

CUNNINGHAM AND BOUNDS

ATTORNEYS AT LAW
1350 DAUPHIN STREET
P. O. BOX 4483

ROBERT T. CUNNINGHAM
RICHARD BOUNDS

MOBILE, ALABAMA

December 30, 1959

HEMLOCK 8-6188

3935

Mrs. Alice Duck
Clerk of the Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Dear Mrs. Duck:

Re: Azalea City Federal Credit Union
vs. Ocie L. Longmire, Case No. 3935

I have enclosed the promissory note sued upon in the above case. Will you please ask the court to enter a default judgment in favor of the plaintiff for the sum of \$728.20. The note provides for waiver of personal property exemptions and attorney's fees. The defendant is not in the military service. The total amount of the judgment is computed as follows:

Principal due	\$480.00
Interest at 1% per month on the unpaid balance as provided in said note.	102.56
Attorney's fees 25%	<u>145.64</u>
TOTAL	\$728.20

Very truly yours,

CUNNINGHAM AND BOUNDS

Richard Bounds
RICHARD BOUNDS

RB:DW

Enc. 1

Net \$520.00

Loan No. 1565

Gross Loan Dr.

Book No. 575

Loan Cr.

Dec. 19, 1957

19

Interest Cr.

Interest Dr.

For value received, I/we jointly and severally promise to pay to the

Azalea City Federal

CREDIT UNION,

or order, the sum of Five Hundred Twenty and no/100-----dollars,

with interest payable-----at the rate of one

per cent per month-----on the unpaid balance, made payable in Monthly

installments of Twenty and no/100-----dollars, the first payment to be made

on or before Jan. 20, 1958-----and a like amount every

Month

thereafter until the full amount has been paid.

Collateral: Shares, Signature and Chattel Mortgage.

In case of any default in payments as herein agreed, the entire balance of this note shall become immediately due and payable, at the option of the holder. We hereby pledge all paid shares, payments of shares, or deposits, which we now have or hereafter may have in this Credit Union, for loans, interest, fines, costs or expenses, and we hereby authorize the Treasurer to apply any or all such paid shares payments on shares or deposits to the payment of said loans, interest, fines, costs or expenses.

Said principal and co-makers severally waive demand, notice, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them; and we severally agree that the time of payment may be extended, or renewal note taken, or other indulgence granted without notice of or consent to such action, without release of liability as to any such party.

Said principal and co-makers, jointly and severally, promise to pay, while in default, a fine of 2 cents on each unpaid dollar per month until all arrears are paid, together with costs or expenses incurred in the collection of any sum due.

Also, if the holder hereof, after default, shall place this note in the hands of an attorney for collection, we agree to pay a reasonable attorney's fee, such charge in no event to be less than ten dollars.

Said principal and co-makers, hereby jointly and severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property.

It is agreed and understood that the loan application attached to this note is a part of said note, and the maker hereby certifies that the statements contained therein are true to the best of his knowledge and belief.

Name

Address

Maker

O. L. Longmire

L. S. Rt. 1 Box 16, Daphne, Alabama

1. Co-Maker

L. S.

2. Co-Maker

L. S.

3. Co-Maker

L. S.

4. Co-Maker

L. S.

5. Co-Maker

L. S.

6. Co-Maker

L. S.

CUNNINGHAM AND WILKINS
ATTORNEYS AT LAW
709 MERCHANTS NATIONAL BANK BUILDING
MOBILE, ALABAMA

August 14, 1959

ROBERT T. CUNNINGHAM
ROBERT S. WILKINS
D. RICHARD BOUNDS

HEMLOCK 8-2478

Mrs. Alice Duck
Clerk of the Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Dear Mrs. Duck:

Will you please file the enclosed suit papers.

Yours very truly,

CUNNINGHAM & WILKINS


D. RICHARD BOUNDS

DRB:set

Enclosure

AZALEA CITY FEDERAL CREDIT
UNION, A Corporation,

Plaintiff,

-Vs-

OCIE L. LONGMIRE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

COUNT ONE

Plaintiff claims of the Defendant the sum of FOUR HUNDRED EIGHTY AND NO/100 (\$480.00) DOLLARS due by promissory note made by Defendant on December 19, 1957, and payable on, to-wit: March 21, 1958, with interest thereon as provided in said note.

