

AETNA DISCOUNT COMPANY,) IN THE CIRCUIT COURT OF
a corporation,)
Plaintiff) AT LAW
vs.) 10,292
WILLIAM B. TERRY and)
DOROTHY R. TERRY, jointly)
and severally,)
Defendant.) CASE NO. _____

Plaintiff claims of the defendants the sum of \$ 980.40
for that heretofore on to-wit: 12-5-69 the defendant for a valuable
consideration, executed a written promissory note, a copy of
said instrument is attached hereto and made a part hereof, wherein they
agreed to pay Aetna Discount Company the sum of \$ 1,110.00
in installments of \$ 37.00 per month, including interest, commencing
on the to-wit: 1-5-70.

Plaintiff avers that defendant s defaulted in payment thereunder on
to-wit: 11-22-71 and pursuant to the terms of said
Promissory note the plaintiff herein declared the entire
balance due and owing. Plaintiff further alleges that the defendant waived
all right or claim of exemption under the Constitution and Laws of the
State of Alabama and agreed to pay a reasonable attorney's fee in the event
employment of an attorney was necessary for the collection, which said
attorney's fee plaintiff claims in the amount of \$ 163.40, which is
20 per cent of \$ 817.00, and plaintiff avers that same is
reasonable.

WHEREFORE, plaintiff claims of the defendant \$ 817.00
plus interest, plus attorney's fee in the amount of \$ 163.40, as
aforesaid.

PERLOFF, REID & BRISKMAN

BY: T. Dwight Reid
Attorney for Plaintiff

Defendant may be served:

Emp: Baldwin Pole & Piling Co.
Bay Minette, Alabama
(works from 12 midnight till 8 a. m.)

FILED

MAR 13 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

NO. AND STREET

CITY

MONTHLY INSTALL-
 MENT DUE DATE

NO. 43523-0

05

SPOUSE

DEBORAH R

DATE
 12-05-69

NOTE AMOUNT

1110.00

NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE

FIRST PAYMENT DUE

FINAL PAYMENT DUE

OF \$ 0.00 AND 30 OF \$ 37.00

1-05-70

6-05-72

EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE
 WITH INTEREST AFTER MATURITY AT 5% PER ANNUM.

AND SAME DAY
 EACH MONTH

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the Payee, named above, or order, at its above office, the Amount of Note stated above, in successive monthly installments each in the amount and payable on the date set forth above, with the final installment payment on the date specified, with interest thereon at the rate of 8% per annum from maturity until paid. This promissory note is secured by security agreement as stated below.

It is understood that, time being of the essence, if any one of said installments or any portion thereof shall become due and remain unpaid, then all the remaining unpaid installments shall, at the option of the holder, and without any demand or notice to the undersigned be considered as due and payable. The undersigned, whether makers, co-makers, endorsers, sureties or guarantors severally and jointly waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice to either of them of such extension and without releasing them from liability hereunder. The undersigned agree to pay all costs of collecting or attempting to collect this note, including a reasonable attorney's fee, and each expressly waives as to this debt all rights to claim personal property as exempt under the laws and Constitution of the State of Alabama or of any State in the United States.

In further consideration of the said indebtedness the Debtors named above, for themselves and their heirs, executors, administrators and assigns, to secure the payment of the note amount stated above, to the Secured Party, the payee thereof, and to further secure the payment of any further or additional advances made by said Secured Party at any time before the entire indebtedness secured hereby shall be paid in full but within 5 years from the date hereof, either as a future loan by Secured Party, a refinancing of the unpaid balance of the loan stated above or a renewal thereof or both, but not exceeding in the aggregate the principal amount of \$5,000 at any one time, do bargain, sell and convey and hereby have sold and conveyed to the Secured Party, its successors, and assigns, the goods and chattels hereinafter described, all of which Debtors warrant to be their exclusive unencumbered property, and, in addition, all other goods, chattels, and personal property, furniture and household goods hereafter to be acquired by the Debtors or either of them and kept and used in or about their premises or commingled with or substituted for any furniture, household goods, motor vehicle, parts or accessories herein covered.

TO HAVE AND TO HOLD THE SAME, FOREVER; PROVIDED, HOWEVER, that if Debtors shall pay or cause to be paid, when due, the sums of money owing on the loan or loans secured hereby, according to the terms of the promissory note evidencing said loan or loans, and shall perform the agreements hereof, then these presents shall cease and terminate; otherwise to remain in full force and effect.

DEBTORS AGREE THAT: (1) If Debtors shall fail to make any payment provided in the promissory note above mentioned when such payment is due, whether it has become due by exercise of the option of the Secured Party to declare it due or otherwise, or if the Secured Party shall feel insecure or unsafe, or shall fear diminution, removal or waste of said property, or if the Debtors shall sell or assign or attempt to sell or assign, the said property, or any portion in bankruptcy is filed by or against the Debtors, either or any of such cases shall be and constitute "default in payment hereunder." (2) Upon default in payment hereunder or upon breach of any agreement herein contained, the right of Debtors to retain possession of the subject property shall at once cease and determine, and thereupon, the Secured Party, without notice of any such occasion thereof, may and hereby is authorized to enter upon the premises of Debtors or any place where such property or any part thereof may be found and take possession thereof, with or without process of law. (3) Upon default in payment hereunder, Secured Party, in its own name or in the name of Debtors, may and hereby is authorized to sell the subject property or any part thereof, at public or private sale, and out of the money arising from the sale, Secured Party shall deduct all expenses for retaking and selling subject property, including reasonable attorney's fees, the balance thereof to be applied to the debt due it, but shall return any overplus to Debtors. Debtors shall pay any deficiency. Secured Party may become a purchaser at any sale of the subject property. (4) Any failure of Secured Party to enforce any rights or remedies herein granted upon a default in payment hereunder or other breach shall not constitute a waiver of its right to enforce them thereafter. Such rights and remedies shall be in addition to those the Secured Party has by law.

