

BRUMFIELD CONSTRUCTION CO., Inc.  
GENERAL CONTRACTOR  
P. O. BOX 85  
SILVERHILL, ALABAMA 36576

---

PHONE 947-3516

October 9, 1970

Virgil J. Brumfield  
P.O. Box 85  
Silverhill, Alabama

9429

Re: Suit of Baldwin National Bank of  
Robertsdale vs Virgil J. Brumfield

Dear Mrs Duck

Reference is made to the above stated suite in which we the Brumfield Const. Co., Inc. in behalf of Virgil J. Brumfield the defendant.

On behalf of the defendant we acknowledge the debt of \$1,226.22 to the Baldwin National Bank of Robertsdale. As the employer, we have made arrangements with the defendant to hold back 25% of each weeks salary. These deductions will be forwarded once a month to the County Clerks Office in BayMinette to be paid to the Baldwin National Bank of Robertsdale. The first Garnishment payment will be out of the pay week ending October 8, 1970. The defendants wages are 1.75 per hour, with a 40 hour work week. Please note that the defendant will not be working in bad weather.

If any further questions arise concerning this matter and we can be of assistance please contact us.

Thank You Verry Much

Brumfield Const. Co., Inc.

*Y. V. Brumfield*

FILED

OCT 12 1970

ALICE J. DUCK CLERK  
REGISTER

BALDWIN NATIONAL BANK  
OF ROBERTSDALE, A  
CORPORATION

Plaintiff

VS.

VIRGIL J. BRUMFIELD

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9429

1.

The Plaintiff claims of the Defendant the sum of ONE THOUSAND TWO HUNDRED TWENTY SIX AND 22/100 DOLLARS (\$1,226.22) balance due after all proper credits given on a promissory note made by the Defendant on the 21st day of January, 1970 and payable as follows: THIRTY (30) installments of ONE HUNDRED AND 94/100 DOLLARS (\$100.94) each, the first payment due and payable on March 1, 1970. The Plaintiff avers that the Defendant defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from January 21, 1970. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee of EIGHTYFIVE DOLLARS (\$85.00).

WILTERS, BRANTLEY & NESBIT

BY: 

Attorneys for Plaintiff

FILED

AUG 11 1970

ALICE J. DUCK

CLERK  
REGISTER

## STATE OF ALABAMA

Baldwin County

TO VIRGIL J. BRUMFIELD, Defendant.....

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

BALDWIN NATIONAL BANK OF ROBERTSDALE

Plaintiff.....

versus VIRGIL J. BRUMFIELD, Defendant.....

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

SAM BRUMFIELD d/b/a Brumfield Construction Company

has... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 11<sup>th</sup>..........day of Aug, 19.....70Alice J. Duck  
Clerk of the Circuit Court.

---

---

**NOTICE**

**TO DEFENDANT OF GARNISHMENT**

**BY**

**CLERK OF CIRCUIT COURT**

**BALDWIN COUNTY, ALABAMA**

**TO**

.....  
.....  
.....  
.....

**Plaintiff....**

**VS.**

.....  
.....  
.....

**Defendant....**

---

---

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. ....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Virgil J. Brumfield

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

Virgil J. Brumfield Defendant.....

by Baldwin National Bank of Robertsedale

Plaintiff.....

Witness my hand this 11 day of August 19 70

Alice J. Clark Clerk

VOL

65 PAGE 703

24 8-15-70

No. 9429

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Baldwin National Bank of

Robertsdale,

Plaintiffs

vs.

Virgil J. Brumfield

Defendants

1. SUMMONS AND COMPLAINT

2. Notice

**FILED**

Filed ..... 19.....

AUG 11 1970

Clerk

**ALICE J. DUCK**

CLERK  
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Silverhill, Alabama

Received In Office

Aug. 11 1970

Taylor Wilkins Sheriff

I have executed this summons

this 15 - Aug 1970

by leaving a copy with

Virgil J. Brumfield

Sheriff Wilkins

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

TAYLOR WILKINS, SHERIFF OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING 1 PROCESS AND

TRAVEL EXPENSE ON EACH OF \$ 6.00

PROCESS(ES) OR A TOTAL OF \$ 7.50

Sheriff

Kilgore & Brown Deputy Sheriff

8-15-1970 J. Hill  
60 miles R T.

BALDWIN NATIONAL BANK  
OF ROBERTSDALE  
FAIRHOPE, ALABAMA

Principal 2558.00  
Interest 394.51  
Ins.-Rec. Fee 75.69  
\$ 3028.20  
Jan. 21 19 70

I/WE ("MAKER") promise (s) to pay to the order of the BALDWIN NATIONAL BANK OF ROBERTSDALE, ("Payee") at its office in Fairhope, Alabama, the sum of Three thousand twenty eight & 20/100 Dollars for value received, payable in 30 installments of \$ 100.94 each except the first installment which is in the sum of \$                     ; the first installment shall be due on March 1 19 70 after date hereof, and one of such remaining installments shall be due on the 1st day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

Maker also pledges and grants a security interest in the Collateral as security for all other liabilities (primary, secondary, direct, contingent, sole, joint, or several), due or to become due or which may be hereafter contracted or acquired, of each Maker (including each Maker and any other person) to Payee. The surrender of this note, upon payment or otherwise, shall not affect the right of Payee to retain the Collateral for such other liabilities.

