

COLLINS, GALLOWAY & MURPHY

ATTORNEYS AT LAW
958 DAUPHIN STREET
MOBILE, ALABAMA 36604

FRED G. COLLINS
THOMAS M. GALLOWAY
M. THOMAS MURPHY (1924-1956)
ROBERT H. SMITH
WILSON M. HAWKINS, JR.

December 26, 1972

P. O. Box 4492
TELEPHONE
432-0568
AREA CODE 205

Sheriff
Baldwin County Sheriff's Office
Bay Minette, Alabama

Re: Motors Insurance Corporation
Vs: Chester Rudolph & Paul Rudolph
Case No. 10,417

Dear Sir:

Please return the execution in the above referenced
matter "No Property Found".

Thank you very much.

Very truly yours,

COLLINS, GALLOWAY & MURPHY

BY:


Wilson M. Hawkins, Jr.

WMHJr/jkl

cc: Mrs. Eunice B. Blackmon, Clerk

COLLINS, GALLOWAY & MURPHY

ATTORNEYS AT LAW

958 DAUPHIN STREET

MOBILE, ALABAMA 36604

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TELEPHONE
432-0568
AREA CODE 205

December 26, 1972

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

Re: Motors Insurance Corporation
Vs: Chester Rudolph & Paul Rudolph
Case No. 10,417

Dear Mrs. Blackmon:

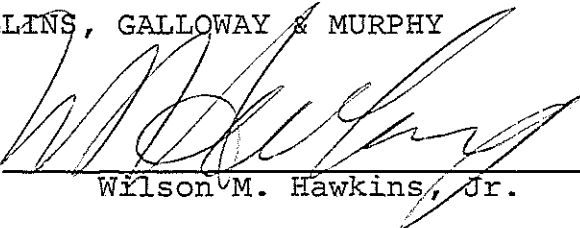
Please file the enclosed "Notice to Defendants" and "Request for Discovery Assets" in the above referenced matter. Also, please indicate that you have done so by returning the carbon copy of this letter in the enclosed self-addressed, stamped envelope.

Thank you very much.

Very truly yours,

COLLINS, GALLOWAY & MURPHY

BY:


Wilson M. Hawkins, Jr.

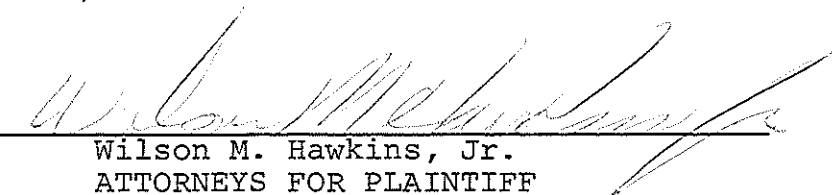
WMHJr/jkl
Enclosures

MOTORS INSURANCE CORPORATION,	:	IN THE CIRCUIT COURT OF
a corporation,	:	
	:	BALDWIN COUNTY, ALABAMA
Plaintiff,	:	
	:	AT LAW
VS:	:	
	:	
CHESTER RUDOLPH & PAUL	:	
RUDOLPH,	:	
	:	
Defendants.	:	CASE NO. 10,417

REQUEST FOR DISCOVERY ASSETS

The plaintiff herein having recovered at the July 28, 1972, term, a judgment against the defendants in the above styled cause for the sum of TWO HUNDRED THIRTY AND 00/100 (\$230.00) DOLLARS and costs in the amount of TWENTY-SIX AND 00/100 (\$26.00) DOLLARS, and execution having been returned endorsed by the Sheriff of Baldwin County, Alabama, "No Property Found", the plaintiff now requests in writing that the Clerk of this court issue a notice to the above named defendant requiring him, within thirty days from the service of such notice, to file in this cause a statement in writing, under oath, of all of his assets of every kind, character and description wheresoever located as provided by Title 7, Section 903 of the Code of Alabama.