In making application for registration and for a certificate of title for any motor vehicle, trailer or semi-trailer described hereinafter or in describing their interest in it for any purpose, Debtors covenant that they will state that they have executed and delivered this instrument to secure payment of the loan herein described. In the event possession of said motor vehicle, trailer or semi-trailer is delivered up to Secured Party or Secured Party obtains possession by virtue of the agreements herein contained, debtors hereby agree to execute and deliver to Secured Party or to any person designated by Secured Party any and all assignments, applications, and other documents necessary under the Motor Vehicle Act of Alabama to transfer the certificate of title and the registration of said motor vehicle, trailer or semi-trailer.

Debtors will keep the subject property insured for the full insurable value thereof.

Whenever context requires, masculine gender shall include feminine and plural shall include singular.

This security agreement covers the following property:

- | | |
|---------------------------|-----------------------------|
| 1 green divan | 1 Westinghouse refrigerator |
| 1 brown chair | 1 elc. range |
| 1 green chair | 1 GE Auto. washer |
| 1 oak occ. table | 1 GE TV |
| 2 oak end tables | 2 Singer sewing machines |
| 2 gold table lamps | 1 Admiral T V |
| 1 yellow table | |
| 6 chairs- yellow | |
| 1-3pc mah bedroom suite | |
| 2 maple bunk beds | |
| 1 maple chest & 1 dresser | |
| 1 mah double bed | |

DESCRIPTION OF PERSONAL PROPERTY:

NONE - ALL of the household goods, furniture and personal property of every kind, nature and description now located in or about Debtors' premises at their address above set forth or at the address to which said property may hereafter be removed, including but not limited to the above listing.

MAKE OF AUTO	YEAR	BODY	MOTOR NUMBER	SERIAL NUMBER
NONE				

WITNESS the hands of debtors.

Witnesses:

LOAN MADE BY:

[Signatures]
 DEBTOR
 DEBTOR
 VOL 70 PAGE 48

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,292

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon William B. Terry and Dorothy R. Terry

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 William B. Terry
and Dorothy R. Terry, Jointly & Severally, Defendant.

by AETNA DISCOUNT COMPANY, A Corporation,
Plaintiff.

witness my hand this 13th day of March 1972

Erinice B. Blackmon Clerk

4 3-21-72

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

AETNA DISCOUNT COMPANY

Plaintiffs

VS.

WILLIAM B. TERRY & DOROTHY R.

TERRY, Jointly & Several Defendants

SUMMONS AND COMPLAINT

Filed March 13, 1972

Eunice B. Blackmon Clerk

Perloff, Reid & Briskman

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

TAYLOR WILKINS
SHERIFF

19.....

Sheriff

I have executed this summons

this March 21, 1972

by leaving a copy with

Wm. B. Terry
Dorothy R. Terry

Sherriff claims 120 Miles

Ten Cents per mile 120

TAYLOR WILKINS, Sheriff

W A Zolner Deputy Sheriff

Taylor Wilkins Sheriff

W A Zolner Deputy Sheriff

3 miles north of Bay

AETNA DISCOUNT COMPANY, a
corporation,

Plaintiff,

vs.

WILLIAM B. TERRY and
DOROTHY R. TERRY, jointly
and severally,

Defendant.

(IN THE CIRCUIT COURT OF
(BALDWIN COUNTY, ALABAMA,
(AT LAW

(

(

(

CASE NO. 10,292

REQUEST FOR WRIT OF DISCOVERY

TO THE HONORABLE EUNICE BLACKMON, CLERK OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA:

Whereas, in the above entitled cause the plaintiff
recovered a judgment on the said defendants, in Case No. 10292,
at Law, on the 7th day of June, 1972, for the sum of \$1,143.80
besides the costs of said cause; and whereas, execution was
issued on said judgment against the said William B. & Dorothy
R. Terry on the 28th of July, 1972, the said execution was
returned by the Sheriff of Baldwin County, Alabama, with the
endorsement thereon "No property found," and said judgment
remains unpaid and unsatisfied.

Now, therefore, this is to request you as Clerk of said
Court to issue a notice to said William R. Terry and Dorothy
R. Terry requiring them to file in the Circuit Court, within
thirty days from service of notice, a statement in writing,
under oath, of all the assets of the said William B. Terry and
Dorothy R. Terry, including money, personal and real property,
choses in action, bonds and accounts, with a detailed description
of the same, the location and reasonable value of each item
thereof, together with a detailed statement of all liens,
mortgages or incumbrances thereon, showing the amounts due upon
each, and the owner or holder of such liens, mortgages or
incumbrances. The defendants both live at Route 1, Box 281,
Centerville, Alabama.

Dated this 28th day of November, 1972.



T. DWIGHT REID, Attorney for Pltff.

AETNA DISCOUNT COMPANY, a
corporation,

Plaintiff,

vs.

WILLIAM B. TERRY and
DOROTHY R. TERRY, jointly
and severally,

Defendant.

(IN THE CIRCUIT COURT OF
(BALDWIN COUNTY, ALABAMA,
(AT LAW

CASE NO. 10,292

REQUEST FOR WRIT OF DISCOVERY

TO THE HONORABLE EUNICE BLACKMON, CLERK OF THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA:

Whereas, in the above entitled cause the plaintiff
recovered a judgment on the said defendants, in Case No. 10292,
at Law, on the 7th day of June, 1972, for the sum of \$1,143.80
besides the costs of said cause; and whereas, execution was
issued on said judgment against the said William B. & Dorothy
R. Terry on the 28th of July, 1972, the said execution was
returned by the Sheriff of Baldwin County, Alabama, with the
endorsement thereon "No property found," and said judgment
remains unpaid and unsatisfied.

Now, therefore, this is to request you as Clerk of said
Court to issue a notice to said William R. Terry and Dorothy
R. Terry requiring them to file in the Circuit Court, within
thirty days from service of notice, a statement in writing,
under oath, of all the assets of the said William B. Terry and
Dorothy R. Terry, including money, personal and real property,
choses in action, bonds and accounts, with a detailed description
of the same, the location and reasonable value of each item
thereof, together with a detailed statement of all liens,
mortgages or incumbrances thereon, showing the amounts due upon
each, and the owner or holder of such liens, mortgages or
incumbrances. The defendants both live at Route 1, Box 281,
Centerville, Alabama.

Dated this 28th day of November, 1972.

AETNA DISCOUNT COMPANY, A CORP.

PLAINTIFF

VS.

