



POINT CLEAR • ALABAMA. 36564 □ TELEPHONE: 205 • 928-9201

May 28, 1973

Mrs. Eunice B. Blackmon
Circuit Court
Bay Minette,
Alabama 36502

Re: Interstate Securities Co., Inc.
vs
Robert Finkley

Dear Mrs. Blackmon:

Enclosed please find Garnishee's Answer in reference to the above caption.

Yours very truly,

GRAND HOTEL COMPANY

H. L. Hendrix
AUDITOR

HLH/c
Enclosure

GARNISHEE'S ANSWER
STATE OF ALABAMA, BALDWIN COUNTY

Plaintiff,
INTERSTATE SECURITIES COMPANY, INC.

-vs-

ROBERT FINKLEY

Defendant,

GRAND HOTEL COMPANY,

Garnishee

CASE NO. 10,463 1/2

Personally appeared before me, the undersigned Notary Public in and for Baldwin County, Alabama, MAY GEORGE COLLIER who, on oath answers to the Writ of Garnishment issued in this cause and served on Grand Hotel Company, the Garnishee, and says that she is duly authorized to make this Answer, that she has knowledge of the facts stated herein, and that the said Garnishee is not indebted to the Defendant at the time of the service of this Garnishment or at the time of making the Answer, and that the said Garnishee will be indebted in the future to the said Defendant by a contract existing at the time of the service of the Garnishment and making this Answer, and that the said Garnishee has not in its possession or under its control, any personal or real property, or things in action belonging to said Defendant.

The Garnishee further says that the Defendant, ROBERT FINKLEY is employed by it and works regularly. Garnishee further says that it will withhold 25% of all wages to become due from it to the Defendant in the future and will continue to do so until further orders of this Honorable Court.

Mary George Collier
GRAND HOTEL COMPANY

SUBSCRIBED AND SWORN to before
me this 28th day of MAY 1973

N. L. Finkley
Notary Public

My Commission Expires: 7-7-73

(AFFIX NOTARIAL SEAL)

FILED

MAY 30 1973

EUNICE B. BLACKMON
CIRCUIT CLERK



POINT CLEAR · ALABAMA. 36564 □ TELEPHONE 205 · 928-9201

June 14, 1973

Mrs. Eunice B. Blackmon
Circuit Court
Bay Minette, Alabama 36507

RE: Interstate Securities Co., Inc. VS- Robert Finkley

10,463 ¹/₂

Dear Mrs. Blackmon:

Enclosed please find our check No. 2180 in the amount of \$15.00 representing payment toward the above garnishment.

We wish to advise that Mr. Finkley is no longer employed by the Grand Hotel.

Sincerely,

GRAND HOTEL COMPANY

H. L. Hendrix
Auditor

HLH:mb

Encl.

THE STATE OF ALABAMA
Baldwin County

Circuit Court

10,463 1/2

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State
aforesaid DANIEL A. BENTON
who being duly sworn, on oath says, that a regular Term
of the Circuit Court of Baldwin County, to-wit: on the 29th day of January
19..73..., INTERSTATE SECURITIES COMPANY, INC., a corporation
recovered a judgment against ROBERT FINKLEY
..... for the sum of
..... TWO HUNDRED THIRTY EIGHT AND NO/100 Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
..... GRAND HOTEL COMPANY, INC., a corporation
.....
supposed to be indebted to or have effects of the said ROBERT FINKLEY
in its possession, or under its Control, and that he believes process of
Garnishment against said GRAND HOTEL COMPANY, INC., a corporation
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 21st
day of May A. D. 1973

Emmie B. Blackburn
Clerk.

Alice J. Duck

NO. ..10,463.....

Circuit Court

INTERSTATE SECURITIES COMPANY,
INC.....a corporation.....

vs.

ROBERT FINKLEY.....

A F F I D A V I T G A R N I S H M E N T O N J U D G M E N T

Filed this day of

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

.....
Clerk.

MOORE PRINTING CO. - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

TOROBERT FINKLEY....., Defendant.....:

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

.....INTERSTATE SECURITIES COMPANY, INC., a corporation, Plaintiff.....

versus ..ROBERT FINKLEY....., Defendant.....

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

.....GRAND HOTEL COMPANY, INC., a corporation.....

ha..S.. been named as Garnishee.....

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

11th day of May, 1923

Eunice B. Blackman
Clerk of the Circuit Court.

Received

day of

and on 24 day of March 1973

I served a copy of the within

on

By service on

TAYLOR WILKINS Sheriff

By

Sheriff claims 80 miles to

Ten Cents per mile Total \$ 8.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

...INTERSTATE...SECURITIES...COMPANY,
...INC.,...a corporation.....

Plaintiff....

VS.

ROBERT FINKLEY.....

Defendant....

