

STATE OF ALABAMA
COUNTY OF BALDWIN

Ø IN THE CIRCUIT COURT OF
Ø BALDWIN COUNTY, ALABAMA
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON COLEMAN WEAVER, TO
APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE
DATE HEREOF OF THIS SERVICE, TO THE BILL OF COMPLAINT FILED AGAINST
HIM IN THE CIRCUIT COURT, AT LAW, FOR SAID COUNTY AND SAID STATE
BY THE CENTRAL FINANCE COMPANY.

HEREIN FAIL NOT, DUE RETURN MAKE OF THIS WRIT AS THE LAW
DIRECTS.

WITNESS MY HAND THIS 2nd DAY OF Aug, 1972.

Eunice B. Blackmon
CLERK

CENTRAL FINANCE COMPANY

PLAINTIFF

VS.

COLEMAN WEAVER

DEFENDANT

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO: 10,524

COUNT I:

PLAINTIFF CLAIMS OF DEFENDANT THE SUM OF SIX HUNDRED FORTY
SEVEN AND 13/100 (\$647.13) DOLLARS, DUE BY PROMISSORY NOTE MADE BY
HIM ON, HERETOFORE, TO-WIT, AUGUST 3, 1971, WHICH SUM OF MONEY,
WITH INTEREST THEREON FROM TO-WIT, APRIL 15, 1972, IS DUE AND UN-
PAID; AND PLAINTIFF AVERS THAT IN AND BY THE TERMS OF SAID NOTE,
THE DEFENDANT WAIVED ALL RIGHTS OF EXEMPTION UNDER THE LAWS OF THE
STATE OF ALABAMA, AND PLAINTIFF CLAIMS THE BENEFIT OF SAID WAIVER;
PLAINTIFF CLAIMS THE ADDITIONAL SUM OF ONE HUNDRED (\$100.00) DOLLARS
AS A REASONABLE SUM AS ATTORNEY FEES FOR BRINGING THIS SUIT FOR THAT
THE DEFENDANT IN AND BY THE TERMS OF SAID NOTE AGREE TO PAY A
REASONABLE ATTORNEY FEE, AND PLAINTIFF AVERS THAT SAID AMOUNT IS
A REASONABLE ATTORNEY FEE FOR THE BRINGING AND PROSECUTING OF THIS
SUIT.

FILED

AUG 2, 1972

BAILEY & TAYLOR

BY: *[Signature]*

ATTORNEYS FOR THE PLAINTIFF

EUNICE B. BLACKMON CIRCUIT
CLERK

CASE NO: 10,524

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CENTRAL FINANCE COMPANY
PLAINTIFF

VS.

COLEMAN WEAVER

DEFENDANT

TO ANY SHERIFF OF THE STATE
OF ALABAMA:

DEFENDANT MAY BE SERVED AT HIS

PLACE OF EMPLOYMENT:

EASTWOOD-NEELY
BAY MINETTE, ALABAMA

Received 2 day of Aug 1972
and on 27 day of Aug 1972
I served a copy of the within
on Coleman Weaver

By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Sallard

Sherry Adams
Ten Cents per mile Total \$
TAYLOR WILKINS, Sheriff
BY _____ DEPUTY SHERIFF

BORROWER (Name and Address)					LENDER (Name and Address)				
Johnson, Adell 270 Second St. Mobile, Ala. - 36603					CENTRAL FINANCE COMPANY 200 ST. JOSEPH STREET MOBILE, ALABAMA 36602				
ACCOUNT NO.	DATE OF NOTE	TOTAL OF PAYMENTS	AMOUNT OF INSTALLMENT PAYMENTS (EXCEPT FINAL)	AMOUNT OF FINAL INSTALLMENT					
2702	8/3/71	\$ 1176.00	\$ 49.00	\$ 49.00					
FIRST INSTALLMENT DUE DATE	OTHER INSTALLMENT PAYMENTS ARE DUE ON THE SAME DAY OF EACH SUCCEEDING MONTH.		PAYABLE IN	Maturity Date					
9/3/71			24 SUCCESSIVE MONTHLY INSTALLMENTS	8/3/73					