WILLIAM B. TERRY & DOROTHY R. TERRY,
Jointly & Severally DEFENDANT

In The Circuit Court
Of Baldwin County, Alabama

AT LAW No. 10,292

DISCOVERY NOTICE FOR ASSETS OF JUDGMENT DEBTOR

TO: WILLIAM B. TERRY & DOROTHY R. TERRY,

Take notice, whereas, the Plaintiff herein has requested in writing, the undersigned, as Clerk of this Court, to issue notice to you as Defendant herein, requiring you to file a statement, in writing, under oath of all your assets, as provided in Title 7, Section 903, Alabama Code 1940, as amended and it appearing from the said request and the record in the said cause that an execution was returned on the judgment in this cause on the 13th day of October, 1972, endorsed "NO PROPERTY FOUND" by the Sheriff of Baldwin County, and that you reside in the State of Alabama.

Now therefore you the said William B. Terry & Dorothy R. Terry are hereby required, within 30 days from the service hereof, to file in this Court a statement, in writing, under oath of all your assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal, or mixed, or any interest therein with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed list of statements, or any and all liens, mortgages or encumbrances thereon.

Witness my hand this the 1st day of December, 1972

Ernie B. Blackburn
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to serve the following notice upon the above named WILLIAM B. TERRY & DOROTHY R. TERRY and make due return of your said service and of this notice.

Ernie B. Blackburn
CLERK

AETNA DISCOUNT COMPANY, A CORP.
PLAINTIFF
VS.

In The Circuit Court
Of Baldwin County, Alabama

AT LAW No. 10,292

WILLIAM B. TERRY & DOROTHY R. TERRY,
Jointly & Severally DEFENDANT

DISCOVERY NOTICE FOR ASSETS OF JUDGMENT DEBTOR

TO: WILLIAM B. TERRY & DOROTHY R. TERRY,

Take notice, whereas, the Plaintiff herein has requested in writing, the undersigned, as Clerk of this Court, to issue notice to you as Defendant herein, requiring you to file a statement, in writing, under oath of all your assets, as provided in Title 7, Section 903, Alabama Code 1940, as amended and it appearing from the said request and the record in the said cause that an execution was returned on the judgment in this cause on the 13th day of October, 1972, endorsed "NO PROPERTY FOUND" by the Sheriff of Baldwin County, and that you reside in the State of Alabama.

Now therefore you the said William B. Terry & Dorothy R. Terry are hereby required, within 30 days from the service hereof, to file in this Court a statement, in writing, under oath of all your assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal, or mixed, or any interest therein with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed list of statements, or any and all liens, mortgages or encumbrances thereon.

Witness my hand this the 1st day of December, 1972

Eunice B. Blackmon
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to serve the following notice upon the above named WILLIAM B. TERRY & DOROTHY R. TERRY and make due return of your said service and of this notice.

Eunice B. Blackmon
CLERK

AETNA DISCOUNT COMPANY, A CORP.
PLAINTIFF
VS.

In The Circuit Court
Of Baldwin County, Alabama
AT LAW No. 10,292

WILLIAM B. TERRY & DOROTHY R. TERRY,
Jointly & Severally DEFENDANT

DISCOVERY NOTICE FOR ASSETS OF JUDGMENT DEBTOR

TO: WILLIAM B. TERRY & DOROTHY R. TERRY,

Take notice, whereas, the Plaintiff herein has requested in writing, the undersigned, as Clerk of this Court, to issue notice to you as Defendant herein, requiring you to file a statement, in writing, under oath of all your assets, as provided in Title 7, Section 903, Alabama Code 1940, as amended and it appearing from the said request and the record in the said cause that an execution was returned on the judgment in this cause on the 13th day of October, 1972, endorsed "NO PROPERTY FOUND" by the Sheriff of Baldwin County, and that you reside in the State of Alabama.

Now therefore you the said William B. Terry & Dorothy R. Terry are hereby required, within 30 days from the service hercof, to file in this Court a statement, in writing, under oath of all your assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal, or mixed, or any interest therein with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed list of statements, or any and all liens, mortgages or encumbrances thereon.

Witness my hand this the 1st day of December, 1972

Ernie B. Blackman
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to serve the following notice upon the above named WILLIAM B. TERRY & DOROTHY R. TERRY and make due return of your said service and of this notice.

Ernie B. Blackman
CLERK

CASE NO. 10,292

AETNA DISCOUNT COMPANY, A CORP.

Plaintiff,

vs:

WILLIAM B. TERRY & DOROTHY R. TERRY,

Defendants

Writ of Discovery

RECEIVED

DEC 4 1972

TAYLOR WILKINS
SHERIFF

Sheriff claims _____ miles at

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

BY _____
DEPUTY SHERIFF

Returned 6 day of Dec. 1972
Not found in my county after diligent search and in-
quiry.

By Taylor Wilkins, Sheriff
Robert
Deputy Sheriff

Received 4 day of Dec. 1972
and on 7 day of Dec. 1972
I served a copy of the within
on Wm. B. Terry; Dorothy
R. Terry
By service on _____
TAYLOR WILKINS, Sheriff
By D.S.
Not found in this
country Tallent

T. Dwight Reid, Atty.

AETNA DISCOUNT COMPANY, a	✕	IN THE CIRCUIT COURT
corporation,	✕	OF BALDWIN COUNTY,
Plaintiff	✕	ALABAMA,
VS.	✕	AT LAW
WILLIAM B. TERRY and	✕	CASE NO. 10,292
DOROTHY TERRY, jointly	✕	
and severally,	✕	
Defendants		

REQUEST FOR ALIAS WRIT OF DISCOVERY

TO THE HONORABLE EUNICE BLACKMON, CLERK OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA

Whereas, in the above entitled cause the Plaintiff recovered a judgment on the said defendants, in Case No. 10292, at Law, on the 7th day of June, 1972, for the sum of \$1,143.80 besides the costs of said cause; and whereas, execution was issued on said judgment against the said William B. & Dorothy R. Terry on the ¹³28th of ^{Oct}July, 1972, the said execution was returned by the Sheriff of Baldwin County, Alabama, with the endorsement thereon "No Property Found", and said judgment remains unpaid and unsatisfied.

