

3996

SUMMONS

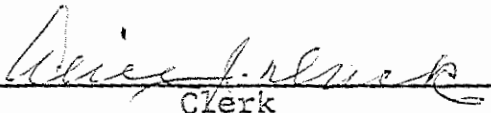
THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon L. NEELY STONER 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 the place of holding same by C. CLIFF BECK, d/b/a HOME FINANCE.

Witness my hand this the 25 day of November, 1959.


Clerk

* * * * *

COMPLAINT

C. CLIFF BECK, d/b/a)	
HOME FINANCE,)	
)	IN THE CIRCUIT COURT OF
PLAINTIFF)	BALDWIN COUNTY, ALABAMA
VS:)	
)	AT LAW
L. NEELY STONER,)	
)	
DEFENDANT)	

The Plaintiff claims of the defendant SIX HUNDRED NINETY-THREE & 47/100 DOLLARS (\$693.47), due by promissory note made by him on the 21st day of March, 1959, and payable on the 21st day of April, 1959, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$125.00.


Attorney for Plaintiff

The Defendant's Address is:
Foley, Alabama

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BALDWIN COUNTY.)

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Witness my hand this the 25 day of November, 1959.

Cliff Beck
Clerk

* * * * *

COMPLAINT

C. CLIFF BECK, d/b/a
HOME FINANCE,

PLAINTIFF

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

VS:

L. NEELY STONER,

DEFENDANT

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Said note provides for a reasonable attorney's fee, which plaintiff alleges to be \$125.00.

Cliff Beck
Attorney for Plaintiff

The Defendant's Addresss is:

Foley, Alabama

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

C. CLIFF BECK, d/b/a HOME FINANCE,
PLAINTIFF

VS:

L. NEELY STONER,
DEFENDANT

FILED

NOV 25

ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Received 25th day of Nov 1959
and on 10 day of June 1960
I served a copy of the within
on L. Neely Stoner

By ~~service on~~

TAYLOR WILKINS, Sheriff

By Ed Hugh Stearns S.

Loxley, Ala

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY BA

DEPUTY SHERIFF

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

ATTACHMENT

The State of Alabama, {
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, C. Cliff Beck

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

L. Neely Stoner

is justly indebted to the Plaintiff C. Cliff Beck, doing business as Home Finance

in the sum of SEVEN HUNDRED EIGHTY-THREE & 41/100 (783.41) Dollars, and

C. Cliff Beck having made affidavit ~~and xxxxxxxxxx~~
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

L. Neely Stoner

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, on next term of court ~~Monday of~~ ~~xxx~~ ~~xxx~~
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 30th day of September A. D., 19 59...

Alice J. Duck Clerk.

ATTACHMENT

Vs. { ATTACHMENT

Issued _____, 195

Printed by Moore Printing Co.

Received 3 day of Oct 1958
on 10 day of June 1960
Received a copy of the within Attach
L. Neely Stoner

service on _____

TAYLOR WILKINS, Sheriff
By Edleigh Steadman S.

And taking in
Possession 1,4956
International
Tractor Limited
5 H 873
And, Van, T2153
Leaving at Ed, McCulloch
Glenway.
Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY CC
DEPUTY SHERIFF
Loyley, aka
Ray made bond 6/17/58
by L. Neely Stoner, J. J. Quinn
and property returned to same

FILED
OCT 3 1958
ALICE J. DUCK, CLERK
REGISTER

STATE OF ALABAMA
BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we L. NEELY STONER
& F. L. Irwin

are held and firmly bound unto C. CLIFF BECK, dba Home Finance, in the sum of Fifteen Hundred Dollars (\$1500), for the payment whereof we bind ourselves, our heirs, executors and administrators, jointly and severally.

Given under our hands and seals this the 17th day of June, 1960.

The Condition is This, Whereas, a writ of attachment issued by the Clerk of the Circuit Court of Baldwin County, at the suit of C. Cliff Beck against the estate of L. Neely Stoner

returnable to the present term of the Circuit Court of Baldwin County, has been placed in the hands of Taylor Wilkins, Sheriff of said Baldwin County, and by him has been levied upon the following property, to-wit:

One (1) 1956 International Tractor, Model P185, Motor No. RD37221894, ~~property of M. M. Beck~~; and One (1) 1956 Fruhauf Trailer, Tandem; Tag No. Alabama 5T2 153, property of L. Neely Stoner

And whereas, the said property has been delivered to

L. Neely Stoner on his entering into this bond;

now, if the defendant shall fail in the action, and the said

L. Neely Stoner or F. L. Irwin

sureties will return to the Sheriff of said County the specific property attached and above mentioned within thirty days after judgment in said suit, then this obligation to be void, otherwise to remain in full force and effect.