STATEMENT OF TRANSACTION	
Amount of Note	\$ 1176.00
Less FINANCE CHARGE	
Interest	\$ 112.14
Investigation Fee	\$ 129.36
Extended Due Date Charge for _____ days	
TOTAL FINANCE CHARGE	\$ 241.50
ANNUAL PERCENTAGE RATE	23.12 %
Amount Financed	\$ 934.50
The Amount Financed will be disbursed to or for Borrower as follows:	
1. Credit Life Ins. Premium	\$ 23.52
2. Credit Acc. & Health Ins. Prem.	\$ 35.28
3. Property Damage Ins. Prem.	\$
4. Physical Damage Ins. Prem. for the following coverages and for a term of 24 months:	\$ 214.00
<input checked="" type="checkbox"/> Comprehensive	
<input checked="" type="checkbox"/> \$ 25 Deductible Collision	
<input type="checkbox"/> Towing and Labor Costs	
<input type="checkbox"/> Fire and Broad Form Theft	
<input type="checkbox"/> Combined Additional Coverage	
<input type="checkbox"/> \$ _____ Deductible All Risk	
<input type="checkbox"/> Property Damage To Others (\$500 Maximum Liability)	
<input type="checkbox"/> Vendor's Single Interest	
<input type="checkbox"/> Personal Effects	
5. Official Fees	\$ 4.80
6. Certificate of Title Fee	\$
7. Non-Filing Ins. Premium	\$
8. Net Bal., Former Acc't. No.	\$
9. Amount Authorized to be Paid to Others:	
	\$
	\$
	\$
	\$
	\$
10. Cash to Borrower	\$ 656.90
Total Disbursed to or for Borrower	\$ 934.50

For value received, the undersigned Borrower(s), jointly and severally, promise to pay to the order of Lender, set forth above, the Total of Payments (Amount of Note), as shown herein, in equal successive monthly instalments, as shown above, beginning on the First Instalment Due Date, as shown above, and on the same day of each succeeding month, until paid. Borrowers, endorsers, sureties and guarantors severally waive protest, presentation and notice of dishonor, and agree to continue and remain bound for payment of this note notwithstanding any extensions or deferments granted to Borrowers, hereby waiving notice of such extensions or deferments. Borrowers, endorsers, sureties and guarantors severally waive and renounce any and all exemption rights any of us may have under or by virtue of the Constitution or laws of Alabama, any other state, or the United States, as against this debt or any renewal thereof, and agree to pay all costs of collection, whether incurred by suit or otherwise, including reasonable attorney's fees.

This note includes all charges contracted for in the Statement of Transaction hereto, which is incorporated by reference herein.

If an instalment is 10 days or more past due, the Lender may charge and collect a delinquency charge not to exceed 5% of each such instalment.

In the event of prepayment in full from date hereof, borrower will be given credit for the unearned portion of the interest included in the finance charge based upon the ratio of unpaid instalments to all instalments (Rule of 78) (Sum of the Digits Method) less \$ 129.36 for acquisition charge.

In consideration of the credit this day extended to us by the above Lender, we hereby agree and authorize the said Lender, its officers, agents, representatives and assigns, to communicate with us, or to any person, firm, corporation or government agency, by any known means of communication, for any purpose it might deem necessary in connection with or during the pendency of the credit this day extended, and do hereby waive any right we have to claim violation of our right of privacy by reason of such communication.

It is agreed that in the event of default in one or more instalments, the holder hereof may declare the remaining balance due and payable at once, without notice, demand or protest, all of which are expressly waived.

INSURANCE

The purchase of Credit Life or Credit Accident and Health Insurance is not required by Lender in order to obtain a loan. Borrower, however, having first examined the cost of such insurance, as indicated adjacent hereto, does hereby voluntarily elect to purchase ☒ Credit Life Insurance

☒ Credit Accident and Health Insurance

8/3/71 Adell Johnson
Dated Borrower

Borrower has the right to choose the person or company through which the Property Damage Insurance or Physical Damage Insurance is to be obtained. The cost of such insurance if obtained through Lender is as set forth adjacent hereto.

SECURITY AGREEMENT

The undersigned, hereinafter referred to as "Debtor", hereby grants to Lender, hereinafter referred to as "Secured Party", a security interest in the personal property described below, hereinafter referred to as "Collateral", which shall be kept at the address where Debtor now resides, as set forth above, as security for the payment of the Note, set forth above, in the amount, date and terms stated above. It is agreed by the parties hereto that future advances in the form of extensions or renewals of the original indebtedness may be made to Debtor and the same shall be secured hereby.