Now, therefore, this is to request you as Clerk of said Court to issue a notice to said Dorothy R. Terry, requiring her to file in the Circuit Court, within thirty days from service of notice, a statement in writing, under oath, of all the assets of said Dorothy Terry, including money, personal and real property, choses in action, bonds and accounts, with a detailed description of same, the location and reasonable value of each item thereof, together with a detailed statement of all liens, mortgages or incumbrances thereon, showing the amounts due upon each, and the owner or holder of such liens, mortgages or incumbrances. The Defendant, Dorothy Terry, may be served at Route 1, Box 281, Centerville, Alabama.

Dated this the 16th day of February, 1973.

FILED

FEB 19 1973

PERLOFF, REID & BRISKMAN
ATTORNEYS AT LAW
257 ST. ANTHONY STREET
MOBILE, ALABAMA 36603

EUNICE B. BLACKMON CIRCUIT CLERK

VOL

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T. DWIGHT REID

AETNA DISCOUNT COMPANY, a
corporation,

Plaintiff

VS.

WILLIAM B. TERRY and
DOROTHY TERRY, jointly
and severally,

Defendants

IN THE CIRCUIT COURT
OF BALDWIN COUNTY,
ALABAMA,

AT LAW

CASE NO. 10,292

REQUEST FOR ALIAS WRIT OF DISCOVERY

TO THE HONORABLE EUNICE BLACKMON, CLERK OF THE CIRCUIT COURT
OF BALDWIN COUNTY, ALABAMA

Whereas, in the above entitled cause the Plaintiff recovered a judgment on the said defendants, in Case No. 10292, at Law, on the 7th day of June, 1972, for the sum of \$1,143.80 besides the costs of said cause; and whereas, execution was issued on said judgment against the said William B. & Dorothy R. Terry on the 28th of July, 1972, the said execution was returned by the Sheriff of Baldwin County, Alabama, with the endorsement thereon "No Property Found", and said judgment remains unpaid and unsatisfied.

Now, therefore, this is to request you as Clerk of said Court to issue a notice to said Dorothy R. Terry, requiring her to file in the Circuit Court, within thirty days from service of notice, a statement in writing, under oath, of all the assets of said Dorothy Terry, including money, personal and real property, choses in action, bonds and accounts, with a detailed description of same, the location and reasonable value of each item thereof, together with a detailed statement of all liens, mortgages or incumbrances thereon, showing the amounts due upon each, and the owner or holder of such liens, mortgages or incumbrances. The Defendant, Dorothy Terry, may be served at Route 1, Box 281, Centerville, Alabama.

Dated this the 16th day of February, 1973.

DISCOVERY NOTICE FOR ASSETS OF JUDGEMENT DEBTOR

TO: DOROTHY TERRY,

TAKE NOTICE, WHEREAS, THE PLAINTIFF HEREIN HAS REQUESTED IN WRITING, THE UNDERSIGNED, AS CLERK OF THIS COURT, TO ISSUE NOTICE TO YOU AS DEFENDANT HEREIN, REQUIRING YOU TO FILE A STATEMENT, IN WRITING, UNDER OATH OF ALL YOUR ASSETS, AS PROVIDED IN TITLE 7, SECTION 903, ALABAMA CODE 1940, AS AMENDED AND IT APPEARING FROM THE SAID REQUEST AND THE RECORD IN THE SAID CAUSE THAT AN EXECUTION WAS RETURNED ON THE JUDGEMENT IN THIS CAUSE ON THE 13th DAY OF October, 19 72, ENDORSED "NO PROPERTY FOUND" BY THE SHERIFF OF BALDWIN COUNTY, AND THAT YOU RESIDE IN THE STATE OF ALABAMA.

NOW THEREFORE YOU THE SAID DOROTHY TERRY ARE HEREBY REQUIRED, WITHIN 30 DAYS FROM THE SERVICE HEREOF, TO FILE IN THIS COURT A STATEMENT, IN WRITING, UNDER OATH OF ALL YOUR ASSETS, INCLUDING MONEY, CHOSSES IN ACTION, NOTES, BONDS AND ACCOUNTS, AND ALL OTHER PROPERTY, REAL, PERSONAL, OR MIXED, OR ANY INTEREST THEREIN WITH A DETAILED DESCRIPTION OF THE SAME, THE LOCATION AND REASONABLE VALUE OF EACH ITEM THEREOF, TOGETHER WITH A DETAILED LIST OF STATEMENTS, OR ANY AND ALL LIENS, MORTGAGES OR ENCUMBRANCES THEREON.

WITNESS MY HAND THIS THE 20th DAY OF February, 19 73

Ernie B. Blackburn
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SERVE THE FOLLOWING NOTICE UPON THE ABOVE NAMED Dorothy Terry AND MAKE DUE RETURN OF YOUR SAID SERVICE AND OF THIS NOTICE.

Ernie B. Blackburn
CLERK

CASE # 10,292

AETNA DISCOUNT COMPANY, A CORPORATION

VS:

WILLIAM B. TERRY & DOROTHY TERRY,
Jointly & Severally,

ALIAS WRIT OF DISCOVERY

T. Dwight Reed,
Attorney For Plaintiff

DISCOVERY NOTICE FOR ASSETS OF JUDGEMENT DEBTOR

TO: DOROTHY TERRY,

TAKE NOTICE, WHEREAS, THE PLAINTIFF HEREIN HAS REQUESTED IN WRITING, THE UNDERSIGNED, AS CLERK OF THIS COURT, TO ISSUE NOTICE TO YOU AS DEFENDANT HEREIN, REQUIRING YOU TO FILE A STATEMENT, IN WRITING, UNDER OATH OF ALL YOUR ASSETS, AS PROVIDED IN TITLE 7, SECTION 903, ALABAMA CODE 1940, AS AMENDED AND IT APPEARING FROM THE SAID REQUEST AND THE RECORD IN THE SAID CAUSE THAT AN EXECUTION WAS RETURNED ON THE JUDGEMENT IN THIS CAUSE ON THE 13th DAY OF October, 19 72, ENDORSED "NO PROPERTY FOUND" BY THE SHERIFF OF BALDWIN COUNTY, AND THAT YOU RESIDE IN THE STATE OF ALABAMA.

