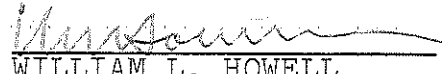


MERCHANT'S ADJUSTMENT SERVICE, INC.] IN THE CIRCUIT COURT OF
a corporation]
Plaintiff] BALDWIN COUNTY, ALABAMA
VS] AT LAW
GEORGE HENDERSON]
Defendant] CASE NUMBER: 10.280

COUNT ONE

Plaintiff claims of the defendant ONE HUNDRED NINETYFIVE AND NO/100 (\$195.00) DOLLARS, due by promissory note made by him on the 22 day of September 1970, and payable in \$10.00 per week payments, beginning September 30, 1970, with interest thereon. Plaintiff claims a reasonable attorney's fee in the benefit of defendant's waiver of all rights of exemption to personal property authorized by the Constitution and Laws of Alabama, or any other state, as provided under the terms of said promissory note.


WILLIAM L. HOWELL,
Attorney for Plaintiff

SERVE THE DEFENDANT:

Residence: Route 1, Box 38A, Loxley, Alabama
or
Employment: Ed Middleton, Produce; Loxley, Alabama

FILED

MAR 10 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,280

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon George Henderson

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.....

George Henderson..... Defendant.....

by Merchants's Adjustment Service, Inc. A Corp.....

..... Plaintiff.....

witness my hand this 10th day of March 1972

Ernest B. Blackburn Clerk

No. 10,280

Page.....

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MERCHANT'S ADJUSTMENT SERVICE, INC.

A CORP.

Plaintiffs

VS.

GEORGE HENDERSON

Defendants

SUMMONS AND COMPLAINT

Filed March, 10, 1972

Eunice B. Blackmon Clerk

MAR 10 1972

TAYLOR
SHERIFF

William L. Howell

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

March 10, 1972

Taylor Wilkins Sheriff

I have executed this summons

this 3/31 1972

by leaving a copy with

George Henderson

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS

BY [Signature]

Taylor Wilkins Sheriff

H. B. Brown Deputy Sheriff

50 mi R T
52 mi Rosenton

WILLIAM L. HOWELL

Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

May 2, 1972

TELEPHONE
AREA CODE 205
438-2516

Honorable Telfair Mashburn
Judge of Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: Merchants Adjustment Service, Inc. vs George Henderson,
Case No. 10,280

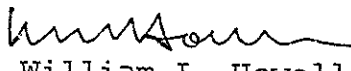
Dear Judge Mashburn:

Please enter a default judgment in the above styled matter
in the sum of \$279.50. A breakdown of the computation of
the judgment is as follows:

Principal	\$195.00
Interest	19.50
Attorney's Fee.	<u>65.00</u>
Total	279.50

Thanking you for your considerations in the matter, and with
warmest regards, I am,

Very truly yours,


William L. Howell

WLH:gd

Encl: Original Promissory Note

\$ 575.00 MOBILE, ALA., 9-22- 19 70

FOR VALUE RECEIVED I PROMISE TO PAY TO THE ORDER OF
Merchants Adjustment Service

ROOM 603 MILNER BLDG., P. O. BOX 570, MOBILE, ALABAMA, OR AS
OTHERWISE INSTRUCTED.

Five Hundred Seventy Five & no/100**** DOLLARS

with interest thereon from date, in installments on the dates and amounts as specified in the schedule of payments hereon. In the event I or we fail to promptly pay any installment on the date that the same matures, or if this note is one of a series of notes, and default is made in the payment of any installment on any note, then the entire unpaid principal and interest shall immediately become due and payable. The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself hereby waives as to this debt, or any renewal thereof, all right of exemption to personal property authorized by the Constitution and Laws of Alabama or any other state, and each for themselves, agree to pay all costs of collecting, securing, or attempting to collect or secure, including a reasonable attorney's fee whether suit be necessary or otherwise, and all parties hereto, for themselves, waive all necessity of demand, presentment, protest, notice of protest, and further agree that the maturity of this note may be extended without notice or consent on the part of any co-maker, endorser, surety or guarantor, and waive all right to require the payee or anyone having the beneficial interest in this note, to bring suit thereon against the principal debtor, or against any co-surety. This note is given as a convenient mode of evidencing the indebtedness due and the terms of payments, and the payee herein does not waive any right to establish or enforce any liens granted or authorized under the Laws and Constitution of the State of Alabama or any other State.

