

STATE OF ALABAMA)

BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS, That we, CARL GRANT TRACTOR COMPANY, a Corporation, as Principal, and George S. Stough, as surety are held and firmly bound unto THEODORE V. BEINSTEIN in the sum of \$333.18 to be paid to the said THEODORE V. BEINSTEIN, his heirs, executors, administrators or assigns; for which payment, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally and firmly, by these presents, Sealed with our seals, and dated this 14 day of April, 1957.

The condition of the above obligation is such, that whereas the above bound CARL GRANT TRACTOR COMPANY, on the day of the date hereof hath obtained at the suit of CARL GRANT TRACTOR COMPANY vs. THEODORE V. BEINSTEIN, a summons and complaint for the recovery of One Dearborn Flow, model 10-161, serial no. 11060; One Dearborn Mower, model 14-15, serial no. 61900; One Dearborn Loader, model no. 19-60, serial no. 3187; One Coby Wagon, model 53, serial no. 12187; against said defendant and asks an endorsement by the Clerk of this Court "That the Sheriff is required to take the property mentioned in said complaint into his possession," as required by law in such cases, which summons and complaint are returnable to the next term of the Circuit Court of Baldwin County, and which said endorsement is made upon the plaintiff entering into this bond.

Now, if the said plaintiff shall fail in this suit, and shall pay the defendant all such costs and damages as he may sustain by reason of the wrongful complaint in said case, then this obligation to be void, otherwise to remain in full force and effect.

CARL GRANT TRACTOR COMPANY,
a Corporation.

By Carl Grant
Carl Grant, President

George S. Stough
Surety

Approved this 14 day of April, 1957.

Adrian J. Smith
Clerk

Law Offices of
Horne & Webb
Attorneys at Law
Atmore, Ala.
May 1, 1957

FRANK G. HORNE
DOUGLAS S. WEBB

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

Dear Mrs. Duck:

You will find enclosed herewith the original and copy of the pleading in which we are today filing in the case of Carl Grant Tractor Company, a corporation, Plaintiff vs. Dr. Theodore V. Beilstein, Defendant.

We are not entering a plea of misnomer but, we suggest the Plaintiff amend to have the Defendants name as Beilstein instead of B-e-i-n-s-t-e-i-n.

We are enclosing a copy of this letter and copy of the pleading to be sent to the attorney representing the Plaintiff in this case.

Very truly yours,

HORNE & WEBB

BY: Frank G. Horne

FGH/wdc

CARL GRANT TRACTOR COMPANY,
A Corporation,

Plaintiff,

vs.

THEODORE V. BEINSTEIN,

Defendant.

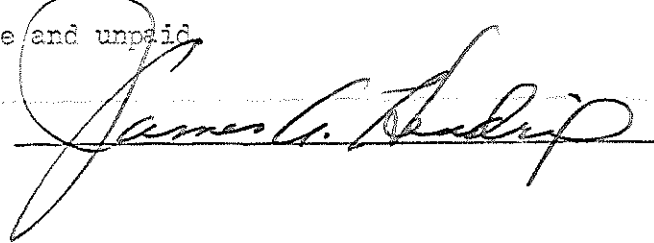
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

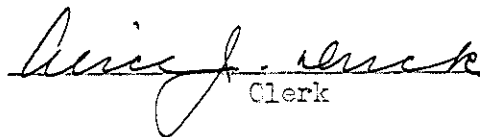
AT LAW.

CASE NO. _____

Before me, ALICE J. DUCK, Clerk of the Circuit Court of Baldwin County, in and for said County, personally appeared JAMES A. HENDRIX, who, being, duly sworn, deposeth and saith, That the property sued for in the complaint of CARL GRANT TRACTOR COMPANY vs. THEODORE V. BEINSTEIN, belongs to CARL GRANT TRACTOR, COMPANY, the said plaintiff. Claimant bases its claim to said property on a Conditional Sales Contract covering said property, and duly executed by the defendant on the 6th day of June, 1955. Claimant further avers that said Conditional Sales Contract is past due and unpaid.



Sworn to and subscribed before me on this 11 day of April, 1957.


