

C. A. MOULTON,)
Plaintiff,) IN THE CIRCUIT COURT OF
VS.) BALDWIN COUNTY, ALABAMA
PAUL CHILDRESS, JR.,) AT LAW NO. 4031
Defendant.)

ORDER DISCHARGING PRINCIPAL AND
SURETY ON ATTACHMENT BOND

In this cause it has been made to appear to the Court that the writ of attachment heretofore issued in this cause was levied on the soy bean crop of the defendant then growing on the lands of the plaintiff, which had been rented to the defendant; that the defendant was permitted to harvest the said bean crop by the plaintiff with the knowledge and consent of the Sheriff of Baldwin County, Alabama; that the plaintiff did harvest the said bean crop and delivered it or a part of it to the Loxley Produce Company to be sold for the account of the plaintiff; that the said Loxley Produce Company paid to the plaintiff's attorney on, to-wit, December 15, 1959, the sum of \$2238.88, which has been credited on the amount due the plaintiff by the defendant in this cause; and that this Court has this day rendered a judgment for the plaintiff and against the defendant for the sum of \$2,022.69 and costs, which judgment is the balance due to the plaintiff by the defendant; upon consideration of all of which, it is Ordered and Adjudged by the Court as follows:

The plaintiff, C. A. Moulton, the Principal, and the Fidelity and Casualty Company of New York, as Surety, on the attachment bond heretofore filed in this cause, shall be and they are each hereby discharged from all other and further liability which exists or may exist under the said attachment bond.

ORDERED AND ADJUDGED on this the 26th day of October, 1960.

Robert M. Jace
Judge

FILED
OCT 27 1960
ALICE L. DUCK, CLERK
REGISTER

ORDER DISCHARGING PRINCIPAL AND
SURETY ON ATTACHMENT BOND

C. A. MOULTON,

Plaintiff,

VS.

PAUL CHILDRESS, JR.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4031

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon PAUL CHILDRESS, JR., to appear within thirty days from the service of this writ in the Circuit Court of said county at the place of holding same, then and there to answer the complaint of C. A. MOULTON.

WITNESS my hand this 28 day of October, 1959.

Oliver J. Hirsch
Clerk of the Circuit Court

Defendant resides at
Loxley, Alabama.

* * * * *

| | | |
|----------------------|---|-------------------------|
| C. A. MOULTON, |) | |
| Plaintiff, |) | IN THE CIRCUIT COURT OF |
| VS. |) | BALDWIN COUNTY, ALABAMA |
| PAUL CHILDRESS, JR., |) | AT LAW |
| Defendant. |) | |

COUNT ONE

The plaintiff claims of the defendant the sum of Seventeen Hundred Fifty and No/100 Dollars (\$1750.00) due on a promissory waive note made by the defendant on the 1st day of August, 1956, and payable to the plaintiff on the 1st day of January, 1958, which note bears interest from maturity at the rate of six percent (6%) per annum, which note is the property of the plaintiff, and the said indebtedness, together with the interest thereon, is still due and unpaid.

Plaintiff avers that in and by the terms of the said note the defendant waived all rights of exemption as to personal property and agreed to pay a reasonable attorney's fee which may accrue in connection with the collection of the debt evidenced by the said note, which attorney's fee the plaintiff alleges to be Two Hundred Seventy-five Dollars (\$275.00), and which he herewith claims.

COUNT TWO

The plaintiff claims of the defendant the sum of Seventeen Hundred Fifty and No/100 Dollars (\$1750.00) due on a promissory waive note made by the defendant on the 1st day of August, 1956, and payable to the plaintiff on the 1st day of January, 1959, which note bears interest from maturity at the rate of six percent (6%) per annum, which note is the property of the plaintiff, and the said indebtedness, together with the interest thereon, is still due and unpaid.

Plaintiff avers that in and by the terms of the said note the defendant waived all rights of exemption as to personal property and agreed to pay a reasonable attorney's fee which may accrue in connection with the collection of the debt evidenced by the said note, which attorney's fee the plaintiff alleges to be Two Hundred Seventy-five Dollars (\$275.00), and which he herewith claims.

COUNT THREE

The plaintiff claims of the defendant Seventeen Hundred Fifty and No/100 Dollars (\$1750.00), the rent of a tract of land, viz:

In Baldwin County, Alabama:

Southeast Quarter of Section 12, Township 4 South,
Range 5 East.

