

MERCHANTS ADJUSTMENT SERVICE, INC.) IN THE CIRCUIT COURT OF  
 )  
 Plaintiff ) BALDWIN COUNTY, ALABAMA  
 )  
 VS ) AT LAW  
 )  
 LESLIE VALRIE AND ELNORA VALRIE, )  
 jointly and individually )  
 )  
 Defendant ) CASE NO. 10,496

Plaintiff claims of the Defendants, jointly and individually,  
 ONE HUNDRED FORTY and 88/100 (\$140.88) DOLLARS, money due by  
 promissory note made by them on the 18th day of April, 1972.  
 Defendants failed to pay said note according to its terms. By said  
 note, defendants waived all right of exemption and agreed to pay  
 a reasonable attorney fee which is claimed.

William L. Howell  
 WILLIAM L. HOWELL  
 Attorney for Plaintiff  
 2204 First National Bank Bldg.  
 Mobile, Alabama 36602

Serve the defendants:

Montrose, Ala., Highway 98, Interstate, go past Jr.'s Food Store  
~~large house~~ in back of large brick <sup>house</sup> with white lattice work on right  
 hand side of road, she lives in house behind her mother's house.

His emp: Diamondhead Corp., Daphne, Ala.

STATE OF ALABAMA :  
 :  
 BALDWIN COUNTY :

TO ANY SHERIFF IN THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summons, LESLIE VALRIE AND ELNORA  
 VALRIE, TO appear in the Circuit Court of Baldwin County, Alabama,  
 within 30 days from the service of this writ, at the place of holding  
 the same, then and there to answer the annexed complaint of MERCHANTS  
 ADJUSTMENT SERVICE, INC.

Witness my hand as Clerk, this 17 day of July 1972.

FILED

JUL 17 1972

Eunice B. Blackmon  
 CLERK

EUNICE B. BLACKMON CIRCUIT  
 CLERK

Received 17 July 1922  
and on 22 day of July 1922  
I served a copy of the within  
on Leslie Valrie + Elnora  
Valrie

By service on Taylor Wilkins  
TAYLOR WILKINS, Sheriff  
By Donald P. Johnson D.S.

Serve in Montrose

Sheriff's Office 1-50 Files of  
Toll Cents per mile Total \$ 14-00  
TAYLOR WILKINS, Sheriff  
BY [Signature]  
DEPUTY SHERIFF

# 10,496: (B-18)  
Merchants Adjustment  
Service, Inc.

as:  
Leslie Valrie + Elnora  
Valrie, jointly + individually

EUNICE B. BLACKMON CIRCUIT CLERK

FILED  
JUL 17 1912

RECEIVED  
JUL 17 1912  
TAYLOR WILKINS

William L. Howell

THIS IS TO CERTIFY THAT THE ABOVE NAMED PARTY HAS BEEN SERVED WITH A COPY OF THE WRIT OF HABEAS CORPUS AND THE RETURN THEREON HAS BEEN FILED IN THE COURT OF COMMON PLEAS AT MONTROSE, PENNSYLVANIA, ON THE 17TH DAY OF JULY, 1912.

WITNESSED MY HAND AND SEAL OF OFFICE AT MONTROSE, PENNSYLVANIA, THIS 17TH DAY OF JULY, 1912.

EUNICE B. BLACKMON  
CIRCUIT CLERK

NOTED FOR RECORD  
JUL 17 1912  
TAYLOR WILKINS

WILLIAM L. HOWELL

*Attorney at Law*

SUITE 2204  
FIRST NATIONAL BANK BLDG.  
MOBILE, ALABAMA 36602

July 13, 1972

TELEPHONE  
AREA CODE 205  
438-2516

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

10,496


Re: Merchants Adjustment Service vs Leslie and Elnora Valrie

Dear Mrs. Blackmon:

At your earliest convenience, please advise as to the case number and the date of service of process on both or either of the above defendants

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

Very truly yours,

  
William L. Howell

WLH:gd

Encl:

WILLIAM L. HOWELL

*Attorney at Law*

SUITE 2204  
FIRST NATIONAL BANK BLDG.  
MOBILE, ALABAMA 36602

September 26, 1972

TELEPHONE  
AREA CODE 205  
438-2516

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


Re: Merchants Adjustment Service, Inc. vs Leslie Valrie and  
Elnora Valrie, Case No. 10,496

Dear Ms. Blackmon:

Please forward the attached Motion for Judgment by Default  
in the above styled matter, along with the letter to his  
honor with a breakdown of the computation.

