

Notice of Levy on Real Estate

The American National Bank Plaintiff,
& Trust Company of Mobile

vs.

Baldwin County Circuit Court

A. D. Allen Defendant

To W. R. Stuart Judge of Probate, Baldwin County, Alabama:

Notice is hereby given that under a Writ of Attachment

issued in favor of the Plaintiff in above entitled cause, I have levied on the following described property of said Defendants, described as follows, viz :

Lots Fourteen (14), Fifteen (15) and Sixteen (16),

Block Four (4), Airey Heights, Subdivision in

Fairhope, Ala.; Also, a strip of land between the

North end of Lot Fourteen (14) Block Four (4) of

Airey Heights and Perdido Avenue in Volanta, 13 1/2 feet.

STATE OF ALABAMA, BALDWIN COUNTY

Filed 12-7-55 8A M

Recorded back page

1 M. R. Stuart
Judge of Probate

The above described Real Estate being in Baldwin County, Alabama

Given under my hand this 7th day of December 1955

[Signature]
Sheriff of Baldwin County, Alabama

MRS. DUCK:

HAPPY NEW YEAR! ! ! !

One of the attached notices (Attachment Notice) must be published in the Fairhope Courier once a week for three consecutive weeks; and the other must be mailed to the non-resident defendant at his address; Boriana Mine, Kingman, Arizona. See Title 7, Section 852. Please send the notice by Registered Mail with Return Receipt Requested and marked "for delivery only to the person to whom addressed". I would suggest that you send Mr. Allen the typed copy.

Thank you,

M. J. ...

P.S. - I just noticed the note in the file that "notice mailed 12-22-55" - if so - just publish if that has not been done

M. J. ...

The State of Alabama, {
Baldwin County

No. _____

CIRCUIT COURT

Term, 19____

The American National Bank
& Trust Company, a corporation

PLAINTIFFS

vs.

ATTACHMENT

A. D. Allen

DEFENDANTS

WHEREAS, The American National Bank & Trust Company, a corporation
as Plaintiff in said cause, has obtained an Attachment out of this Court, issued the 2nd
day of December 1955, against the estate of the said defendant A. D. Allen

which Attachment has been levied upon the following described real property situated
in Baldwin County, Alabama, as the property of the said defendant, to-wit:

Lots Fourteen (14), Fifteen (15) and Sixteen (16),
Block Four (4), Airey Heights, Subdivision
in Fairhope, Alabama, ALSO, a strip of
land between the North end of Lot Fourteen
(14), Block Four (4) of Airey Heights
and Perdido Avenue in Volanta, 13 1/2 feet.

and whereas, it appears that the said A. D. Allen

Defendant as aforesaid is a non-resident of the State of Alabama residing in
Kingman, Arizona

NOW, THEREFORE, the said A. D. Allen
wherever he may reside is hereby notified of the levy and pendency of said Attachment.

Witness my hand, this 2nd day of January, 1956

Clerk

No. _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT

Plaintiffs

vs.

Defendants

**NOTICE TO NON-RESIDENTS
OF ATTACHMENT**

Issued _____, 19____

Clerk.

The State of Alabama, }
Baldwin County

No. _____

CIRCUIT COURT

JANUARY

Term, 19 56

THE AMERICAN NATIONAL BANK & TRUST

COMPANY, a corporation

PLAINTIFFS

vs.

A.D. ALLEN

ATTACHMENT

DEFENDANTS

WHEREAS, The American National Bank & Trust Company, a corporation,

as Plaintiff in said cause, has obtained an Attachment out of this Court, issued the 2nd.

day of December 19 55, against the estate of the said defendant A.D. ALLEN

which Attachment has been levied upon the following described real property situated in Baldwin County, Alabama,

as the property of the said defendant, to-wit:

Lots Fourteen (14), Fifteen (15) and Sixteen (16),

Block Four (4), Airey Heights Subdivision in

Fairhope, Alabama; ALSO, a strip of land between the

North end of Lot Fourteen (14), Block Four (4) of

Airey Heights and Perdido Avenue in Volanta,

13½ feet.