Additions to, reductions or exchanges of, or substitutions for the Collateral, payments on account of it, or increases of the same, or other loans made partially or wholly upon the Collateral, may from time to time be made without affecting the provisions of this note. Payee or its nominee need not collect interest on or principal of any Collateral or give any notice with respect to it. If the Collateral shall at any time become unsatisfactory to Payee, Maker shall promptly after demand pledge with Payee as part of the Collateral additional property which is satisfactory to Payee.

Upon the happening of any of the following events, each of which shall constitute a default hereunder, all liabilities of each Maker to Payee may be declared by Payee to be immediately due and payable: (a) failure of any Obligor (which term shall include each Maker, endorser, surety and guarantor of this note) to perform any agreement hereunder, to pay interest hereon when due, or pay any other liability whatsoever to Payee when due; (b) the death of any Obligor; (c) the filing of any petition under the Bankruptcy Act, or any similar Federal or State statute, by or against any Obligor; (d) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (e) the entry of a judgment against any Obligor; (f) the issuing of any attachment or garnishment, or the filing of any lien, against any property of any Obligor; (g) the taking of possession of any substantial part of the property of any Obligor at the instance of any Governmental authority; or (h) the dissolution, merger, consolidation, or reorganization of any Maker.

Payee is hereby given a lien upon and a security interest in all property of each Maker now or at any time hereafter in the possession of Payee, including but not limited to any balance or share of any deposit, as security for the payment of this note, and a similar lien upon and security interest in all such property of each Maker as security for the payment of all other liabilities of each Maker to Payee; and Payee shall have the same rights as to such property as it has with respect to the Collateral.

Upon the occurrence of any default hereunder Payee shall have the right to take possession of the Collateral and to sell all or any part thereof upon any exchange or at public or private sale at the option of Payee at any time or times without advertisement or demand upon or notice to any Obligor (all of which are hereby waived), except such notice as is required by applicable statute and cannot be waived; with the right on the part of the Payee or its nominee to become the purchaser thereof at any such sale, free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all reasonable attorneys' fees, legal or other expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales to pay (or to hold as a reserve against) this note and all other liabilities of each Maker to Payee.

Any failure by Payee to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter. Any notice to Maker shall be sufficiently served for all purposes if placed in the mail addressed to, or left upon the premises at, the address shown on Payee's records.

Each of the Obligors severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note by counting the same, or by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note from its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of the Obligors waives, as to this note, its right of exemption under the constitution and laws of Alabama, or any other State, and severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them; (d) to pay late charges on installments past due fifteen or more days to the full extent permitted by and in accordance with the Alabama Small Loan Act.

The Collateral hereinabove referred to is described as follows:

1968 Dodge Charger 2dr Ser# KP29 H88227571

\$                     

Address                     

Address                     

                     (SEAL)

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeling:

Whereas, Baldwin National Bank of Robertsdale

has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court  
of said County, against Virgil J. Brumfield

for the sum of ONE THOUSAND TWO HUNDRED TWENTY SIX and 22/100  
Dollars and whereas, the said

Baldwin National Bank of Robertsdale

has entered into bond, and made affidavit by law that the said

Virgil J. Brumfield

is indebted to Baldwin National Bank in the sum of ONE THOUSAND TWO HUNDRED TWENTY  
SIX and 22/100 Dollars

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 Sam Brumfield, d/b/a

Brumfield Construction Company

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said

Sam Brumfield d/b/a Brumfield Construction Company

to be and appear at the \_\_\_\_\_ term of the Circuit Court, to

be holden for the County of Baldwin, on \_\_\_\_\_, 19\_\_\_\_  
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 gar-  
nishment 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 pro-  
perty, and whether you have not in your possession or under your control money or effects be-  
longing to the defendant.

