

BERNARD S. MALKOVE

I

IN THE CIRCUIT COURT OF

Plaintiff

VS.

I

BALDWIN COUNTY, ALABAMA

CLAUDE RANDY GROSS, a/k/a  
CLAUDE EUGENE GROSS and  
LEE ANNE GROSS

I

AT LAW

CASE NO. 9790

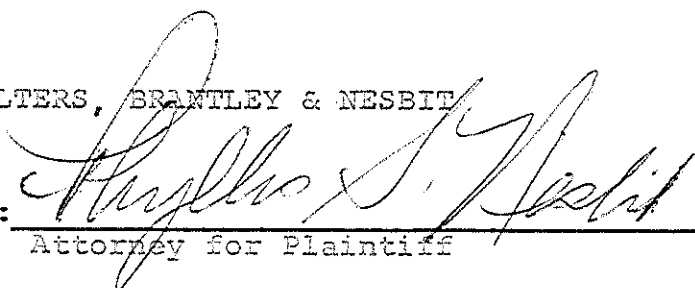
Defendants

1.

The Plaintiff claims of the Defendants the sum of EIGHTEEN THOUSAND SIX HUNDRED FORTY FOUR and 99/100 DOLLARS (\$18,644.99), balance due after all proper credits given on a promissory note made by the Defendants on the 14th day of February, 1969. The Plaintiff avers that the Defendants defaulted in payment of the note and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 6% per annum from February 14, 1969. The Plaintiff further avers that the Defendants agreed upon signing the aforementioned promissory note to waive all right of exemption under the constitution and laws of Alabama or any other State. The Plaintiff further avers that the Defendants agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$3,725.00.

WILTERS, BRANTLEY & NESBIT

BY:

  
Attorney for Plaintiff

**FILED**

APR 8 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

STATE OF ALABAMA  
BALDWIN COUNTY

I

IN THE CIRCUIT COURT OF

I

BALDWIN COUNTY, ALABAMA

AT LAW

ATTACHMENT AFFIDAVIT

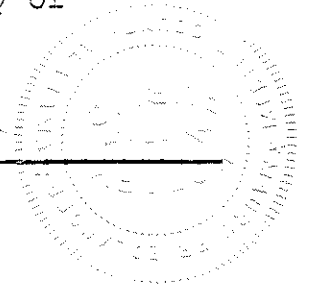
Before me, MAURY FRIEDLANDER, a Notary Public, personally appeared Bernard S. Malkove, who being duly sworn, on oath says that Claude Randy Gross a/k/a Claude Eugene Gross and Lee Anne Gross are justly indebted to the said Bernard S. Malkove in the sum of \$18,644.99, with interest thereon by a promissory note, since the 14th day of February, 1969, which said amount is justly due after giving all just offsets and discount, and that the said Claude Randy Gross a/k/a Claude Eugene Gross and Lee Anne Gross reside out of the State of Alabama, that their whereabouts and Post Office address cannot be ascertained after diligent search, and that this attachment is not sued out for the purpose of vexing or harassing the Defendants or other improper motives.

Bernard S. Malkove  
Bernard S. Malkove

Subscribed and sworn to before me this 5 day of

April, 1971.

Maury Friedlander  
Notary Public



**FILED**

APR 8 1971

EUNICE B. BLACKMON CIRCUIT CLERK

THE STATE OF ALABAMA,  
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Bernard S. Malkove

Eunice Blackmon  
~~Myself~~ hath complained on oath to me, ~~Myself~~, Clerk of Circuit Court of Baldwin County, Ala., that

Claude Randy Gross a/k/a Claude Eugene Gross and

Lee Anne Gross

is justly indebted to the Plaintiff Bernard S. Malkove

in the sum of EIGHTEEN THOUSAND SIX HUNDRED FORTY FOUR and 99/100 Dollars, and

Bernard S. Malkove having made affidavit and given bond  
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

Claude Randy Gross a/k/a Claude Eugene Gross and

Lee Anne Gross

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so  
attached unless replevied, so to secure, that the same may be liable to futher proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, on \_\_\_\_\_ Monday of \_\_\_\_\_ 19 71.  
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 8 day of April A. D., 19 71.

