

R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

4037

COMPLAINT

Count One

The Plaintiff claims of the Defendant the sum of ONE HUNDRED EIGHTY FOUR DOLLARS AND SIXTY TWO CENTS (\$184.62) as the balance due by Promissory note made by the defendant on to-wit the 7 February, 1959, and payable in twelve (12) installments of THIRTY FOUR (\$34.00) DOLLARS each beginning March 7, 1959. Said note providing that if any of said installments or any portion thereof shall become due and remain unpaid, then all the remaining unpaid installments shall, at the option of the holder, be considered as due and payable and that Defendant failed to pay the installment due on to-wit 7th day of June, 1959, and Plaintiff exercises this option to declare whole note due.

Plaintiff further shows that as a part of the consideration of said note the Defendant expressly waived his right to claim personal property as exempt to him under the Constitution and laws of the State of Alabama an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of THIRTY SIX DOLLARS AND NINETY TWO CENTS (\$36.92) as such attorney's fee.

  
E. G. RICKARBY  
Attorney for Plaintiff

FILED

NOV 5 1959

ALICE L. DICK, CLERK  
REGISTER

R.C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

COMPLAINT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 4037-----

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Paul Houston

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-----

Paul Houston-----, Defendant.

by R. C. Macon, Ind. and d/b/a First Finance & Loan Company

-----, Plaintiff

Witness my hand this 5th day of November 19 59

Reine J. Leuch-----, Clerk

66A

No. 4037

Page \_\_\_\_\_

The State of Alabama  
Baldwin County

CIRCUIT COURT

R. C. MACON, INDIVIDUALLY and d/b/a

First Finance & Loan Company

Plaintiffs

vs.

Paul Houston

Defendants

Summons and Complaint

Filed 11-5 19 59

Alice J. Duok

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at \_\_\_\_\_

Received In Office

19 \_\_\_\_\_

\_\_\_\_\_, Sheriff

I have executed this summons

this 1-19 19 60

by leaving a copy with

Paul Houston

Returned 16 day of Dec 1959

Not found in my county or diligent search and inquiry.

Taylor Wilkins, Sheriff

By Taylor Wilkins Deputy Sheriff

Sheriff claims 20 miles at

Ten Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY E. Leigh Stalder DEPUTY SHERIFF

Taylor Wilkins Sheriff

E. Leigh Stalder Deputy Sheriff

Fairhope, Ala

R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

AFFIDAVIT FOR ATTACHMENT

Before me, E. G. RICKARBY, a Notary Public, in and for said county, in said State, personally appeared R. C. MACON, who, being first duly sworn, deposes and says that PAUL HOUSTON is justly indebted to him in the sum of TWO HUNDRED TWENTY ONE DOLLARS AND FIFTY FOUR CENTS (\$221.54), which said sum is justly due, and that the said PAUL HOUSTON is a non-resident of the state of Alabama, and that this attachment is not sued out for the purpose of vexing or harassing the Defendant, and that the Defendant, PAUL HOUSTON, has a claim against the Estate of Valena Kirkman by inheritance, and that Herbert M. Kirkman, as executor of the estate of Valena Kirkman, is justly indebted to him, or has property or effects of the said PAUL HOUSTON in his possession or under his control, and that a Writ of Garnishment is necessary to obtain satisfaction of the claim of the Plaintiff against the Defendant.

Plaintiff further shows that the Defendant, PAUL HOUSTON, is over the age of twenty one (21) and of sound mind, and, the Plaintiff is informed and believes and on such information states that the Defendant, PAUL HOUSTON, is not in the Armed Forces of the United States of America, and that the address of PAUL HOUSTON can not be ascertained after diligent search and inquiry.

R C MACON

Subscribed and sworn to before me this the 4 day of November, 1959.

E G Rickarby  
Notary Public, Baldwin County, Alabama

4037

R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

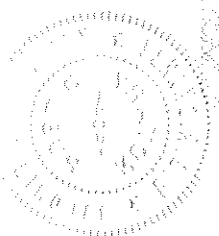
PAUL HOUSTON

Defendant.