SCHEDULE OF PAYMENTS

\$ \$10.00 per week
\$ beginning Sept. 30,
\$ 1970 until paid in full.
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

SIGNATURE

George Henderson

(Seal)

ADDRESS _____

PHONE _____

EMPLOYED BY _____

ADDRESS _____

(Seal)

PHONE _____

MERCHANTS ADJUSTMENT SERVICE, INC.)	IN THE CIRCUIT COURT OF
)	
Plaintiff)	BALDWIN COUNTY, ALABAMA
)	
VS)	AT LAW
)	
GEORGE HENDERSON)	
)	
Defendant)	CASE NO. 10,280

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto your Honor that the defendant in the above styled cause was served with process on March 31, 1972 and since that date has failed and refused to plea, answer or demur to the complaint, and still fails and refuses, to plea, answer or demur.

WHEREFORE, the plaintiff moves your Honor to make and enter a judgment for the plaintiff in the sum of TWO HUNDRED SEVENTY-NINE and 50/100 (\$279.50) DOLLARS.



WILLIAM L. HOWELL
Attorney for Plaintiff
Suite 2204 First National Bank
Mobile, Alabama 36602

FILED

MAY 5 1972

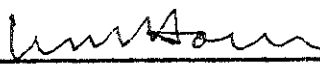
EUNICE B. BLACKMON CIRCUIT CLERK

MERCHANTS ADJUSTMENT SERVICE, INC.)	IN THE CIRCUIT COURT OF
)	
Plaintiff)	BALDWIN COUNTY, ALABAMA
)	
VS)	AT LAW
)	
GEORGE HENDERSON)	
)	
Defendant)	CASE NO. 10,280

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto your Honor that the defendant in the above styled cause was served with process on March 31, 1972 and since that date has failed and refused to plea, answer or demur to the complaint, and still fails and refuses, to plea, answer or demur.

WHEREFORE, the plaintiff moves your Honor to make and enter a judgment for the plaintiff in the sum of TWO HUNDRED SEVENTY-NINE and 50/100 (\$279.50) DOLLARS.


 WILLIAM L. HOWELL
 Attorney for Plaintiff
 Suite 2204 First National Bank
 Mobile, Alabama 36602

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

CC Low 12-2M-12/71 APOA

10,280 1/2

THE STATE OF ALABAMA }
XMOBILEX COUNTY
Baldwin

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John E. Mandeville, Clerk of the Circuit Court~~ in and for Mobile County
and State aforesaid William L. Howell

who being duly sworn, on oath says, that on the 8 day of May, 1972

Baldwin
in the Circuit Court of ~~Mobile~~ County, in Case No. 10,280 The Plaintiff

Merchants Adjustment Service, Inc.

recovered a judgment against George Henderson

the Defendant, whose address
is Ed Middleton, Produce, Loxley, Ala.

for the sum of TWO HUNDRED SIXTY-FOUR and 50/100 (\$264.50)

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

that Ed Middleton Produce, Loxley, Ala.

whose address is Loxley, Ala.

is supposed to be indebted to or have effects of the said George Henderson

in its possession or under its

control, and that he believes process of Garnishment against the said Ed Middleton Produce

Loxley, Ala.

is necessary to obtain satisfaction of said Judgment.

Sworn to and subscribed this 14th

day of July A.D., 1972



Notary Public

My Commission Expires Jan. 28, 1975

No.....

CIRCUIT COURT

Merchants Adjustment Service, Inc.

vs.

George Henderson
c/o Ed Middleton, Produce
Loxley, Alabama

**AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT**

Filed in Office,

.....19.....

.....
Clerk.
.....