Eunice B. Blackmon Clerk.

No. 9790

# ATTACHMENT

Vs. { ATTACHMENT

Issued \_\_\_\_\_, 19\_\_

Moore Printing Co.,

APR 8 1971  
JAMES WILKINS  
SHERIFF

LEGAL NOTICE

BERNARD S. MALKOVE

Plaintiff

VS.

CLAUDE RANDY GROSS, a/k/a  
CLAUDE EUGENE GROSS and  
LEE ANNE GROSS

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9790

Whereas, the Plaintiff, Bernard S. Malkove, in the above stated case, sued out in said Court a writ of attachment against the estate of the Defendants, Claude Randy Gross, a/k/a Claude Eugene Gross and Lee Anne Gross; and

Whereas, said writ of attachment was executed by the Sheriff of Baldwin County, Alabama, on the 13 day of April, 1971, by levying upon the following described property of the Defendants, to-wit:

Beginning at the Northwest corner of Lot 4, Block 94 of the Hand Land Company Addition to Bay Minette, run South 210 feet; thence run East 105 feet; thence run North 210 feet; thence run West 105 feet to the point of beginning, being part of Lot 4, Block 94 of the Hand Land Company addition to the City of Bay Minette.

ALSO; that portion of Lot 3, Block 94 of the Hand Land Company additon to the City of Bay Minette, lying South of U. S. Highway 31 being more particularly described as: Beginning at the Northwest corner of Lot 4, Block 94 of the Hand Land Company addition to the City of Bay Minette, a plat of which is recorded in Deed Book 4, page 158 et. seq. of the records of the Judge of Probate of Baldwin County, Alabama, run South 22° 30' East 210.0 feet; thence run North 67° 30' East 105.0 feet; thence run North 22° 30' West 257.87 feet, to the South right-of-way of U. S. Highway 31; thence run South 45° 44' West along said right-of-way 113.06 feet; thence run South 22° 30' East 6.85 feet to the point of beginning, in all containing \_\_\_\_\_ acres and being part of Lots 3 and 4 of Block 94 of the Hand Land Company addition to Bay Minette.

And, whereas the said Defendants are non-residents of the State of Alabama and that the place of residence and post office address of said Defendants is unknown.

Now, therefore, the Defendants, Claude Randy Gross, a/k/a Claude Eugene Gross and Lee Anne Gross, are hereby notified of the issuance of said attachment and the execution thereof, and to be and appear if they think proper, to defend said suit at the present term of said Court and within thirty days after this notice by publication is completed.

Witness my hand, this the 15 day of April, 1971.

Eunice B. Blackmon  
Eunice Blackmon, Clerk

N<sup>o</sup> 2321

HARRY D'OLIVE  
PROBATE JUDGE

Received of

*Sherry Watkins*

Bay Minette, Ala.,

*4-8-71*, 19

FROM

*Notar*  
*as for*  
*B. S. Estate*  
*Walkover*

TO

*C. L. Ross*

Deed Tax

\$ Cts.

Mortgage Tax

\$ Cts.

Mineral  
Documentary  
Tax

\$ Cts.

Recording Fees

\$ Cts.

Total

\$ Cts.

*50*

*50*

FOR RECORD

*Harry D'Oliver*

TOTAL \$

*50*

JUDGE OF PROBATE

September 1971

9790

ar having duly advertised said property as set forth by the Alabama  
te Code the following described property, to wit:

\*\*\*\*\*  
beginning at the Northwest corner of Lot 4, Block 94 of the Hand Land  
Company Addition to Bay Minette, run 210 feet: thence run East 105 feet  
thence run North 210 feet: thence run West 105 feet to the point of  
beginning, being part of Lot 4, Block 94 of the Hand Land Company Addition  
to the City of Bay Minette.