The Plaintiff claims the benefit of waiver of exemptions as provided in said note.

The plaintiff further claims a reasonable attorney's fee in addition to the amount claimed above, provision haveing been made in said note to pay a reasonable attorney's fee where same was incurred in collecting or attempting to collect said note.

D. RICHARD BOUNDS
Attorney for Plaintiff

_____

Defendant's Address:

Route 1, Box 16
Daphne, Alabama

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Ocie L. Longmire

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 _____

Ocie L. Longmire

_____, Defendant_____

by Azelea City Federal Credit Union, A Corp

_____, Plaintiff_____

Witness my hand this 15th day of August 19 59

Exp 8-19-59 Alice J. Duck, Clerk

No. 3935 Page _____

The State of Alabama
Baldwin County

CIRCUIT COURT

AZALEA CITY FEDERAL CREDIT UNION
A Corp.

Plaintiffs

vs.

OGIE L. LONGMIRE

Defendants

Summons and Complaint

Filed 8-15- 19 59

Alice J. Duck

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Aug 15 19 59

_____, Sheriff

I have executed this summons

this 8-19 19 59

by leaving a copy with

Ogie Longmire
Belforest, Ala

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

BY

Edleigh Stedman
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Edleigh Stedman Deputy Sheriff

RELEASE OF GARNISHMENT

CircuitCourt of Baldwin

County, Alabama

Case No. 393574

RE: AZALEA CITY FEDERAL CREDIT UNION CORP

vs.

Plaintiff.

OCIE L. LONGMIRE

Defendant.

To: Aluminum Company of America

GARNISHEE

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 15 day of October, 19 64

Alice J. Duck, CLERK.

AZALEA CITY FEDERAL CREDIT
UNION, A Corporation,

Plaintiff,

Vs.

OCIE L. LONGMIRE,

Defendant.

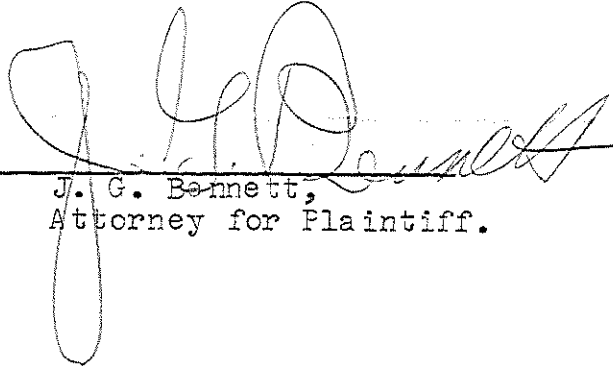
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 3935

I represent the Plaintiff in the above-entitled cause. The original attorneys, Messrs. Cunningham and Bounds, have notified me of their with-drawal and have sent the file to me. What I would like to do now is to have a certificate of judgment recorded in the Probate Court of Baldwin County and also have execution issued and placed in the hands of the Sheriff and I would like him to make a levy on description of property that I will give him.


J. G. Bennett,
Attorney for Plaintiff.

FILED
JUL 22 1935
ALICE J. DICK, CLERK
REGISTER

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

the undersigned authority

Personally appeared before me, ~~John E. Mandeville, Clerk of the Circuit Court~~
 J. G. Bennett
 County and State aforesaid.....
 who being duly sworn, on oath says, that on the 31st day of December, 1959
 of the Circuit Court of ~~Mobile~~ ^{Baldwin} County, Alabama,
AZALEA CITY FEDERAL CREDIT UNION, A Corporation
 recovered a judgment against OCIE D. LONGMIRE

.....for the sum of
SEVEN-HUNDRED TWENTY-EIGHT (\$728.20) & 20/100 Dollars,
 besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect; that
ALUMINUM COMPANY OF AMERICA, A Corporation,
State Docks, is

supposed to be indebted to or have effects of the said OCIE D. LONGMIRE
 in its possession or under its control, and that he believes process of
 Garnishment against said OCIE D. LONGMIRE

is necessary to obtain satisfaction of said Judgment.