RECEIVED

MAY 28 1973
TAYLOR WILKINS
SHERIFF

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 the29th..... day ofJanuary....., 19..73., being a regular day of said term,INTERSTATE SECURITIES COMPANY, INC., a corporation.....

recovered judgment againstROBERT FINKLEY.....

for the sum of ..TWO..HUNDRED..THIRTY-EIGHT..AND..NO/100..... Dollars, and cost of suit, and affidavit having been made byDANIEL A. BENTON..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

.....GRAND HOTEL COMPANY, INC., a corporation.....

has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendant 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, 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

.....GRAND HOTEL COMPANY, INC., 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 makingits..... 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 under its..... control money or effects belonging to the defendant

Herein fail not, and have you then and there this Writ.
Eunice B. Blackmont, Clerk

Witness, ~~Attest~~ Clerk of said Court, this.....21st..... day ofMay....., A. D., 1973

Issued21st..... day ofMay....., A. D., 1973

ATTEST:

.....Eunice B. Blackmont..... Clerk.

Received 23 day of May 1973
and on 24 day of May 1973
I served a copy of the within Writ
on Grand Hotel Co.

By service on Louis M. Ruess
asst. and.
TAYLOR WILKINS, Sheriff
By [Signature] D.A.

Sheriff claims 80 miles at
Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
By [Signature]

CIRCUIT COURT, BALDWIN COUNTY

No. 10,463 1/2

INTERSTATE SECURITIES COMPANY,
INC., a corporation

VS. }

GARNISHMENT ON JUDGMENT

ROBERT FINKLEY

Grand Hotel Co. Garn.

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

MAY 23 1973
TAYLOR WILKINS
SHERIFF
DANIEL A. BENTON
Fairhope, Alabama

Attorney

RELEASE OF GARNISHMENT

CIRCUIT

Court of

BALDWIN

County, Alabama

RE: INTERSTATE SECURITIES COMPANY, INC. A CORP.

vs.

Plaintiff.

ROBERT FINKLEY

Defendant.

To: GRAND HOTEL CO. INC. A CORP.

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 August, 19 73

Eunice B. Blackmon CLERK.

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

August 7, 1973

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

Re: Interstate Securities v. Robert Finkley
Grand Hotel - Garnishee
Case No. 10,463-1/2, at Law

Dear Mrs. Blackmon:

We have been advised that the defendant in the above-styled matter has been placed in Chapter 13 under the Bankruptcy Act and that Mr. W. M. M. (Bill) Clarke of Mobile is the attorney. We therefore request that the garnishment in this matter be released.

Yours very truly,


Daniel A. Benton

DAB:w
cc-W. M. M. Clarke, Esquire
305 Van Antwerp Building
Mobile, Alabama 36602

cc-Interstate Securities
390 Fairhope Avenue
Fairhope, Alabama

*issue Release
to Garnishee*

INTERSTATE SECURITIES COMPANY, INC.,) IN THE CIRCUIT COURT OF
a corporation,

Plaintiff

) BALDWIN COUNTY, ALABAMA

) AT LAW

vs.

ROBERT FINKLEY and DOROTHY LEE
FINKLEY,

CASE NO. 10,463

Defendants

)

C O M P L A I N T

COUNT I.

The plaintiff claims of the defendant ONE HUNDRED NINETY-
EIGHT AND 43/100 DOLLARS (\$198.43) due by promissory note made
by them on, to-wit, the 9th day of June, 1970, and payable on,
to-wit, the 28th day of September, 1971.

And the plaintiff avers that in said note and as a part
of the consideration thereof, the defendants have expressly waived
their rights to claim personal property exempt to them under the
constitution and laws of the State of Alabama or any other state.

And the plaintiff further avers that in said note and as
a part of the consideration thereof, the defendants have agreed
to pay a reasonable attorney's fee for the collection thereof,
and the plaintiff hereby claims the further sum of THIRTY-NINE
AND 68/100 DOLLARS (\$39.68) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

FILED

JUN 26 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

OF COUNSEL:

RICKARBY & BENTON
Fairhope, Alabama

Defendants may be served at
365A Young Street
Fairhope, Alabama

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

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 ~~Robert Finkley~~.....

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.....

.....Robert Finkley....., Defendant.....

by ~~Interstate Securities Company, Inc., a corporation~~.....

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

Witness my hand this 26 day of June 1922

Ernie B. Blackmon Clerk

No. 10,463

Page 1

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES
COMPANY, INC.,
a corporation

Plaintiffs

vs.

Robert Finkley and

Dorothy Lee Finkley

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

JUN 26 1972

Clerk

EUNICE B. BLACKMON
CIRCUIT
CLERK

JUN 26 1972

T.A.

RICKARBY & BENTON
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

365A Young Street
Fairhope, Alabama

Received In Office

JUN 26 1972

19.....