COLLINS, GALLOWAY & MURPHY

BY: 
 Wilson M. Hawkins, Jr.
 ATTORNEYS FOR PLAINTIFF

FILED

DEC 28 1972

EUNICE B. BLACKMON CIRCUIT CLERK

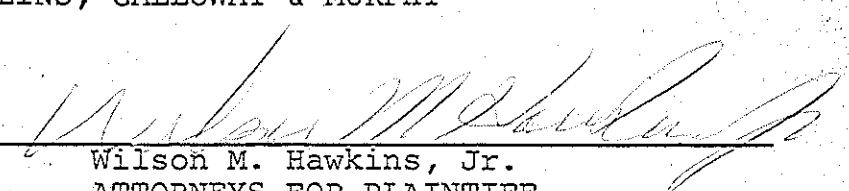
MOTORS INSURANCE CORPORATION, : IN THE CIRCUIT COURT OF
a corporation, :
Plaintiff, : BALDWIN COUNTY, ALABAMA
VS: : AT LAW
CHESTER RUDOLPH & PAUL :
RUDOLPH, :
Defendants. : CASE NO. 10,417

REQUEST FOR DISCOVERY ASSETS

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COLLINS, GALLOWAY & MURPHY

BY:


Wilson M. Hawkins, Jr.
ATTORNEYS FOR PLAINTIFF

FILED

DEC 28 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

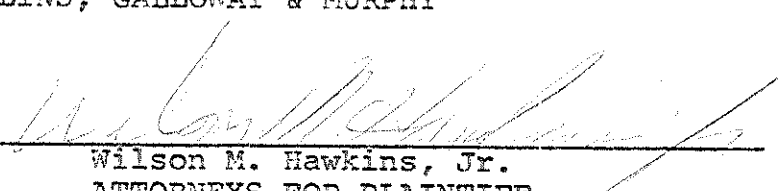
MOTORS INSURANCE CORPORATION, : IN THE CIRCUIT COURT OF
a corporation, :
Plaintiff, : BALDWIN COUNTY, ALABAMA
VS: : AT LAW
CHESTER RUDOLPH & PAUL :
RUDOLPH, :
Defendants. : CASE NO. 10,417

REQUEST FOR DISCOVERY ASSETS

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COLLINS, GALLOWAY & MURPHY

BY:


Wilson M. Hawkins, Jr.
ATTORNEYS FOR PLAINTIFF

Judge Markburn,

Please enter a default judgment
in case no. 10,417 -

Motors Inc Co.

^{v.}
Chester Rudolph

Paul Rudolph

for \$244.91 with waiver of exemption

Original note	208.68
less payt.	<u>-25.00</u>
	183.68
plus Atty fee	<u>+61.23</u>
	244.91
	230.00

Thank you

Robert H. Smith

10,417

COLLINS, GALLOWAY & MURPHY

ATTORNEYS AT LAW

958 DAUPHIN STREET

MOBILE, ALABAMA 36604

FRED G. COLLINS
THOMAS M. GALLOWAY
M. THOMAS MURPHY (1924-1956)
ROBERT H. SMITH
WILSON M. HAWKINS, JR.

May 19, 1972

P. O. BOX 4492
TELEPHONE
432-0568
AREA CODE 205

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

Re: Motors Insurance Corporation
Vs: Chester Rudolph & Paul Rudolph

10,417

Dear Mrs. Blackmon:

Please file the enclosed complaint in the above referenced matter. Also, please indicate that this has been done by returning the enclosed carbon copy of this letter in the self-addressed, stamped enveloped.

Thank you very much.

Very truly yours,

COLLINS, GALLOWAY & MURPHY

BY: Wilson M. Hawkins, Jr.
Wilson M. Hawkins, Jr. (gk)

WMHJr/jkl
Enclosures

COLLINS, GALLOWAY & MURPHY

ATTORNEYS AT LAW

958 DAUPHIN STREET

MOBILE, ALABAMA 36604

FRED G. COLLINS
THOMAS M. GALLOWAY
M. THOMAS MURPHY (1924-1956)
ROBERT H. SMITH
WILSON M. HAWKINS, JR.

February 6, 1973

P. O. BOX 4492
TELEPHONE
432-0568
AREA CODE 205

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

Re: Motors Insurance Corporation
Vs: Chester Rudolph & Paul Rudolph
Case No. 10,417

Dear Mrs. Blackmon:

