

AUTO OUTLET, INC., a
corporation,

Plaintiff,

vs.

GRADY C. SEALE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
CIVIL DIVISION

NO.

2210

COUNT ONE

Plaintiff claims of the Defendant the sum of, to-wit, ONE HUNDRED SEVENTY AND 00/100 (\$170.00) DOLLARS damages, for the breach of a written agreement entered into by the Defendant on, to-wit, the 16th day of June, 1953, by which he promised to pay to the Plaintiff the sum of Thirty-two and 50/100 (\$32.50) Dollars, commencing on the 11th day of July, 1953, and continuing on the 11th day of each month thereafter until the sum of ONE HUNDRED NINETY-FIVE AND 00/100 (\$195.00) DOLLARS had been paid for the purchase of an automobile; said written instrument provided that in the event of a default in said payments, the entire amount would then become due, and the Plaintiff could seize said automobile and sell same at a public or private sale, with or without advertisement, with or without notice to the Defendant, and apply the proceeds of said sale to the remainder due under the said written instrument, and in the event of a deficiency the Defendant agreed to pay the deficiency.

Plaintiff alleges that the Defendant defaulted in said written instrument in that he failed make the payments provided for therein, leaving a balance of principal due of, to-wit, ONE HUNDRED NINETY-FIVE AND 00/100 (\$195.00) DOLLARS; that the automobile mentioned therein was seized and sold and that the sum of Twenty-five and 00/100 (\$25.00) Dollars was received for the automobile, which sum the Plaintiff alleges was the reasonable market value of the automobile at the time of the seizure and at the time of the sale, and that after applying the amount received from the sale of the said automobile to the balance due under the said written instrument, a balance of ONE HUNDRED SEVENTY AND 00/100 (\$170.00) DOLLARS remains due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said written instrument.

Plaintiff claims the additional sum of Thirty-four and 00/100 (\$34.00) Dollars as a reasonable attorney's fee, averring that Thirty-four and 00/100 (\$34.00) Dollars is a reasonable attorney's fee, as is provided for in said written instrument.

COUNT TWO

Plaintiff claims of the Defendant the sum of, to-wit, ONE HUNDRED SEVENTY AND 00/100 (\$170.00) DOLLARS, due by promissory note executed by the Defendant on, to-wit, the 16th day of June, 1953, which sum of money with interest thereon is now due and unpaid.

Plaintiff claims the benefit of a waiver of personal property exemption contained in said promissory note.

Plaintiff claims the additional sum of Thirty-four and 00/100 (\$34.00) Dollars as a reasonable attorney's fee, averring that Thirty-four and 00/100 (\$34.00) Dollars is a reasonable attorney's fee, as is provided for in said promissory note.


Attorney for Plaintiff

Defendant's Address:

Route 1, Bell Forest
Daphne, Alabama

3-10-1960
20000 10 10000 10 10000

10000 10 10000 10 10000

MS 221D

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. 2210

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

Grady C. Seale

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

Grady C. Seale, Defendant

by *Auto Outlet, Inc. a Corp -*, Plaintiff

Witness my hand this *15th* day of *March* 19 *54*
Amie Seale, Clerk

No. 2210

Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

Auto Outfit Inc

Plaintiffs

vs.

Grady C. Seale

Defendants

Summons and Complaint

Filed

3-15

19 54

Chief Clerk

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Mar 15 19 54

Taylor W. Walker Sheriff

I have executed this summons

this 21 June 19 54

by leaving a copy with

Grady C. Seale

Taylor W. Walker Sheriff

Blough Stubbins Deputy Sheriff

STATE OF ALABAMA:

COUNTY OF MOBILE:

Auto Outlet, Inc. PLAINTIFF

Grady C. Seale DEFENDANT

VS:

ALABAMA DRY DOCK & SHIPBUILDING COMPANY, Garnishees:

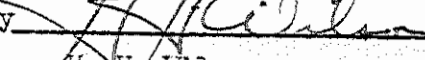
Before the Circuit (Baldwin County)
Court of ~~MOBILE~~ in and for said County and State:
Baldwin County

And now comes the Alabama Dry Dock and Shipbuilding Company, through
and by H. H. Wilson its agent duly authorized by it to make
this answer, and for answer to the garnishment in this cause says:

In accordance with the new Garnishment Law we are in process of
collecting and have not had the necessary time to accumulate a sum equal
the amount shown as due by the court.


The above named defendant is now on Temporary Lay off due to slack work
in his department, and on receipt of Garnishment he had a balance due of
\$1.51, which we are holding.