Sheriff

I have executed this summons

this 27 June 1972

by leaving a copy with

Robert Finkley &
Dorothy Lee Finkley

Sheriff's Office

Ten Cents per mile Total \$ 14.00

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Sheriff

Deputy Sheriff

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

June 22, 1972

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

Re: Interstate Securities Company, Inc.
v. Robert Finkley and Dorothy Lee Finkley

10,463

Dear Mrs. Blackmon:

Enclosed is summons and duplicate copies of complaint in the above-styled matter, along with a check for \$25.00 for advance court costs. Please process.

Thank you.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

ACCOUNT NO. _____

NOTE

LOAN NO. 3631Date 5/9/70

For value received, I/we jointly and severally promise to pay to the order of

FAIRHOPE FINANCE COMPANY
390 Fairhope Avenue, Fairhope, Alabama

the sum of

Four Hundred Eighteen & 00/100

DOLLARS (\$

418⁰⁸)

Total Indebtedness

in

24

semi-monthly

monthly installments of \$

17⁴²

each, the first installment due

6/9/70

and the final installment due

Maturity Date 5/9/72

Failure to pay any installment hereon due shall entitle the holder hereof to declare whatever total balance remains unpaid due and payable without notice, after giving Borrower all credits due him. The makers, co-makers, endorsers, sureties, or guarantors, of this note severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and expressly waive as to this debt all rights to claim exemptions under the constitution and laws of the State of Alabama or any other state in the United States; and I/we agree that the time of payment may be extended without notice to us of such extension.

I/we agree to pay an additional charge of 3% of any installment past due 15 or more days, whether by reason of default or extension agreement.

Interest on this note shall accrue from the due date of the final installment hereunder to six months thereafter at the same rate as the original loan but only at 8% per annum after the final installment becomes six months delinquent.

I/we are over the age of 21 years, and for the purpose of securing said indebtedness, I/we severally and jointly, grant, bargain, sell and convey to the said payee, the following personal property, which I/we warrant free from encumbrance.

One 3 Pc Oak Bed Room Suite - One 2 Pc OS Rev Rm Suite - One small H.E. Elec. Fridge
One 5 Pc Metal Dinette Suite - One 45" TV - One Gas Range

Upon payment in full of this debt the above conveyance shall be void.

Witness our hands and seals this date

Robert Jankley

Name of Borrower

Gen Del

Address of Borrower

Amount of Advance \$ 300.00Interest At % \$ 118.08Insurance \$ 6.27Filing \$ 0Name of Person Making Loan W. Mac**X**Robert Jankley (Seal)
Signature of Borrower

Address of Borrower

Dorothy Lee Jankley (Seal)
Endorser

Address of Endorser

STATE OF ALABAMA, _____ COUNTY.

I, _____, a Notary Public in and for said County
in said State, hereby certify that _____ whose name _____ signed to the foregoing mortgage, and who _____ known to me,
acknowledged before me on this day that, being informed of the contents of this mortgage, _____ executed the same voluntarily on the day the same bears date.
GIVEN under my hand and official seal this _____ day of _____, 196_____.

_____, Notary Public.

For value received pay to order of

BALDWIN COUNTY BANK

or order with full recourse, Bal. 418⁰⁸

FAIRHOPE FINANCE CO.

R. C. Macon

FOR VALUE RECIEVED BALDWIN COUNTY BANK, a banking corporation, does hereby ASSIGN, SELL, AND TRANSFER unto FAIRHOPE FINANCE CO.

BALDWIN COUNTY BANK, by

[Signature]
ITS Executive Vice President &
Cashier

FOR VALUE RECEIVED, FAIRHOPE FINANCE CO., a corporation, does hereby ASSIGN, SELL, TRANSFER unto INTERSTATE SECURITIES CO., a corporation.

FAIRHOPE :FINANCE CO., by

[Signature]
R. C. MACON, its President

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2508

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

January 25, 1973

Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities Company, Inc.
v. Robert and Dorothy Lee Finkley
Case No. 10,463, at Law

Dear Judge Mashburn:

We request judgment by default in the above styled matter for \$238.00 plus costs of court in this matter. \$198.43 is the principal amount plus an attorney's fee of \$19.80. This is submitted on the original complaint, original promissory note which is hereto attached and personal service was obtained on the 2nd day of July, 1972.

Respectfully submitted,



Daniel A. Benton

DAB:h

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2508

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

January 25, 1973

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

Re: Interstate Securities Company, Inc.
v. Robert and Dorothy Lee Finkley
Case No. 10,463, at Law

Dear Mrs. Blackmon:

Please take the enclosed letter, note and proper file to Judge
Mashburn for his action.

Thank you.

Yours very truly,


Daniel A. Benton

DAB:h