DESCRIPTION OF COLLATERAL GIVEN AS SECURITY: A certain vehicle, complete with all attachments and equipment, now located at the address of the Borrower(s) Debtor(s) indicated above, to wit:

NEW OR USED	YEAR AND MAKE	NO. CYL.	SERIES NAME (Also "No." if applicable)	BODY TYPE & MODEL NO. (If truck, tons capacity)	H/P '65 & LATER	IDENTIFICATION NO. (Serial or Motor No.)
used	1966 Buick	8	Special	4 dr sedan		436696K-130655
EXTRA (Specify) EQUIPMENT	<input type="checkbox"/> Radio	<input type="checkbox"/> Heater	<input type="checkbox"/> Air Cond.	<input type="checkbox"/> Straight Drive	<input type="checkbox"/> Automatic Trans.	
	<input type="checkbox"/> 4-Speed Trans.	<input type="checkbox"/> Power Steering	<input type="checkbox"/> Power Brakes	<input type="checkbox"/> Power Seats	<input type="checkbox"/> Power Windows	

and/or the following described chattels now located at the address of the Debtors indicated above, to wit:

Living room suite / Bedroom suite / Dinette set / Stove / Refrigerator / Wash. machine / TV set

This Agreement is subject to the additional provisions set forth on the reverse side hereof, the same being incorporated herein by reference. All the covenants and obligations contained herein shall be considered joint and several covenants and obligations of each of the undersigned persons and shall be binding on their heirs, legal representatives, successors and assigns. All rights of Lender-Secured Party shall inure to the benefit of its successors and assigns.

The undersigned acknowledge receipt of a copy of this instrument and that it was completely filled in prior to the execution thereof.

Signed, sealed and delivered the day and year above set forth

Witness W. J. Winstead
Borrower-Debtor Adell Johnson (SEAL)
Borrower-Debtor William Wilbur (SEAL)

ADDITIONAL PROVISIONS

The Debtor hereby warrants, covenants, and agrees as follows:

Debtor warrants that the title to said Collateral is vested in Debtor free of liens and encumbrances, and no financing statement or other lien instrument covering any of the Collateral is on file in any public office. Debtor shall keep said Collateral free from all attachments, executions, liens, security interests, taxes and encumbrances and shall not use the same nor permit it to be used illegally, for hire or in any contest and shall not remove any automobile given as security from this state or remove the Collateral from the address where located on this date without the Secured Party's written permission. Neither loss of nor injury to said property shall relieve Debtor from his obligation hereunder. Secured Party or the holder of this agreement is expressly given the right to go on public or private property in enforcing any of Secured Party's rights hereunder without the same in any manner constituting a trespass against the Debtor herein; consent to such entering on public or private property is expressly given by Debtor to Secured Party.

Debtor shall immediately notify the Secured Party of any change in address from that shown at the beginning of this agreement and shall also, upon demand, furnish to Secured Party such further information and shall execute and deliver to Secured Party such financing statements as the Secured Party may from time to time reasonably request or as may be necessary to establish and maintain a perfected security interest in the Collateral, and Debtor agrees to pay the cost of filing such financing statements or other documents.

The Collateral shall be at Debtor's risk and Debtor agrees that he will at his own expense keep the property insured for a reasonable amount against loss by fire and theft, and in the case of motor vehicles against loss by fire, theft and accidental physical damage until such time as the obligations hereby secured are fully paid, the proceeds thereof shall be payable to both the Debtor and Secured Party as their interests may appear with mortgagee's loss payable clause attached. If the insurance policy covering the Collateral expires or is cancelled before the instalment note herein mentioned is paid in full, or the Debtor fails to insure as herein required at the option of the Secured Party, the entire amount then unpaid on the note which this agreement secures shall immediately become due and payable at the option of the Secured Party. Debtor hereby assigns to Secured Party any moneys not in excess of the unpaid balance hereunder which may become payable under such and other insurance, including return or unearned premiums, and directs any insurance company to make payment direct to holder to be applied to said unpaid balance and appoints Secured Party as attorney in fact to endorse any draft. In the event of any default under this contract, Secured Party is authorized to cancel said insurance and credit any premium refund received against said unpaid balance.

Debtor agrees: to pay promptly all taxes and assessments upon any car given as security and for its use or operation and on this contract; to keep the car free from liens; that all equipment, tires, accessories and parts shall become part of the car by accession; not to sell, encumber or abandon the car or use it for hire or illegally; not to remove or attempt to remove said property from the county and state given above as Debtor's address without the written consent of Secured Party; to send notice by registered mail to the holder within 24 hours after repossession if Debtor claims that any articles not included herein were contained in the car at the time of repossession, failure to do so being a waiver of and bar to any subsequent claim therefor; that any notices to Debtor shall be sufficiently given if mailed to the address of Debtor stated herein.

