

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 26th day of June, 19⁷², being a regular day of said term, Baldwin National Bank of Robertsedale

recovered judgment against John C. Williams

for the sum of ONE THOUSAND FOUR HUNDRED FIFTEEN and 55/100 (\$1,415.55) Dollars, and cost of suit,

and affidavit having been made by Phyllis S. Nesbit

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

Hale Manufacturing Company

Foley, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant John C. Williams 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

Hale Manufacturing 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 service of this writ the service of the garnishment, or at the making its answer, or at any time intervening the time of serving the garnishment, and making the answer it was indebted to said defendant John C. Williams and whether it will not be indebted in future to said defendant John C. Williams by a contract then existing, and whether by a contract then existing it is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money or effects belonging to the defendant, John C. Williams

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

Witness, EUNICE B. BLACKMON, Clerk of said Court, this 27 day of July, A. D., 19⁷².

Issued 27 day of July, A. D., 19.....

ATTEST:

Eunice B. Blackmon, Clerk

CIRCUIT COURT, BALDWIN COUNTY

No. 10,353 1/2
10,535 1/2

Baldwin National Bank
of Robertsdale

VS. } GARNISHMENT ON JUDGMENT

John C. Williams

Issued 27 day of July 1972

Returnable _____ day of _____ 19____

RECEIVED

JUL 27 1972

TAYLOR WILKINS

Phyllis L. Deshid
Attorney

Moore Printing Co. - Bay Minette, Ala.

Ten Cents per 172 Total \$
TAYLOR WILKINS Sheriff
DEPUTY SHERIFF

Received 27 day of July 1972
and on 2 day of July 1972
I served a copy of this writ on
State Highway Co.

At Glen Park Office
My service on
Taylor Wilkins
Robert C. Williams

THE HALE MANUFACTURING COMPANY

P. O. DRAWER 729

FOLEY, ALABAMA
36535

AREA CODE 810
TELETYPE 743-2851

August 8, 1972

AREA CODE 205
TELEPHONE 943-8611

Mrs. Eunice Blackmon, Clerk
CIRCUIT COURT OF BALDWIN COUNTY
Bay Minette, Ala. 36507

10,383¹¹/₂

Re: Baldwin National Bank of
Robertsdale
vs.
John C. Williams

Dear Mrs. Blackmon:

We as Garnishee in the above case wish to inform you that John C. Williams is still employed by us and that we are indebted to him. As of week ending August 13, 1972, we will deduct 25% out of his wages after taxes, sui and social security have been deducted.

We will withhold the total amount of \$1,415.55. If this amount does not agree with your figures, please advise.

If we can be of further help in the above matter, please let us know.

Very truly yours,

THE HALE MANUFACTURING COMPANY

June Taylor
(Mrs.) June Taylor
Office Manager

FILED

jt

AUG 10 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

Copy
to
Mr. [illegible]

[Faint, illegible text line]

[Faint, illegible text block]

[Faint, illegible text block]

[Faint, illegible text block]

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[Faint, illegible text block]

[Faint, illegible text line]

THE HALE MANUFACTURING COMPANY

P. O. DRAWER 729

FOLEY, ALABAMA
36535

August 17, 1973

AREA CODE 810
TELETYPE 743-2851

AREA CODE 205
TELEPHONE 943-8611

Mrs. Eunice Blackmon, Clerk
CIRCUIT COURT OF BALDWIN COUNTY
Bay Minette, Ala. 36507

Re: Baldwin National Bank of Robertsdale
vs.
John C. Williams

10,353 1/2

Dear Mrs. Blackmon:

Enclosed, find our check #10696, in the amount of
\$696.86, towards John C. Williams' garnishment.

John was on a Leave of Absence and did not return,
therefore, this is not a complete payment on his
garnishment.

If you have any questions on the above matter, please
let us know.

Very truly yours,

THE HALE MANUFACTURING COMPANY

June Taylor
(Mrs) June Taylor
Office Manager

jt

FILED

AUG 21 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

10,353 1/2 10,535 1/2

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Eunice Blackmon

Personally appeared before me, ~~ANCE J. DICK~~, Clerk of the Circuit Court in and for Baldwin County and State aforesaid Phyllis S. Nesbit, Attorney for Baldwin National Bank of Robertsedale

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

of the Circuit Court of Baldwin County, to-wit: on the 26th day of June

19 72, Baldwin National Bank of Robertsedale

recovered a judgment against John C. Williams

_____ for the sum of

ONE THOUSAND FOUR HUNDRED FIFTEEN and 55/100 (\$1,415.55) Dollars

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

HALE MANUFACTURING COMPANY

FOLEY, ALABAMA

supposed to be indebted to or have effects of the said John C. Williams

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

Garnishment against said Hale Manufacturing Company

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 27

day of July A. D. 19 72

Eunice B. Blackmon
Clerk.