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

Very truly yours,

  
William L. Howell

WLH:gd

Encl:

WILLIAM L. HOWELL

*Attorney at Law*

SUITE 2204  
FIRST NATIONAL BANK BLDG.  
MOBILE, ALABAMA 36602

September 26, 1972

TELEPHONE  
AREA CODE 205  
438-2516

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

Re: Merchants Adjustment Service, Inc. vs Leslie Valrie and  
Elnora Valrie, Case No. 10,496

Dear Judge Mashburn:

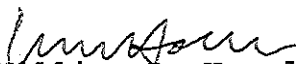
Please enter a default judgment in the above styled matter  
in the sum of \$190.64. A breakdown of the computation of  
the judgment is as follows:

Principal . . . . .	\$140.88
Interest . . . . .	2.80
Attorney's Fee. . . . .	<u>46.96</u>

Total	\$190.64
-------	----------

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

Very truly yours,

  
William L. Howell

WLH:gd

Encl: original promissory note

\$ 185.88

MOBILE, ALA.,

April 18 1972

FOR VALUE RECEIVED

PROMISE TO PAY TO THE ORDER OF

**Merchants Adjustment Service**

MOBILE, ALABAMA, OR AS

OTHERWISE INSTRUCTED.

One Hundred Eighty - Five Dollars &  $\frac{88}{100}$  DOLLARS

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

**SCHEDULE OF PAYMENTS**

\$ \_\_\_\_\_  
\$ 15.00 EACH WEEK  
\$ \_\_\_\_\_  
\$ BEGINNING 4-24-72  
\$ \_\_\_\_\_  
\$ AND EACH MONDAY  
\$ \_\_\_\_\_  
\$ 15.00 THEREAFTER  
\$ \_\_\_\_\_  
\$ UNTIL PAID IN  
\$ \_\_\_\_\_  
\$ FULL  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Des Brown  
& Dunstall

SIGNATURE X Mr Leslie R. Valrie Jr. (Seal)

ADDRESS X Mrs Elmera Valrie

PHONE \_\_\_\_\_

EMPLOYED BY \_\_\_\_\_

ADDRESS \_\_\_\_\_ (Seal)

PHONE \_\_\_\_\_

Sir:  
This is a  
parcel payment.  
The balance will  
be sent on  
Friday.

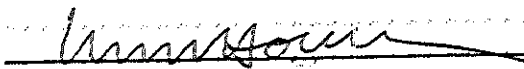
Thanks  
Mrs. Leslie Value

MERCHANTS ADJUSTMENT SERVICE, INC.	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff	)	BALDWIN COUNTY, ALABAMA
	)	
VS	)	AT LAW
	)	
LESLIE VALRIE AND ELNORA VALRIE,	)	
Jointly and Individually	)	
	)	
Defendants	)	CASE NO. 10,496

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto Your Honor that the defendants in the above styled cause was served with process on July 22, 1972 and since that date has failed and refused to plea, answer or demur to the complaint, and still fails and refuses, to plea, answer or demur;

WHEREFORE, the plaintiff moves Your Honor to make and enter a judgment for the plaintiff in the sum of ONE HUNDRED NINETY and 64/100 (\$190.64) DOLLARS.

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

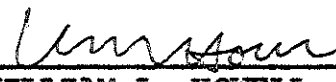


MERCHANTS ADJUSTMENT SERVICE, INC.	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff	)	BALDWIN COUNTY, ALABAMA
	)	
VS	)	AT LAW
	)	
LESLIE VALRIE AND ELNORA VALRIE,	)	
Jointly and Individually	)	
	)	
Defendants	)	CASE NO. 10,496

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WHEREFORE, the plaintiff moves Your Honor to make and enter a judgment for the plaintiff in the sum of ONE HUNDRED NINETY and 64/100 (\$190.64) DOLLARS.


