

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, 1960, of the Circuit Court of Baldwin County,
to-wit: On the 11th day of January, 1960, being a regular day of
said term,-----

-----Merchants National Bank-----
recovered judgment against Betty Jean Davenport Northcutt-----

for the sum of TWO HUNDRES SEVENTEEN and 02/100 (\$217.02) Dollars, and cost of suit,
and affidavit having been made by Phyllis S. Nesbit, Attorney 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:

South Baldwin Mills

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-----

South Baldwin Mills

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
-----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 Betty Jean Davenport Northcutt-----

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

Witness, ALICE J. DUCK, Clerk of said Court, this 6 day of Aug, A. D., 1964

Issued-----day of-----A. D., 19-----

ATTEST:

Alice J. Duck, Clerk.

Circuit Court, Baldwin County

No. _____

VS. } Garnishment On Judgment

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

Attorney

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, 1960, of the Circuit Court of Baldwin County,
to-wit: On the 11th day of January, 1960, being a regular day of
said term,

Merchants National Bank
recovered judgment against Betty Jean Davenport Northcutt

for the sum of TWO HUNDRES SEVENTEEN and 02/100 (\$217.02) Dollars, and cost of suit,
and affidavit having been made by Phyllis S. Nesbit, Attorney 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:

South Baldwin Mills

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

South Baldwin Mills

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. 1960,
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
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 Betty Jean Davenport Northcutt

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

Witness, ALICE J. DUCK, Clerk of said Court, this 6 day of Aug, A. D., 1964

Issued day of A. D., 19

ATTEST:

Recalled

Alice J. Duck, Clerk.

Received 6 day of Aug 1964
and on _____ day of _____ 19____
I served a copy of the within Writ
on South Baldwin Mills
By service on _____

TAYLOR WILKINS, Sheriff
By _____ D. S.

Circuit Court, Baldwin County

No. 4099 1/2

Merchants National
Bank

VS. } Garnishment On Judgment

Betty Jean Deavenport Northcutt

Issued 6 day of Aug 1964

Returnable _____ day of _____ 19____

serve - South Baldwin Mills
R'dale

P. Nesbit
Attorney

State of Alabama

BALDWIN COUNTY

TO Betty Jean Davenport Northcutt, Defendant.....

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

Merchants National Bank, Plaintiff.....
versus Betty Jean Davenport Northcutt, Defendant.....

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

South Baldwin Mills

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 6
day of Aug., 1964.Alice J. Duck
Clerk of the Circuit Court.

629

Recalled

4099 1/2

received 6 day of Aug 1964
and on _____ day of _____ 19____
served a copy of the within Notice
Betty Jean Davenport
Northcutt
by service on _____

TAYLOR WILKINS, Sheriff

By _____

D. S. _____

**NOTICE
TO DEFENDANT OF GARNISHMENT**

BY

CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

Betty Jean Davenport
Northcutt
Deft.

Merchants Nat'l Bk.
Plaintiff.....

VS.

Betty Jean Davenport, Northcutt

R'dale

Defendant.....

ret order of
Sept 1964

C Nesbit Atty

State of Alabama
BALDWIN COUNTY

TO Betty Jean Davenport Northcutt, Defendant.....:

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

Merchants National Bank, Plaintiff.....,

versus Betty Jean Davenport Northcutt, Defendant.....,

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

South Baldwin Mills

has ^s been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 6.....

day of Aug, 1964..

Alice L. Quak
Clerk of the Circuit Court.

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

Plaintiff.....

VS.

Defendant.....

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 Phyllis S. Nesbit, Attorney for Merchants National Bank of Mobile

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

of the Circuit Court of Baldwin County, to-wit: on the 11th day of January

19 60, Merchants National Bank of Mobile

recovered a judgment against Betty Jean Davenport Northcutt

_____ for the sum of

TWO HUNDRED SEVENTEEN and 02/100 (\$217.02) Dollars

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

South Baldwin Mills

supposed to be indebted to or have effects of the said Betty Jean Davenport Northcutt

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

Garnishment against said South Baldwin Mills

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 6

day of August A. D. 1960

Alice J. Duck
Clerk.

Phyllis S. Nesbit

NO.

4099 1/2

CIRCUIT COURT

VS.

AFFIDAVIT

Garnishment on Judgment

Filed this

FILED

day of

AUG

6

1964

19

CLERK

Clerk.

ALICE L. DICK

MOORE PRINTING CO., BAY MINETTE, ALA.

SUMMONS

STATE OF ALABAMA § IN THE CIRCUIT COURT OF
BALDWIN COUNTY § BALDWIN COUNTY, ALABAMA
 § AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons BETTY JEAN DAVENPORT NORTHCUTT to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of MERCHANTS NATIONAL BANK OF MOBILE.

Witness my hand this ¹⁰~~19~~ day of Dec, 1959.