East Half of Southeast Quarter of Section 11;
Southwest Quarter,
West Half of Southeast Quarter,
Southeast Quarter of Northwest Quarter,
South Half of Southwest Quarter of Northeast
Quarter of Section 12;
West Half of Northwest Quarter,
Northeast Quarter of Northwest Quarter of Section 13;
Northeast Quarter of Section 14;

All in Township 4 South, Range 5 East,

demised by the plaintiff to the defendant on the 1st day of August, 1956, said rent commencing on the 1st day of January, 1958, and ending on the 1st day of January, 1959.

COUNT FOUR

The plaintiff claims of the defendant Seventeen Hundred Fifty and no/100 Dollars (\$1750.00, the rent of a tract of land, viz:

In Baldwin County, Alabama:
Southeast Quarter of Section 12, Township 4 South,
Range 5 East.

East Half of Southeast Quarter of Section 11;
Southwest Quarter,
West Half of Southeast Quarter,
Southeast Quarter of Northwest Quarter,
South Half of Southwest Quarter of Northeast
Quarter of Section 12;
West Half of Northwest Quarter,
Northeast Quarter of Northwest Quarter of Section 13;
Northeast Quarter of Section 14;

All in Township 4 South, Range 5 East,

demised by the plaintiff to the defendant on the 1st day of August,
1956, said rent commencing on the 1st day of January, 1959, and
ending on the 1st day of January, 1960.

COUNT FIVE

The plaintiff claims of the defendant Seventeen Hundred
Fifty and No/100 Dollars (\$1750.00) for the use and occupation by
him of the following tract of land, viz.:

In Baldwin County, Alabama:
Southeast Quarter of Section 12, Township 4 South,
Range 5 East.

East Half of Southeast Quarter of Section 11;
Southwest Quarter,
West Half of Southeast Quarter,
Southeast Quarter of Northwest Quarter,
South Half of Southwest Quarter of Northeast
Quarter of Section 12;
West Half of Northwest Quarter,
Northeast Quarter of Northwest Quarter of Section 13;
Northeast Quarter of Section 14;

All in Township 4 South, Range 5 East,

belonging to the plaintiff, from the 1st day of January, 1958, to
the 1st day of January, 1959.

COUNT SIX

The plaintiff claims of the defendant Seventeen Hundred
Fifty and No/100 Dollars (\$1750.00) for the use and occupation by
him of the following tract of land, viz.:

In Baldwin County, Alabama:
Southeast Quarter of Section 12, Township 4 South,
Range 5 East.

East Half of Southeast Quarter of Section 11;
Southwest Quarter,
West Half of Southeast Quarter,
Southeast Quarter of Northwest Quarter,
South Half of Southwest Quarter of Northeast
Quarter of Section 12;

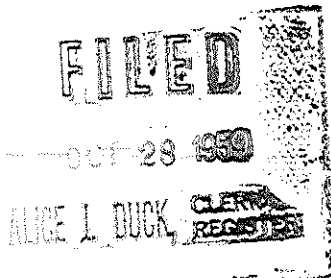
West Half of Northwest Quarter,
Northeast Quarter of Northwest Quarter of Section 13;
Northeast Quarter of Section 14;

All in Township 4 South, Range 5 East,
belonging to the plaintiff, from the 1st day of January, 1959, to
the 1st day of January, 1960.

J. T. Blackburn
Attorney for plaintiff

Plaintiff demands trial of said
cause by jury.

J. T. Blackburn
Attorney for plaintiff



VS. Plaintiff,
PAUL CHILDRESS, JR.,
Defendant.

Received 29 day of Oct 1954
and on 30 day of Oct 1954
served a copy of the within 20
on Paul Childress
By service on _____

TAYLOR WILKINS, Sheriff
By Edleigh Steadman S.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 4031

Lorley, Ala

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY Edl.
DEPUTY SHERIFF

J. B. BLACKBURN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

W. L. S.

| | | |
|----------------------|---|-------------------------|
| C. A. MOULTON, |) | |
| |) | IN THE CIRCUIT COURT OF |
| VS. Plaintiff, |) | BALDWIN COUNTY, ALABAMA |
| |) | |
| PAUL CHILDRESS, JR., |) | AT LAW |
| |) | |
| Defendant. |) | |