---

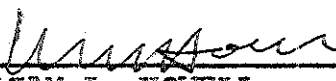
 WILLIAM L. HOWELL  
 Attorney for Plaintiff  
 2204 First National Bank Bldg.  
 Mobile, Alabama 36602

MERCHANTS ADJUSTMENT SERVICE, INC.	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff	)	BALDWIN COUNTY, ALABAMA
	)	
VS	)	AT LAW
	)	
LESLIE VALRIE AND ELNORA VALRIE,	)	
Jointly and Individually	)	
	)	
Defendants	)	CASE NO. 10,496

MOTION FOR JUDGMENT BY DEFAULT

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WHEREFORE, the plaintiff moves Your Honor to make and enter a judgment for the plaintiff in the sum of ONE HUNDRED NINETY and 64/100 (\$190.64) DOLLARS.

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

AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT

CC Law 12-2M-12/71 APOA

10,496 1/2

THE STATE OF ALABAMA }  
MOBILE COUNTY  
Baldwin

CIRCUIT COURT

Notary Public

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

who being duly sworn, on oath says, that on the 26 day of September, 19 82  
in the Circuit Court of Baldwin County, in Case No. 10,496 The Plaintiff  
Merchants Adjustment Service, Inc.

recovered a judgment against Leslie Valrie  
the Defendant, whose address  
is c/o Diamondhead Corp., Daphne, Ala.

for the sum of ONE HUNDRED EIGHTY-FIVE and 64/100 (\$185.64)  
Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;  
that Diamondhead Corp.

whose address is Daphne, Ala.

is supposed to be indebted to or have effects of the said Leslie Valrie

in its possession or under its  
control, and that he believes process of Garnishment against the said Diamondhead Corp.  
Daphne, Ala.

is necessary to obtain satisfaction of said Judgment.

William L. Howell

Sworn to and subscribed this 18th  
day of October A.D., 19 72

Notary Public Notary Public

My Commission Expires Jan. 23, 1978

No.....

**CIRCUIT COURT**

Merchants Adjustment Service, Inc

v5.

Leslie Valrie  
c/o Diamondhead Corp.  
Daphne, Ala.

**AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT**

Filed in Office,

.....19.....

.....  
Clerk.

AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT

CC Law 12-2M-12/71 APOA

THE STATE OF ALABAMA }  
MOBILE COUNTY  
Baldwin

CIRCUIT COURT

Notary Public

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

who being duly sworn, on oath says, that on the 26 day of September, 1972  
Baldwin  
in the Circuit Court of Mobile County, in Case No. 10,496 The Plaintiff

Merchants Adjustment Service, Inc.

recovered a judgment against Leslie Valrie  
the Defendant, whose address  
is c/o Diamondhead Corp., Daphne, Ala.

for the sum of ONE HUNDRED EIGHTY-FIVE and 64/100 (\$185.64)

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

whose address is Daphne, Ala.

is supposed to be indebted to or have effects of the said Leslie Valrie

in its possession or under its  
control, and that he believes process of Garnishment against the said Diamondhead Corp.

Daphne, Ala.

is necessary to obtain satisfaction of said Judgment.

Sworn to and subscribed this 18th  
day of October A.D., 1972

Notary Public

~~Clerk~~

My Commission Expires Jan. 20, 1975

No.....

**CIRCUIT COURT**

Merchants Adjustment Service, Inc

vs.

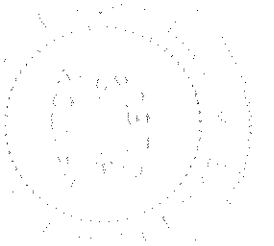
Leslie Valrie  
c/o Diamondhead Corp.  
Daphne, Ala.

**AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT**

Filed in Office,

.....19.....

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



## STATE OF ALABAMA

Baldwin County

TO ..... Leslie Valrie ..... Defendant.....:

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

....MERCHANTS ADJUSTMENT SERVICE, INC..... Plaintiff.....

versus ..... LESLIE VALRIE ..... Defendant.....

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

..... Diamondhead Corp., Daphne, Alabam .....

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

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

19th day of ..... October ..... 1972

*Ernie B. Blakmon*  
.....  
Clerk of the Circuit Court.

B-18

10,496½

NOTICE  
TO DEFENDANT OF GARNISHMENT  
BY  
CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA  
TO  
LESLIE VALRIE

MERCHANTS ADJUSTMENT SERVICE, INC.

Plaintiff.....

VS.

LESLIE VALRIE

RECEIVED Defendant.....

