

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon WILMER E. BLACK, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against WILMER E. BLACK, Defendant by J. B. SHIVER, Plaintiff.

Witness my hand this 11 day of Oct., 1972.

Ernie B. Blackmon
CLERK

J. B. SHIVER	*	IN THE CIRCUIT COURT OF
PLAINTIFF	*	BALDWIN COUNTY, ALABAMA
VS	*	AT LAW.
WILMER E. BLACK	*	CASE NO. <u>10,642</u>
DEFENDANT	*	

-1-

The plaintiff claims of the defendant the sum of One Hundred Eighty-five (\$185.00) Dollars being the balance due and unpaid of a promissory waive note in the amount of Three Hundred Seventy-five (\$375.00) Dollars drawn by the defendant on the 7th day of April 1972 payable to the plaintiff herein in 37 installments of \$10.00 each and one installment of \$5.00, the first installment being due April 10, 1972 and each week thereafter until fully paid with the total unpaid amount becoming due on the failure of the defendant to pay any of the individual payments, and said payments not being paid by the said defendant as they matured that said note in the balance due of \$185.00 with interest thereon is still unpaid.

-2-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.

-3-

The plaintiff claims of the defendant the sum of Two Hundred (\$200.00) Dollars being the balance due and unpaid of a promissory waive note in the amount of Two Hundred (\$200.00) Dollars drawn by the defendant on the 5th day of August 1972

payable to the plaintiff herein in 20 installments of \$10.00 each, the first installment being due August 9, 1972 and each week thereafter until fully paid with the total unpaid amount becoming due on the failure of the defendant to pay any of the individual payments, and said payments not being paid by the said defendant as they matured that said note in the balance due of \$200.00 with interest thereon is still unpaid.

-4-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.


ATTORNEY FOR PLAINTIFF

Defendant may be served at:
House trailer near Wesley Hayles

FILED

OCT 11 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

Received 12 day of Oct, 1972
and on 16 day of Oct, 1972
I served a copy of the within St
on Wilmer E. Black
by service on _____

Sheriff claims 22 miles at
Ten Cents per mile Total \$ 2.20
TAYLOR WILKINS, Sheriff
BY Robert
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff
BY W. A. Robert
Palmer

C. J. Thompson

EUNICE B. BLACKMON
CLERK

OCT 11 1972

FILED

TAYLOR WILKINS
SHERIFF

OCT 12 1972

RECEIVED

rec.
Wilmer E. Black

J. B. Miller

10,642 67838

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greetings:

WHEREAS, at a regular..... Term, 19..... of the Circuit Court of Baldwin
County, to-wit: On the 21st day of November, 1972, being a regular day of
said term, J. B. Shiver

recovered judgment against Wilmer E. Black

for the sum of Four Hundred Fifty & 75/100 (\$450.75) Dollars, and cost of suit,
and affidavit having been made by C. LeNoir Thompson, Attorney for Plaintiff
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that
the following named persons or corporations, viz:

Hinote Gulf Service Station

D'Olive Street

Bay Minette, Alabama

has or believed to have in its possession, or under its control money
or effects belonging to said defendant Wilmer E. Black 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

Hinote Gulf Service Station

D'Olive Street

Bay Minette, 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 its answer, or at any time intervening the time of
serving the garnishment, and making the answer it was indebted to said defendant

Wilmer E. Black and whether Hinote Gulf Service Station will not be indebted in future to said defendant

Wilmer E. Black by a contract then existing, and whether by a contract then existing Hinote Gulf Service Station

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 Wilmer E. Black

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

EUNICE B. BLACKMON

Witness,, Clerk of said Court, this 5th day of October, A. D., 1973

Issued 5th day of October, A. D., 1973

ATTEST:

Eunice B. Blackmon Clerk

10,642 1/2

CIRCUIT COURT, BALDWIN COUNTY

No. 10,642 1/2

J. B. SHIVER

VS. } GARNISHMENT ON JUDGMENT

WILMER E. BLACK

Issued 5th day of October 1973

Returnable day of 19

G. L. Thompson

Attorney

Moore Printing Co. — Bay Minette, Ala

Received 8 day of Oct 73
and on 17 day of Oct 1973
I served a copy of the within writ
on Nimitz Chief Service Station

By service on Johnny Nimitz
TAYLOR WILKINS, Sheriff
By [Signature]

BY TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

Ten Cents per mile Total \$

Beverly claims miles at

OCT 8 1973

RECEIVED

STATE OF ALABAMA
Baldwin County

Circuit Court

10,642

Personally appeared before me, Eunice B. Blackmon, Clerk of the Circuit Court in and for Baldwin County and State aforesaid C. LeNoir Thompson who being duly sworn, on oath says, that a regular Term of the Circuit Court of Baldwin County, to-wit: on the 21st day of November 1972, J. B. Shiver recovered a judgment against Wilmer E. Black for the sum of Four Hundred Fifty & 75/100 (\$450.75)- Dollars besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that Hinote Gulf Service Station supposed to be indebted to or have effects of the said Wilmer E. Black in its possession, or under its Control, and that he believes process of Garnishment against said Hinote Gulf Service Station is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 5th

day of October A. D. 1973

Eunice B. Blackmon

Clerk EUNICE B. BLACKMON CIRCUIT CLERK

FILED

OCT 5 1973

STATE OF ALABAMA

Baldwin County

}

TO Wilmer E. Black

Defendant.....;

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

J. E. Shiver

Plaintiff.....

versus

Wilmer E. Black

Defendant.....

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

Kinote Gulf Service Station

has been named as Garnishee.....

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

.....day of, 19.....

.....
Clerk of the Circuit Court.

11 100 95

T

188.00
75.00 -
113.00 T

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greetings:

WHEREAS, at a regular..... Term, 19..... of the Circuit Court of Baldwin
County, to-wit: On the 21st day of November, 1972, being a regular day of
said term, J. B. Shiver

recovered judgment against Wilmer E. Black

for the sum of Four Hundred Fifty & 75/100 (\$450.75) Dollars, and cost of suit,
and affidavit having been made by G. LeNoir Thompson, Attorney for Plaintiff
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that
the following named persons or corporations, viz:

Minote Gulf Service Station

D'Olive Street

Bay Minette, Alabama

has or believed to have in its possession, or under its control money
or effects belonging to said defendant Wilmer E. Black 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

Minote Gulf Service Station

D'Olive Street

Bay Minette, 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 its answer, or at any time intervening the time of
serving the garnishment, and making the answer it was indebted to said defendant

Wilmer E. Black Minote Gulf Service Station and whether will not be indebted in future to said defendant

Wilmer E. Black by a contract then existing, and whether by a contract then existing Minote Gulf Service Station

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 Wilmer E. Black

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

Witness, Clerk of said Court, this..... day of....., A. D., 19.....

Issued.....day of..... A. D., 19.....

ATTEST:

Clerk