

# Jury List First Week, Sept. 10, 1934.

| NO.           | NAME                                | OCCUPATION                  | ADDRESS                     |
|---------------|-------------------------------------|-----------------------------|-----------------------------|
| 1             | Charles Bill,                       | Farmer,                     | Loxley                      |
| <del>2</del>  | <del>Thomas Steele, Jr.</del>       | <del>Farmer,</del>          | <del>Bon Secour</del> P8    |
| <del>3</del>  | <del>Cleveland Fell,</del>          | <del>Farmer,</del>          | <del>Lillian</del>          |
| 4             | Edwin Green,                        | Farmer                      | Loxley                      |
| <del>5</del>  | <del>James D. Seay,</del>           | <del>Farmer,</del>          | <del>Loxley</del>           |
| <del>6</del>  | <del>Robert M. Rabon,</del>         | <del>Naval Stores,</del>    | <del>Rabon</del> P1         |
| <del>7</del>  | <del>Arthur Alms,</del>             | <del>Farmer,</del>          | <del>Elberta</del> D5       |
| <del>8</del>  | <del>Max Krossen,</del>             | <del>Farmer,</del>          | <del>Elberta</del> D4       |
| <del>9</del>  | <del>Jacob Frank,</del>             | <del>Farmer,</del>          | <del>Elberta</del> D7       |
| <del>10</del> | <del>Dewey Slocumb,</del>           | <del>Farmer,</del>          | <del>Barnwell</del> D8      |
| 11            | Charles Street,                     | Farmer,                     | Point Clear                 |
| <del>12</del> | <del>Samuel De Paula,</del>         | <del>Merchant,</del>        | <del>Elberta</del> D9       |
| <del>13</del> | <del>James Alex Dean,</del>         | <del>Farmer</del>           | <del>Stapleton</del>        |
| 14            | Joseph E. Brown,                    | Merchant,                   | Foley                       |
| 15            | John Russell,                       | Mill Man,                   | Loxley                      |
| <del>16</del> | <del>Herbert Koelling,</del>        | <del>Electrician,</del>     | <del>Perdido Beach</del> D1 |
| <del>17</del> | <del>Reuben Bryars,</del>           | <del>Timberman,</del>       | <del>Stockton</del>         |
| 18            | Walter Dana,                        | Fisherman,                  | Point Clear                 |
| <del>19</del> | <del>Fred Strehle,</del>            | <del>Ice man,</del>         | <del>Elberta</del> D1       |
| 20            | Sim Parker,                         | Fisherman,                  | Bon Secour                  |
| 21            | Alvin Johnson,                      | Farmer,                     | Barnwell                    |
| <del>22</del> | <del>W. Joe Hall,</del>             | <del>Cattleman,</del>       | <del>Bay Minette</del> P7   |
| <del>23</del> | <del>Robert S. Duck,</del>          | <del>Salesman,</del>        | <del>Bay Minette</del>      |
| <del>24</del> | <del>Henry Peaden,</del>            | <del>Farmer,</del>          | <del>Bay Minette</del> D6   |
| 25            | H. Pete Jones,                      | Merchant,                   | Bay Minette                 |
| <del>26</del> | <del>Belden C. Taylor,</del>        | <del>Farmer,</del>          | <del>Bay Minette</del> P5   |
| <del>27</del> | <del>Thomas W. Trawick,</del>       | <del>Truckman,</del>        | <del>Bay Minette</del>      |
| <del>28</del> | <del>Robert M. Newton,</del>        | <del>Millman,</del>         | <del>Bay Minette</del>      |
| <del>29</del> | <del>Walter Jones,</del>            | <del>Farmer</del>           | <del>Bay Minette</del> P3   |
| 30            | Clarence Eiland,                    | Millman,                    | Bay Minette                 |
| <del>31</del> | <del>James T. Bradley,</del>        | <del>Clerk,</del>           | <del>Bay Minette</del>      |
| 32            | Claude F. Kersh,                    | Salesman,                   | Bay Minette                 |
| <del>33</del> | <del>Thomas J. Davidson,</del>      | <del>Meat Market,</del>     | <del>Bay Minette</del>      |
| <del>34</del> | <del>W. Gaither Hobbs,</del>        | <del>Filling Station,</del> | <del>Bay Minette</del>      |
| <del>35</del> | <del>Reginald Rex Dohve, Sr.,</del> | <del>Butcher,</del>         | <del>Loxley</del>           |
| <del>36</del> | <del>Blane G. Dickman,</del>        | <del>Salesman,</del>        | <del>Bay Minette</del> D6   |
| <del>37</del> | <del>Dennis C. Byrne,</del>         | <del>Mechanic,</del>        | <del>Bay Minette</del>      |
| <del>38</del> | <del>Edwin C. Hand,</del>           | <del>Insurance,</del>       | <del>Bay Minette</del> P4   |
| <del>39</del> | <del>Robert E. Lawson,</del>        | <del>Produce,</del>         | <del>Bay Minette</del> P2   |
| 40            | Terry D. Huggins,                   | Bookkeeper,                 | Bay Minette                 |
| <del>41</del> | <del>John N. Standard,</del>        | <del>Merchant,</del>        | <del>Bay Minette</del>      |
| <del>42</del> | <del>W. Silsbee Alexander,</del>    | <del>Naval Stores,</del>    | <del>Bay Minette</del>      |
| <del>43</del> | <del>J. W. McMillan</del>           |                             | P1                          |