OCT 20 1972

TAYLOR WILKINS  
SHERIFF

Sherry Clinton 55  
Ten Cents per mile Total \$5.52  
TAYLOR WILKINS, Sheriff  
Deputy Sheriff

Received 20 day of Oct. 1972  
and on 21 day of Oct. 1972  
I served a copy of the writ on  
Leslie Valrie

By service on  
Taylor Wilkins  
Leslie Valrie

TAYLOR WILKINS, Sheriff  
By Donald R. Johnson, Jr.  
Serve in Montrose



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.....October..... Term, 1972....., of the Circuit Court of Baldwin County, to-wit: On the .....18th..... day of .....October....., 19<sup>72</sup>....., being a regular day of said term, .....Merchants Adjustment Service, Inc. ....

..... recovered judgment against .....Leslie Valrie.....

..... for the sum of .....(\$185.64) One Hundred Eighty-five & 64/100 - - Dollars, and cost of suit, and affidavit having been made by .....William L. Howell..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

.....Diamondhead Corp., Daphne, Ala. ....

..... has or is believed to have in .....its..... possession, or under .....its..... control money or effects belonging to said defendant .....Leslie Valrie..... 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 .....Diamondhead Corp. ....

.....Daphne, Ala. ....

..... 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 .....it..... was ..... indebted to said defendant Leslie Valrie..... and whether .....it..... will not be indebted in future to said defendant Leslie Valrie... 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..... Leslie Valrie .....

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

Witness, ..... Eunice B. Blackmon ..... 19th ..... October ..... A. D., 19<sup>72</sup>..... Clerk of said Court, this.....

Issued ..... 19th ..... day of ..... October ..... A. D., 19<sup>72</sup>.....

ATTEST:

..... Eunice B. Blackmon ..... Clerk

Received 20 day of Oct. 1972  
and on 20 day of Oct. 1972  
I served a copy of the within  
on Summumhead Corp.  
W. J. Cullen  
DEPUTY SHERIFF

Sheriff's claims 54  
Ten Cents per file 5.40  
TAYLOR WILKINS  
DEPUTY SHERIFF

CIRCUIT COURT, BALDWIN COUNTY

No. 10,496½

MERCHANTS ADJUSTMENT SERVICE, INC.

VS. } GARNISHMENT ON JUDGMENT

LESLIE VALRIE

Issued 19th day of October 1972

Returnable        day of        19      

RECEIVED

OCT 20 1972

TAYLOR WILKINS  
SHERIFF

WILLIAM L. HOWELL

Attorney

LAKE FOREST, INC.

---

October 24, 1972

Circuit Court of Baldwin County  
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

This letter is in reply to the attached garnishment against Leslie Valrie. He is no longer employed here at Lake Forest and we are not holding any assets of his.

If I can be of further help to you in this regard, please let me hear from you.

Yours truly,

*Philomene Campbell*

Philomene Campbell  
Secretary to Project Manager

**FILED**

OCT 26 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

MERCHANTS ADJUSTMENT SERVICE, INC. ) IN THE CIRCUIT COURT OF  
 Plaintiff ) BALDWIN COUNTY, ALABAMA  
 VS )  
 ) AT LAW  
 LESLIE VALRIE )  
 Defendant )  
 FAIRHOPE ROOFING AND CONSTRUCTION CO. )  
 Garnishee ) CASE NO. 10,496½

This day came the plaintiff and by his attorney and it appearing to the court that on the 26th day of September, 1972, in the above styled cause, the plaintiff recovered a judgment against the defendant in the sum of ONE HUNDRED EIGHTY-FIVE and 64/100 (\$185.64) DOLLARS besides the sum of THIRTY and 50/100 (\$30.50) DOLLARS cost of suit, and it further appearing to the court that a writ of garnishment was duly issued and served upon said said garnishee, and said garnishee having failed to file its answer as required by law, judgment was rendered on the 29th day of March, 1973 in favor of the plaintiff and against said garnishee, for the sum of ONE HUNDRED EIGHTY-FIVE and 64/100 (\$185.64) DOLLARS and the sum of THIRTY and 50/100 (\$30.50) DOLLARS cost of original suit, and also the cost of this garnishment; and it further appearing to the court that a copy of said Judgment NISI was served upon the said garnishee as required by law, required said garnishee to appear and show cause why said judgment should not be made final, and absolute, and said garnishee being called, came not but made default; and on motion of the plaintiff, after hearing the evidence, the court being of the opinion, it is considered and ordered by the court and it is the judgment of the court, that said judgment, be and same is hereby made final and absolute in favor of the plaintiff and against the garnishee for the sum of ONE HUNDRED EIGHTY-FIVE and 64/100 (\$185.64) DOLLARS.