AFFIDAVIT FOR ATTACHMENT

**FILED**  
NOV 5 1928  
ALICE J. DUCK, CLERK  
REGISTER

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



R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

AFFIDAVIT FOR ATTACHMENT

Before me, E. G. RICKARBY, a Notary Public, in and for said county, in said State, personally appeared R. C. MACON, who, being first duly sworn, deposes and says that PAUL HOUSTON is justly indebted to him in the sum of TWO HUNDRED TWENTY ONE DOLLARS AND FIFTY FOUR CENTS (\$221.54), which said sum is justly due, and that the said PAUL HOUSTON is a non-resident of the state of Alabama, and that this attachment is not sued out for the purpose of vexing or harassing the Defendant, and that the Defendant, PAUL HOUSTON, has a claim against the Estate of Valena Kirkman by inheritance, and that Herbert M. Kirkman, as executor of the estate of Valena Kirkman, is justly indebted to him, or has property or effects of the said PAUL HOUSTON in his possession or under his control, and that a Writ of Garnishment is necessary to obtain satisfaction of the claim of the Plaintiff against the Defendant.

Plaintiff further shows that the Defendant, PAUL HOUSTON, is over the age of twenty one (21) and of sound mind, and, the Plaintiff is informed and believes and on such information states that the Defendant, PAUL HOUSTON, is not in the Armed Forces of the United States of America, and that the address of PAUL HOUSTON can not be ascertained after diligent search and inquiry.

Subscribed and sworn to before me this the 4<sup>th</sup> day of

November, 1959.

  
Notary Public, Baldwin County, Alabama

4037

R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

AFFIDAVIT FOR ATTACHMENT

**FILED**

NOV 5 1959

ALICE I. DICK

CLERK  
REGISTER

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

R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW.

WRIT OF ATTACHMENT

To Any Sheriff of the State of Alabama, Greeting:

Whereas, R.C. MACON, Individually and d/b/a FIRST FINANCE AND LOAN CO. have complained to me, Alice Duck, Clerk of the Circuit Court, that PAUL HOUSTON is justly indebted to the R. C. MACON in the sum of TWO HUNDRED TWENTY ONE DOLLARS AND FIFTY NINE CENTS (\$221.59) and, having made affidavit as required by law in such cases, and it appearing that the said PAUL HOUSTON resides out of the State of Alabama, and is a nonresident of the State of Alabama, and that Herbert Kirkman, as executor of the Estate of Valena Kirkman, is suppose to be indebted to the said PAUL A. HOUSTON under and by virtue of an inheritance or claim that the said PAUL HOUSTON has against the estate, in said affidavit mentioned.

Now, therefore, you are hereby commanded to attach the estate of the said PAUL HOUSTON, by serving a writ of garnishment upon HERBERT M. KIRKMAN as executor of the Estate of Valena Kirkman commanding him to answer within thirty days from the service of said writ whether or not he is indebted or will become indebted to the said PAUL HOUSTON .

Done this the 5 day of Nov, 1959.

Alice Duck  
Alice Duck  
Clerk of Circuit Court  
Baldwin County, Alabama

NOTE: The defendant, PAUL HOUSTON, being a nonresident of the State of Alabama, no bond is required of the complainant.

Alice Duck  
Circuit Clerk

LAW OFFICES  
E. G. RICKARBY  
392 FAIRHOPE AVENUE  
FAIRHOPE, ALABAMA

February 22, 1960

Mrs. Alice J. Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Re: R. C. Macon  
Vs: Paul Houston  
File: 4925

4037

Request you issue Judgment by Default on  
Promissory Note in the case of Macon vs.  
Houston.

Call Judge Hall's attention to the fact  
that although Macon is a licensed finance  
company this note was for \$408.00 so it  
does not come under the short loan mortgage.


Please enter judgment for \$232.61 which  
includes balance on Note of \$184.62,  
interest for \$11.07, attorneys fee of  
\$36.92 with Waiver.

18462  
1107  
3692

\$ 232.61

Enclosed find note.

Yours very truly,



EGR/bs

## NOTE

#58

Date

2/7/59

ct. No.