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

CC Low 12-2M-12/71 APOA

THE STATE OF ALABAMA }
MOBILE COUNTY
Baldwin

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John E. Mandeville, Clerk of the Circuit Court~~ in and for Mobile County and State aforesaid William L. Howell

who being duly sworn, on oath says, that on the 8 day of May, 19 72
in the Circuit Court of Baldwin County, in Case No. 10,280 The Plaintiff

Merchants Adjustment Service, Inc.

recovered a judgment against George Henderson

the Defendant, whose address
is Ed Middleton, Produce, Loxley, Ala.

for the sum of TWO HUNDRED SIXTY-FOUR and 50/100 (\$264.50)

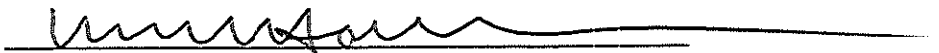
Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;
that Ed Middleton Produce, Loxley, Ala.

whose address is Loxley, Ala.

is supposed to be indebted to or have effects of the said George Henderson

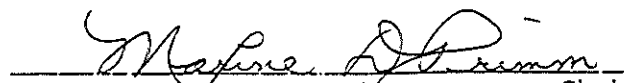
in its possession or under its
control, and that he believes process of Garnishment against the said Ed Middleton Produce
Loxley, Ala.

is necessary to obtain satisfaction of said Judgment.



Sworn to and subscribed this 14th

day of July A.D., 19 72


Notary Public ~~Clerk~~

My Commission Expires Jan. 23, 1975

No.....

CIRCUIT COURT

.....

Merchants Adjustment Service, Inc.

vs.
George Henderson
c/o Ed Middleton, Produce
Loxley, Alabama

.....

**AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT**

.....

Filed in Office,

.....19.....

.....

Clerk.

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

.....X..... May..... TERM, 19...72.

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular.....May..... Term, 19...72....., of the Circuit Court of Baldwin County, to-wit: On the8th..... day ofMay....., 19...72, being a regular day of said term,Merchants Adjustment Service, Inc.....

.....
recovered judgment againstGeorge Henderson.....

.....
for the sum of Two Hundred Sixty-Four & 50/100 (\$264.50)----- Dollars, and cost of suit, and affidavit having been made byWilliam L. Howell..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

.....Ed Middleton Produce, Loxley, Alabama.....

.....
has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendantGeorge Henderson..... or thatit..... 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, 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
Ed Middleton Produce, Loxley, 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 makingits..... answer, or at any time intervening the time of serving the garnishment, and making the answerit..... was indebted to said defendant George Henderson and whetherit..... will not be indebted in future to said defendant George Henderson by a contract then existing, and whether by a contract then existingit..... 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 whetherit..... has not inits..... possession or underits..... control money or effects belonging to the defendant,..... George Henderson.....

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

Eunice B. Blackmon
Witness,, Clerk of said Court, this.....17th..... day ofJuly..... A. D., 19...72
Issued17th..... day ofJuly..... A. D., 19...72

ATTEST: Eunice B. Blackmon Clerk

Received 18 day of July 1972
and on 18 day of July 1972
I served a copy of the within
on Ed. Maddaloni Maduca

40 miles by
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

By service on _____

TAYLOR WILKINS, Sheriff
By H. Brown D.S.
40 mi RT
Safely

10,280 $\frac{1}{2}$

CIRCUIT COURT, BALDWIN COUNTY

No. 10,280 $\frac{1}{2}$

MERCHANTS ADJUSTMENT SERVICE, INC.

VS. } GARNISHMENT ON JUDGMENT

GEORGE HENDERSON

Issued 17th day of July 1972

Returnable _____ day of _____ 19____

RECEIVED

JUL 18 1972

TAYLOR WILKINS
SHERIFF

WILLIAM L. HOWELL

Attorney

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA

Baldwin County

TO GEORGE HENDERSON, Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of..
MERCHANTS ADJUSTMENT SERVICE, INC., Plaintiff.....

versus GEORGE HENDERSON, Defendant.....

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

ED MIDDLETON PRODUCE, LOXLEY, ALA

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

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

17th day of July, 1972


Clerk of the Circuit Court.

Received 18 day of July 19 72
and on 21 day of July 19 72
I served a copy of the within Notice
on George Henderson

By service on _____

TAYLOR WILKINS, Sheriff
By H. J. B. Brown D. S.
40 mi R 1
Lochy

Sheriff's Office _____ Miles of _____

Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff

BY Brown DEPUTY SHERIFF

10,280 $\frac{1}{2}$

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

GEORGE HENDERSON

MERCHANTS ADJUSTMENT SERVICE, INC.