Witness my hand this 11<sup>th</sup> day of August, 1920

Alice J. [Signature]  
Clerk



Received 11 day of Aug, 19 70  
and on 15 day of Aug, 19 70  
I served a copy of the within Writ  
on \_\_\_\_\_  
By service on \_\_\_\_\_

TAYLOR WILKINS, SHERIFF OF BALDWIN  
COUNTY, ALABAMA, CLAIM \$1.50 EACH  
FOR SERVING 1 PROCESS(ES) AND  
TRAVEL EXPENSE ON EACH OF \$ 6.00  
PROCESS(ES) OR A TOTAL OF \$ 7.50

TAYLOR WILKINS  
Kilgore & Son  
~~Evitt~~  
68 miles RT.  
S. Hill

No. 9429  
**Circuit Court of Baldwin County**  
Baldwin National  
Bank of R'dale  
vs.  
**Garnishment On Summons**  
Virgil D. Brumfield

Issued 11 day of Aug, 19 70

B  
P. Nesbit  
Plaintiff's Attorney

207-28

BOND

The State of Alabama, }  
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Baldwin National Bank of Robertsdale

are held and firmly bound unto Virgil J. Brumfield

in the sum of TWO THOUSAND FOUR HUNDRED FIFTY TWO and 44/100-----DOLLARS,

to be paid to the said Virgil J. Brumfield

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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound Baldwin National Bank of Robertsdale

ha S commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said Virgil J. Brumfield

the sum of ONE THOUSAND TWO HUNDRED TWENTY SIX and 22/100-----Dollars, and ha S on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

SAM BRUMFIELD d/b/a BRUMFIELD CONSTRUCTION COMPANY

summoning him to answer what is indebted to said Defendant, or what effects of said Defendant he has in his possession, or under his control; and said Plaintiff 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 it 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.

Baldwin National Bank (Seal)  
Clerk (Seal)  
President (Seal)

FILED

Approved this 11 day of Aug A. D., 1970

Alice J. Duck Clerk.

AUG 11 1970

ALICE J. DUCK  
CLERK  
REGISTER

VOL 65 PAGE 705

The State of Alabama

Baldwin County

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

in and for said County, personally appeared Phyllis S. Nesbit, Attorney for

Baldwin National Bank of Robertsdale

who, being duly sworn, doth depose and say that Virgil J. Brumfield

indebted to Baldwin National Bank in the sum of ONE THOUSAND TWO HUNDRED TWENTY SIX and 22/100 Dollars,

and that it has commenced on suit by summons and complaint on said indebtedness against the said Virgil J. Brumfield

and that Sam Brumfield d/b/a Brumfield Construction Company

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 we believe that process of Garnishment against the said Sam Brumfield d/b/a Brumfield Construction Company

is necessary to obtain satisfaction of said claim; and that the said Sam Brumfield d/b/a Brumfield Construction Company 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 11 day of July, 1970

19

Alice J. Duck, Clerk Circuit Court.

No.

THE STATE OF ALABAMA  
Baldwin County.

CIRCUIT COURT

CLERK  
REGISTER

Plaintiff

TO

Defendant

Bond and Affidavit in Garnishment  
on Summons

Filed this day of

, 19

Clerk.

Printed by Moore Ptg. Co.

9429

November 15, 1971

Baldwin National Bank of Robertsdale  
P. O. Drawer D  
Robertsdale, Alabama

Attention: Mr. Robert I. Gullledge, President

Re: Baldwin National Bank of Robertsdale vs: Virgil J. Brunfield

Dear Mr. Gullledge:

In the above style garnishment, I have received a total remittance from the garnishee of \$10.00. I enclose a copy of the last correspondence from Brunfield Construction Company concerning this garnishment and have referred same with a copy of your letter to your attorney Mrs. Nesbit, who informs me she is aware of the non-remittance from the garnishee and will contact them of this matter.

Yours truly,

---

Circuit Clerk

EBB/asg



NATIONAL

BANK of Robertsdale

POST OFFICE DRAWER D • ROBERTSDALE, ALABAMA 36567

ROBERT I. GULLEDGE  
PRESIDENT

TELEPHONE 947-2492

November 9, 1971

9429

Mrs. Eunice Blackmon  
Bay Minette  
Alabama 36507

Dear Mrs. Blackmon:

Sometime ago the bank obtained a garnishment against V. J. Brumfield in view of a deficiency left on a vehicle financed at the bank which was abandoned in Florida. Supposedly, his employer, his father, has been paying into the court during that period of time.

In view of the account now reaching a delinquent status, we would appreciate you forwarding to the bank any funds you might have collected on this account.

Yours truly,

Robert I. Gullledge

RIG/lrs

*[Faint circular stamp, likely a bank or processing mark]*

BRUMFIELD CONSTRUCTION CO., Inc.

GENERAL CONTRACTOR

P. O. BOX 85

SILVERHILL, ALABAMA 36576

PHONE 947-3516

February 26, 1971

Wilters, Brantley & Nesbit  
Robertsdale, Alabama

Dear Mrs. Nesbit:

Was suppose to start Taking out week ending 10-8-70, but didnt work until  
10-28-70 check was -----38.91  
11-4-70 " "-----69.69  
And didnt work again until 12-9-70 -----42.72  
12-16-70 -----47.60  
12-23-70 -----30.41  
12-30-70 -----30.00  
And has not been back at work since. Has been sick.  
So anything over \$40.00 @ week is-----\$40.01  
25%-----\$ 10.00

Brumfield Const. Co.

Garnell Brumfield

*Bob Tom Bark is Virgil Brumfield*