Clerk

STATE OF ALABAMA)

BALDWIN COUNTY)

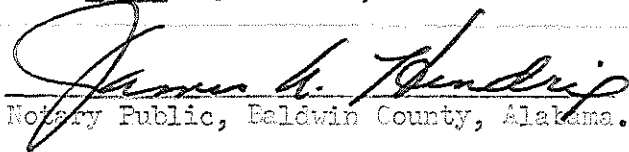
BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared Carl Grant, and who being duly sworn, says as follows: That he is the President of Carl Grant Tractor Company, that the said Carl Grant Tractor Company is the Plaintiff in that certain suit now pending in the Circuit Court of Baldwin County, Alabama, styled Carl Grant Tractor Company, a Corporation VS. Maynard Coglan; that the amount sued for in said suit of \$762.08 is the amount now due on said account after allowing all credits and set-offs; that said amount is on this day due and unpaid.



President.

Carl Grant Tractor Company, a Corporation

Sworn to and subscribed before me on
this 17 day of June, 1957.


Notary Public, Baldwin County, Alabama.

STATE OF ALABAMA)

BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons C. MAYNARD COCHLAN 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 the same, then and there to answer the complaint of CARL GRANT TRACTOR COMPANY, A Corporation.

Witness my hand this the 11 day of April, 1957.


Clerk

CARL GRANT TRACTOR COMPANY,
A Corporation,

Plaintiff,

vs.

C. MAYNARD COCHLAN,

Defendant.

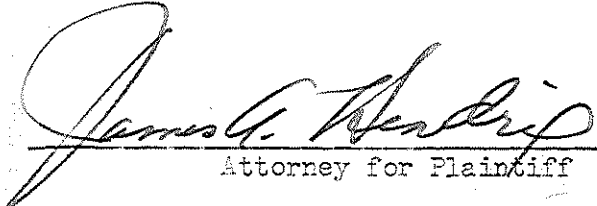
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

NO. 3187

The Plaintiff claims of the Defendant, Seven Hundred Sixty-two and .08/100 (\$762.08) due by two promissory notes made by him on the first day of March, 1954, and the first day of February, 1956, and payable on January 1, 1956 and September 1, 1956, respectively, together with the interest thereon.

And the Plaintiff further avers that by the terms of said note the Defendant waived all rights to exemption under the Constitution and laws of the State of Alabama; and further, that Defendant agreed to pay a reasonable attorney's fee in the event it became necessary to employ an attorney to collect said note and Plaintiff avers that One Hundred Fifty and no/100 Dollars (\$150.00) is a reasonable attorney's fee.


Attorney for Plaintiff

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk, of the Circuit Court in and for Baldwin County and State aforesaid Wesley Grant

who being duly sworn, on oath says, that a regular _____ Term

of the Circuit Court of Baldwin County, to-wit: on the 18th day of June

19 57, Carl Grant Tractor Company

recovered a judgment against C. Maynard Coghlan

_____ for the sum of

NINE HUNDRED EIGHTEEN and 08/100 (\$918.08) Dollars

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

Robertsdale Livestock, Inc.

supposed to be indebted to or have effects of the said C. Maynard Coghlan

in its possession, or under its control, and that he believes process of

Garnishment against said C. Maynard Coghlan

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 10

day of Oct A. D. 1966

Alice J. Duck
Clerk.

Wesley Grant

State of Alabama

BALDWIN COUNTY

TO C. Maynard Coghlan, Defendant:

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

Carl Grant Tractor Company, Plaintiff,versus C. Maynard Coghlan, Defendant,

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

Robertsdale Livestock, Inc.

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 10day of Oct, 1960Rebecca Newick
Clerk of the Circuit Court.

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19__

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular _____ Term, 19 60, of the Circuit Court of Baldwin County,
to-wit: On the 18th day of June, 19 57, being a regular day of
said term, Carl Grant Tractor Company
recovered judgment against C. Maynard Coghlan

for the sum of NINE HUNDRED EIGHTEEN and 08/100 (\$918.08) Dollars, and cost of suit,
and affidavit having been made by _____
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Robertsdale Livestock, Inc.

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant _____ 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 _____

Robertsdale Livestock, Inc.

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, on the _____ Monday in _____ A. D. 19 60,
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer it was _____ indebted to said defendant
_____ and whether it will not be indebted in future to said defendant
_____ 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 C. Maynard Coghlan

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

Witness, ALICE J. DUCK, Clerk of said Court, this _____ day of _____, A. D., 19 60.

Issued _____ day of _____ A. D., 19 60.

ATTEST:

205

Alice J. Duck, Clerk.