Plaintiff.....

VS.

GEORGE HENDERSON

Defendant.....

RECEIVED

JUL 18 1972


TAYLOR WILKINS
SHERIFF

MERCHANTS ADJUSTMENT SERVICE, INC.] IN THE CIRCUIT COURT OF
a corporation, Plaintiff] BALDWIN COUNTY, ALABAMA
VS]
GEORGE HENDERSON,] AT LAW
Defendant]
ED MIDDLETON, PRODUCE;]
Garnishee] CASE NUMBER: 10280-1/2

MOTION FOR JUDGMENT NI SI

Comes now the plaintiff in the above styled matter and shows and represents unto your Honor that the Garnishee in the above styled cause failed and refused, and still fails and refuses to answer the writ of garnishment.

WHEREFORE, plaintiff moves your Honor to enter a judgment NiSi.


WILLIAM L. HOWELL
Attorney for Plaintiff

Serve the garnishee

Ed Middleton, Produce; Loxley, Alabama

FILED

SEP 15 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

NOTICE OF JUDGMENT NISI

STATE OF ALABAMA:

BALDWIN COUNTY:

To the Sheriff of Baldwin County, Greetings:

You are hereby commanded to serve a copy of the following notice on
ED MIDDLETON, PRODUCE; Loxley, Alabama.

WITNESS my hand this the

15

day of

Sept

1972

Eunice B. Blackmon
Clerk of Circuit Court
Baldwin County, Alabama

TO: ED MIDDLETON, PRODUCE; Loxley, Alabama

Please take notice that the following judgment Ni Si was rendered
against you, viz:

MERCHANTS ADJUSTMENT SERVICE, INC.,
a corporation,
Plaintiff

VS

George Henderson, Defendant

Ed Middleton, Produce, Loxley, Ala. Garnishee

WHEREAS, a writ of Garnishment was duly issued by the Circuit
Court of Baldwin County, and that service was had upon the garnishee
Ed Middleton, Produce, Loxley, Alabama, summoning the said garnishee to
appear before said Court on the 18 day of August 1972, to an-
swer thereto, and whereas such fact appearing to the Court by the Sheriff's
return, and the said Garnishee being duly called, and failing to appear
and it being after the hour of , and a judgment having heretofore
been rendered against the defendant for the sum of \$264.50, together with
\$ court costs; unless the said garnishee shall show cause
why this judgment should be set aside, on to-wit: the 2nd day of
October 19 72.

WITNESS my hand this the 15th day of September 1972.

J. B. Mashburn
JUDGE OF THE CIRCUIT COURT
of Baldwin County, Alabama

Witness my hand, this the 15th day
of Sept, 1972.

Eunice B. Blackmon
Clerk of the Circuit Court

FILED

SEP 15 1972

EUNICE B. BLACKMON
CIRCUIT
CLERK

10,280 1/2

Merchants Adjustment
Service, Inc.

vs.

George Henderson

Ed Middleton Produce
Dorsey, Garneshee

FILED

SEP 15 1972

EUNICE B. BLACKMON CIRCUIT CLERK

RECEIVED

SEP 1 1972

TAYLOR WILKINS
SHERIFF

Sheriff claims 400 miles
Ten Cents per mile Total 40.00
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

15 day of Sept 72
and on 19 day of Sept 72
I served a copy of the writ on Ed Middleton Produce
on Ed Middleton Produce

By service on Billy Middleton

TAYLOR WILKINS, Sheriff
Ex 140 Brown

40 mi RT
Dorsey

E. D. MIDDLETON PRODUCE, INC.

DAY PHONES 964-3502 AND 964-3572

NIGHT PHONE 964-2061

P. O. BOX 72

LOXLEY, ALABAMA 36551

September 22, 1972

Eunice B. Blackmon
Clerk of Circuit Court
Bay Minette, Alabama 36507

Mrs. Blackmon:

In regards to the Notice of Judgement Ni Si from Merchants Adjustment Service against George Henderson, case number 10280-1/2, I do hereby agree to withhold and send to you 25% of Henderson's salary until paid in full. He does not get paid by the week but by the trip therefore the money will be sent each time he is paid.

