


MERCHANTS ADJUSTMENT SERVICE, INC.)	IN THE CIRCUIT COURT OF
Plaintiff	BALDWIN COUNTY, ALABAMA
VS	
ARCLE WARD	AT LAW
Defendant	CASE NO. <u>10,645</u>

Plaintiff claims of the defendant NINETY-THREE and no/100 (\$93.00) DOLLARS, money due by promissory note made by him on the 18th day of August, 1972, Defendant failed to pay said note according to its terms. By said note, defendant waived all right of exemption and agreed to pay a reasonable attorney's fee which is claimed.


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

Serve the defendant at:

128 Cedar Dr., Daphne, Ala.


Emp: Wards Egg Farm, Belforest Rd., Daphne, Ala.

STATE OF ALABAMA)
)
 BALDWIN COUNTY)

TO ANY SHERIFF IN THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons Arcle Ward, 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 12th day of Oct, 1972.


 CLERK

FILED

OCT 12 1972

EUNICE B. BLACKMON CIRCUIT CLERK

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,645

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Arcle Ward

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.....

Arcle Ward

Defendant.....

by Merchants Adjustment Service, Inc.

Plaintiff.....

witness my hand this 12th day of October 1972

Ernie B. Blackburn Clerk

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MERCHANTS ADJUSTMENT SERVICE, INC.

Plaintiffs

VS.

ARCLE WARD

Defendants

SUMMONS AND COMPLAINT

Filed October 12th 19.72

Eunice B. Blackmon Clerk

William L. Howell
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED
Received in Office

OCT 13 1972 19.....

TAYLOR WILKINS Sheriff

I have executed this summons

this 10-18 1972

by leaving a copy with

Arclle Ward

Sheriff claims 34 miles at
110n Cents per mile Total \$ 5.60
TAYLOR WILKINS Sheriff
BY [Signature] Deputy Sheriff

Taylor Wilkins Sheriff

Donald P. Johnson Deputy Sheriff

Serve in Daphne

WILLIAM L. HOWELL

Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

November 28, 1972

TELEPHONE
AREA CODE 205
438-2516

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

Re: Merchants Adjustment Service, Inc. vs Arcle Ward
Case No. 10,645

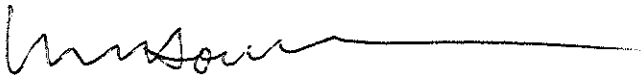
Dear Judge Mashburn:

Please enter a default judgment in the above styled matter
in the sum of \$75.86. A breakdown of the computation of
the judgment is as follows:

Principal. . . . .	.\$93.00
Attorney Fee . . . . .	.\$31.00
Interest . . . . .	.\$ 1.86
Minus three (3) payments . . .	.\$50.00
Total	\$75.86

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

3.00 MOBILE, ALA., August 18th 1972

VALUE RECEIVED & PROMISE TO PAY TO THE ORDER OF
Merchants Adjustment Service

MOBILE, ALABAMA, OR AS
OTHERWISE INSTRUCTED.

Three Dollars & $\frac{00}{100}$ DOLLARS

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

SCHEDULE OF PAYMENTS

\$.....
\$ 5.00 Each Week
\$.....
\$ Beginning 8-25-72
\$.....
\$ And 5.00 Each
\$.....
\$ Week Thereafter
\$.....
\$ Until Paid in full
\$.....
\$.....
\$.....
\$.....
\$.....

SIGNATURE

ADDRESS

PHONE

EMPLOYED BY

ADDRESS

PHONE

(Seal)


(Seal)

MERCHANTS ADJUSTMENT SERVICE, INC.	)	IN THE CIRCUIT COURT OF
)	
Plaintiff	)	BALDWIN COUNTY, ALABAMA
)	
VS	)	AT LAW
)	
ARCLE WARD)	
)	
Defendant	)	CASE NO. 10,645

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto Your Honor that the defendant in the above styled cause was served with process on October 18, 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 SEVENTY-FIVE and 86/100 (\$75.86) DOLLARS.