It is therefore considered, ordered and adjudged by the court that the plaintiff have and recover of the garnishee the said sum of ONE HUNDRED EIGHTY-FIVE and 64/100 (\$185.64) DOLLARS together with the costs in this behalf expended, and for all of which execution may issue.

Jeffrey J. Mashek  
 Judge

Minute Book 13

AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT

CC Law 12-2M-12/71 APOA

THE STATE OF ALABAMA }  
MOBILE COUNTY  
BALDWIN

CIRCUIT COURT

Notary Public

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

who being duly sworn, on oath says, that on the 26 day of September, 1972  
Baldwin  
in the Circuit Court of Mobile County, in Case No. 10,496 The Plaintiff  
Merchants Adjustment Service, Inc.

recovered a judgment against Leslie Valrie  
the Defendant, whose address  
is c/o Fairhope Roofing and Construction Co., Montrose, Ala.

for the sum of ONE HUNDRED EIGHTY-FIVE and 64/100 (\$185.64)  
Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;  
that Fairhope Roofing and Construction Co.

whose address is Montrose, Ala.

is supposed to be indebted to or have effects of the said Leslie Valrie

in its possession or under its  
control, and that he believes process of Garnishment against the said Fairhope Roofing and  
Construction Co., Montrose, Ala.

is necessary to obtain satisfaction of said Judgment.

William L. Howell

Sworn to and subscribed this 6th

day of February A.D. 1973

Martine D. P. Premier  
Notary Public Clerk

FILED

FEB 7 1973

EUNICE B. BLACKMON CIRCUIT CLERK

No.....

**CIRCUIT COURT**

.....  
Merchants Adjustment Service, Inc

vs.

Leslie Valrie  
c/o Fairhope Roofing and  
Construction Co.  
Montrose, Ala.

.....  
**AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT**

.....  
Filed in Office,

.....19.....

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

AFFIDAVIT FOR GARNISHMENT  
ON JUDGMENT

CC Law 12-2M-12/71 APOA

10,496 3A

THE STATE OF ALABAMA }  
MOBILE COUNTY  
BALDWIN

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John B. Massey, Jr., Notary Public for Mobile County~~ and for Mobile County  
and State aforesaid William L. Howell

who being duly sworn, on oath says, that on the 26 day of September, 19 72  
in the Circuit Court of Baldwin County, in Case No. 10,496 The Plaintiff  
Merchants Adjustment Service, Inc.

recovered a judgment against Leslie Valrie

the Defendant, whose address  
is c/o Fairhope Roofing and Construction Co., Montrose, Ala.  
for the sum of ONE HUNDRED EIGHTY-FIVE and 64/100 (\$185.64)

Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;  
that Fairhope Roofing and Construction Co.

whose address is Montrose, Ala.

is supposed to be indebted to or have effects of the said Leslie Valrie

in its possession or under its  
control, and that he believes process of Garnishment against the said Fairhope Roofing and  
Construction Co., Montrose, Ala.

is necessary to obtain satisfaction of said Judgment.

William L. Howell

Sworn to and subscribed this 6th  
day of February A.D., 19 73

Marlene D. Primm  
Notary Public ~~XXXX~~



No.....

**CIRCUIT COURT**

.....  
 Merchants Adjustment Service, Inc.

vs.

Leslie Valrie  
 c/o Fairhope Roofing and  
 Construction Co.  
 Montrose, Ala.

.....  
**AFFIDAVIT FOR GARNISHMENT  
 ON JUDGMENT**

.....  
 Filed in Office,

.....19.....