P9 - 111  
D8 - 111

43  
17  
29  
12  
17

FRANK MULLEK,

Plaintiff,

-vs-

JOSEPH MESTRINELLI JR.,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

Now comes Frank Mullek, Plaintiff in the aforesaid cause,  
and moves the Court for a new trial, and for grounds therefor,  
says:-

1st. That the verdict of the Jury was contrary to the  
evidence in the case.

2nd. That the verdict of the Jury was contrary to the  
law in the case.

3rd. That the verdict of the Jury was contrary to the  
charge of the Court.

4th. That the verdict of the Jury was contrary to the  
pleadings in the case.

*Hubert Ward & Chan*  
Attorneys for Movant.

TO BERBE & HALL, ATTORNEYS FOR JOSEPH MESTRINELLI JR., DEFENDANT.

*9/29/33: The foregoing motion is  
ordered continued to Nov. 1, 1933.*

*J. W. Hare*  
Judge

The Court Charge the  
Jury that if you believe  
the evidence you must  
find for the Plaintiff -

Argy not

STATE OF ALABAMA.

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that we, JOSEPH MESTRINELLI, JR., as Principal, and the undersigned, as Sureties, are held and firmly bound unto FRANK MULLEK, in the sum of SIX HUNDRED DOLLARS, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this the 2<sup>nd</sup> day of April, 1932.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, WHEREAS, under a Writ of Detinue issued in favor of Frank Mullek against Joseph Mestrinelli, Jr., out of the Circuit Court of Baldwin County, Alabama, the Sheriff of said County has been commanded to seize the following described property:

One Tractor;  
One Chevrolet Truck;  
One Horse;  
One Mule, and  
Four Cows;

and has taken the same into his possession, and the possession of said property has been restored to the defendant on execution of this bond;

NOW, if the defendant is cast in the said suit and shall within thirty days thereafter deliver the said property to the plaintiff and pay all costs and damages which may accrue from the detention thereof, then the above obligation to be void; otherwise to remain in full force and effect.

J. Mestrinelli Jr. (SEAL)

John Kraft (SEAL)

Joseph Tardul (SEAL)

James L. ... (SEAL)

W. H. ... (SEAL)

Taken and approved, this the 2<sup>nd</sup> day of April, 1932.

M. R. Stuart Sheriff.

The State of Alabama,  
Baldwin County

}

CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA--GREETING:

Whereas ..... F R A N K   M U L L E K .....  
has commenced suit by Summons and Complaint returnable to the next term of the Circuit Court  
of said County, against ..... J O S E P H   M E S T R I N E L L I , Jr .....  
.....

for the sum of SIX HUNDRED, THIRTY-EIGHT and 69/100 Dollars and whereas, the said  
.....

..... F R A N K   M U L L E K .....  
has entered into bond, and made affidavit as required by law that the said .....  
..... J O S E P H   M E S T R I N E L L I , Jr .....  
.....

is indebted to him ..... in the sum of SIX HUNDRED, THIRTY-EIGHT and 69/100  
Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such  
judgment as may be recovered by Plaintiff, and that .....  
.....

..... the STATE BANK OF ELBERTA .....  
..... is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said .....  
..... STATE BANK OF ELBERTA .....  
.....

..... to be and appear at the APRIL ..... term of the Circuit Court, to  
be holden for the County of Baldwin, on THE 11TH DAY of April ..... 1922...,  
then and there to answer, upon oath, whether, at the time of the service of this garnishment, or  
at the time of making your answer, or at any time intervening between the time of serving the  
garnishment and making the answer, you were indebted to the defendant, and whether, you  
will not be indebted to him in the future by a contract then existing, and whether by a contract  
then existing, you are liable to him 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 you have not in your possession or under your control money or  
effects belonging to the defendant.

Witness my hand this ..... day of March 1922, 192.....  
.....  
.....

Clerk.

*Original*  
**RECORDED**

**Circuit Court of Baldwin County**

Executed March 10 1932

By serving Copy of the  
within notice on.