In the event the Debtor defaults in payment or fails to comply with any conditions of this security agreement or the indebtedness secured hereby, or defaults in any term or condition of any other obligation, agreement or indebtedness owing to Secured Party (or holder), if the Secured Party shall deem the indebtedness secured hereby insecure, or deems the Collateral insecure or in danger of misuse or confiscation, or a proceeding in bankruptcy, receivership or insolvency be instituted against the Debtor or his property, then and in any such events this security agreement at the election of the Secured Party (or holder) shall be deemed to be in default and the full principal amount of the indebtedness secured hereby shall immediately become due and payable, and the Secured Party shall then have the remedies of a Secured Party under the applicable Uniform Commercial Code, including the right to take immediate possession of the Collateral, including any equipment or accessories thereto, without legal process and without demand, and for this purpose Secured Party may enter upon the premises where said property may be located and remove the same without this action in any manner constituting a trespass. Secured Party may take possession of any other property contained in any motor vehicle described herein at the time of repossession, and hold the same temporarily for the Debtor without any responsibility or liability on the part of Secured Party. Secured Party may require the Debtor to assemble and make the Collateral available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Secured Party may become the purchaser of the Collateral at any sale thereof; the Secured Party shall deduct all expenses for retaking and selling such Collateral, including expenses actually incurred as reasonable attorney fees, court costs and reasonable expenses of repossession, storing and selling any of the property pledged as security, all as determined by the court in which suit is filed; the balance thereof shall be applied to the amounts due under this agreement and any other obligation in favor of Secured Party; in case of deficiency, the Debtor shall pay the same with interest at the highest lawful contract rate. Time is of the essence of his agreement and the instalment note secured hereby and acceptance by Secured Party of any payment required hereunder, after the same is due, shall not constitute a waiver of this or any other provision of this security agreement.

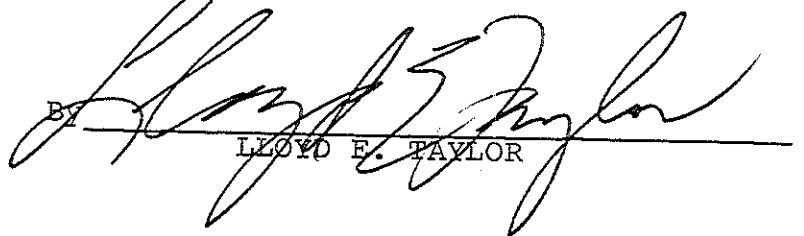
If Debtor shall fully pay Secured Party all sums due on the note contained herein and shall keep and truly perform all agreements and covenants herein, then this agreement and the security interest in the Collateral shall terminate, otherwise to remain in full force and effect.

All rights of the Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations mentioned herein of Debtor to Secured Party shall bind the heirs, legal representatives, successors and assigns of Debtor. Where the context requires, the singular shall be deemed the plural and the plural shall be deemed the singular.

CENTRAL FINANCE COMPANY,	)	IN THE CIRCUIT COURT OF
Plaintiff	)	BALDWIN COUNTY, ALABAMA
vs.)	
COLEMAN WEAVER,	)	CIVIL ACTION NO. 10,524
Defendant)	

Comes now LLOYD E. TAYLOR, as attorney of record for the plaintiff, and withdraws as attorney for CENTRAL FINANCE COMPANY.

BAILEY, TAYLOR & BENTON

BY 
LLOYD E. TAYLOR

FILED

FEB 6 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

WILLIAM L. HOWELL

Attorney at Law

January 28, 1974

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

TELEPHONE
AREA CODE 205
438-2516

Ms. Eunice Blackmon
Clerk, Circuit Court of Baldwin County
Bay Minette, Alabama 36507

Re: Central Finance Co vs Willie H. Reed, Jr. Case No. 10,769
Central Finance Co vs Coleman Weaver Case No. 10,524

Dear Ms. Blackmon:

Enclosed you will find two appearances which are self-explanatory together with a letter from Bailey and Taylor, addressed to Central Finance Company asserting their intention not to proceed further in the two cases.

I would appreciate your noting my appearance for the plaintiff for purposes of any forthcoming activity on both of these files or if need be, present them to the Judge for his thought or action.

I would further appreciate your advising me when I am in fact noted attorney of record for the plaintiff in both cases, in order that I might pursue possible and future activity on each file to collect the outstanding judgments.