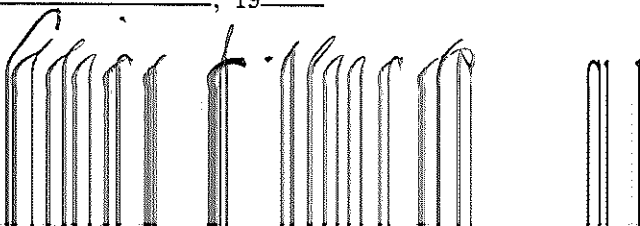
and whereas, it appears that the said A.D. ALLEN

Defendant as aforesaid is a non-resident of the State of Alabama residing in Kingman, Arizona, (Boriana Mine)

NOW, THEREFORE, the said A.D. Allen

wherever he may reside is hereby notified of the levy and pendency of said Attachment.

Witness my hand, this 2nd. day of January, 19 56



The State of Alabama, {
Baldwin County

No. _____

CIRCUIT COURT

JANUARY

Term, 19 56

THE AMERICAN NATIONAL BANK & TRUST

COMPANY, a corporation

PLAINTIFFS

vs.

A.D. ALLEN

ATTACHMENT

DEFENDANTS

WHEREAS, The American National Bank & Trust Company, a corporation,

as Plaintiff in said cause, has obtained an Attachment out of this Court, issued the 2nd.

day of December 19 55, against the estate of the said defendant A.D. ALLEN

which Attachment has been levied upon the following described real property situated in Baldwin County, Alabama,

as the property of the said defendant, to-wit:

Lots Fourteen (14), Fifteen (15) and Sixteen (16),

Block Four (4), Airey Heights Subdivision in

Fairhope, Alabama; ALSO, a strip of land between the

North end of Lot Fourteen (14), Block Four (4) of

Airey Heights and Perdido Avenue in Volanta,

13½ feet.

and whereas, it appears that the said A.D. ALLEN

Defendant as aforesaid is a non-resident of the State of Alabama residing in Kingman, Arizona, (Boriana Mine)

NOW, THEREFORE, the said A.D. Allen

wherever he may reside is hereby notified of the levy and pendency of said Attachment.

Witness my hand, this 2nd. day of January, 19 56

Clerk

THE AMERICAN NATIONAL BANK &
TRUST COMPANY, A Corporation,

Plaintiff,

vs.

A. D. ALLEN,

Defendant.

I
I
I IN THE CIRCUIT COURT OF
I
I BALDWIN COUNTY, ALABAMA
I
I AT LAW.
I

ATTACHMENT AFFIDAVIT

Before me, G. Mac Humphries, a Notary Public, in and for Baldwin County, in the State of Alabama, personally appeared Norborne C. Stone, who is known to me and who after being by me first duly and legally sworn did depose and say under oath as follows:

That his name is Norborne C. Stone and that he is a member of the firm of Chason & Stone, Attorneys at Law, Bay Minette, Alabama, and is one of the attorneys of record for the Plaintiff in the above styled cause now pending in the Circuit Court of Baldwin County, Alabama, At Law. That the amount of the debt or demand of the Plaintiff in said cause against the Defendant is Three Hundred Sixty-five Dollars (\$365.00) together with interest thereon from March 19, 1954, and the further sum of One Hundred Dollars (\$100.00) as attorney's fee which the Defendant agreed to pay in and by the terms of the note therein sued on. That said debt or demand is justly due and that the Defendant resides out of the State of Alabama. That neither this affidavit nor the attachment based thereon is sued out for the purpose of vexing or harassing the Defendant. That the Plaintiff in the above styled cause has elected and does hereby elect that the attachment writ be issued without a bond being given.

Dated this 2nd day of December, 1955.

Norborne C. Stone
Norborne C. Stone

Sworn to and subscribed before
me this 2nd day of December, 1955.

G. Mac Humphries
Notary Public, Baldwin County, Ala.

ATTACHMENT

The State of Alabama, {
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, The American National Bank & Trust Company of Mobile,

by Norborne C. Stone, its attorney of record

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that

A. D. Allen

is justly indebted to the Plaintiff The American National Bank & Trust Company
of Mobile

in the sum of Four Hundred and Sixty-five----- Dollars, and

Norborne C. Stone having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

A. D. Allen

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said County;

County, on Monday of 19--55--

when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 3 day of December A. D., 1955.

Alice J. Duck Clerk.

