2910

AFFIDAVIT BY PLAINTIFF'S ATTORNEY OF RECORD

THAT JUDGMENT DEBTOR'S AFFIDAVIT IS NOT FULL AND CORRECT

PAUL LaRUE,

PLAINTIFF

VS:

JOHN ENGLISH,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Under authority of Tit. 7, Sec. 904, of the Code of Alabama of 1940, the judgment against the above named defendant now remaining unsatisfied, the plaintiff files the following affidavit and prays that this Honorable Court shall make an order requiring judgment debtor to appear before this Court on a day to be set by the court and to submit to an oral examination under oath touching the nature, location, description and value of the assets of said judgment debtor and prays that judgment debtor be required to produce any and all papers, documents or books which may contain material evidence of such assets.

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

Personally appeared before me, Charles J. Ebert, Jr., a Notary Public in and for said State and County, Forest A. Christian, who being duly sworn says on oath that he is the attorney of record for Paul LaRue, plaintiff in the above styled cause, and further states that to the best of affiant's knowledge, information and belief the foregoing statement does not contain a full, true and correst statement and description of such assets as required herein.

Affiant

Sworn to and subscribed before me, this the 3rd day of November, 1956.

Notary Public, Baldwin County, Ala.

Attorney for Plaintiff

ORDER REQUIRING JUDGMENT DEBTOR TO APPEAR

FOR ORAL EXAMINATION

PAUL LaRUE, IN THE CIRCUIT COURT OF

PLAINTIFF BALDWIN COUNTY, ALABAMA

VS: AT LAW

JOHN ENGLISH,

DEFENDANT

This day came Forest A. Christian, Attorney of record for Paul LaRue, the plaintiff in the above styled cause, and filed his affidavit that to the best of affiant's knowledge, information and belief the statement of assets heretofore filed by John English, the above named defendant and judgment debtor, is not a full, true and correct statement and description of his assets and the said judgment in this cause remaining unsatisfied, and now, upon consideration of the same, it is

Considered, ordered and adjudged that the said John English be and appear before the Court in his own proper person at 11 A.M. on the 20 day of November, 1956, to submit to an oral examination under oath touching the nature, location, description and value of such assets; and that the said John English do, at the time and place hereinablve named, produce and bring with him all papers, documents or books which may contain material evidence of his assets.

Let a copy of this order be served forthwith upon the said John English.

Dated this 6 day of November, 1956.

Hubert M Hall

Circuit Judge

ORDER REQUIRING JUDGMENT DEBTOR TO APPEAR

FOR ORAL EXAMINATION

PAUL LaRUE,	IN THE CIRCUIT COURT OF
PLAINTIFF	BALDWIN COUNTY, ALABAMA
VS:	AT LAW
JOHN ENGLISH,	
DEFENDANT	

This day came Forest A. Christian, Attorney of record for Paul LaRue, the plaintiff in the above styled cause, and filed his affidavit that to the best of affiant's knowledge, information and belief the statement of assets heretofore filed by John English, the above named defendant and judgment debtor, is not a full, true and correct statement and description of his assets and the said judgment in this cause remaining unsatisfied, and now, upon consideration of the same, it is

Considered, ordered and adjudged that the said John English be and appear before the Court in his own proper person at 11 A.M. on the 20 day of November, 1956, to submit to an oral examination under oath touching the nature, location, description and value of such assets; and that the said John English do, at the time and place hereinablve named, produce and bring with him all papers, documents or books which may contain material evidence of his assets.

Let a copy of this order be served forthwith upon the said John English.

Dated this 6 day of November, 1956.

Hubert M. Hall
Circuit Judge

REQUEST FOR NOTICE TO DEFENDANT

PAUL LARUE,	)	
	)	
PLAINTIFF	)	IN THE CIRCUIT COURT OF
	)	
VS:	)	BALDWIN COUNTY, ALABAMA
	)	
JOHN ENGLISH,	)	AT LAW
	)	
DEFENDANT	)	

TO: ALICE J. DUCK, Clerk of Court:

The plaintiff in the above cause having obtained judgment against the defendant on the 19th day of June, 1956, for the sum of ONE THOUSAND TWO HUNDRED SEVENTY & 00/100 DOLLARS ($1,270.00), and execution thereon having been returned by the Sheriff of Baldwin County, Alabama, "NO PROPERTY FOUND", the plaintiff in said cause hereby requests the Clerk of said Court to issue notice to the said defendant in said cause requiring him to file in said cause a statement in writing, under oath, of all of his assets, as provided by Title 7, Code of Alabama 1940.

Attorney for Plaintiff

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

October 5, 1956

Mrs. Alice J. Duck, Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is Answer of John English in accordance with your order.

Yours very truly,

C. G. Chason

CGC:fm

encls. 2

Printed by Moore Ptg. Co.

Notice of Levy on Real Estate

Paul LaRue ..... Plaintiff,

vs.

John English ..... Defendant

Baldwin County Circuit Court

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

Notice is hereby given that under a Writ of Execution ..... 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 :

W½ of NW¼ of SW¼ Sec. 29, T7s, R4e 20 ac.

The above described Real Estate being in Baldwin County, Alabama.

Given under my hand this 19th day of September 19 56

Sheriff of Baldwin County, Alabama

$ 1,602.00

Foley
~~Mobile~~, Alabama

September 15th, 1955

For value received the undersigned jointly and severally promise to pay to

PAUL LaRUE, FOLEY, ALABAMA or order, the principal sum of
ONE THOUSAND SIX HUNDRED TWO & 00/100 DOLLARS ($1,602)----------
with interest thereon from date, at the rate of eight per cent per annum.