Awaiting your reply and with warmest personal regards, I am

Very truly yours,


William L. Howell

WLH:mp

Encls

Call Taylor
w mailed withdrawal

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

CENTRAL FINANCE COMPANY]

Plaintiff]

VS]

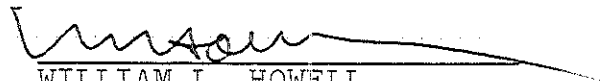
CASE NUMBER 10,524

COLEMAN WEAVER]

Defendant]

APPEARANCE

Comes now William L. Howell, and files this, his appearance as attorney of record for the plaintiff in the above styled proceeding, and shows that the preceding attorneys of record for the plaintiff have notified the Clerk of the Court by phone, of their withdrawal herein.


WILLIAM L. HOWELL
Attorney for Plaintiff

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

CENTRAL FINANCE COMPANY

]

Plaintiff

]

VS

]

CASE NUMBER 10,524

COLEMAN WEAVER

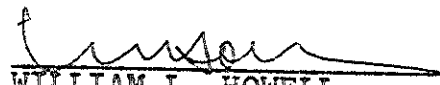
]

Defendant

]

APPEARANCE

Comes now William L. Howell, and files this, his appearance as attorney of record for the plaintiff in the above styled proceeding, and shows that the preceding attorneys of record for the plaintiff have notified the Clerk of the Court by phone, of their withdrawal herein.


WILLIAM L. HOWELL
Attorney for Plaintiff

WILLIAM L. HOWELL
Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

March 11, 1974

TELEPHONE
AREA CODE 205
438-2516

Ms. Eunice B. Blackmon
Clerk of Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Central Finance Co. vs Coleman Weaver, Case No. 10,524

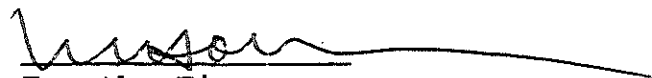
Dear Ms. Blackmon:

Please issue an alias execution against the defendant. Also,
please forward the enclosed letter to the Sheriff requesting
a levy.

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

Very truly yours,

WILLIAM L. HOWELL
M. LLOYD ROEBUCK


For the Firm

WLH:gd

STATE OF ALABAMA

Baldwin County

TO COLEMAN WEAVER Defendant.....:

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

CENTRAL FINANCE COMPANY Plaintiff.....

versus COLEMAN WEAVER Defendant.....

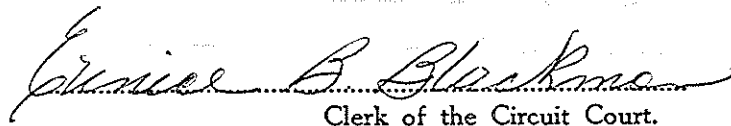
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

EASTWOOD NEELY COMPANY

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the.....1st.

day ofAugust..... 19..73..


Clerk of the Circuit Court.

"Copy"

10524 1/2

NOTICE
TO DEFENDANT OF GARNISHMENT

BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO

COLEMAN WEAVER

CENTRAL FINANCE COMPANY

Plaintiff...

VS.

COLEMAN WEAVER

Defendant...

LLOYD TAYLOR

Received 2 day of Aug 1973
and on 9 day of Aug 1973
I served a copy of the within Notice
on _____

By service on Coleman Weaver

TAYLOR WILKINS, Sheriff
By L. Stebbins D. S.

O Miller

THE STATE OF ALABAMA,
BALDWIN COUNTY

10,524³
CIRCUIT COURT

EUNICE BLACKMAN

Personally appeared before me, ~~Alice M. Duck~~, Clerk of the Circuit Court in and for Baldwin County and State aforesaid, LLOYD E. TAYLOR

who being duly sworn, on oath says, that a regular 1972 Term
of the Circuit Court of Baldwin County, to-wit: on the 17TH day of OCTOBER
19 72, CENTRAL FINANCE COMPANY

recovered a judgment against COLEMAN WEAVER

for the sum of
SEVEN HUNDRED FORTY-ONE (\$741.00) Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
EASTWOOD-NEELY COMPANY OF BAY MINETTE, ALABAMA

supposed to be indebted to or have effects of the said COLEMAN WEAVER
in ITS possession, or under ITS control, and that he believes process of
Garnishment against said EASTWOOD-NEELY COMPANY
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 18th
day of August A. D. 1973

Eunice B. Blackman

Clerk. EUNICE B. BLACKMON CIRCUIT CLERK

FILED

Lloyd E. Taylor
AUG 1 1973

NO. _____

CIRCUIT COURT

VS.