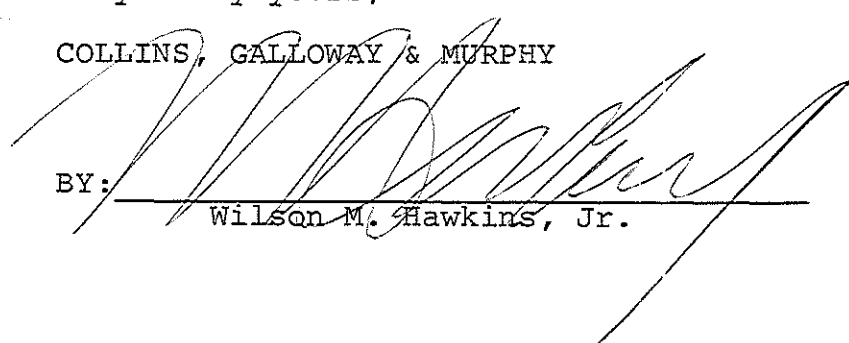
Please file the enclosed "Motion for Rule Ni Si" in the above referenced matter and return the carbon copy of this letter indicating that you have done so. I have enclosed a self-addressed, stamped envelope for your convenience.

Thank you very much.

Very truly yours,

COLLINS, GALLOWAY & MURPHY

BY:


Wilson M. Hawkins, Jr.

WMHJr/jkl
Enclosures

MOTORS INSURANCE CORPORATION, : IN THE CIRCUIT COURT OF
a corporation, the Assignee
of the hereinafter referred : BALDWIN COUNTY, ALABAMA
to note,

Plaintiff,

VS:

CHESTER RUDOLPH and
PAUL RUDOLPH,

Defendants.

CASE NO. 10,412

The plaintiff claims of the defendants TWO HUNDRED FORTY-FOUR AND 91/100 (\$244.91) DOLLARS due from them by promissory note made by them on, to-wit; December 28, 1971, made payable to Collins, Galloway & Murphy, and assigned to Motors Insurance Corporation, a corporation, on December 28, 1971, by which the defendants promised to pay to Collins, Galloway & Murphy the total sum of TWO HUNDRED EIGHT AND 68/100 (\$208.68) DOLLARS in installments of TWENTY-FIVE AND 00/100 (\$25.00) DOLLARS, the first installment due on February 1, 1972 and a like installment due on the 1st day of each month thereafter until fully paid.

Plaintiff avers that said note contained a provision that the failure to pay any installment when due would render the entire amount unpaid due and payable, and the defendant defaulted after paying TWENTY-FIVE AND 00/100 (\$25.00) DOLLARS.

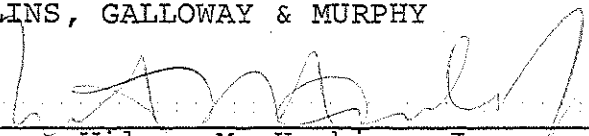
Plaintiff further claims benefit of waiver of exemptions, as provided in said note and the defendants promised to pay a reasonable attorney's fee if the note was turned over to an attorney for collection and the plaintiff avers that a reasonable attorney's fee would be in the amount of SIXTY-ONE AND 23/100 (\$61.23) DOLLARS.

Wherefore, the plaintiff claims judgment against the defendants in the amount of TWO HUNDRED FORTY-FOUR AND 91/100 (\$244.91) DOLLARS with waiver of exemptions.

MAY 22 1972

EUNICE B. BLACKMON
CIRCUIT
CLERK

COLLINS, GALLOWAY & MURPHY

BY: 
Wilson M. Hawkins, Jr.

PLEASE SERVE:
Chester Rudolph, General Delivery, Loxley, Alabama
Paul Rudolph, General Delivery, Loxley, Alabama

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,417

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonChester Rudolph & Paul Rudolph.....

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.....

.....Chester Rudolph & Paul Rudolph..... Defendant.....

by Motors Insurance Corporation, a corporation, the Assignee of the hereinafter referred

to note, Plaintiff.....

witness my hand this.....22.....day of.....May.....19.72

Eunice B. Blackner..... Clerk

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MOTORS INSURANCE CORPORATION, a corp.

~~XXXXXXXXXX~~

the Assignee of the hereinafter referred
to note,

Plaintiffs

VS.

Chester Rudolph & Paul Rudolph

Defendants

SUMMONS AND COMPLAINT

Filed May 22, 1972

Eunice B. Blackmon Clerk

FILED

MAY 22 1972

EUNICE B. BLACKMON CIRCUIT CLERK

MAY 22 1972

Collins, Galloway & Murphy

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Soxley, Ala.

Received In Office

MAY 22 1972

19.....