NOW THEREFORE YOU THE SAID DOROTHY TERRY ARE HEREBY REQUIRED, WITHIN 30 DAYS FROM THE SERVICE HEREOF, TO FILE IN THIS COURT A STATEMENT, IN WRITING, UNDER OATH OF ALL YOUR ASSETS, INCLUDING MONEY, CHOSES IN ACTION, NOTES, BONDS AND ACCOUNTS, AND ALL OTHER PROPERTY, REAL, PERSONAL, OR MIXED, OR ANY INTEREST THEREIN WITH A DETAILED DESCRIPTION OF THE SAME, THE LOCATION AND REASONABLE VALUE OF EACH ITEM THEREOF, TOGETHER WITH A DETAILED LIST OF STATEMENTS, OR ANY AND ALL LIENS, MORTGAGES OR ENCUMBRANCES THEREON.

WITNESS MY HAND THIS THE 20th DAY OF February, 19 73.

Emmie B. Blackburn
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SERVE THE FOLLOWING NOTICE UPON THE ABOVE NAMED Dorothy Terry AND MAKE DUE RETURN OF YOUR SAID SERVICE AND OF THIS NOTICE.

Emmie B. Blackburn
CLERK

Returned 28 day of Feb 1973
Not found in my county after diligent search and in-
sulted

Received 20 day of Feb 1973
and on day of Feb 1973
I served a copy of the within on Dorothy Terry

By service on
TAYLOR WILKINS Sheriff
(BY) D. L.

TAYLOR WILKINS
Deputy Sheriff

Number of claims _____ miles at
_____ Cents per mile Total \$
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

RECEIVED
FEB 20 1973

CASE # 10,292

AETNA DISCOUNT COMPANY, A CORPORATION

VS:

WILLIAM B. TERRY & DOROTHY TERRY,
Jointly & Severally,

ALIAS WRIT OF DISCOVERY

T. Dwight Read,
Attorney For Plaintiff

4335412

RAPIDFORMS NO. 1105/3
LETTER-LIMINATOR

WS 11053-4
REORDER FROM REGENT STANDARD FORMS, INC., AIRPORT INDUSTRIAL PARK, PENNSAUKEN, N.J. 08109

SENDER: SNAP OUT YELLOW COPY ONLY. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

FROM

PERLOFF, REID & BRISKMAN

Attorney at Law

257 ST. ANTHONY STREET

MOBILE, ALABAMA 36603 • TELEPHONE 433-5412

Mrs. Eunice B. Blackmon
Clerk of the Circuit Court
Baldwin County
Bay Minette, Alabama

SUBJECT: Aetna Discount Company Vs. William B. Terry Case Number 10292

FOLD HERE
DATE

7-26-72

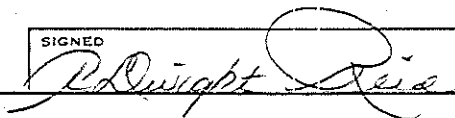
MESSAGE

I would appreciate your processing the attached garnishment in regards to the above styled cause at your earliest convenience.

Thanking you for your continued cooperation, I am

PERLOFF, REID & BRISKMAN

SIGNED



DATE

REPLY

SIGNED

10.292 1/2

GARNISHMENT AFFIDAVIT

10.292 1/2

THE STATE OF ALABAMA, }

~~XXXXXXXXXXXXXXXXXXXX~~

BALDWIN COUNTY

authority of Baldwin County

Before me, the undersigned, ~~XX~~ personallyappeared PERLOFF, REID & BRISKMAN who made oath indue form of law that AETNA DISCOUNT COMPANY, a corporation hathobtained judgment against WILLIAM B. TERRY & DOROTHY R. TERRY, jointly andseverallyfor \$1,143.80 Dollars

Circuit Court of Baldwin

besides cost of suit before The ~~Court of General Sessions of Baldwin County~~ and that BALDWINPOLE & PILING COMPANY, a corporationHighway 31 NorthBay Minette, Alabama IS supposed to be indebtedto or have effects of the said WILLIAM B. TERRYin ITS possession, or under ITS control, and that THEY believe process ofGarnishment is necessary against the said BALDWIN POLE & PILING COMPANY, a corporationto obtain satisfaction of SAID judgment.

Subscribed and sworn to before me, the

26 day of July 1972Susan Mitchell~~XX~~

NOTARY PUBLIC

Reid

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 1972.

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 1972....., of the Circuit Court of Baldwin County, to-wit: On the7th..... day of June....., 1972., being a regular day of said term, ...AETNA DISCOUNT COMPANY, a corporation.....

recovered judgment againstWILLIAM B. TERRY & DOROTHY R. TERRY, Jointly..... and severally

for the sum of \$1,143.80..... Dollars, and cost of suit, and affidavit having been made byPERLOFF, REID & BRISKMAN..... 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 Pole & Piling Company, a corporation.....

.....Highway 31, (North).....

.....Bay Minette, Alabama.....

has or is believed to have inITS..... possession, or underITS..... control money or effects belonging to said defendant William B. Terry or that Baldwin Pole & is, or is believed to be indebted to said defendant William Terry Piling Company 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 Pole & Piling Company

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 makingit..... answer, or at any time intervening the time of serving the garnishment, and making the answerit..... was indebted to said defendant

..... and whetherit..... will not be indebted in future to said defendant

..... 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 William Terry.....

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

Witness, Ernie B. Blackman Clerk of said Court, this.....27..... day of July, A. D., 1972

Issued27..... day of July, A. D., 1972

ATTEST:

Ernie B. Blackman Clerk.

20.20

Received 27 day of July 1972
and on 31 day of July 1972
I served a copy of the within subpoena
on Baldwin Pole & Piling
By service on Sue McDowell

TAYLOR WILKINS
By W. A. Zellerbach

21324
21324

CIRCUIT COURT, BALDWIN COUNTY
No. 10292 1/2

AETNA DISCOUNT COMPANY, a corp.

VS. } GARNISHMENT ON JUDGMENT

WILLIAM B. TERRY, et al
c/o Baldwin Pole & Piling Company
Highway 31 (north)
Bay Minette, Alabama

Issued 27 day of July 1972

Returnable _____ day of _____ 19____

RECEIVED

JUL 27 1972

TAYLOR WILKINS

Perloff, Reid & Briskman
Attorney

Moore Printing Company, Bay Minette, Alabama

Sheriff claims _____ miles at
Ten Cents per mile Total \$ _____
TAYLOR WILKINS, Sheriff
BY _____ DEPUTY SHERIFF

NOTICE OF GARNISHMENT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

TO WILLIAM B. TERRY Defendant.....:

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

AETNA DISCOUNT COMPANY, A CORPORATION Plaintiff.....