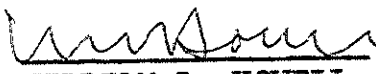

 WILLIAM L. HOWELL
 Attorney for Plaintiff
 2204 First National Bank Bldg.
 Mobile, Alabama 36602

MERCHANTS ADJUSTMENT SERVICE, INC.	)	IN THE CIRCUIT COURT OF
)	
Plaintiff	)	BALDWIN COUNTY, ALABAMA
)	
VS	)	AT LAW
)	
ARCLE WARD)	
)	
Defendant	)	CASE NO. 10,645

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto Your Honor that the defendant in the above styled cause was served with process on October 18, 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 SEVENTY-FIVE and 86/100 (\$75.86) DOLLARS.


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

WILLIAM L. HOWELL
Attorney at Law

March 13, 1973

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

TELEPHONE
AREA CODE 205
438-2516

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


Re: Case # 10645 and 10,645 1/2 Merchants Adjustment vs Arcle
Ward, Garnishee Ward's Poultry Farm

Dear Ms. Blackmon:

This is to advise that the Judgment of \$75.86 and all costs of court
have been satisfied in the above styled matter.

Thank you for your cooperation and assistance, and with warmest
personal regards, I am,

Very truly yours,


William L. Howell

WLH:mp

WILLIAM L. HOWELL

Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

October 11, 1972

TELEPHONE
AREA CODE 205
438-2516

10,645
Ms. Eunice B. Blackmon
Clerk of Circuit Court
Baldwin County Court House
Bay Minette, Alabama


Re: Merchants Adjustment Service, Inc. vs Arcle Ward

Dear Ms. Blackmon:

Please advise me at your earliest convenience as to the case number and the date of service of process on the above styled cause.

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

Very truly yours,


William L. Howell

WLH:gd

Encl:

October 11, 1972

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

Re: Merchants Adjustment Service, Inc. vs Arcle Ward

Dear Ms. Blackmon:

Please advise me at your earliest convenience as to the case number and the date of service of process on the above styled cause.

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

Very truly yours,



William L. Howell

WLH:gd

Encl:

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY
~~XXXXXX~~ TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 29th day of November, 1972, being a regular day of said term, Merchants Adjustment Service, Inc.

recovered judgment against Arcle Ward

for the sum of Seventy-five and 86/100 (\$75.86) Dollars, and cost of suit, and affidavit having been made by William L. Howell, 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, vis:

WARD'S POULTRY FARM BELFOREST ROAD, DAPHNE, ALA.

has or is believed to have in its possession, or under its control money or effects belonging to said defendant Arcle Ward 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 EM WARD'S POULTRY FARM BELFOREST ROAD, DAPHNE,

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 Arcle Ward and whether it will not be indebted in future to said defendant Arcle Ward 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 Arcle Ward

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

EUNICE B. BLACKMON
Witness, ~~Assistant Clerk~~ Clerk of said Court, this 4th day of January, A. D., 1973.
Issued 4th day of January, A. D., 1973.

ATTEST:
Eunice B. Blackmon Clerk.

Received 4 day of Jan 1973
and on 8 day of July 1973
I served a copy of the within Writ
on Ward Poultry Farm

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
By J. Hepps
DEPUTY SHERIFF

By service on Mrs. Arden Ward (Sec)
Ward Poultry Farm
TAYLOR WILKINS, Sheriff
By J. Hepps D. S.

CIRCUIT COURT, BALDWIN COUNTY

No. 10,645

MERCHANTS ADJUSTMENT SERVICE, INC.

VS.

GARNISHMENT ON JUDGMENT

ARCIE WARD,

WARD'S POULTRY FARM Belforest Rd., Daphne

Issued 4th day of Jan. 1973

Returnable day of 1973

RECEIVED

JAN 4 1973

TAYLOR WILKINS
SHERIFF

William L. Howell

Attorney

Moore Printing Company, Bay Minette, Alabama

STATE OF ALABAMA

Baldwin County

TO ARCLE WARD Defendant.....;

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

MERCHANTS ADJUSTMENT SERVICE, INC. Plaintiff.....versus ARCLE WARD Defendant.....

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

WARD'S POULTRY FARM BELFOREST ROAD DAPHNE, ALA

have been named as Garnishee.....

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

4th day of January 19 73


Clerk of the Circuit Court.