Also: that portion of Lot 3, Block 94 of the Hand Land Company Addition  
to the City of Bay Minette, lying South of U.S. Highway 31 being more  
particularly described as: Beginning at the Northwest corner of Lot 4,  
Block 94 of the Hand Land Company addition to the City of Bay Minette  
a plat of which is recorded in Deed Book 4, Page 158 et. seq. of the  
records of the Judge of Probate of Baldwin County, Alabama, run South  
22 degrees 30' East 210.0 feet; thence run North 67 degrees 30' East  
105.0 feet: thence run North 22 degrees 30' West 257.87 feet to the  
South right-of-way of U.S. Highway 31: thence run South 45 degrees 44'  
West along said right-of-way 113.06 feet; thence run South 22 degrees  
30' East 6.85 feet to the point of beginning, in all containing-----  
acres and being part of Lots 3 and 4 of Block 94 of the Hand Land  
Company addition to Bay Minette.

\*\*\*\*\*

The above stated property was sold at public auction to Phylis Nesbit  
as attorney for the plaintiff for the high bid of \$2500.00 Of this  
amount \$162.44 was paid to the Sheriff who retained \$82.00 as commission;  
\$25.55 as advertising cost and \$1.00 recording fee. \$53.89 was forwarded  
to the Circuit Clerk to be applied to the cost of court. \$2337.96 was  
retained by the plaintiff's attorney to be applied to the judgement.

No other property was found on which to levy for the balance of judgement.



REYNOLDS & LAUTEN  
ATTORNEYS AT LAW  
SUITE 1401 WATERMAN BUILDING  
MOBILE, ALABAMA 36602

J. TERRY REYNOLDS, JR.  
WILLIAM R. LAUTEN

December 22, 1971

433-3661  
AREA CODE 205

Honorable Eunice B. Blackmon, Clerk  
Circuit Court of Baldwin County  
County Court House  
Bay Minette, Alabama 36507

Re: Bernard S. Malkove  
Vs: Claude Randy Gross, a/k/a Claude Eugene Gross and  
Lee Anne Gross  
Circuit Court of Baldwin County, at Law, Case No. 9790

Dear Mrs. Blackmon:

It would be very much appreciated if you would make a photostatic copy of the judgment entry made in the minute book in this case. Please advise us what the cost of this will be and I will send you a check to cover it. For your convenience I am enclosing a self-addressed, stamped envelope.


The docket sheet shows the judgment was rendered on July 1, 1971, on a promissory note for \$2,510.00, "and that the property attached be sold satisfaction of (sic) for judgment".

I need a copy of the entry of the judgment in the minute book as distinguished from the docket entry or bench note.

Thank you very much.

With highest personal regards and best wishes, I am

Yours very truly,

  
WILLIAM R. LAUTEN

WRL:mh

Encl. 1

# The Baldwin Times

"Baldwin's Only All County Newspaper"

BAY MINETTE, ALABAMA

J. H. FAULKNER, Publisher

## AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,  
BALDWIN COUNTY.

J. H. Faulkner, being duly sworn, deposes and says that he is the EDITOR of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Bernard S. Malkove Plaintiff  
vs. Claude Randy Gross, A-K-A  
Claude Eugene Gross, & Lee Anne Gross  
Case # 9790

### COST STATEMENT

432 WORDS @ 07 cents = \$30.24  
I hereby certify this is correct, due and unpaid (paid).

J. H. Faulkner  
Editor

was published in said newspaper for 3 consecutive weeks in the following issues:

Date of 1st publication April 22, 1971 Vol 82 No 17

Date of 2nd publication April 29, 1971 Vol 82 No 18

Date of 3rd publication May 6, 1971 Vol 82 No 19

Date of 4th publication \_\_\_\_\_, 19\_\_\_\_ Vol\_\_\_\_ No\_\_\_\_

Subscribed and sworn before the undersigned this 14 day of May, 1971.

Notary Public, Baldwin County.