WILLIAM B. TERRY & DOROTHY R. TERRY, Jointly & Severally Defendant.....
versus

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

BALDWIN POLE & PILING COMPANY.....

has^s been named as Garnishee.....

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

27th day of July, 1972

Eunice B. Blakeman
Clerk of the Circuit Court.

10,292 1/2

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO
WILLIAM B. TERRY

AETNA DISCOUNT COMPANY, A CORP.

Plaintiff.....

VS.

WILLIAM B. TERRY & DOROTHY R. TERRY,
Jointly & Severally

Defendant.....

RECEIVED

JUL 27 1972

TAYLOR WILKINS
CLERK

Sheriff claims _____ miles at
Ten Cents per mile Total \$ _____
TAYLOR WILKINS, Sheriff
BY _____ DEPUTY SHERIFF

Received _____ 27 _____ Day of _____ 1972
and on _____ 31 _____ day of _____ 1972
I served a copy of the writ on _____
William B. Terry
By service on _____

TAYLOR WILKINS, Sheriff
By _____

Baldwin Pole & Piling Co., Inc.

CREOSOTE PRESSURE TREATED
POLES AND PILING
FENCE POSTS AND LUMBER

"FROM THE FOREST TO THE LINE"

A. T. Easley, President
M. T. Easley, 1st Vice President
Mrs. A. K. Easley, 2nd Vice President
J. W. Duck, Secretary-Treasurer

P. O. Box 768 Telephone 205-937-2141

Bay Minette, Alabama, 36507

August 7, 1972

AETNA DISCOUNT COMPANY, A CORP.

NO. 10292 $\frac{1}{2}$

WILLIAM B. TERRY et, c/o BALDWIN POLE & PILING COMPANY
HIGHWAY 31, (NORTH) BAY MINETTE, ALA.

Mr. William B. Terry is no longer employed with us. He terminated his work on August 3, 1972.

Baldwin Pole & Piling Co. Inc.

Edith Easley
Edith Easley Bookkeeper

FILED

AUG 8, 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

10,292 1/2

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greetings:

WHEREAS, at a regular..... Term, 19..... of the Circuit Court of Baldwin County, to-wit: On the 6 day of June, 1972, being a regular day of said term, Aetna Discount Company (#10292)

recovered judgment against William B. Terry

for the sum of \$1143.80 Dollars, and cost of suit, and affidavit having been made by T. Dwight Reid that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Bush Hog Company, a corporation
Selma, Alabama 36701

has or believed to have in its possession, or under its control money or effects belonging to said defendant William B. Terry or that it is, or is believed to be indebted to said defendant it 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

Bush Hog Company, a corporation
Selma, 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 answer, or at any time intervening the time of serving the garnishment, and making the answer was its indebted to said defendant and whether it will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing 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 William B. Terry

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

Witness, Eunice B. Blackmon, Clerk of said Court, this 20th day of Sept, A. D., 1970

Issued 20th day of Sept, A. D., 1970

ATTEST:

Eunice B. Blackmon Clerk

RECEIVED

FEB 26 1975

THOMAS H. BENTON
SHERIFF

2/26/75

Bm

2/26/75

Presented by leaving
a copy of the within
with Mrs. Evelyn
Robertson Sec. to Personal
Director Bush Hog Co.
Wilson Baker Shuff
a Atchison KS

SHERIFF OF DALLAS COUNTY

CLAIMS 10 MILES

AT TEN CENTS PER MILE,

TOTAL OF \$ 1.00

WILSON BAKER, SHERIFF

BY

DEPUTY SHERIFF

Serving fee \$1.50

CIRCUIT COURT, BALDWIN COUNTY

No. 10,292 $\frac{1}{2}$ A

AETNA DISCOUNT COMPANY

VS.

GARNISHMENT ON JUDGMENT

WILLIAM B. TERRY

Issued 25th day of February 1975

Returnable _____ day of _____ 19____

T. Dwight Reid

Attorney

Moore Printing Co. — Bay Minette, Ala.

William B. Terry

STATE OF ALABAMA
Baldwin County

Circuit Court

10,292 1/2 A

Personally appeared before me, Eunice B. Blackmon, Clerk of the Circuit Court in and for Baldwin County and State aforesaid T. Dwight Reid Term who being duly sworn, on oath says, that a regular of the Circuit Court of Baldwin County, to-wit: on the 7 day of June 1972 Aetna Discount Company #10292 recovered a judgment against William B. Terry for the sum of 1143.80 Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that Bush Hog Company, a corporation Selma, Alabama 36701 supposed to be indebted to or have effects of the said William B. Terry in its possession, or under its Control, and that he believes process of Garnishment against said Bush Hog Company, a corporation is necessary to obtain satisfaction of said judgment.

FILED

Sworn to and subscribed this 20 day of February A. D. 1975

FEB 20 1975

CIRCUIT CLERK

NOTARY PUBLIC

Clerk

STATE OF ALABAMA }

Baldwin County

TO William B. Terry Defendant.....YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of
Aetna Discount Company Plaintiff.....versus William B. Terry Defendant.....

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

Bush Hog Company, a corporation
Selma, Alabama 36701

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 20thday of Feb., 19 75Louise B. Blackmon

Clerk of the Circuit Court.

RECEIVED

FEB 26 1975

THOMAS H. BENTON
SHERIFF

Date

2/26/75

Sherriff, Dallas County, Ala.

By

Bm

Executed this the

1

day of

March 75

by leaving a copy of the within with

Wm B Lerry
Wilson Baker

Sheriff of Dallas County, Ala.

By

A. A. Atchison

Deputy Sheriff, Dallas County, Ala.

SHERIFF OF DALLAS COUNTY

CLERK 20

AT TEN CENTS PER COPY

TOTAL OF \$ 2.00

VALUATION

BY A. A. Atchison

DEPUTY SHERIFF

Money for 1.50

10,292 1/2 A

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Wm. B. Lerry

Plaintiff...