Received 4 day of Jan 1923
and on 12 day of Jan 1923
I served a copy of the within Notice
on Arcle Ward
By service on Arcle Ward

TAYLOR WILKINS, Sheriff

By JHEPP D. S.

Sheriff claims 54 miles at
Ten Cents per mile Total \$ 5.40
TAYLOR WILKINS, Sheriff
BY JHEPP
DEPUTY SHERIFF

CASE NO. 10,645³

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

ARCIE WARD

MERCHANTS ADJUSTMENT SERVICE,

RECEIVED Plaintiff....

JAN 18 1923

TAYLOR WILKINS
ARCIE WARD SHERIFF

Defendant....

WILLIAM J. HOWELL, ATTY.

126-1034
4734 S. I. NG/251 DE DUE
by

AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT

10,645 1/2

THE STATE OF ALABAMA }
MOBILE COUNTY
BALDWIN

CIRCUIT COURT

Notary Public

Personally appeared before me, ~~John E. Mendenhall, Clerk of the Circuit Court~~ and for Mobile Countyand State aforesaid William L. Howellwho being duly sworn, on oath says, that on the 29 day of November, 19 72in the Circuit Court of Baldwin County, in Case No. 10,645 The PlaintiffMerchants Adjustment Service, Inc.recovered a judgment against Arcle Wardthe Defendant, whose address
is c/o Ward's Poultry Farm, Belforest Rd., Daphne, Ala.for the sum of SEVENTY-FIVE and 86/100 (\$75.86)

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

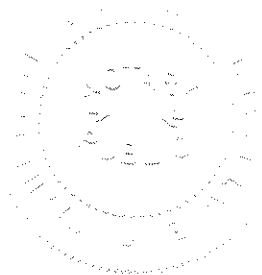
that Ward's Poultry Farmwhose address is Belforest Rd., Daphne, Ala.is supposed to be indebted to or have effects of the said Arcle Wardin its possession or under its
control, and that he believes process of Garnishment against the said Ward's Poultry Farm
Belforest Rd., Daphne, Ala.

is necessary to obtain satisfaction of said Judgment.

Sworn to and subscribed this 3rdday of January A.D., 19 73Mayne D. Pruitt
Notary Public

Clerk

My Commission Expires Jan. 28, 1975



No.....

CIRCUIT COURT

.....

Merchants Adjustment Service, Inc.

vs.

Arcle Ward
c/o Ward's Poultry Farm
Belforest Road
Daphne, Alabama

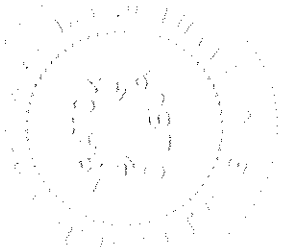
.....

**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 E. Moxley, 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 29 day of November, 19 72
Baldwin
in the Circuit Court of ~~Mobile~~ County, in Case No. 10,645 The Plaintiff

Merchants Adjustment Service, Inc.

recovered a judgment against Arcle Ward

the Defendant, whose address
is c/o Ward's Poultry Farm, Belforest Rd., Daphne, Ala.

for the sum of SEVENTY-FIVE and 86/100 (\$75.86)

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

that Ward's Poultry Farm

whose address is Belforest Rd., Daphne, Ala.

is supposed to be indebted to or have effects of the said Arcle Ward

in its possession or under its

control, and that he believes process of Garnishment against the said Ward's Poultry Farm

Belforest Rd., Daphne, Ala.

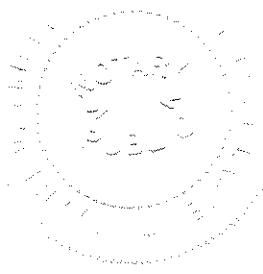
is necessary to obtain satisfaction of said Judgment.

Sworn to and subscribed this 3rd

day of January A.D., 19 73


Notary Public ~~Clerk~~

My Commission Expires Jan. 28, 1975



No.....

CIRCUIT COURT

.....
Merchants Adjustment Service, In

vs.

Arcle Ward
c/o Ward's Poultry Farm
Belforest Road
Daphne, Alabama

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

.....
Filed in Office,

.....19.....

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