T. WILKINS

Sheriff

I have executed this summons

this 5/31 1972

by leaving a copy with

Chester Rudolph & Paul Rudolph

Sheriff claims 8.0 miles at

Ten Cents per mile Total \$ 8.00

TAYLOR WILKINS, Sheriff

BY DEPUTY SHERIFF

Taylor Wilkins Sheriff

Donall R. Johnson Deputy Sheriff

Serve in Soxley

MOTORS INSURANCE CORPORATION,
A Corporation,

IN THE CIRCUIT COURT OF

Plaintiff

vs:

BALDWIN COUNTY, ALABAMA

CHESTER RUDOLPH & PAUL
RUDOLPH,

Defendants

AT LAW, CASE NO. 10,417

NOTICE TO DEFENDANTS

TO: CHESTER RUDOLPH & PAUL RUDOLPH

Take notice that upon the written request of Wilson M. Hawkins, Jr., Attorney for the Plaintiff, filed in this Court in this cause, you are commanded to file in this Court within thirty days from the service of this notice a statement in writing, under oath, of employment, wages and assets, including money, choses in action, notes, bonds and accounts and all other property, real, personal or mixed or any interest therein, including wages due or payable, with a detailed description of same, the location and reasonable value of each item thereof, together with a detailed list or statement of any and all liens, mortgages or incumbrances thereon showing the amounts due upon each, and the owner or holder of such liens, incumbrances or mortgages.

Be governed accordingly.

Dated this 28 day of December, 1972

Ernie B. Blackman
Clerk of Circuit Court of
Baldwin County, Alabama.

STATE OF ALABAMA
COUNTY OF BALDWIN

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA --GREETING:

YOU ARE HEREBY COMMANDED to serve a copy of the above notice upon Chester Rudolph + Paul Rudolph, Defendant, and make due return thereon, according to law.

Witness my hand this the 28 day of Dec, 1972

Ernie B. Blackman
Clerk, Circuit Court of
Baldwin County, Alabama

Notarized 54 day of Dec 1972
 and on 23 day of Jan 1973
 I served a copy of the within entire file
 on Chester Rudolph
Paul Rudolph
 in presence of Chester Rudolph
Paul Rudolph
Taylor Wilkins, Sheriff
Michael

80 miles at
 Total 8.00
 TAYLOR WILKINS, Sheriff
13th notarized
 BY DEPUTY SHERIFF

10,417 *Don*

Motors Insurance Corp
 P.L.C.

vs.
 Chester Rudolph &
 Paul Rudolph
 Depts

Writ of Discovery

RECEIVED

DEC 28 1972
 TAYLOR WILKINS
 SHERIFF

FILED

DEC 28 1972
 EUNICE B. BLACKMON CIRCUIT
 CLERK

Collins, Galloway & Murphy

MOTORS INSURANCE CORPORATION, : IN THE CIRCUIT COURT
a corporation, :
Plaintiff, : OF BALDWIN COUNTY, ALABAMA
VS: : AT LAW
CHESTER RUDOLPH & PAUL :
RUDOLPH, :
Defendants. : CASE NO. 1 0 4 1 7

MOTION FOR RULE NI SI

Comes now the plaintiff in the above styled cause and shows unto the Court that a writ of discovery was issued to the defendants, commanding them to file in Court a sworn list of their assets; that said writ of discovery was served upon the defendants, on to-wit, January 3, 1973 and that the defendants have failed and refused to file an answer to said writ of discovery.

WHEREFORE, plaintiff moves that a rule ni si be issued to the defendants, commanding them to appear at an appointed time and show cause, if any they should have, as to why they should not be adjudged in contempt of Court for failure to answer said writ of discovery.

COLLINS, GALLOWAY & MURPHY

BY: 

Wilson M. Hawkins, Jr.
ATTORNEYS FOR PLAINTIFF

DEFENDANTS' ADDRESS:

General Delivery
Loxley, Alabama

FILED

FEB 7 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

Received 7 day of Feb 1973
and on 13 day of Feb 1972
I served a copy of the within Motion
on Chester Rudolph
Paul Rudolph
By service on Chester Rudolph
Paul Rudolph
TAYLOR WILKINS, Sheriff
By H. H. Mitchell D.S.