The said principal and interest shall be payable at the ~~banking house of~~ residence of Paul LaRue, kFoley, Alabama ~~Mobile, Alabama~~,
in ~~monthly~~ three installments as follows, namely:

$602.00 due and payable on or before November 1st, 1955;
$500.00 due and payable on or before January 15th, 1956; and,
$500.00 due and payable on or before June 1st, 1956

Privilege is given to make additional payments on said principal sum at any interest payment date; such additional payments, however, to be made in multiples of $ any amount.

Each maker and endorser waives the right of exemption under the Constitution and laws of Alabama, and each maker and endorser waives demand, protest, and notice of protest, and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date due thereof.

This note is to be construed according to the laws of the State of Alabama, and ~~is secured by on real estate executed to by the undersigned on~~

Upon failure to pay any installment of principal and/or interest when due ~~or if any of the conditions and requirements in said deed~~ be not complied with, the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

John English

John English

PAUL LaRUE, Plaintiff,	)	IN THE CIRCUIT COURT OF
-vs-	)	BALDWIN COUNTY, ALABAMA
JOHN ENGLISH, Defendant.	)	AT LAW

Comes John English in answer to the Notice of August 25, 1956, requiring him to report under oath all of his assets, and in answer thereto, and after being first duly and legally sworn, the said John English states as follows:- That his sole and only assets, other than his personal clothing and effects, consist of Two Hundred (200) acres of soybeans planted in Mobile County, Alabama, which said soybeans are subject to two (2) mortgages, the first mortgage in the amount of Twelve Thousand Dollars ($12,000.00) to the Farmers & Merchants Bank of Foley, Alabama, and the second mortgage to Merchants Fertilizer Company, of Pensacola, Florida, in the amount of Ten Thousand Dollars ($10,000.00), and certain restruant equipment located in Grand Bay, Alabama, of a value of Five Thousand Dollars ($5,000.00), subject to a mortgage to Bertha Sunstrom of Foley, Alabama, in the principal sum of Five Thousand Dollars ($5,000.00), and Fifty Dollars ($50.00) in cash. Affiant further states that he has no knowledge of the value of the beans, inasmuch as they have not been harvested, however, they will not be in excess of the Mortgage indebtedness.

John English
Defendant

Sworn to and subscribed before me, a Notary Public, on this the 5th day of October, 1956.

Frances G. Mallory
Notary Public, Baldwin County
State of Alabama

C. G. C.

NOTICE

PAUL LARUE, PLAINTIFF	)	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW
VS:	)	
JOHN ENGLISH, DEFENDANT	)	

Take notice that upon the written request of Forest A. Christian, attorney for PAUL LARUE, a judgment creditor, filed in this cause, after return of execution "No property found", you are commanded to file in this Court within thirty days from the service of this notice, a statement in writing, under oath, of all of your assets JOHN ENGLISH, including money, choses in action, notes, bonds, and accounts, and all other property, real, personal or mixed or any interest therein, with a detailed description of same, the location and reasonable value of each item thereof, together with a detailed list or statement of any and all liens, mortgages, or encumbrances thereon showing the amounts due upon each, and the owner or holder of such liens, encumbrances or mortgages.

Be governed accordingly,

This the 25 day of ~~August~~ Sept, 1956.

Reice F. Wrack
Clerk of Circuit Court

Co 137 No. 2910

321

NOTICE

PAUL LARUE,

PLAINTIFF

VS:

JOHN ENGLISH,
Grand Bay, Ala
DEFENDANT

2x
order (50)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

FILED
SEP 22 1956
ALICE L. DUCK, Clerk

EXECUTED
This 2nd day of Oct., 1956
by serving a copy of the within on
John English
RAY D. BRIDGES, Sheriff
By J. C. Arden D.S.

The Sheriff claims 50
miles at 10¢ per mile for
a total of $ 5.00
Ray Bridges, Sheriff
Mobile County, Alabama

2910

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JOHN ENGLISH 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, Alabama, at Bay Minette, against JOHN ENGLISH by PAUL LaRUE.

Witness my hand this the 24 day of April, 1956.

Alice J. Duck
Clerk

@@

COMPLAINT

PAUL LaRUE,)
PLAINTIFF) IN THE CIRCUIT COURT OF
VS:) BALDWIN COUNTY, ALABAMA
JOHN ENGLISH,) AT LAW
DEFENDANT)

The plaintiff claims of the defendant ONE THOUSAND TWO & 00/100 DOLLARS ($1,002), due by promissory note made by him on the 15th day of September, 1955, and payable on the 15th day of January, 1956, with interest thereon.

Said note is a waive note and provides for a reasonable attorney's fee, which plaintiff alleges to be $200.00.

Attorney for Plaintiff

2292 + 80

No. 2910

SUMMONS AND COMPLAINT

PAUL LaRUE,

PLAINTIFF

VS:

JOHN ENGLISH,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

FILED

APR 24 1956

ALICE L. BOSH, Clerk

By

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

The Sheriff claims 20 miles at 10¢ per mile for a total of $ 2.00

Ray Bridges, Sheriff
Mobile County, Alabama

EXECUTED

This 8 day of May, 1956 by serving a copy of the within on John English

RAY D. BRIDGES, Sheriff

By J. C. Ardis D. S.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA