUNTY BOARD OF EDUCATION

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 3rd

day of Nov A. D. 1970

Alice J. Duck
Clerk.

John V. Duck

STATE OF ALABAMA

Baldwin County

TO ARMA LEE PORTER....., Defendant.....:

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

ASSOCIATES PLAN CORPORATION, A Corp.,....., Plaintiff.....,

versus Arma Lee Porter....., Defendant.....,

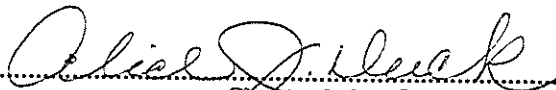
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

Baldwin County Board of Education, Bay Minette,.....

ha..... been named as Garnishee.....

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

3rd day of November....., 1970.


Clerk of the Circuit Court.

9306 1/2

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

ARMA LEE PORTER

72 mi

ASSOCIATES PLAN CORP.

Plaintiff.....

VS.

ARMA LEE PORTER

Defendant.....

John V. Duck, Atty.

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING _____ PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$ 7.20
PROCESS(ES) OR A TOTAL OF \$ 8.70

~~Sheriff claims 1
Ten Cents per mi's Total 72
TAYLOR WILKINS, Sheriff
Deputy Sheriff
miles of~~

Received 4 day of Nov. 1970
and on 9 day of Nov. 1970
I served a copy of the within Notice
on Arma Lee Porter

By service on _____

TAYLOR WILKINS, Sheriff
By Chadman D. S.