J. H. Faulkner  
Editor

VOL

67 PAGE 841

### LEGAL NOTICE

BERNARD S. MALKOVE

Plaintiff

VS.

CLAUDE RANDY GROSS, a-k-a  
CLAUDE EUGENE GROSS  
and LEE ANNE GROSS

Defendants

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY,  
ALABAMA  
AT LAW

CASE NO. 9790

Whereas, the Plaintiff, Bernard S. Malkove, in the above stated case, sued out in said Court a writ of attachment against the estate of the Defendants, Claude Randy Gross, a-k-a Claude Eugene Gross and Lee Anne Gross; and

Whereas, said writ of attachments was executed by the Sheriff of Baldwin County, Alabama, on the 13th day of April, 1971, by levying upon the following described property of the Defendants, to-wit:

Beginning at the Northwest corner of Lot 4, Block 94 of the Hand Land Company Addition to Bay Minette, run South 210 feet; thence run East 105 feet; thence run North 210 feet; thence run West 105 feet to the point of beginning, being part of Lot 4, Block 94 of the Hand Land Company addition to the City of Bay Minette.

ALSO: that portion of Lot 3, Block 94 of the Hand Land Company addition to the City of Bay Minette, lying South of U. S. Highway 31 being more particularly described as: Beginning at the Northwest corner of Lot 4, Block 94 of the Hand Land Company addition to the City of Bay Minette, a plat of which is recorded in Deed Book 4, page 158 of the records of the Judge of Probate of Baldwin County, Alabama, run South 22 degrees 30 minutes East 210.0 feet; thence run North 67 degrees 30 minutes East 105.0 feet; thence run North 22 degrees 30 minutes West 257.87 feet, to the South right-of-way of U. S. Highway 31; thence run South 45 degrees 44 minutes West along said right-of-way 113.06 feet; thence run South 22 degrees 30 minutes East 6.85 feet to the point of beginning, in all containing \_\_\_\_ acres and being part of Lots 3 and 4 of Block 94 of the Hand Land Company addition to Bay Minette.

And, whereas the said Defendants are non-residents of the State of Alabama and that the place of residence and post office address of said Defendants is unknown.

Now, therefore, the Defendants, Claude Randy Gross, a-k-a Claude Eugene Gross and Lee Anne Gross, are hereby notified of the issuance of said attachment and the execution thereof, and to be and appear if they think proper, to defend said suit at the present term of said Court and within thirty days after this notice by publication is completed.

Witness my hand, this the 15th day of April, 1971.

EUNICE B. BLACKMON  
Clerk  
17-3c

THE STATE OF ALABAMA, {

Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Bernard S. Malkove

Eunice Blackmon  
hath complained on oath to me, ~~WALTER J. DUCK~~ Clerk of Circuit Court of Baldwin County, Ala., that

Claude Randy Gross a/k/a Claude Eugene Gross and

Lee Anne Gross

is justly indebted to the Plaintiff Bernard S. Malkove

in the sum of EIGHTEEN THOUSAND SIX HUNDRED FORTY FOUR and 99/100 Dollars, and

Bernard S. Malkove having made affidavit and given bond  
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

Claude Randy Gross a/k/a Claude Eugene Gross and

Lee Anne Gross

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so  
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be  
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said  
County, on \_\_\_\_\_ Monday of \_\_\_\_\_ 19 71..  
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 8 day of April A. D., 1971..

Eunice B. Blackmon Clerk.

RECEIVED APRIL 8, 1971

TAYLOR WILKINS, Sheriff

Executed by attaching real property  
of defendant (described in hereto  
attached Notice of LEVY) in Baldwin Co.  
Ala. and recorded in Book 6 Page 745  
Probate Court, Baldwin Co. Alabama

4-13-71 Defendant Not Found in this county

TAYLOR WILKINS, Sheriff

by: J. Myrd, Deputy

No. 9790

## ATTACHMENT

Bernard S. Melkore

Vs. { ATTACHMENT

Claude Randy Gross  
a/k/a -

Issued 4-8, 1971

Moore Printing Co.

