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 HOUSE 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.

Eunice B. Blackmon
CLERK

FILED
JUL 17 1972
EUNICE B. BLACKMON CIRCUIT CLERK

10,496 B-18

Merchants Adjustment Service, Inc.

vs.

Leslie Valrie + Elnora Valrie, jointly + individually

FILED

JUL 17 1972

EUNICE B. BLACKMON CIRCUIT CLERK

RECEIVED

JUL 17 1972

TAYLOR, SUTTON

William L. Howell

Sheriff Claim $ 1.00 Files $ 1.00

Ten Cents per mile Total $ 1.00

TAYLOR WILKINS, Sheriff

BY _____ DEPUTY SHERIFF

Received this 17 day of July 1972

and on 22 day of July 1972

I served a copy of the within Leslie Valrie, Elnora Valrie

on _____

By service on Taylor Wilkins

TAYLOR WILKINS, Sheriff

By Donald P. Johnson D. S.

Serve in Montrose

WILLIAM L. HOWELL
Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

TELEPHONE
AREA CODE 205
438-2516

July 13, 1972

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

William L. Howell

WLH:gd

Encl:

WILLIAM L. HOWELL
Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

TELEPHONE
AREA CODE 205
438-2516

September 26, 1972

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, Iam,

Very truly yours,

William L. Howell

WLH:gd

Encl:

WILLIAM L. HOWELL
Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

TELEPHONE
AREA CODE 205
438-2516

September 26, 1972

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.	46.96
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 & 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 themthemselves, 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 THERE AFTER
$
$ UNTIL PAID IN
$
$ FULL
$
$

Des Brown & Funstall

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

ADDRESS X Mrs Elnnera 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

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

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

CC Law 12-2M-12/71 APOA

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

10,496 1/2

THE STATE OF ALABAMA
~~Mobile~~ Baldwin COUNTY

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John L. 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 ~~Mobile~~ 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

Marine D. Prunn

Notary Public ~~Clerk~~

My Commission Expires Jan. 23, 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.

CC Law 12-2M-12/71 APOA

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA
~~MOBILE~~ Baldwin **COUNTY**

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John B. 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, 1972 in the Circuit Court of ~~Mobile~~ 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

Marjorie D. Grimm

Notary Public ~~Clerk~~

My Commission Expires Jan. 29, 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. Blackmon

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

Defendant.....

RECEIVED
OCT 20 1972
TAYLOR WILKINS
SHERIFF

Sheriff's fee $ 5.5 Mileage $
Ten Cents per mile Total $ 5.52
TAYLOR WILKINS, Sheriff
By Johnson
DEPUTY SHERIFF

Received the 20 day of Oct. 1972
and on 21 day of Oct. 1972
I served a copy of the within Notice
on Leslie Valrie
By service on Leslie Valrie
Taylor Wilkins
TAYLOR WILKINS, SHERIFF
By Donald P. Johnson, Jr.
Serve in Montrose

Garnishment on Judgment

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.....72....., 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....., Clerk of said Court, this.....19th..... day of .....October....., A. D., 19.....72.....

Issued .....19th.....day of .....October..... A. D., 19.....72.....

ATTEST: .....Eunice B. Blackmon..... Clerk

Received 20 day of Oct. 19 72
and on 20 day of Oct. 19 72
I served a copy of the within Writ
on Merchants Adjustment Corp.
By delivering to Bob Harris
TAYLOR WILKINS, SHERIFF
By W. Allen
DEPUTY SHERIFF

Sheriff claims 5.40
Ten Cents per mile Travel
TAYLOR WILKINS, Sheriff
By W. Allen
DEPUTY SHERIFF

CIRCUIT COURT, BALDWIN COUNTY

No. 10,496½

MERCHANTS ADJUSTMENT SERVICE, INC.

VS. } GARNISHMENT ON JUDGMENT

LESLIE VALRIE

Issued 19th day of October 19 72

Returnable _____ day of _____ 19____

RECEIVED
OCT 20 1972
TAYLOR WILKINS
SHERIFF

WILLIAM L. HOWELL
Attorney

Moore Printing Co. - Bay Minette, Ala.

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

P. O. Drawer C / Daphne, Alabama 36526 / (205) 626-2681 / TWX: 810-741-0901

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.

Stefan J. Mashburn
Judge

Minute Book 13
Page 128

CC Law 12-2M-12/71 APOA

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA
~~MOBILE~~ **COUNTY**
BALDWIN

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John B. 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 72 in the Circuit Court of ~~Mobile~~ 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

Maxine W. Freeman
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.

