

2642

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared C. L. WHITE, who, after being by me first duly and legally sworn, deposes and says:

That he is President of the Baldwin County Bank, a corporation, and as such officer is duly authorized to make this affidavit for and on behalf of the said corporation; that Haggard R. Williams is indebted to the Baldwin County Bank, a corporation, in the sum of One Hundred Dollars (\$100) and interest, for the recovery of which it has commenced suit by summons and complaint, which is now pending in the Circuit Court of Baldwin County, Alabama, Law Side, against the said Haggard R. Williams, who is also known as H. R. Williams, and that it believes that the process of garnishment against the First National Bank, Bay Minette, Alabama, is necessary to obtain satisfaction of the said indebtedness, and that the said First National Bank is supposed to be indebted to or have effects of the said defendant in its possession or under its control.

C. L. White

Sworn to and subscribed before me on this the 24th day of June, 1955.

Mary Lou Blackburn
Notary Public, Baldwin County, Alabama

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Haggard R. Williams to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said county at the place of holding same, then and there to answer the complaint of the Baldwin County Bank, a corporation.

WITNESS my hand this 24 day of June, 1955.

Reine J. Blum
Clerk of the Circuit Court.

* * * * *

BALDWIN COUNTY BANK,
A corporation,

Plaintiff,

VS.

HAGGARD R. WILLIAMS,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Plaintiff claims of the defendant the sum of One Hundred Dollars (\$100) due on a promissory waive note made by the defendant on the 25th day of January, 1954, and payable to the plaintiff in two monthly installments, the first of which became due on February 25, 1954, and the second on March 25, 1954, which note is the property of the plaintiff and, together with the interest thereon, is still due and unpaid. Plaintiff avers that in and by the terms of the said note the defendant waived all rights of personal property exemption as to this debt and agreed to pay a reasonable attorney's fee for the collection of same, which attorney's fee the plaintiff alleges to be \$25.00 and which it herewith claims.

J. B. Blackburn
Attorney for plaintiff.

BALDWIN COUNTY BANK
A corporation,

VS.

Plaintiff,

HAGGARD R. WILLIAMS,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

WRIT OF GARNISHMENT

STATE OF ALABAMA)

BALDWIN COUNTY)

TO ANY SHERIFF OF THE SAID STATE, GREETING:

WHEREAS, on the 24th day of June, 1955, the Baldwin County Bank, a corporation, filed a complaint in the Circuit Court of Baldwin County, Alabama, claiming of Haggard R. Williams, also known as H. R. Williams, the sum of One Hundred Dollars (\$100), interest and attorney's fees, on which a summons has issued and the said Baldwin County Bank, by its agent, having made affidavit that the First National Bank, Bay Minette, Alabama, is supposed to be indebted to or have in its possession or under its control goods, effects or things in action belonging to the said defendant, and that it believes the process of garnishment against the said First National Bank is necessary to obtain satisfaction of said claim.

You are, therefore, hereby commanded to summon the First National Bank, Bay Minette, Alabama, a National Banking Association, to be and appear before the Circuit Court of Baldwin County, Alabama, Law Side, within thirty (30) days, as required by law, then and there to answer on oath whether it was indebted to the above named defendant at the time of the service of the garnishment in the foregoing stated cause, or at the time of making its answer thereto, and in what sum or sums; and whether it will not be indebted in the future to the said defendant by a contract then existing or at the time of the service of this summons; and whether it has in its possession or under its control real or personal property or things in action belonging to the said Haggard R. Williams, also known as H. R. Williams, defendant.

Herein fail not and have you then and there this writ.

WITNESS my hand and seal on this the 24th day of June,
1955.

Reverend J. H. H. H.
Clerk of the Circuit Court.

2642 ✓

WRIT OF GARNISHMENT

Received 24 day of June 1955
and on 30 day of June 1955

ser. a copy of the within subit
on First National Bank

By service on Frank Earle, Pres.

TAYLOR WILKINS, Sheriff

By J. H. Hawn D. S.

BALDWIN COUNTY BANK, a corporation,

Plaintiff,

VS..

HAGGARD R. WILLIAMS,

Defendant.

FIRST NATIONAL BANK, BAY MINETTE,
ALABAMA,

Garnishee.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2642

FILED

JUN 24 1955

ALICE J. DUCK, Clerk

GARNISHMENT BOND

STATE OF ALABAMA)
*
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That the Baldwin County Bank, a corporation, as Principal, and the undersigned, as sureties, are held and firmly bound unto Haggard R. Williams, who is also known as H. R. Williams, in the sum of Two Hundred Fifty Dollars (\$250), for the payment of which well and truly to be made the principal binds itself, its successors and assigns, and the sureties bind themselves, their heirs, executors and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this 24th day of June, 1955.

The condition of the above obligation is such that, Whereas, the above bound Baldwin County Bank, a corporation, has brought a suit now pending against the said Haggard R. Williams in the Circuit Court of Baldwin County, Alabama, to recover of the said Haggard R. Williams the sum of One Hundred Dollars (\$100), interest and attorney's fees, and has this day prayed that a writ of garnishment issue to the First National Bank, Bay Minette, Alabama, to answer what it is indebted to or what effects of the said defendant it has in its possession or under its control, and the said plaintiff, by its agent, having made oath and entered into this bond as required by law, has obtained said writ of garnishment returnable at the next term of the said court.

Now, if the said plaintiff shall prosecute its said suit to effect and pay the defendant all such damages as he may sustain by the wrongful or vexatious suing out of said garnishment, then this obligation to be void, otherwise to remain in full force and effect.

BALDWIN COUNTY BANK
A corporation, (SEAL)

By *C. E. White*
As its President.

C. E. White (SEAL)

J. M. West (SEAL)

Taken and approved on this the
_____ day of June, 1955.

Clerk of the Circuit Court of
Baldwin County, Alabama.