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

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

September

TERM, 19<sup>72</sup>

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular <sup>Sept.</sup> Term, 19<sup>72</sup>, of the Circuit Court of Baldwin County, to-wit: On the <sup>26th</sup> day of <sup>September</sup>, 19<sup>72</sup>, being a regular day of said term, <sup>Merchants Adjustment Service, Inc.</sup>

recovered judgment against <sup>Leslie Valrie</sup>

for the sum of <sup>(\$185.64) One Hundred Eighty-five & 64/100----</sup> Dollars, and cost of suit, and affidavit having been made by <sup>William L. Howell</sup> that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

<sup>Fairhope Roofing & Construction Co. Montrose, Alabama</sup>

has or is believed to have in <sup>its</sup> possession, or under <sup>its</sup> control money or effects belonging to said defendant <sup>Leslie Valrie</sup> or that <sup>it</sup> 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 <sup>Fairhope Roofing & Construction Co.</sup>  
<sup>Montrose, Alabama</sup>

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 <sup>answer</sup>, or at any time intervening the time of serving the garnishment, and making the answer <sup>it</sup> was <sup>it</sup> indebted to said defendant <sup>Leslie Valrie</sup> and whether <sup>it</sup> will not be indebted in future to said defendant <sup>Leslie Valrie</sup> 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 <sup>it</sup> has not in <sup>its</sup> possession or under <sup>its</sup> control money or effects belonging to the defendant <sup>Leslie Valrie</sup>

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

EUNICE B. BLACKMON

Witness, ~~ALICE J. DICK~~ Clerk of said Court, this <sup>7th</sup> day of <sup>February</sup>, A. D., 19<sup>73</sup>

Issued <sup>7th</sup> day of <sup>February</sup>, A. D., 19<sup>73</sup>

ATTEST:

<sup>Eunice B. Blackmon</sup>, Clerk.

7  
I served a copy of the within  
on Hope Roofing & Const.

by service on F. Hope Roofing & Const. Co.  
Mrs. G. M. M. M. M.  
TAYLOR WILKINS, Sheriff  
By H. H. Mitchell D.S.

Sheriff claims 64 miles  
Ten Cents per mile Total \$ 6.40  
TAYLOR WILKINS, Sheriff  
H. H. Mitchell  
DEPUTY SHERIFF

CIRCUIT COURT, BALDWIN COUNTY

No. 10,496 1/2 A

MERCHANTS ADJUSTMENT SERVICE, INC.

VS.

GARNISHMENT ON JUDGMENT

LESLIE VALRIE

Issued 7th day of Feb. 19 73

Returnable        day of        19       

RECEIVED

FEB 7 1973

TAYLOR WILKINS  
SHERIFF

William L. Howell

Attorney

STATE OF ALABAMA

Baldwin County

TO LESLIE VALRIE Defendant.....;

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

versus LESLIE VALRIE Defendant.....,

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

Fairhope Roofing & Construction Co.- Montrose, Alabama

has<sup>s</sup> been named as Garnishee.....

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

7th day of Feb., 1973

Ernie B. Albritton  
Clerk of the Circuit Court.

7 Feb. 1973  
12 FEB 1972

I served a copy of the within Notice  
on Leslie Valrie

By service of LESLIE VALRIE

TAYLOR WILKINS, Sheriff

By L.H. Mitchell D. 2.

Sheriff claims 64 miles at

Ten Cents per mile Total \$ 6.40

TAYLOR WILKINS, Sheriff

By L.H. Mitchell  
DEPUTY SHERIFF

10,496 1/2 A

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Leslie Valrie

Merchants Adjustment Service, Inc.

Plaintiff....

VS.

Leslie Valrie

RECEIVED  
Defendant....

FEB 17 1973

TAYLOR WILKINS  
SHERIFF

MERCHANTS ADJUSTMENT SERVICE, INC. ) IN THE CIRCUIT COURT OF  
Plaintiff ) BALDWIN COUNTY, ALABAMA  
VS ) AT LAW  
LESLIE VALRIE )  
Defendant )  
FAIRHOPE ROOFING AND CONSTRUCTION CO. )  
Garnishee ) CASE NO. 10,496 1/2A

JUDGMENT NISI

Whereas a writ of Garnishment was duly issued by the Circuit Court of Baldwin County, and that service was had upon the garnishee Fairhope Roofing and Construction Company summoning the said garnishee to appear ~~before~~ <sup>or before</sup> said Court on the 14 day of March, 1973, to answer thereto, and whereas such fact appearing to the Court by the Sheriff's return, and the said Garnishee being duly called, and failing to appear, and it being after the hour of 9:00 A.M. and a judgment having heretofore been rendered against the defendant for the sum of \$185.64 and cost of Court; it is therefore considered and adjudged by the Court that the plaintiff do have and recover of said garnishee the sum of \$185.64, together with \$\_\_\_\_\_ costs; unless the said Garnishee shall show cause why this judgment should be set aside, on to wit: the 14 day of April, 1973, at 10:00 A.M.