ATTACHMENT AFFIDAVIT

STATE OF ALABAMA)
 *
 BALDWIN COUNTY)

Before me, the undersigned authority, within and for said County in said State, personally appeared W. W. MOULTON, who, after being by me first duly and legally sworn, deposes and says:

That he is agent for the plaintiff, C. A. Moulton; that the defendant, Paul Childress, Jr., is indebted to the said plaintiff, C. A. Moulton, in the sum of Seventeen Hundred Fifty Dollars (\$1750.00) on a note made by the defendant dated August 1, 1956, and payable to the plaintiff on January 1, 1958, which note bears interest at the rate of six percent (6%) from January 1, 1958, and also in the sum of Seventeen Hundred Fifty Dollars (\$1750.00) on a note made by the defendant to the plaintiff dated August 1, 1956, payable on January 1, 1959, which note bears interest from January 1, 1959, at the rate of six percent (6%), which said amounts and the interest thereon are due and unpaid.

Affiant further deposes and says that the said amounts are due for rent on the following described property situated in Baldwin County, Alabama, to-wit:

Southeast Quarter of Section 12, Township 4 South, Range 5 East.

East Half of Southeast Quarter of Section 11;
 Southwest Quarter,
 West Half of Southeast Quarter,
 Southeast Quarter of Northwest Quarter,
 South Half of Southwest Quarter of Northeast Quarter
 of Section 12;
 West Half of Northwest Quarter, and the
 Northeast Quarter of Northwest Quarter of Section 13;
 Northeast Quarter of Section 14,

All in Township 4 South, Range 5 East,
 for the years of 1958 and 1959.

Affiant further deposes and says that the said defendant has failed or refused to pay the amount due on the said notes after

demand was made therefor and that this attachment is not sued out for the purpose of vexing or harassing the said defendant.

W M Maxwell

Sworn to and subscribed before me on this the 16th day of October, 1959.

Mary Lou Blackburn

Notary Public, Baldwin County, Alabama

FILED
OCT 28 1959
ALICE I. DUCK, CLERK
REGISTER

ATTACHMENT AFFIDAVIT

C. A. MOULTON,

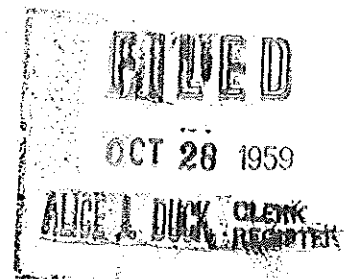
Plaintiff,

VS.

PAUL CHILDRESS, JR.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW



STATE OF ALABAMA)
*
BALDWIN COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That we, C. A. Moulton, as Principal, and the undersigned, as Sureties, are held and firmly bound unto Paul Childress, Jr., in the sum of Seventy-six Hundred Dollars (\$7600.00) to be paid to the said Paul Childress, Jr., his heirs, executors, administrators or assigns, for the payment of which, well and truly to be made, we, jointly and severally, bind ourselves, our heirs, executors and administrators.

Sealed with our seals and dated this 28th day of October, 1959.

The condition of the above obligation is such that, Whereas, the above bounden C. A. Moulton has this day prayed for and obtained an attachment against the estate of the said Paul Childress, Jr., for the sum of Thirty-eight Hundred Dollars (\$3800.00), returnable to the Circuit Court of Baldwin County, Alabama, as required by law.

Now, if the said C. A. Moulton shall prosecute said attachment to effect and pay the defendant all such damages as he may sustain from the wrongful or vexatious suing out of said attachment, then this obligation to be void; otherwise, to remain in full force and effect.

C. A. MOULTON (SEAL)

By *C. A. Moulton*
As his Attorney in Fact
As Principal

Fidelity + Casualty Co. of N.Y. (SEAL)

Wm. H. Lindsey (SEAL)
att. in fact.
As Sureties

Taken and approved on this the
28 day of October, 1959.

Alice L. Duck

Clerk of the Circuit Court of
Baldwin County, Alabama

FILED

OCT 28 1959

ALICE L. DUCK, CLERK
REINTER

ATTACHMENT BOND

C. A. MOULTON,

Plaintiff,

VS.

PAUL CHILDRESS, JR.,

Defendant.

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

FILED

OCT 28-59

ALICE L. DUCK, CLERK
REGISTER