Alfred Neumann  
As Cashier of the Elberta  
State Bank, of Elberta Ala,

W. R. Stuart Sheriff

By L. Lindorfer D.S.

FRANK MULLEK,  
Plaintiff.

vs. } **GARNISHMENT ON SUMMONS**

JOSEPH MESTRINELLI, Jr.  
Defendant.

STATE BANK OF ELBERTA,  
Garnishee.

Issued 8th day of March 1932.

Elkott G. Rickaby.

Plaintiff's Attorney

FRANK MULLEK,  
Plaintiff.

VS

JOSEPH MESTRINELLI, JR.  
Defendant.

L A W .

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

Comes the Plaintiff and amends the complaint  
heretofore filed in this cause by adding the following  
count:

FOURTH: The Plaintiff claims of the defendant  
the following personal property, viz:

One tractor.  
One Chevrolet truck,  
One Horse,  
One mule, and  
Four cows,

with the value of the hire or use thereof during  
the detention, viz., from the 2nd day of March, 1932.

*Clifford B. Rinaldy*  
Attorney for Plaintiff.

*Print to be  
75-2*

FRANK MULLEK

Plaintiff,

vs

JOSEPH MESTRINELLI, JR.

Defendant.

AMENDMENT TO COMPLAINT.

*Filed Mar 28/93*  
*T. M. Rickarby*  
*Clark*

*Elliott G. Rickarby.*

*Atty for Pff.*



The State of Alabama,  
Baldwin County.

CIRCUIT COURT.  
No. Bay Minette Ala March 28, 1932

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Jospen Mestrinelli, Jr.,

to appear within thirty days from the service of this writ, in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the Amended complaint of

Frank Mullek,

Witness my hand this 28th day of March, 1932  
D. W. Richardson Clerk.

COMPLAINT

Plaintiff Versus Defendant

The plaintiff claims of the defendant the following personal property towit:

with the value of the hire or use thereof during the detention, to-wit;

from 192, to 192

Plaintiff's Attorney.

No. \_\_\_\_\_ Page \_\_\_\_\_

State of Alabama,  
Baldwin County.

## Circuit Court

Frank Mullek,

vs.

Plaintiffs

Joseph Mestrinnelli, Jr.,

Defendants

### Detinue Summons and Complaint

Filed March 28th, 1932

T. M. Redman, Clerk.

*See copy on  
H.M. Hall  
city of...*

Elliott G. Rickarby,

Plaintiff's Attorney.

Defendant's Attorney.

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof

T. M. Redman, Clerk.

Defendant lives at

Received in office

192

Sheriff

I have executed this summons

this 28<sup>th</sup> Mar 1932

by leaving a copy with

*Joseph Mestrinnelli and  
taking into my  
possession the  
property described  
here in*

*W. R. Stuart*

SHERIFF.

DEPUTY SHERIFF.

FRANK MULLEN,

Plaintiff.

VS.

JOSEPH MESTRELLI, JR.

Defendant.

\*  
\*  
\* \*  
\* \*  
\* \*  
\* \*  
\* \*  
\* \*  
\* \*  
\* \*

LAW.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

INTERROGATORIES PROPOUNDED BY PLAINTIFF TO DEFENDANT.

ONE: Did you execute a waiver of exemption note on January 15th, 1951, to Frank Mullen payable July 15th of that year in the sum of FIVE HUNDRED DOLLARS.

TWO: Was not this note secured by a tractor, a Chevrolet truck, a horse, a mule and four cows.

THREE: If you claim that anything has been paid on this note, state when this payment was made, who to, where and in what manner, either in cash or by check.

FOUR: If you say payment was made by cash state as near as you can recollect the denomination of the bills and where you got the money. That is, either from a Bank or from an individual, and who. State when you got this money and how long you had it in your possession before you paid it out.

FIVE: Did you get a receipt for this payment? If so, attach it.

SIX: If you have said that the payment aforesaid was by check, state to whom this check was made payable and attach a copy of the check with all endorsements or notations.

SEVEN: If you state that you made a payment of \$200.00 on August 5th, 1951, by check, state when you wrote on the check the words "Payment on \$500.00". Was not this put on after the check had been returned to you through the Bank?

EIGHT: Was not this check endorsed over to and deposited by the Merchants Fertilizer & Phosphate Company of Pensacola, Florida?

NINE: At the same time that you owed Mr. Mullek \$500.00 did you not also owe the Merchants Fertilizer & Phosphate Company \$525.00?

TEN: Did you or not give your note for this amount? If so, has this note been paid? Attach the note or an exact copy of it with all endorsements to your answer.