*This bond is hereby
Forfeited 9-16-60
Taylor Wilkins
Sheriff*

L. Neely Stoner (L.S.)

F. L. Irwin (L.S.)

____ (L.S.)

Approved this, the 17th day of June, 1960.

ARTHUR C. EPPERSON
ATTORNEY AT LAW
FOLEY, ALA.

The Tuttle Law Print, Publishers, Rutland, Vt.

COPY

FOREST A. CHRISTIAN
ATTORNEY AT LAW
FOLEY, ALABAMA

June 9, 1960

To the Circuit Court of Baldwin County, Alabama
and L. Neely Stoner

Statement as to amount due on
attachment judgment of C. Cliff
Beck, d/b/a Home Finance vs.
L. Neely Stoner

I will give you a statement as to the amount due on the case
of C. Cliff Beck, d/b/a Home Finance vs. L. Neely Stoner, Case No.
4067.

The original amount of the actual cash given Mr. Stoner on
April 21, 1959 was \$600.00. On May 18, 1959 he paid \$63.47. On
May 27th he paid \$30.00. Total payments to date, \$93.47. This
leaves a principal balance due on \$506.53.

Although the note provides for a larger interest, we will charge
the legal rate of 8% on \$506.53 for thirteen months, which amounts
to approximately \$45.00. Then life insurance to pay off the debt
in case of the death of Mr. Stoner was advanced in the amount of
\$17.33.

Accordingly, Mr. Stoner will owe a total of \$569.00, which
is principal, interest and insurance. The note provides for a
reasonable attorney's fee, which is 20% of this amount, which is
\$113.00. Total amount due is \$682.00. *Plus Court Costs.*

Yours very truly,


FOREST A. CHRISTIAN

cc for defendant

\$ 693.47

FOLEY, ALA., MARCH 21,

1959

FOR VALUE RECEIVED the undersigned jointly and severally promise to pay to the order of

HOME FINANCE

*****SIX HUNDRED NINETY THREE AND 47/100*****

DOLLARS

in 1 MO. installments of \$ 63.47 each, and 1 MO. installments of \$ 630.00 each, starting APRIL 21, 1959, and on the 21ST, day of each consecutive MONTH thereafter, until full amount is paid with interest at 8% per annum.

Payable at the office of said Home Finance, Foley, Ala.

THIS NOTE, INCLUDING ALL INSTALLMENTS THEREOF, IS IDENTIFIED WITH A CHATTEL MORTGAGE OF EVEN DATE HERewith COVERING A CERTAIN MOTOR VEHICLE, AND CERTAIN PERSONAL PROPERTY, AND EQUIPMENT THEREON. FAILURE TO PAY THIS NOTE OR ANY OF THE INSTALLMENTS THEREON WHEN DUE SHALL, AT THE OPTION OF THE HOLDER HEREON, MATURE ALL OF SAID INSTALLMENTS THEN UNPAID. THE PARTIES OF THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY OR GUARANTOR, EACH FOR HIMSELF, HEREBY, SEVERALLY WAIVE AS TO THIS DEBT, OR ANY RENEWAL THEREOF, ALL RIGHTS OF EXEMPTION UNDER THE CONSTITUTION AND LAWS OF ALABAMA, OR OF ANY OTHER STATE AS TO PERSONAL PROPERTY, AND THEY EACH SEVERALLY AGREE TO PAY ALL COSTS OF COLLECTING OF SECURING OR ATTEMPTING TO COLLECT OR SECURE THIS NOTE, INCLUDING A REASONABLE ATTORNEY'S FEE WHETHER THE SAME BE COLLECTED OR SECURED BY SUIT OR OTHERWISE, AND THE MAKER, ENDORSER, SURETY OR GUARANTOR OF THIS NOTE SEVERALLY WAIVES DEMAND, PRESENTMENT, PROTEST, NOTICE OF PROTEST, SUIT AND ALL OTHER REQUIREMENTS NECESSARY TO HOLD THEM, AND THEY AGREE THAT TIME OF PAYMENT MAY BE EXTENDED WITHOUT NOTICE TO THEM OF SUCH EXTENSION.

SIGNED AND SEALED ON THE DATE AFORESHOWN.

WITNESS

L. Ford

at Beech

L. Ford

(L. S.)

(L. S.)

NOTE: THIS LOAN INCLUDES LIFE INSURANCE FOR PERIOD OF LOAN ONLY.
CB.