VS.

Wm. B. Lerry

Defendant...

Law Offices of
PERLOFF, REID & BRISKMAN
257 ST. ANTHONY STREET
MOBILE, ALABAMA 36603

MAYER W. PERLOFF
T. DWIGHT REID
DONALD M. BRISKMAN

March 4th, 1975

AREA CODE 205
TELEPHONE 433-5412

Hon. Eunice B. Blackmon, Clerk
Circuit Court of Bladwin County
Post Office Box 239
Bay Minette, Alabama

Re: #10,292 Aetna Discount Co. Vs. William B. Terry
(PLEASE REFER TO ITEMS CHECKED BELOW)

Gentlemen:

1. ☐ Please issue an alias (pluries) complaint and summons at the following address:
2. ☐ Please issue a Writ of Discovery to the defendant, commanding him to file in Court a sworn list of his assets, if any.
Defendant may be served:
Garnishee: Bush Hog Company, a corporation
3. ☒ Please discharge the garnishee in the above styled cause.
4. ☐ Please issue an alias execution against the defendant and ask the Sheriff to execute on the following property:
5. ☐ Please dismiss the above case on motion of the plaintiff.
6. ☐ Please enter a non-suit in the above case on motion of plaintiff.
7. ☐ Please send me your bill of costs.
8. ☐

REMARKS:

Very truly yours
PERLOFF & REID

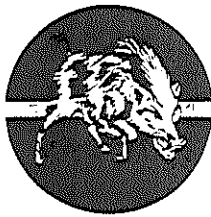
BY: *T. Dwight Reid*

/rms

FILED

MAR 6 1975

EUNICE B. BLACKMON
CIRCUIT CLERK



BUSH HOG

AGRICULTURAL IMPLEMENT DIVISIONS OF



ALLIED
PRODUCTS CORPORATION

P.O. Box 1039 / Selma, Alabama 36701 / Phone (205) 872-6261

March 7, 1975

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

RE: Case #10292

Dear Ms. Blackmon:

We have received your garnishment against William B. Terry and will begin deducting on our next payroll. Remittance will be made to you monthly.

Thank you.

Yours truly,

BUSH HOG DIVISION
ALLIED PRODUCTS CORPORATION

David Latham

David Latham
Accounting Dept.

DL:jms

FILED

MAR 10 1975

EUNICE B. BLACKMON CIRCUIT CLERK

RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: AETNA DISCOUNT COMPANY

vs.

Plaintiff.

WILLIAM B. TERRY

Defendant.

To: Bush Hog Co.- P. O. Box 1039, Selma, Ala. 36701

GARNISHEE

I, Eunice B. Blackmon, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 13th day of March, 19 75

CLERK.

STATE OF ALABAMA
Baldwin County

Circuit Court

the undersigned authority

Personally appeared before me, ~~Eunice B. Blackmon, Clerk of the Circuit Court~~ and for Baldwin County and

State aforesaid PERLOFF, REID & BRISKMAN

who being duly sworn, on oath says, that a regular Term

of the Circuit Court of Baldwin County, to-wit: on the 7th day of June

19 72 AETNA DISCOUNT CO., a corporation

recovered a judgment against WILLIAM B. TERRY

..... for the sum of

\$1,143.80 less payments for balance of \$1,087.70 Dollars

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

FREEMAN TRUCKING COMPANY, a corporation (P.O. Box 68) Centerville, Ala.

IS

supposed to be indebted to or have effects of the said WILLIAM B. TERRY

in ITS possession, or under ITS Control, and that he believes process of

Garnishment against said FREEMAN TRUCKING COMPANY, a corporation

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 14th

day of December A. D. 1976...

Linda G. Ashley
NOTARY PUBLIC, STATE AT LARGE Clerk

FILED

DEC 16 1976

EUNICE B. BLACKMON CIRCUIT CLERK

NO.10,292 *1/2 B.*

Circuit Court

.....

AETNA DISCOUNT CO.,
a corporation

VS.
WILLIAM B. TERRY
Route 1, Box 281
Centerville, Alabama

.....

FREEMAN TRUCKING COMPANY,
a corporation
Centerville, Alabama

AFFIDAVIT
GARNISHMENT ON JUDGMENT

Filed this day of

....., 19.....

.....

Clerk

STATE OF ALABAMA }

Baldwin County

TO WILLIAM B. TERRY Defendant.....

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

AETNA DISCOUNT CO., a corporation Plaintiff.....versus WILLIAM B. TERRY Defendant.....now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which FREEMAN.....TRUCKING COMPANY, a corporation.....

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 16thday of Dec....., 1976.Eunice B. Blackmon
Clerk of the Circuit Court. *emb*

NOT FOUND IN BIBB COUNTY,
DATE 21 Dec 1974
GLENN M. SMITHERMAN, Sheriff

10,292 1/2 B

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

.....
.....
AETNA DISCOUNT CO.,
.....

.....
a corporation
.....

Plaintiff....

VS.

.....
WILLIAM B. TERRY
.....

Route 1, Box 281
.....

Centerville, Alabama
.....
.....

Defendant....

.....
FREEMAN TRUCKING COMPANY,
a corporation,
Centerville, Alabama

STATE OF ALABAMA

Baldwin County

TO WILLIAM B. TERRY Defendant.....

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of
AETNA DISCOUNT CO., a corporation Plaintiff.....

versus WILLIAM B. TERRY Defendant.....

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

TRUCKING COMPANY, a corporation.....

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 16th...

day of Dec 1976

Eunice B. Blackman

Clerk of the Circuit Court. emb

RECEIVED

DEC 16 1976

THOMAS H. BENTON
SHERIFF

10,292 1/2 B

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

.....
.....
AETNA DISCOUNT CO.,
.....

.....
a corporation
.....

Plaintiff....

VS.

.....
WILLIAM B. TERRY
.....

Route 1, Box 281
.....

.....
Centerville, Alabama
.....
.....
.....

Defendant....