Alice J. Duck
Alice J. Duck, Clerk

MERCHANTS NATIONAL BANK OF MOBILE, §
A CORPORATION §

PLAINTIFF §

VS §

BETTY JEAN DAVENPORT NORTHCUTT, §
also known as BETTY JEAN DAVEN- §
PORT, also known as BETTY JEAN §
NORTHCUTT §

DEFENDANT §

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 4060

1.

The Plaintiff claims of the Defendant, SEVEN HUNDRED SEVENTY-FOUR AND 40/100 DOLLARS (\$774.40) balance due on a promissory note made by the Defendant on the 17th day of January, 1959 and payable in eighteen monthly installments of SIXTY-TWO AND 50/100 DOLLARS (\$62.50), one monthly installment being due and payable on June 1, 1959. The Plaintiff avers that the Defendant defaulted in the payment of this installment and all subsequent monthly installments and that the whole balance has become due and payable. The Plaintiff claims interest at the rate of 8% per annum from the 1st day of June, 1959; this being provided for in the terms of said promissory note. The Plaintiff further avers that the Defendant agreed in said promissory note to pay all expenses including reasonable attorney's fees incurred in the collection of the same and the Plaintiff claims a reasonable attorney's fee in the amount of ONE HUNDRED THIRTY DOLLARS (\$130.00)

2.

The Plaintiff claims of the Defendant TWO HUNDRED TWELVE AND 00/100 DOLLARS (\$212.00) due on a promissory note made by the Defendant on the 17th day of August, 1959 and payable in eight monthly installments of TWENTY-SIX AND 50/100 DOLLARS (\$26.50), the first installment being due and payable on the 25th day of September, 1959. The Plaintiff avers that the Defendant defaulted in the payment of this installment and all subsequent monthly installments and that the whole balance has become due and payable. The Plaintiff claims interest at the rate of 8% per annum from the 25th day of September, 1959; this being provided for in the terms of said promissory note. The Plaintiff further avers that the Defendant agreed in said promissory note to pay all expenses including reasonable attorney's fees incurred in the collecting of the same and the Plaintiff claims a reasonable attorney's fee in the amount of THIRTY-SIX DOLLARS (\$36.00).

WILTERS, BRANTLEY AND NESBIT

BY:

Phyllis S. Nesbit
Attorneys for the Plaintiff

Defendant may be served at her home
at Robertsdale.

FILED

DEC 10 1959

ALICE J. DUCK, Clerk

STATE OF ALABAMA

BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO.

4099

PLAINTIFF

VS

BETTY JEAN DAVENPORT NORTH CUTT,
also known as BETTY JEAN DAVEN-
PORT, also known as BETTY JEAN
NORTH CUTT

DEFENDANT

WILTERS, BRANTLEY AND NESBITT
Robertsdale, Alabama

Received 10 day of Dec 1959
and on 11 day of Dec 1959
served a copy of the within RC
on Betty Jean Davenport
Northcutt
by service on _____

TAYLOR WILKINS, Sheriff

By Steadham D. S.

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
BY CR
DEPUTY SHERIFF

FILED
DEC 10 1959
ALICE J. DUCK, Clerk

Robertsdale, Ala

Mobile, Ala., August 17, 1959 19

I/We promise to pay to the order of THE MERCHANTS NATIONAL BANK OF MOBILE, MOBILE, ALABAMA,

Two hundred twelve and no/100 - - - - - Dollars \$212.00

for value received. Payable at THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Ala.

In 8 installments of \$26.50 payable on 25 of each consecutive month, beginning Sept 25, 1959

after date without grace and balance of \$ XXXX payable XXXX

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, payable monthly in advance on unpaid balance unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and they each severally agree to pay all costs of collecting or 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. If any installment is not paid at maturity, or if a petition in bankruptcy is filed by or against the undersigned, or if a bill for a receiver be filed against the undersigned or if the undersigned shall make any general assignment, or shall make any transfer or conveyance of any part of his property in such manner as to prefer one creditor over another, or to constitute a fraudulent conveyance, then the entire unpaid amount of this note shall become due and payable at the option of the holder.

C/o Floyd White

Address

Silverhill, Alabama

66208 AUG 18

Address

Betty Jean Northcutt (SEAL)

(SEAL)

DAVENPORT

INSTALLMENT LOAN

Reg 120

The undersigned endorses each for himself hereby severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and they each severally agree to pay all costs of collecting or 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.

(SEAL)

(SEAL)

(SEAL)

$$\begin{array}{r}
 212 \\
 + 43 \\
 \hline
 255 \\
 - 243 \\
 \hline
 12 \\
 \hline
 12
 \end{array}$$

$$\begin{array}{r}
 \$213.00 \\
 30.98 \text{ Paid} \\
 \hline
 \$181.02 \text{ Balance}
 \end{array}$$