FOR VALUE RECEIVED, I/we, jointly and severally, promise to pay to the order of:

LOAN NO. 7950

FIRST FINANCE &amp; LOAN CO. 219 Fairhope Avenue, Fairhope, Alabama

the sum of

Seven Hundred Eight &amp; no/100

DOLLARS (\$ 408<sup>00</sup>)

payable in 12 equal successive

Amount of Advance 280.00

weekly

semi-monthly installments of \$ 34<sup>00</sup>

each, the first installment being due on 2/7/59

monthly

Time being of the essence, if any one of said installments or any portion thereof shall become due and remain unpaid, then all the remaining unpaid installments shall, at the option of the holder, and without notice to the undersigned, be considered as due and payable. The undersigned, whether makers, co-makers, endorsers, sureties, or guarantors, severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them; and they agree that the time of payment may be extended without notice to either of them of such extension; and agree to pay all costs of collecting this note and each expressly waives as to this debt all rights to claim personal property as exempt under the laws and Constitution of the State of Alabama.

And for the purpose of securing said indebtedness, the undersigned, severally and jointly, grants, bargains, sells and conveys to the said payee, the following personal property, now located at Fairhope Ala.

One 1953 Dodge Pickup Truck Motor # T305-126850

Upon condition, however, that if the undersigned pays said indebtedness, this conveyance shall be void; otherwise, to remain in full force and effect; but if the undersigned shall fail to pay said indebtedness or any installment thereof, the holder hereof shall have the right to immediately take possession of said property and sell the same at public or private sale, at such place as the holder may elect and without having the property at the place of sale, at public outcry for cash, at which sale the holder may be the purchaser, and apply the proceeds to the payment of said debt and as required by law.

*Paul Houston*

Full Name of Person Making Loan

*Paul Houston*

Name of Borrower

*Rt 1 Box 321 Fairhope Ala*

Address of Borrower

*Paul Houston* (SEAL)

ADDRESS

(SEAL)

ADDRESS

W. C. RICHARD, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

In this Circuit Court of  
BALDWIN COUNTY, ALABAMA  
at Law

COMPLAINT

Count One

The Plaintiff claims of the Defendant the sum of ONE HUNDRED EIGHTY FOUR DOLLARS AND SIXTY TWO CENTS (\$184.62) as the balance due by Promissory note made by the defendant on to-wit the 7 February, 1959, and payable in twelve (12) installments of THIRTY FOUR (\$34.00) DOLLARS each beginning March 7, 1959. Said note providing that if any of said installments or any portion thereof shall become due and remain unpaid, then all the remaining unpaid installments shall, at the option of the holder, be considered as due and payable and that Defendant failed to pay the installment due on to-wit 7th day of June, 1959, and Plaintiff exercises this option to declare whole note due.

Plaintiff further shows that as a part of the consideration of said note the Defendant expressly waived his right to claim personal property as exempt to him under the Constitution and laws of the State of Alabama an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of THIRTY SIX DOLLARS AND SIXTY TWO CENTS (\$36.92) as such attorney's fee.

W. C. RICHARD  
Attorney for Plaintiff

FILED

NOV 2  
ALICE J. DUCK, CLERK  
REGISTERED

R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

AFFIDAVIT FOR ATTACHMENT

Before me, E. G. RICKARBY, a Notary Public, in and for  
said county, in said State, personally appeared R. C. MACON, who,  
being first duly sworn, deposes and says that PAUL HOUSTON is  
justly indebted to him in the sum of TWO HUNDRED TWENTY ONE DOLLARS  
AND FIFTY FOUR CENTS (\$221.54), which said sum is justly due, and  
that the said PAUL HOUSTON is a non-resident of the state of Alabama,  
and that this attachment is not sued out for the purpose of vexing  
or harassing the Defendant, and that the Defendant, PAUL HOUSTON,  
has a claim against the estate of Valena Kirkman by inheritance,  
and that Herbert M. Kirkman, as executor of the estate of Valena  
Kirkman, is justly indebted to him, or has property or effects of  
the said PAUL HOUSTON in his possession or under his control, and  
that a Writ of Garnishment is necessary to obtain satisfaction of  
the claim of the Plaintiff against the Defendant.

Plaintiff further shows that the Defendant, PAUL HOUSTON,  
is over the age of twenty one (21) and of sound mind, and, the  
Plaintiff is informed and believes and on such information states  
that the Defendant, PAUL HOUSTON, is not in the Armed Forces of the  
United States of America, and that the address of PAUL HOUSTON can  
not be ascertained after diligent search and inquiry.