AFFIDAVIT Garnishment on Judgment

Filed this _____ day of _____, 19____

Clerk.

MOORE PRINTING CO., BAY MINETTE, ALA.

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 Term, 19__72__, of the Circuit Court of Baldwin County,
to-wit: On the 17TH day of OCTOBER, 1972, being a regular day of
said term, CENTRAL FINANCE COMPANY

recovered judgment against COLEMAN WEAVER

for the sum of SEVEN HUNDRED FORTY ONE (\$741.00) Dollars, and cost of suit,
and affidavit having been made by LLOYD E. TAYLOR
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

EASTWOOD-NEELY COMPANY

has or is believed to have in ITS possession, or under ITS control money
or effects belonging to said defendant 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

EASTWOOD-NEELY COMPANY

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the Monday in A. D. 1973,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making ITS answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer IT was indebted to said defendant
and whether IT will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing IT
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether IT has not in ITS possession or under ITS control money or
effects belonging to the defendant COLEMAN WEAVER

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

Witness Eunice B. Blackmon, Clerk of said Court, this 1 day of Aug, A. D., 1973

Issued 1 day of Aug, A. D., 1973

ATTEST:

Eunice B. Blackmon Clerk.

Received 1 day of Aug 1973
and on 6 day of Aug 1973
I served a copy of the within notice
on Castwood Realty & Coleman Weaver

By service on Leonard Prouski

TAYLOR WILKINS, Sheriff
to wit: By C. Sadhu S.S.

0
Sheriff district
Ten Cents per mile Total \$
TAYLOR WILKINS

RECEIVED

AUG 1 - 1973

Harold Taylor
Attorney

Returnable _____ day of _____ 19____

Issued _____ day of _____ 19____

Coleman Weaver

VS. } Garnishment On Judgment

Central Finance Co.

No. 10,524 1/2

Circuit Court, Baldwin County

Sadhu

The State of Alabama
BALDWIN COUNTY

No. 10,524

CIRCUIT COURT

To any Sheriff of the State of Alabama—GREETING:

You are hereby commanded, that of the goods and chattels, lands and tenements of _____

Central Finance Company _____, Plaintiff

you cause to be made the sum of \$10.50 _____ Dollars, costs of suit,

which _____, Defendant

recovered of the Plaintiff _____ for the use of the officers of said Court, on the 10th day of Sept., 1973

by the judgment of the Circuit Court, held for the County of BALDWIN, and have the same to render to the Clerk of said Court and make return of this writ and the execution thereof according to law.

Witness my hand, this 3rd day of December, 1973

Enice B. Blackburn _____, Clerk

CLERK'S FEES:	AMOUNT	SUMMARY OF FEES, COSTS AND JUDGMENT:	AMOUNT
1. Suits for \$100.00 or less.....	\$ 6.00	1. Clerk's Fees	6 00
2. Suits for over \$100.00 but less than \$1000	10.00	2. Ex-Clerk's Fees	4 58
3. Suits for \$1000.00 and over.....	20.00	3. Sheriff's Fees	4 50
4. Suits Detinue, ejectment, etc.....	10.00	4. Ex-Sheriff's Fees	
5. Suits not otherwise provided for.....	10.00	5. Trial Tax	
6. Appeal from Justice of Peace, etc.....	6.00	6. Court Reporter's Fee, per day	
7. Garnishment on Judgment, etc.....	6.00	7. Witness Fees	
8. Workmen's Compensation—Petition Settlement	10.00	8. Commissioner's Fees	
9. Appeals from State Dept. of Pub. Safety, etc.....	10.00	9. Garnishee's Fees	
10. Motion to sell real estate—J. P. levy.....	6.00	10. Publisher's Fees	
11. Mandamus, writ of prohibition, etc.....	15.00	11.	
12. Recording Executions—State Agencies.....	3.00	12.	
13. Copy of Record—per 100 words.....	.15	13. Clerk's Fees in Inferior Court	
14. Certifying Abstract in transcript.....	5.00	14. Sheriff's Fees in Inferior Court.....	
15. Record for Supreme—Appeals Ct. per 100 wds. ....	.15	15. Witness Fees in Inferior Court.....	
16. Additional copies Record—Appeals per 100 wds. ....	.05	16.	
17. Taking Appeal Bond .....	.75	17. Justice of Peace Fees.....	
18. Reporter's Transcript on Appeal.....	10.00	18. Constable's Fees	
19. Appeals Courts Concurrent Jurisdiction	15.00	19.	
20. Application—Habeas Corpus	6.00	20. Cost in Appealed Cases Docketed (Total).....	10 50
21.		TOTAL FEES AND COST	
22.		21.	
Total Clerk's Fees		22. Judgment	\$.
SHERIFF'S FEES:		23. 10% Damages	\$.
23. Serving summons and complaint	\$ 1.50	24. Interest	\$.
24. Levying attachment and return	6.25	TOTAL JUDGMENT	
25. Seizing personal property—Detinue	6.00	TOTAL FEES, COST AND JUDGMENT.....	
26. Approving bond, each	2.00		
27. Serving Garnishee—Writ	1.50		
28. Serving Sc' Fa. or notice	1.50		
29. Serving subpoena, each .....	.75		
30. Impanelling Jury .....	.75		
31. Serving Contempt Attachment	1.50		
32. Collecting execution for cost only.....	1.50		
33. Commissions on Execution			
34. Executing Writ of Possession, each	5.00		
35. Making Deed to Real Estate sold, each	2.50		
36. Mileage, each .....	.10		
37.			
38.			
Total Sheriff's Fees			