ALABAMA DRY DOCK & SHIPBUILDING CO.

By  Agent.
H. H. Wilson

Subscribed and sworn to before me, this

19th day of January 19 55


Notary Public, Mobile County,
Alabama.

refer to our # 627

2210 1/2

Auto Outlets
V3
Grady Seal

RECEIVED
JAN 25 1955

JAN 25 1955

FILED

JAN 25 1955

ALICE J. BUCK, Clerk

12

RECEIVED

JAN 25 1955

AUTO OUTLET, INC., A
Corporation,

Plaintiff,

VS.

GRADY C. SEALE, *284*
M

Defendant,

ALABAMA DRY DOCKS AND SHIP-
BUILDING CORPORATION, - a
Corporation, *H. H. Wilson*

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS, James R. Owen has made affidavit, as required by law, that Auto Outlet, Inc., a Corporation, at the September 9, 1954, term of the Circuit Court of Baldwin County recovered a judgment against Grady C. Seale for the sum of \$204.00 and the further sum of \$12.15 costs of court; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Alabama Dry Docks and Shipbuilding Corporation, a Corporation, has, or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it is believed to be indebted to the defendant, or to be liable to him on a contract of the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

These are therefore to command you, that you summon the said Alabama Dry Docks and Shipbuilding Corporation, a Corporation to be and appear at the next term of Circuit Court of Baldwin County to be held for said County, within 30 days after the service of this Writ of Garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control any money or effects belonging to the defendant; and whether it is indebted to said defendant, or is liable to him on any contract for the payment of money or 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.

WITNESS my hand on this the 20 day of December, 1954.

FILED

12-20-54

ALICE J. DUCK, Clerk

Alice J. Duck
Clerk

NO 2210 1/2 273

1090

[Handwritten signature]

Received 20 day of Dec 1954
and on 28th day of Dec
I served a copy of the within Gahrn
on Ala. Dry Dock &
Ship Building Co
By service on H. K. Wilson
paymaster
G. W. Mortimer

FILED

12-20-54
ALICE J. DUCK, Clerk

AUTO OUTLET, INC., A
Corporation,

Plaintiff,

VS.

GRADY C. SEALE,

Defendant,

ALABAMA DRY DOCKS AND SHIP-
BUILDING CORPORATION, a
Corporation,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to notify Grady C. Seale that
on the 20th day of December, 1954, a Writ of Garnishment in the
above styled case was issued to Alabama Dry Docks and Shipbuilding
Corporation, a Corporation, as Garnishee.

And you will return this writ according to law.

WITNESS my hand on this 20th day of December, 1954.

FILED

12-20-54

ALICE J. DUCK, Clerk

Alice J. Duck
Clerk

no 22-184

Received 20 day of Dec 1955
and on 3 day of Jan 1955

I served a copy of the within
on Grady C. Seal

By service on

TAYLOR WILKINS, Sheriff
By Edleigh Steadham

FILED

12-20-54

ALICE L. BUCK, Clerk

AUTO OUTLET, INC., A
Corporation,

Plaintiff,

VS.

GRADY C. SEALE,

Defendant,

ALABAMA DRY DOCKS AND SHIP-
BUILDING CORPORATION, a
Corporation,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

STATE OF ALABAMA)
*
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared James R. Owen, who first being duly and legally sworn deposes and says that at the September 9, 1954, term of the Circuit Court of Baldwin County, Alabama, Auto Outlet, Inc., a Corporation recovered a Judgment against Grady C. Seale for the sum of \$204.00 and the further sum of \$12.15 costs of court and that he believes that the process of garnishment is necessary to obtain satisfaction of said judgment, and that Alabama Dry Docks and Shipbuilding Corporation, a Corporation, has or is believed to have in its possession or under its control money or effects belonging to the defendant, or that it is believed to be indebted to the defendant, or to be liable to the defendant 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.

Sworn to and subscribed before me on
this the 20th day of December, 1954.

Alice J. Duck
Clerk of the Circuit Court of Baldwin
County, Alabama.

FILED

12-20-54

ALICE J. DUCK, Clerk

no 2210 1/2

FILED

12-20-54

ALICE J. DUCK, Clerk

January 21, 1955

Hon. James R. Owen
Bay Minette, Ala.

Dear Sir:

Re: Auto Outlet vs. Grady C. Seale

The Alabama Dry Dock & Shipbuilding Co. has answered the garnishment served on them that the above named defendant is on Temporary Lay-off and balance due him is \$1.50.

Very truly yours,

Clerk

AJD/bc

COPY