Phyllis S. Nesbit

STATE OF ALABAMA

Baldwin County

TO JOHN C. WILLIAMS, Defendant.....:

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

BALDWIN NATIONAL BANK OF ROBERTSDALE Plaintiff.....,

JOHN C. WILLIAMS Defendant....., versus

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

HALE MANUFACTURING COMPANY

has^S been named as Garnishee.....

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

21 day of July, 1972

Eunice B. Blackmon
Clerk of the Circuit Court.

Received 27 day of July 1972
and on 28 day of August 1972
I served a copy of the writ on John C. Williams

77 miles
Sheriff claims 720
Ten Cents per mile Total \$ 720
TAYLOR WILKINS, Sheriff
BY [Signature] DEPUTY SHERIFF

By service on _____
TAYLOR WILKINS, Sheriff
BY [Signature] D. S.

10,353 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

John C. Williams

Baldwin National Bank
& Robertsdale Plaintiff.....

VS.

John C. Williams

RECEIVED Defendant.....

JUL 27 1972

TAYLOR WILKINS
SHERIFF

BALDWIN NATIONAL BANK OF
ROBERTSDALE, A CORPORATION

Plaintiff

VS.

JOHN C. WILLIAMS

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10353

1.

The Plaintiff claims of the Defendant the sum of ONE THOUSAND TWO HUNDRED NINE and 34/100 DOLLARS (\$1,209.34) balance due after all proper credits given on a promissory note made by the Defendant on the 6th day of November, 1971, and payable as follows: 24 monthly installments of \$52.58 each, the first payment due and payable on December 20, 1971 and a like payment each month thereafter until the entire amount of principal and interest has been paid. The Plaintiff avers that the Defendant defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from November 6, 1971. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee of \$200.00.

WILTERS, BRANTLEY & NESBIT

BY:

Thurston J. Nesbit
Attorneys for Plaintiff

FILED

APR 18 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon JOHN C. WILLIAMS

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.....

JOHN C. WILLIAMS

....., Defendant.....

by BALDWIN NATIONAL BANK OF ROBERTSDALE, A CORPORATION

....., Plaintiff.....

Witness my hand this.....18.....day of.....April.....1972.....

Conrad B. Blackmon, Clerk

No. 10,353

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

BALDWIN NATIONAL BANK
OF ROBERTSDALE, A CORP.

Plaintiffs

vs.

JOHN C. WILLIAMS

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

APR 18 1972

Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

APR 18 1972

TAYLOR, WILKINS
SHERIFF

WILTERS, BRANTLEY & NESBITT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Foley, Alabama and
works at Hale Manu-
facturing Company

Received In Office

APR 18 1972

19.....

TAYLOR, WILKINS

Sheriff

I have executed this summons

this

5/17

19.....

by leaving a copy with

John C. Williams

Sheriff claims 7-2-72

Jen C. Williams 7-2-66

TAYLOR, WILKINS, Sheriff

BY [Signature]

Deputy Sheriff

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Moore Printing Co. - Bay Minette, Ala.

BALDWIN NATIONAL BANK
OF ROBERTSDALE
ROBERTSDALE, ALABAMA

Principal 1063.00
Interest 173.66
Ins.-Rec. Fee 25.26
\$ 1261.92
Nov. 6 19 71

I/WE ("MAKER") promise (s) to pay to the order of the BALDWIN NATIONAL BANK OF ROBERTSDALE, ("Payee") at its office in Robertsdale, Alabama, the sum of One thousand two hundred sixty one & 92/100 Dollars for value received, payable in 24 installments of \$ 52.58 each except the first installment which is in the sum of \$ _____; the first installment shall be due on Dec. 20 19 71 after date hereof, and one of such remaining installments shall be due on the 20th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid.

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

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

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

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

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

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

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

The Collateral hereinabove referred to is described as follows:

1968 Ford Mustang 2DR HT Ser# 8T01J108947

Address
P. O. Box 53 Foley, Alabama
Address

X John C. Williams (SEAL)
John C. Williams (SEAL)

The undersigned endorser each for himself hereby severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and they each severally agrees to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the Maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them.

_____(SEAL)

Address

[illegible]

MOTION FOR JUDGMENT BY DEFAULT

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT

CASE NO. 10,353

BALDWIN NATIONAL BANK OF
ROBERTSDALE

Plaintiff

VS.

JOHN C. WILLIAMS

Defendant

Comes now the Plaintiff in the above styled cause and moves the Court to enter a default judgment against the Defendant upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendant on the 17th day of May, 1972.
2. The Defendant has failed to appear, demur, plead or answer the said summons and complaint and has wholly defaulted.
3. More than thirty days has lapsed since said service.

WILTERS, BRANTLEY & NESBIT

BY: 

AMOUNT OF JUDGMENT:	\$1,209.34
ATTORNEY'S FEE :	200.00
INTEREST :	<u>56.21</u>
TOTAL :	\$1,465.55