S R. C. MACON

Subscribed and sworn to before me this the 4 day of

NOVEMBER 1959.

S E. G. Rickarby  
Notary Public, Baldwin County, Alabama



R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW.

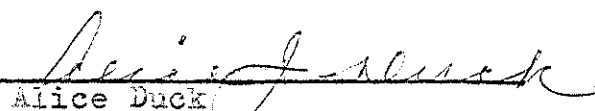
WRIT OF ATTACHMENT

To Any Sheriff of the State of Alabama, Greeting:

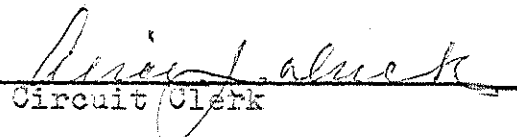
Whereas, R.C. MACON, Individually and d/b/a FIRST FINANCE AND LOAN CO. have complained to me, Alice Duck, Clerk of the Circuit Court, that PAUL HOUSTON is justly indebted to the R. C. MACON in the sum of TWO HUNDRED TWENTY ONE DOLLARS AND FIFTY NINE CENTS (\$221.59) and, having made affidavit as required by law in such cases, and it appearing that the said PAUL HOUSTON resides out of the State of Alabama, and is a nonresident of the State of Alabama, and that Herbert Kirkman, as executor of the Estate of Valena Kirkman, is suppose to be indebted to the said PAUL HOUSTON under and by virtue of an inheritance or claim that the said PAUL HOUSTON has against the estate, in said affidavit mentioned.

Now, therefore, you are hereby commanded to attach the estate of the said PAUL HOUSTON, by serving a writ of garnishment upon HERBERT M. KIRKMAN as executor of the Estate of Valena Kirkman commanding him to answer within thirty days from the service of said writ whether or not he is indebted or will become indebted to the said PAUL HOUSTON .

Done this the 15 day of Nov, 1959.

  
Alice Duck  
Clerk of Circuit Court  
Baldwin County, Alabama

NOTE: The defendant, PAUL HOUSTON, being a nonresident of the State of Alabama, no bond is required of the complainant.

  
Circuit Clerk

4039

R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendnat.

WRIT OF ATTACHMENT

**FILED**

Nov 5-59

**ALICE J. DUCK,** CLERK  
REGISTER

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

Received \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
and on 12 day of Nov 1959  
I served a copy of the within Writ of attachment  
on Paul Houston  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
BY Edinburgh Steadman

No Property Found  
to attach

Sheriff claims 20 miles at  
Ten Cents per mile Total \$ 2.00  
TAYLOR WILKINS, Sheriff  
BY Ed  
DEPUTY SHERIFF

Fairhope, Ala

10-25-59

R. C. MACON, Individually  
and d/b/a FIRST FINANCE  
AND LOAN CO.

Plaintiff,

-VS-

PAUL HOUSTON

Defendant.

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

WRIT OF GARNISHMENT

To Herbert M. Kirkman as Executor of the Estate of Valena Kirkman:

Whereas, a suit has been commenced in the Circuit Court of Baldwin County, Alabama, by R. C. MACON, Individually and d/b/a FIRST FINANCE AND LOAN CO. vs PAUL HOUSTON to recover a certain debt of a demand, and a writ of attachment has been placed in my hands from said court for the due execution thereof;

These are to command you, that within thirty days from the service of this writ, you personally be and appear before the Honorable Circuit Court of Baldwin County, Alabama, at Law, then and there to answer on oath whether or not you are indebted or will in the future be indebted to the said PAUL HOUSTON under and by virtue of any monies owed by said Estate to the said PAUL HOUSTON.

Attached hereto is a copy of the WRIT OF ATTACHMENT issued therein, and the affidavit upon which said writ was issued. Herein fail not under penalty.

Witness my hand this the 5th day of Nov, 1959.

*Raymond Wilkins*  
RAYMOND WILKINS  
Sheriff, Baldwin County, Ala.

**FILED**  
NOV 5 1959  
ALICE J. DICK, CLERK  
REGISTRAR