NO.

BILL OF SALE

THE STATE OF ALABAMA }
Baldwin County }

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration
of ****SIX HUNDRED NINETY THREE AND 47/100***** DOLLARS

cash in hand paid to the undersigned L. NEELY STONER

HOME FINANCE, receipt of

which is hereby acknowledged, the said L. NEELY STONER

does hereby transfer, assign, set over and convey to and unto the said HOME FINANCE

all right, title and interest which the undersigned has in and to the following described
personal property, to-wit:

ONE 1956 FRUEHAUF CARTER 36 FOOT STEEL INSULATED

TRAILER EQUIPPED WITH GASOLINE BUMPER AND BLOWER UNIT ALL COMPLETE. NUMBER 7318 X
warranted free from all liens and incumbrances.

SUBJECT TO MORTGAGE THIS DAY MADE
WITH HOME FINANCE IN THE AMOUNT OF SIX HUNDRED NINETY THREE AND 47/100 DOLLARS TO
BE PAID \$63.47 APRIL 21, 1959 and \$630.00 MAY 21, 1959

IN WITNESS WHEREOF, the said L. NEELY STONER

has executed this instrument on this 21 day of MARCH, 1959

Witness:

L. Ford

W. B. Reed

L. Neely Stoner
L. NEELY STONER

HOME FINANCE

FOLEY, ALABAMA

MORTGAGE

ADDRESS OF MORTGAGOR FOLEY, BALDWIN, ALABAMA City County State Date MARCH 21, 1959

I, We, L. NEELY STONER

Mortgagor, being indebted to the HOME FINANCE, in the sum of \$ 693.47, the
as follows \$63.47 APRIL 21, 1959 and \$630.00 MAY 21, 1959, payable

TO SECURE SAID INDEBTEDNESS, have this day sold the Mortgagee the following described chattel, to-wit:

ONE 1956 FRUEHAUF CARTER 36 FOOT STEEL INSULATED TRAILER EQUIPPED WITH GASOLINE
BUMPER AND BLOWER UNIT ALL COMPLETE, UNIT NUMBER TO BE SUPPLIED #7318 X
TRAILER LICENSE TAG 5T2-212 ALA. 1959

Title to said property and all equipment and accessories thereon or thereafter added, shall be in the mortgagee, or assigns, until said debt is paid, according to the tenor of a mortgage executed contemporaneously herewith, which mortgage contains provisions in language identical with the provisions contained in paragraphs numbered one (1) to fifteen (15) inclusive, appearing in that mortgage recorded on Page 248 Volume 118 of Mortgages in the office of the Probate Judge of Baldwin County, Alabama, which paragraphs are hereby adopted as a part hereof as if they were here set out verbatim.

Witness:

L. Ford

A. L. Bach

L. Neely Stoner (L. S.)

(L. S.)

Filed: 4-2-59

8/2 M

Recorded *mtg* book *3B* page *553*
and I certify that the following Privilege Tax
has been paid.

Deed Tax.

Mortgage Tax

105

MR Stewart

Judge of Probate

By _____

L. Neely Stoner

313-553

WORLDWIDE

$\begin{array}{r} \text{km} - 1.05 \\ 70 \\ \hline R - 1.75 \end{array}$

Home Finance

Falling

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

June 9, 1960

To the Circuit Court of Baldwin County, Alabama
and L. Neely Stoner

Statement as to amount due on
attachment judgment of C. Cliff
Beck, d/b/a Home Finance vs.
L. Neely Stoner

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Yours very truly,


FOREST A. CHRISTIAN

cc for defendant

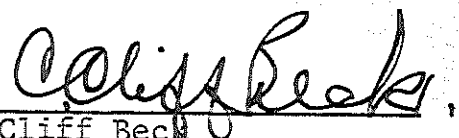
AFFIDAVIT FOR ATTACHMENT

STATE OF ALABAMA,)


BALDWIN COUNTY.)

Before me, FOREST A. CHRISTIAN, Notary Public of Baldwin County, personally appeared C. CLIFF BECK, who being duly sworn, deposes and saith:

That L. NEELY STONER is justly indebted to the said C. CLIFF BECK, doing business as Home Finance, in the sum of SEVEN HUNDRED EIGHTY-THREE & 41/100 DOLLARS (\$783.41), which said amount is justly due, and that the said L. NEELY STONER resides out of the state, and that this attachment is not sued out for the purpose of vexing or harassing the said defendant.


C. Cliff Beck

Sworn to and subscribed before me this 30th day of September, 1959.


Notary Public