Sworn to and subscribed this 26th
 day of March A. D., 19 64.
Rosemary D. Walton
 NOTARY PUBLIC,
 MOBILE COUNTY, ALABAMA.

Clerk.

Affiant

J. G. Bennett,
 P. O. Box 4154,
 Mobile, Ala.
 Atty. for Pltf.

No.....3935^{1/2}

CIRCUIT COURT

AZALEA CITY FEDERAL CREDIT UNION,
A Corporation

.....

vs.

OCIE C. LONGMIRE

.....

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

.....

Filed in Office

FILED

.....19.....

MAR 27 1964

.....

ALICE J. DUCK, CLERK Clerk.
REGISTER

State of Alabama
BALDWIN COUNTY

TO OCIE L. LONGMIRE, Defendant:

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

AZALEA CITY FEDERAL CREDIT UNION, A Corp., Plaintiff,

versus OCIE L. LONGMIRE, Defendant,

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

ALUMINUM COMPANY OF AMERICA, A Corp., State Docks,

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 27th

day of March, 1946.

Alice D. [Signature]
Clerk of the Circuit Court.

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

OSIE E. LONGMIRE

AZELEA CITY FEDERAL CREDIT UNION,
 A Corp.

Plaintiff.....

VS.

OCIE L. LONGMIRE

Defendant.....

Hon. J.G. Bennett- P.O. Box 4154

Mobile, Ala., Attorney for Plaintiff

EXECUTED

This 3 day of April, 1964
 by serving a copy of the within on
Osie E. Longmire
 RAY D. BRIDGES, Sheriff
 BY cg/ittspatrick

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, of the Circuit Court of Baldwin County,
to-wit: On the 31 day of December, 1959, being a regular day of
said term, Azalea City Federal Credit Union, a Corp.

recovered judgment against Ocie L. Longmire

for the sum of Seven Hundred Twenty-Eight and 20/100 Dollars, and cost of suit,
and affidavit having been made by J.G. Bennett, Atty. for Plaintiff
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

Aluminum Company of America, a Corp., State Docks, is

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant Ocie L. Longmire 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 Aluminum Company of America, a Corp.

State Docks

answer, within 30 days from service herof,
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, 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 answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer it was indebted to said defendant
Ocie L. Longmire 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 Ocie L. Longmire

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

Witness, ALICE J. DUCK, Clerk of said Court, this 27th day of March, A.D., 1964

Issued day of A. D., 19

ATTEST:

Alice J. Duck, Clerk.



Aluminum Company of America

P. O. BOX 1346

Mobile, Alabama

APRIL 29, 1964

MISS ALICE J. DUCK
CIRCUIT COURT CLERK
BALDWIN COUNTY COURTHOUSE
BAY MINETTE, ALABAMA

RE: GARNISHMENT NUMBER 3935 $\frac{1}{2}$ DATED MARCH 27, 1964
AZALEA CITY FEDERAL CREDIT UNION, A CORP. VS. OCIE L. LONGMIRE

DEAR MADAM:

THIS IS TO INFORM YOU THAT \$81.93 HAS BEEN COLLECTED TO DATE
TOWARD SATISFACTION OF THE ABOVE GARNISHMENT.

WE WILL CONTINUE TO COLLECT 25% OF MR. LONGMIRE'S WAGES EACH
WEEK. WHEN WE HAVE COLLECTED THE FULL AMOUNT OF \$728.20, PLUS COSTS OF
\$30.00, WE WILL MAIL YOU OUR CHECK FOR THE GRAND TOTAL OF \$758.20.

VERY TRULY YOURS,

ALUMINUM COMPANY OF AMERICA

A. Z. Robinson
A. Z. ROBINSON, CASHIER

AZR:ER

CC: MR. J. G. BENNETT, ATTORNEY
2 MACY PLACE
MOBILE, ALABAMA

FILED
APR 30 1964
ALICE J. DUCK, CLERK
REGISTER