Notice of Levy on Real Estate

Bernard S. Malkove Plaintiff,

vs.

Baldwin County Circuit Court

Claude Randy Gross, a/k/a  
Claude Eugene Gross and  
Lee Anne Gross Defendant

To Hon. Harry D'Olive Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz:

Beginning at the Northwest corner of Lot 4, Block 94 of the Hand Land Company Addition to Bay Minette, run South 210 feet; thence run East 105 feet; thence run North 210 feet; thence run West 105 feet to the point of beginning, being part of Lot 4, Block 94 of the Hand Land Company addition to the City of Bay Minette.

ALSO; that portion of Lot 3, Block 94 of the Hand Land Company addition to the City of Bay Minette, lying South of U. S. Highway 31 being more particularly described as: Beginning at the Northwest corner of Lot 4, Block 94 of the Hand Land Company addition to the City of Bay Minette, a plat of which is recorded in Deed Book 4, page 158 et. seq. of the records of the Judge of Probate of Baldwin County, Alabama, run South 22° 30' East 210.0 feet; thence run North 67° 30' East 105.0 feet; thence run North 22° 30' West 257.87 feet, to the South right of way of U. S. Highway 31; thence run South 45° 44' West along said right-of-way 113.06 feet; thence run South 22° 30' East 6.85 feet to the point of beginning, in all containing acres and being part of Lots 3 and 4 of Block 94 of the Hand Land Company addition to Bay Minette.

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 8 day of April 1971

STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed on

Taylor Wilkins  
Sheriff of Baldwin County, Alabama

APR 8 1971 2:45 PM

and that no tax was collected. Recorded in

Book 6 Harry D'Olive

Page 745 Judge of Probate

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

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CONFIDENTIAL

CONFIDENTIAL

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CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

Sherry Wilkins

CONFIDENTIAL

BERNARD S. MALKOVE, \* IN THE CIRCUIT COURT OF  
Plaintiff, \* BALDWIN COUNTY, ALABAMA  
vs. \*  
CLAUDE RANDY GROSS, a/k/a \*  
CLAUDE EUGENE GROSS and \*  
LEE ANNE GROSS, \*  
Defendants. \* CASE NO. 9790

ORDER

A motion being submitted ex parte by the Plaintiff in this cause to substitute a copy of an original exhibit, and it appearing to the Court that there is no adverse interest represented

It is therefore ORDERED by the Court that the Plaintiff be permitted to substitute a copy of any original exhibits to be kept in the Court file, and that the original be returned to the Plaintiff.

DATED this 6th day of November, 1974.

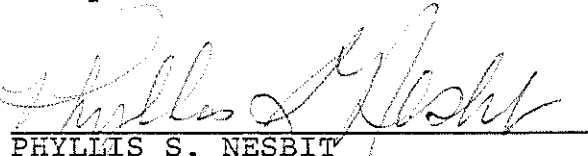
J. Edgar J. Madlison  
JUDGE

BERNARD S. MALKOVE, \* IN THE CIRCUIT COURT OF  
Plaintiff, \* BALDWIN COUNTY, ALABAMA  
vs. \*  
CLAUDE RANDY GROSS, a/k/a \*  
CLAUDE EUGENE GROSS and \*  
LEE ANNE GROSS, \*  
Defendants. \* CASE NO. 9790

Comes now the Plaintiff in the above styled cause  
and moves the Court to permit it to substitute a copy  
of that certain agreement introduced into evidence in  
this cause for the original.