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT


CC Law 12-2M-12/71 APOA

THE STATE OF ALABAMA }
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, Notary Public in and for Mobile County
and State aforesaid William L. Howell
who being duly sworn, on oath says, that on the 17 day of October, 19 72
in the Circuit Court of Baldwin in Case No. 10,524 The Plaintiff
Central Finance Company
recovered a judgment against Coleman Weaver
the Defendant, whose address
is c/o Eastwood-Neely, Bay Minette, Ala.
for the sum of \$606.00 (Balance on Judgment)
Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect;
that Eastwood-Neely, Bay Minette, Alabama
whose address is Bay Minette, Alabama
is supposed to be indebted to or have effects of the said Coleman Weaver
in its possession or under its
control, and that he believes process of Garnishment against the said Eastwood Neely, Bay
Minette, Alabama
is necessary to obtain satisfaction of said Judgment.

Sworn to and subscribed this 8
day of March A.D., 19 74


Notary Public

FILED

MAR 13 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

6
3
19.50
9.

No. 10,524 1/2 A

CIRCUIT COURT

.....

Central Finance Company

vs.

Coleman Weaver

.....

**AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT**

.....

Filed in Office,

.....19.....

.....

Clerk.

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of
County, to-wit: On the 17 day of October, 1972, being a regular day of
said term, Central Finance Company

recovered judgment against Coleman Weaver

for the sum of \$606.00 (Balance on Judgment) 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:

Eastwood-Neely, Bay Minette, Ala.

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant Coleman Weaver 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

Eastwood-Neely, Bay Minette, Ala.

to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof,
Bay Minette
in the city of within 30 days from

the service of the garnishment, or at the making its answer, or at any time intervening the time of
serving the garnishment, and making the answer it was indebted to said defendant
Coleman Weaver and whether it will not be indebted in future to said defendant
Coleman Weaver by a contract then existing, and whether by a contract then existing it

is, or are, liable to said defendants for the delivery of personal property, or for the payment of money
which may be discharged by the delivery of personal property, or which is payable in personal proper-
ty, and whether it has not in its possession or under its
control money or effects belonging to the defendant, Coleman Weaver

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

Witness, Eunice B. Blackmon, Clerk

Clerk of said Court, this 13 day of March, A. D., 1974

Issued 13 day of March, A. D., 1974

ATTEST:

Eunice B. Blackmon Clerk

Sadhue

RECEIVED

MAR 14 1974

TAYLOR WILKINS
SHERIFF

By service on

on

I served a copy of the within

subpoena

Received

14

day of

March 1974

at

Eastwood Realty

John Palmer

TAYLOR WILKINS, Sheriff
BY *[Signature]* O.S.

CIRCUIT COURT, BALDWIN COUNTY

No. 10,524 1/2 A

Central Finance Company

VS.