Returned 21 day of Dec 1955
Not found in my county after diligent search and in-
quiry.
By W. L. Wilkins
Deputy Sheriff

serve on A. D. Allen
No. 2786

ATTACHMENT

The American National
Bank & Trust Company of
Mobile

Vs. { ATTACHMENT

A. D. Allen

Issued _____, 195

Printed by Moore Printing Co.

*Executed 12-7-55
By attaching Lots 14,
15, & 16 in Block 4,
Army Heights, Subdivision
in Marshes, Ala; also
a strip of land between
the No. end of Lot 14
Block 4 of Army Heights
and Perdido Avenue
in Solanta 13 1/2 ft.*

*W. L. Wilkins
Deputy*

RECORDED

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT - LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon A. D. Allen to appear within thirty 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 American National Bank & Trust Company of Mobile, A Corporation.

Witness my hand this 3 day of December, 1955.


Clerk.

THE AMERICAN NATIONAL BANK &
TRUST COMPANY, A Corporation,

Plaintiff,

vs.

A. D. ALLEN,

Defendant.

I

I

I IN THE CIRCUIT COURT OF

I BALDWIN COUNTY, ALABAMA

I

AT LAW.

I

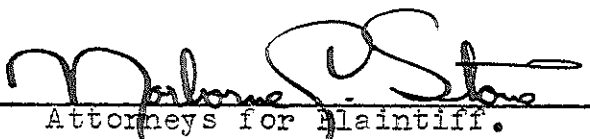
COUNT ONE:

The Plaintiff claims of the Defendant Three Hundred Sixty-five Dollars (\$365.00), due by promissory note made by him on the 19th day of January, 1954, and payable on, to-wit; the 19th day of March, 1954, with interest thereon.

The Plaintiff further alleges that in and by the terms of said promissory note the Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee and the Plaintiff further claims of the Defendant the sum of One Hundred Dollars (\$100.00) as a reasonable attorney's fee in accordance with the terms of said note.

The Plaintiff further alleges that in and by the terms of said note the Defendant waived as to this debt all right of exemption under the Constitution and Laws of the State of Alabama, or any other state and the Plaintiff hereby claims the benefit of such waiver.

CHASON & STONE

By: 
Attorneys for Plaintiff.

The Defendant resides at Borianana Mine, Kingman, Arizona.

THE AMERICAN NATIONAL BANK
AND TRUST COMPANY, A Cor-
poration,

Plaintiff,

vs.

A. D. ALLEN,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 2786

MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff in the above styled cause by its attorneys and moves this Honorable Court to enter a judgment by default in favor of the Plaintiff and against the Defendant and as grounds for said motion says as follows:

That this is an action on a promissory note executed by the Defendant and payable to the Plaintiff sixty (60) days after January 19, 1954, the date of said note, in the amount of Four Hundred Ninety Dollars (\$490.00) plus interest from maturity; that the action was commenced on December 3, 1955, and the Defendant, a non-resident of the State of Alabama, was served with a copy of the summons and complaint by registered mail in all respects as required by law and the rules of this Honorable Court, and with a copy of the Attachment issued by the Clerk of this Court, all as required by law; and that after the levy by the Sheriff of Baldwin County, Alabama, the Defendant was served with an Attachment Notice by Registered Mail and such Notice was published in the Fairhope Courier, a newspaper of general circulation published in Baldwin County, Alabama, once a week for three consecutive weeks in the issues of the newspaper dated January 5, 12, and 19, 1956, all as shown by the records of this Honorable Court. That more than sixty (60) days have elapsed since the Defendant was served with a copy of the Complaint and more than thirty (30) days have elapsed since the Defendant was served with the Attachment Notice.

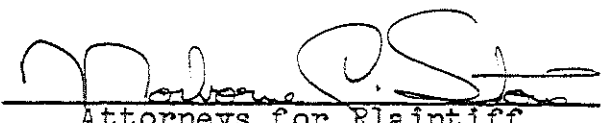
WHEREFORE, the Plaintiff respectfully moves this Honorable Court to enter a Judgment by Default in its favor and against the Defendant in the amount of Four Hundred Ninety Dollars (\$490.00)

plus interest from March 20, 1954, at the legal rate of interest,
and for the further sum of One Hundred Dollars (\$100.00), as attor-
neys' fees provided for in said note, and the costs of this suit.

Respectfully submitted,

CHASON & STONE

By:


Attorneys for Plaintiff