WILTERS, BRANTLEY & NESBIT  
Attorneys for Plaintiff

By

  
PHYLLIS S. NESBIT  
Post Office Box 555  
Robertsdale, Alabama 36567

FILED

NOV 6 1974

EUNICE B. BLACKMON CIRCUIT  
CLERK



STATE OF ALABAMA )

COUNTY OF MOBILE )

AGREEMENT

WHEREAS, Bernard S. Malkove has endorsed a note to Merchants National Bank of Mobile in behalf of Claude Randy Gross; and

WHEREAS, Claude Randy Gross and Lee Anne Gross are using the proceeds thereof to purchase all of the outstanding shares of stock of Discount Beauty Supply Company of Mobile, Inc.; and

WHEREAS, additional assets of said Corporation are being sold to said Discount Beauty Supply Company of Mobile, Inc., by Bernard S. Malkove for Corporations in which he is interested; and

WHEREAS, all the above things are being done concurrently, on current consideration, and said Claude Randy Gross and Lee Anne Gross desire to execute an evidence of indebtedness to the said Bernard S. Malkove, and gives security therefor;

NOW THEREFORE, know all men by these presents, that for value received, Claude Randy Gross and Lee Anne Gross, jointly and severally, promise to pay to Bernard S. Malkove or order, the principal sum of TWENTY-THREE THOUSAND SIX HUNDRED FORTY FOUR DOLLARS AND NINETY-NINE CENTS (\$23,644.99), together with interest thereon, interest on FIFTEEN THOUSAND (\$15,000.00) DOLLARS shall be the same as that charged by the Merchants National Bank of Mobile on the aforementioned note, and with interest at six percent (6%) per annum on the additional sum of EIGHT THOUSAND SIX HUNDRED FORTY FOUR DOLLARS AND NINETY NINE CENTS (\$8,644.99). Said principal and interest shall be payable at the Merchants National Bank of Mobile, Mobile, Alabama, with FIFTEEN THOUSAND (\$15,000.00) DOLLARS payable directly to Merchants National Bank, payable in installments of FIVE HUNDRED SEVENTY FIVE (\$575.00) DOLLARS per month,

beginning on the 10th day of March, 1969, and a like or similiar installment on the same day of each succeeding month until the total is paid, and the EIGHT THOUSAND SIX HUNDRED FORTY FOUR DOLLARS AND NINETY NINE CENTS (\$8,644.99) payable at the rate of TWO HUNDRED (\$200.00) DOLLARS per month, beginning on the 10th day of March, 1969, for a period of twelve (12) months, with the entire balance due on the 10th day of March, 1970, all installments to be applied first toward interest then due, and the balance, if any, toward the principal. Any installment paid to the Merchants National Bank directly on its indebtedness by Claude Randy Gross to the Merchants National Bank shall be credited against this indebtedness and be a pro tanto discharge thereof.

Claude Randy Gross and Lee Anne Gross have full right of payment hereon. Each of them waives their rights of exemption under the Constitution and Laws of Alabama, and waive demand, protest, and notice of protest, and all requirements necessary to hold them liable as makers. It is further agreed that they shall pay all costs of collection, including the reasonable Attorney's fee on failure to pay any installment of principal or interest of this note on the date due.

This note is secured by Chattle Mortgage on Ten Thousand (10,000) Shares of stock of Discount Beauty Supply Company of Mobile, Inc. and by real estate, executed by the undersigned to Bernard S. Malkove on even date herewith.

Upon failure to pay any installment of principal and/or interest when due or if any of the conditions and requirements in said Chattle Mortgage or Chattle paper, or Real Property Mortgage, be not complied with, the entire principal sum at

the option of the holder, shall become due and payable.  
Failure to exercise this option shall not constitute a waiver  
of the right to exercise the same in the event of any subsequent  
default.

Dated this 14<sup>th</sup> day of February, 1969.

Claude Randy Gross  
Claude Randy Gross

Lee Anne Gross  
Lee Anne Gross

I, the undersigned, a Notary Public in and for the said  
State and County, hereby certify that Claude Randy Gross  
and Lee Anne Gross, husband and wife, whose names are  
signed to the foregoing instrument, and who are known to  
me, acknowledged before me on this date, and that being  
informed of the contents of said instrument, they executed  
the same voluntarily on the day the same bears date.

Given under my hand and seal this 14th day of February, 1969.

= Carrie Lavender Davis  
Notary Public, State of Arizona  
At Large