GARNISHMENT ON JUDGMENT

Coleman Weaver

FILED

Issued MAR day of 1974 19

Returnable EUNICE B. BLACKMON day of CIRCUIT CLERK 19

WILLIAM L. HOWELL
LAWYERS

2204 FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602
AREA CODE (205) 438-2516

Attorney



April 30, 1974

Mrs. Eunice Blackmon,
Clerk of Circuit Court
Baldwin County
Alabama

RE: CASE NO. 10524½ A
GARNISHMENT ON JUDGEMENT
COLEMAN WEAVER

Dear Mrs. Blackmon:

To date we have withheld \$26.08 from the wages of Coleman Weaver for the week ending April 27, 1974. We will forward a check for this amount to Mr. William Howell on May 3, 1974 upon payment of this payroll.

In a separate letter to Mr. Howell I am requesting that payments be made on a monthly basis to facilitate our paperwork.

Please advise if we can be of further service to you.

Very truly yours,

John H. Palmer

John H. Palmer
Acting Controller

cc: Mr. William L. Howell

/h

send Bill

NOTICE OF GARNISHMENT

STATE OF ALABAMA

BALDWIN County

TO ..Coleman Weaver....., Defendant.....:

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

...Central Finance Company....., Plaintiff.....

versus ..Coleman Weaver....., Defendant.....

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

...Eastwood-Neely, Bay Minette, Ala.....

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

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

13 day of March, 1974

Emilee B. Blackmon
Clerk of the Circuit Court.

RECEIVED

MAR 14 1974

TAYLOR WILKINS
SHERIFF

Received 14 day of March 19 74
and on 10 day of April 19 74
I served a copy of the within Notice
on Coleman Weaver
By Coleman Weaver
Taylor Wilkins
D.A.

Sheriff claims.....

Ten Cents per page Total.....

TAYLOR WILKINS SHERIFF

#10,524 1/2 A

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWINCOUNTY, ALABAMA

TO

Coleman Weaver

Central Finance Company

Plaintiff.....

VS.

Coleman Weaver

Defendant.....

FILED

MAR 13 1974

JUNICE B. BLACKMON
CIRCUIT
CLERK

RELEASE OF GARNISHMENT

Circuit Court of Baldwin County, Alabama

RE: Central Finance Company vs. Plaintiff.

#10,524 1/2 A

Coleman Weaver Defendant.

To: Eastwood-Neeley GARNISHEE

I, Eunice B. Blackmon, Clerk of the Circuit Court of Baldwin County, Ala-
bama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has
been discharged.

Witness my hand, this the 19th day of April, 1976

Eunice B. Blackmon CLERK.

HOWELL & ROEBUCK

LAWYERS

SUITE 2204

FIRST NATIONAL BANK BLDG.

MOBILE, ALABAMA 36602

WILLIAM L. HOWELL
M. LLOYD ROEBUCK

April 19, 1976

TELEPHONE
205/438-2516

EUNICE B. BLACKMON, CLERK
BALDWIN COUNTY COURTHOUSE
BAYMINETTE, ALABAMA 36507

Re: Central Finance Company vs Coleman Weaver, Case #10,524½
Eastwood Neeley, Garnishee

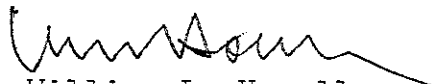
(PLEASE REFER TO ITEMS CHECKED BELOW)

Dear Sir:

1. (✓) Please discharge the garnishee in the above styled cause.
2. (✓) Please give the bearer of this letter a copy of the release.
3. () Please also send the garnishment release to the garnishee in the enclosed self-addressed, pre-metered envelope.
4. () Please furnish me with a Certificate of Judgment in the above case.
5. () Please issue a Certificate of Judgment and I would appreciate it if you would also record it in the Probate Court.
6. () Please issue an alias execution against the defendant. Also, please forward the enclosed letter to the Sheriff requesting a levy.
7. () Please (dismiss) (non-suit) the above case on motion of plaintiff.
8. () Please find my check enclosed in the amount of \$_____ to pay the court costs.
9. () Please send me your bill of costs.

REMARKS:

Sincerely yours,


William L. Howell

WLH:mp

WILLIAM L. HOWELL
LAWYERS

WILLIAM L. HOWELL
M. LLOYD ROEBUCK

2204 FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602
AREA CODE (205) 438-2516

May 10, 1976

Ms. Eunice B. Blackmon , Clerk
Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama 36507


Re: Case No. 10,524 1/2A Central Finance Company vs. Coleman Weaver,
Eastwood Neely, Garnishee

Dear Ms. Blackmon:

Please have the garnishment in the above styled case dismissed
as the defendant has made an agreement with our office. Also,
please send me your bill of costs.

Thank you for your attention and cooperation in this matter.

Very truly yours,


William L. Howell

WLH:bm