.....
FREEMAN TRUCKING COMPANY,
a corporation,
Centerville, Alabama

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greetings:

WHEREAS, at a regular..... Term, 19..... of the Circuit Court of Baldwin County, to-wit: On the 7th day of June, 1972, being a regular day of said term, AETNA DISCOUNT CO., a corporation

recovered judgment against WILLIAM B. TERRY

for the sum of \$1,087.70 Dollars and cost of suit.

and affidavit having been made by PERLOFF, REID & BRISKMAN

that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

FREEMAN TRUCKING COMPANY, a corporation, (P.O. Box 68)
Centerville, Alabama

IS

has or believed to have in ITS possession, or under ITS control money or effects belonging to said defendant William B. Terry 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, 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 FREEMAN TRUCKING COMPANY,
a corporation

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 answer, or at any time intervening the time of serving the garnishment, and making the answer was indebted to said defendant and whether will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing 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 has not in possession or under control money or effects belonging to the defendant.....

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

Witness, Eunice B. Blackman, Clerk of said Court, this 16th day of Dec., A. D., 1976

Issued 16th day of Dec., A. D., 1976

ATTEST:

Eunice B. Blackman Clerk
emb

Bibb Co

EXECUTED

This the 21 day of Dec 1976

by leaving a copy of the within with

Freeman Trucking Co.
Glenn M. Smitherman, Sheriff Bibb Co., Ala.

By James Briskman Deputy Sheriff

RECEIVED

DEC 16 1976

THOMAS H. DENTON
SHERIFF

CIRCUIT COURT, BALDWIN COUNTY

No. 10,292-2B

AETNA DISCOUNT CO.,
a corporation

VS. } GARNISHMENT ON JUDGMENT

WILLIAM B. TERRY
Route 1, Box 281
Centerville, Alabama

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

FREEMAN TRUCKING COMPANY,
a corporation
Centerville, Alabama

PERLOFF, REID & BRISKMAN
Attorney

Moore Printing Co. — Bay Minette, Ala

THE STATE OF ALABAMA,
BALDWIN COUNTY

} CIRCUIT COURT, BALDWIN COUNTY
TERM. 19.....

To any Sheriff of the State of Alabama, Greetings:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 7th day of June, 1972, being a regular day of said term, AEINA DISCOUNT CO., a corporation

recovered judgment against WILLIAM B. TERRY

for the sum of \$1,087.70 Dollars, and cost of suit, and affidavit having been made by PERLOFF, REID & BRISKMAN that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

FREEMAN TRUCKING COMPANY, a corporation, (P.O. Box 63)
Centerville, Alabama

..... IS
has or believed to have in ITS possession, or under ITS control money or effects belonging to said defendant William B. Terry 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, 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 FREEMAN TRUCKING COMPANY, a corporation

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 answer, or at any time intervening the time of serving the garnishment, and making the answer was indebted to said defendant and whether will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing 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 has not in possession or under control money or effects belonging to the defendant.....

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

Witness, Eunice B. Blackmon, Clerk of said Court, this 16th day of Dec, A. D., 1976

Issued 16th day of Dec, A. D., 1976

ATTEST:

Eunice B. Blackmon Clerk

CIRCUIT COURT, BALDWIN COUNTY

No. 10,292 $\frac{1}{2}$ B

AETNA DISCOUNT CO.,
a corporation

VS. } GARNISHMENT ON JUDGMENT

WILLIAM B. TERRY
Route 1, Box 281
Centerville, Alabama

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

FREEMAN TRUCKING COMPANY,
a corporation
Centerville, Alabama

PERLOFF, REID & BRISKMAN

Attorney

FREEMAN TRUCKING COMPANY

Highway 219

Centreville, Ala. 35042

1-5-77

*William B. Jerry is no longer
employed by Freeman Trucking Company.*

Raymond Freeman, Jr.

FILED

JAN 7 1977

EUNICE B. BLACKMON CIRCUIT
CLERK

PERLOFF, REID & BRISKMAN

ATTORNEYS AT LAW

257 ST. ANTHONY STREET

MOBILE, ALABAMA 36601

MAYER W. PERLOFF
T. DWIGHT REID
DONALD M. BRISKMAN
ARTHUR B. BRISKMAN

May 26, 1978

MAILING ADDRESS:
P. O. BOX 2394
PHONE 205 - 433-5412

Honorable Eunice B. Blackmon, Clerk
Post Office Box 239
Bay Minette, Alabama 36507

Dear Ms. Blackmon:

We have checked the Baldwin County Garnishment Court Calendar and hereby notify you that the following garnishments can be discharged:

Aetna Discount Co. Vs. William B. Terry
Garnishee: Freeman Trucking Company
Case Number 10,292½B

Aetna Discount Company Vs. Hubbard J. Williams
Garnishee: Lake Forest County Club
Case Number 11,904½

Household Finance Corporation Vs. Enock Lymon
Garnishee: Emperor Clock and Scott Paper Company
✓ Case Number 12,009½

Household Finance Corporation Vs. Rubin A. Allen
Garnishee Tag Construction Company
Case Number 13,189½

Chrysler Credit Corporation Vs. Andrew Paul Mosley
Garnishee: Bender Welding & Machine Company Inc.,
Case Number 13,251½

Sears, Roebuck & Company Vs. Mable Robinson
Garnishee: Standard Furniture Manufacturing
Case Number 13,670½

Sears, Roebuck & Company Vs. Steven L. Dean
Garnishee: First National Bank of Fairhope
Case Number: 13,689½

Household Finance Corporation Vs. Bruce St. Amour
Garnishee: Standard Furniture Mfg. Co.
Case Number 13,700½

Sears, Roebuck & Company Vs. Sandra Lanier
Garnishee: South Baldwin Hospital
Case Number 13,707½

Gulf Furniture Stores Vs. Doris Jackson
Garnishee: Southern Host Inn
Case Number 13,749½

Termplan, Inc., Vs. Ronnie McBride
Garnishee: Sars, Inc.,
Case Number 13,864½

Household Finance Corporation Vs. Charles F. Sawyer
Garnishee: Kaiser Fabricators
Case Number 13,912½

Attached please find a copy of the letter we received from the garnishee in the case of Termplan, Inc., Vs. Joseph Sessions, Case Number 11,072½ wherein they answered would deduct. I would therefore appreciate your continuing this garnishment until it has been paid in full.

Very truly yours,


T. DWIGHT REID

TDR/lrs