If this is not satisfactory please let me know.

Thank you.

Sincerely,

Billy Middleton
Billy Middleton
Secretary-Treasurer

FILED

SEP 25 1972

cc: William L. Howell

EUNICE B. BLACKMON CIRCUIT
CLERK

WILLIAM L. HOWELL

Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

September 27, 1972

TELEPHONE
AREA CODE 205
438-2516

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

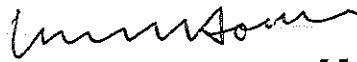
Re: Merchants Adjustment Service, Inc. vs George Henderson,
Garnishee: Ed Middleton, Produce, Case No. 10280½

Dear Ms. Blackmon:

In view of the fact that the Garnishee answered "will deduct"
please have the Judge pass the Judgment Ni Si and pending
garnishment.

Thanking you in advance for your cooperation in the matter, and
with warmest personal regards, I am,

Very truly yours,


William L. Howell

WLH:gd

*Dismiss
& Discharge*

Garnishee

WILLIAM L. HOWELL

Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

December 5, 1972

TELEPHONE
AREA CODE 205
438-2516

Ms. Eunice B. Blackmon
Clerk of Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

Re: Merchants Adjustment Service, Inc. vs George Henderson,
Garnishment Case No. 10, 280½


Dear Ms. Blackmon:

Attached you will find a answer from the garnishee admitting withholdings of \$200.00 and an order of Judgment of Condemnation in partial satisfaction of the judgment.

Please have the Judge set aside the Judgment NiSi and discharge the Garnishee and enter an Order of Judgment of Condemnation for \$200.00 for partial satisfaction.

With warmest personal regards, I remain,

Very truly yours,


William L. Howell

WLH:gd

Encl:

WILLIAM L. HOWELL

Attorney at Law

November 13, 1972

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

TELEPHONE
AREA CODE 205
438-2516

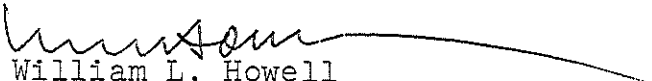
Mr. Ed Middleton, Produce
P. O. Box 72
Loxley, Alabama 36551

Re: Dr. Mudd vs George Henderson Case # 10280, Garnishment
#10,280 1/2

Dear Mr. Middleton:

Please advise this office as to the amount withheld under
the garnishment, and when you expect to have the full
amount withheld.

Very truly yours,



William L. Howell

WLH:mp

November 27, 1972

Sir:

As of this date there has been 200.00 paid on this garnishment.
Mr. Henderson is no longer employed by this company. He quit
unexpectedly.


Billy Middleton
Secretary
E.D. Middleton Produce Inc.

FILED

DEC 6 1972

EUNICE B. BLACKMON CREDIT
CLERK

MERCHANTS ADJUSTMENT SERVICE, INC.) IN THE CIRCUIT COURT OF
)
 Plaintiff) BALDWIN COUNTY, ALABAMA
)
 VS)
)
 GEORGE HENDERSON) AT LAW
)
 Defendant)
)
 E. D. MIDDLETON PRODUCE, INC.)
)
 Garnishee) CASE NO. 10,280½

JUDGMENT OF CONDEMNATION

This day come the plaintiff and it being shown to the Court
 that the plaintiff heretofore on the 8th day of May, 1972,
 recovered judgment against the defendant for the sum of TWO
 HUNDRED SIXTY-FOUR and 50/100 (\$264.50) DOLLARS, and cost of court,
 and the garnishee E. D. Middleton Produce, Inc. having filed an
 answer to this cause admitting an indebtedness to the defendant
 in the sum of TWO HUNDRED and no/100 (\$200.00) DOLLARS, upon
 the motion of plaintiff, it is ordered and adjudged by the Court
 that the sum of TWO HUNDRED and no/100 (\$200.00) DOLLARS in the
 hands of the Garnishee be and the same is hereby condemned to a
 partial satisfaction of said judgment and costs, for the recovery
 of which let execution issue.

Witness my hand this the 7th day of December, 1972.

J. Fair A. Mallett
 Judge of Circuit Court of Baldwin County

FILED

DEC 7 1972

EUNICE B. BLACKMON
 CIRCUIT CLERK