Witness my hand this the 29<sup>th</sup> day of March, 1973

J. Fair J. Madherson  
Judge of Circuit Court of Baldwin County

Witness my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Clerk of Circuit Court of Baldwin County

FILED

MAR 29 1973

EUNICE B. BLACKMON CIRCUIT CLERK

NOTICE OF JUDGMENT NI SI

STATE OF ALABAMA  
BALDWIN COUNTY:

TO THE SHERIFF OF BALDWIN COUNTY, GREETINGS:

You are hereby commanded to serve a copy of the following notice on Fairhope Roofing and Construction Company.

Witness my hand this the 29th day of March, 1973.

Ernie B. Blackman  
Clerk of Circuit Court, Baldwin County

TO Fairhope Roofing and Construction Company

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

Merchants Adjustment Service, Inc., plaintiff

vs

Leslie Valrie, Defendant

Fairhope Roofing and Construction Co., Garnishee

Whereas a writ of Garnishment was duly issued by the Circuit Court of Baldwin County, and that service was had upon the garnishee Fairhope Roofing and Construction Company summoning the said garnishee to appear before said Court <sup>or before</sup> on the 11th day of March 1973, to answer thereto, and whereas such fact appearing to the Court by the Sheriff's return, and the said Garnishee being duly called, and failing to appear, and it being after the hour of 9:00 A.M. and a judgment having heretofore been rendered against the defendant for the sum of \$185.64 and cost of Court; it is therefore considered and adjudged by the Court that the plaintiff do have and recover of said garnishee the sum of \$185.64, together with \$\_\_\_\_\_ costs; unless the said Garnishee shall show cause why this judgment should be set aside, on to wit: the 4th day of April, 1973, at 10:00 A.M.

Witness my hand this the 29th day of March, 1973.

/s/ Telfair J. Mashburn  
Judge of Circuit Court, Baldwin County

Witness my hand this the 29th day of March, 1973.

Ernie B. Blackman  
Clerk of Circuit Court, Baldwin County

MERCHANTS ADJUSTMENT SERVICE, INC.

Plaintiff

VS

LESLIE VALRIE

Defendant

FAIRHOPE ROOFING AND CONSTRUCTION CO.)

Garnishee

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

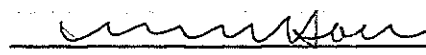
) AT LAW

) CASE NO. 10,496½

MOTION FOR JUDGMENT NISI

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

WHEREFORE, plaintiff moves Your Honor to enter a judgment nisi.

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

Serve the garnishee:

Montrose, Alabama

**FILED**

MAR 29 1973

EUNICE B. BLACKMON CIRCUIT CLERK



Received 30 March 1913  
and on 31 day of March 1913  
I served a copy of the within  
on Fairhope Roofing & Construction Co., Inc.  
By service on LEERY MCNEECE  
PRESIDENT

TAYLOR WILKINS, Sheriff  
By \_\_\_\_\_

RECEIVED

MAR 30 1913  
TAYLOR WILKINS, Sheriff

Sherriff claims 55  
Ten Cents per mile Total \$ 5.50  
TAYLOR WILKINS, Sheriff  
by N.H. Mitchell  
DEPUTY SHERIFF

Wm. Howell, Atty

1. Motion
2. Notice

Merchants Adjustment  
Service  
vs.  
Leslie Valrie  
To: Fairhope Roofing +  
Construction Co.

10,496 1/2 A 2000

Received 30 March 23  
and on 31 day of MARCH 1973  
I served a copy of the within Mat & Mot  
on Stairhope Roofing &  
Const. Co.,  
By service on FERRIS MCNEECE  
PRESIDENT

TAYLOR WILKINS, Sheriff  
By \_\_\_\_\_

RECEIVED

MAR 01 1973  
TAYLOR WILKINS  
Sheriff  
Ten Cents per mile Total \$ 55  
TAYLOR WILKINS, Sheriff  
by N.H. MITCHELL  
DEPUTY SHERIFF

Wm. Howell, Atty

1. Motion
2. Notice

Merchants Adjustment  
Service

vs.  
Leslie Valrie

To: Stairhope Roofing &  
Construction Co.

10,496 1/2 A Exempt