Sheriff claims 80
Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
By H. H. Mitchell
DEPUTY SHERIFF

10,417

B

MOTORS INSURANCE CORPORATION, A CORPORATION

VS:

CHESTER RUDOLPH & PAUL RUDOLPH

MOTION

Deft's address: General Delivery
Loxley, Alabama

FILED

FEB 7 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

Wilson M. Hawkins, Jr.
Attorney For Plaintiff

RECEIVED

FEB 7 1973

TAYLOR WILKINS
SHERIFF

MOTORS INSURANCE CORPORATION, : IN THE CIRCUIT COURT OF
a corporation, :
Plaintiff, : BALDWIN COUNTY, ALABAMA
VS: :
CHESTER RUDOLPH & PAUL :
RUDOLPH, :
Defendants. : CASE NO. 1 0 4 1 7

Upon consideration of the petition filed herein by
the above named defendants, Chester Rudolph and Paul Rudolph,
on the 7th day of February, 1973, praying
that the said defendants be cited as for a contempt, it is,

Ordered, adjudged and decreed by the Court that the
said Defendants, Chester Rudolph and Paul Rudolph, do be and
appear before the Court on the 21st day of February, 1973
at 11:00 A, M. and show cause, if any they have, why they
should not be held in contempt for willfully refusing to file
said statement of assets, as required by law.

Let a copy of said petition and this decree be served
upon the said defendants.

Dated this the 7th day of February, 1973.

James A. Maslowski
CIRCUIT JUDGE

MOTORS INSURANCE CORPORATION, : IN THE CIRCUIT COURT
a corporation, :
Plaintiff, : OF BALDWIN COUNTY, ALABAMA
VS: : AT LAW
CHESTER RUDOLPH & PAUL :
RUDOLPH, :
Defendants. : CASE NO. 1 0 4 1 7

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WHEREFORE, plaintiff moves that a rule ni si be issued to the defendants, commanding them to appear at an appointed time and show cause, if any they should have, as to why they should not be adjudged in contempt of Court for failure to answer said writ of discovery.

COLLINS, GALLOWAY & MURPHY

BY: 

Wilson M. Hawkins, Jr.
ATTORNEYS FOR PLAINTIFF

DEFENDANTS' ADDRESS:

General Delivery
Loxley, Alabama

FILED

FEB 7 1973

EUNICE B. BLACKMON CIRCUIT CLERK

8700-1001
HBO COPY

MOTORS INSURANCE CORPORATION, : IN THE CIRCUIT COURT OF
a corporation, :
Plaintiff, : BALDWIN COUNTY, ALABAMA
VS: : AT LAW
CHESTER RUDOLPH & PAUL :
RUDOLPH, :
Defendants. : CASE NO. 1 0 4 1 7

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Let a copy of said petition and this decree be served upon the said defendants.

Dated this the 7th day of February, 1973.

J. J. A. Moseburn
CIRCUIT JUDGE

Received 7 day of Sept 1973
and on 13 day of FEB 1973
I served a copy of the within Order
on Chester Rudolph
Paul Rudolph
By service on Chester Rudolph
Paul Rudolph
TAYLOR WILKINS, Sheriff
By H. H. Mitchell D.S.

Sheriff claims 80 miles at
Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
H. H. Mitchell
DEPUTY SHERIFF

10/4/77
B/
MOTORS INSURANCE CORPORATION, A CORPORATION

VS:

CHESTER RUDOLPH & PAUL RUDOLPH,

ORDER

FILED

FEB 7 1973

EUNICE B. BLACKMON CIRCUIT CLERK

RECEIVED

FEB 7 1973
TAYLOR WILKINS
SHERIFF

Wilson M. Hawkins, Jr.
Attorney for Plaintiff

CASE NO. 10,417

Motors Insurance Corp. vs. Chester Rudolph et al

FILED 5/22/72

SERVICE (Personal Registered Matter) 5/31/72

EUNICE B. BLACKMON
Circuit Clerk

\$ 208.68 Loxley, Ala. December 28, 1971.

Thirty days after date without grace WE promise to pay to the order of

Collins, Galloway & Murphy

Two Hundred Eight Dollars and 68/100 - - DOLLARS

for value received, in lawful money of the United States of America, with interest from after maturity

at the rate of 8% per cent per annum until paid.

Payable at C. LeNoir Thompson, Attorney, Bay Minette, Alabama

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree 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 and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any county in this State that the payee or assignee elects.

Witness hand and seal the day of 19

Witness Chester Rudolph L. S.

Witness L. S.

No. Due L. S.

✓ Chester Rudolph L. S.
✓ Paul Rudolph L. S.

Each endorser, whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payment of within note, and agrees that said endorsement shall remain good and binding until said note is fully paid.

FD 25-10 12/14/71

Collins, Sullivan & Murphy