CC Law 12-2M-12/71 APOA

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

10,496 ½A

THE STATE OF ALABAMA
~~MOBILE~~ COUNTY
BALDWIN

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John B. 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 72 in the Circuit Court of ~~Mobile~~ 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., 1973

Marine D. Trimm

Notary Public ~~Clerk~~

No.....

CIRCUIT COURT

.....

Merchants Adjustment Service, In

vs.

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

.....

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

Filed in Office,

.....19.....

.....
Clerk.

Motsra

Garnishment on Judgment

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY
September TERM, 19 72

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Sept. Term, 19 72, of the Circuit Court of Baldwin County, to-wit: On the 26th day of September, 19 72, 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:

Fairhope Roofing & Construction Co. Montrose, Alabama

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, 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 Fairhope Roofing & Construction Co. Montrose, 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 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, ~~ALICE J. DUCK~~ EUNICE B. BLACKMON Clerk of said Court, this 7th day of February, A. D., 19 73

Issued 7th day of February A. D., 19 73

ATTEST:

Eunice B. Blackmon, Clerk.

928 0985

Received this 12 day of Feb 1973

Executed on 12 day of Feb 1973

I served a copy of the within Writ of Garnishment on Hope Roofing & Const. Co.

by service on F. Hope Roofing & Const Co. Mrs. Judy McNeace

TAYLOR WILKINS, Sheriff

By W. N. McNeal D. S.

Sheriff claims 6.4 Miles

Ten Cents per mile Total $ 6.40

TAYLOR WILKINS, Sheriff

By W. N. McNeal DEPUTY SHERIFF

CIRCUIT COURT, BALDWIN COUNTY

No. 10,496 ½ 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

Moore Printing Company, Bay Minette, Alabama

NOTICE OF GARNISHMENT MOORE PRINTING CO.

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 been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 7th day of Feb. 19 73

Ernestine B. Blackmon
Clerk of the Circuit Court.

10,496 ½ 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

Defendant....

RECEIVED

FEB 7 1973

TAYLOR WILKINS
SHERIFF

Sheriff charges 64 miles at Ten Cents per mile Total $ 6.40

TAYLOR WILKINS, Sheriff

By W.N. Mitchell
DEPUTY SHERIFF

Feb. 7 73

Feb 12 1972

I served a copy of the within Notice

on Leslie Valrie

By serving to Leslie Valrie

TAYLOR WILKINS, Sheriff

By W.N. Mitchell D.S.

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 ~~owed~~ before said Court on or before 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 4th day of April, 1973, at 9:00 A.M.

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

Julian L. McPhillips
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.

Eunice B. Blackmon
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 on or before the 11 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 dayof March, 1973.

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

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

Eunice B. Blackmon
Clerk of Circuit Court, Baldwin County

MERCHANTS ADJUSTMENT SERVICE, INC.	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff	)	BALDWIN COUNTY, ALABAMA
	)	
VS	)	
	)	
LESLIE VALRIE	)	AT LAW
	)	
Defendant	)	
	)	
FAIRHOPE ROOFING AND CONSTRUCTION CO.	)	
	)	
Garnishee	)	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

10,496½A

Merchants Adjustment Service

vs.

Leslie Valrie

To: Fairhope Roofing & Construction Co.

1. Motion
2. Notice

Wm. Howell, Atty

RECEIVED

MAR 30 1973

TAYLOR WILKINS
BY
Sheriff

Sheriff claims 55

Ten Cents per mile Total $ 55

TAYLOR WILKINS, Sheriff

BY N. H. Mitchell
DEPUTY SHERIFF

Received 30 day of March 19 73

and on 31 day of March 19 73

I served a copy of the within Motion & Notice

on Fairhope Roofing & Const. Co.

By service on Terry McNeece

President

TAYLOR WILKINS, Sheriff

By: _____

10,496½A

Merchants Adjustment Service

vs.

Leslie Valrie

To: Fairhope Roofing & Construction Co.

1. Motion
2. Notice

Wm. Howell, Atty

RECEIVED
MAR 30 1973
TAYLOR WILKINS
CLERK

Received this 30 day of March 1973
and on 31 day of March 1973
I served a copy of the within Motion & Notice
on Fairhope Roofing & Const. Co.
By service on Terry McNeece
President

Sheriff claims 55
Ten Cents per mile Total $ 5.5
TAYLOR WILKINS, Sheriff
BY W. H. Mathews
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff
By _____