ELEVEN: Give the dates when you made payments to the Merchants Fertilizer & Phosphate Company in settlement of your 1931 fertilizer account.

TWELVE: Attach receipts or cancelled checks for the payments that you made on this account, particularly the payment of \$200.00 made by you on or about August 6th, 1931. To whom were these payments made and were they made in cash or by check?

THIRTEEN: When you made your final payment on this account on September 25th, 1931, was the Fertilizer Company note returned to you? If not, did your receipt recite that it was in full? Attach receipt if you have one, to your answer, otherwise the cancelled note.

*Elliott G. Rickaby*  
Attorney for Plaintiff.

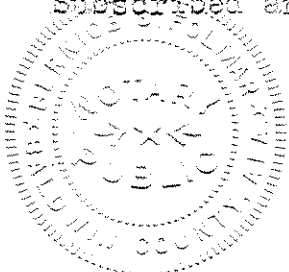
STATE OF ALABAMA.  
COUNTY OF BALDWIN.

Before me, the undersigned Notary, personally appeared this day ELLIOTT G. RICKABY, who, being sworn, says that he is attorney for Plaintiff in the above styled cause and that the answers of the defendant, if true, will be material evidence for the Plaintiff.

*Elliott G. Rickaby*

Subscribed and sworn to before me this the 10th day of May, 1932.

*Bernie S. Folmar*  
Notary Public, Baldwin County, Alabama.



TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

JOSEPH MESTRINELLI, JR.

to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County, at the place of holding the same, then and there to answer the complaint of

FRANK MULLEK

Witness my hand, this

day of March

1952

*J. M. Reservoir*

Clerk.

COMPLAINT

FRANK MULLEK  
Plaintiff.

VS

JOSEPH MESTRINELLI, JR.

:: :: :: :: :: :: :: :: :: :: :: :: :: :: ::

1. The Plaintiff claims of the Defendant FIVE HUNDRED DOLLARS due by promissory note made by him on the 15th day of January, 1931, and payable on the 15th day of July, 1931, with interest thereon.

Plaintiff further shows that by the terms of said note the Defendant waived all rights of exemption as against any process that may issue for the collection of said note and further agreed to pay attorney's fees for the collection thereof, which fee Plaintiff now claims in the further sum of SEVENTY SIX AND 45/100 DOLLARS.

2. The Plaintiff claims of the Defendant the further sum of FIVE HUNDRED AND FIFTY DOLLARS due from him on account on, towit, the 20th day of August, 1931, which sum of money, with the interest thereon is still due and unpaid.

3rd. The Plaintiff claims of the defendant the further sum of FIFTY DOLLARS for one horse sold by Plaintiff to the defendant on, towit, the 20th day of August, 1931, which sum of money, with the interest thereon, is still due and unpaid.

*Elliot A. Rinsley*  
Attorney for Plaintiff.

THE PLAINTIFF DEMANDS A TRIAL BY JURY.

Received in office 9th day of  
March 1932

W.R. Stuart

Sheriff of Baldwin County, Ala.

Executed by serving cop 1  
of the within Summons and Complaint on  
Joseph Mestrinelli

Defendant

This the 10 day of March 1932

W.R. Stuart

Sheriff of Baldwin County, Ala.

By L. Linskerfer  
Deputy Sheriff.

Original  
**RECORDED**

9631

No.

FRANK MULLEK

VS.

JOSEPH MESTRINELLI Jr

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19

SUMMONS AND COMPLAINT

Filed in office this 8th day of

March A. D. 1932

J.M. Mestrinelli Clerk.

ELLIOTT G. RICKARBY Plaintiff's Attorney.

Moore Printing Co. Bay Minette, Ala.

~~We the jury find for the plaintiff  
on count #3 and allow interest from  
August 20th, 1932, on the amount of \$50.00  
the amount of \$50.00 with interest from  
August 20, 1932 to September 12, 1933.  
Total amount \$54.25  
We the jury find for the defendant on  
counts #1 and 4.~~

~~C.H. Price Jr.  
Foreman.~~

We the jury find  
for the defendant  
on Count #1 under  
Complaint -

John Russell  
Foreman

9th County Road should be  
750.00

Bay Minette, Alabama,  
September 13th, 1934.

Received of M. A. Stone, Clerk of the Circuit Court  
of Baldwin County, Alabama, the sum of THREE HUNDRED  
FIVE AND 83/100 (\$305.83) DOLLARS, being the amount  
deposited with said Clerk by the State Bank of Elberta  
under order of Judge F. W. Hare, Judge of the Circuit  
Court of Baldwin County, Alabama, in the case of  
Frank Mullek vs. Joseph Mestrinelli, Jr.,  
WITNESS my hand this 13th day of September, 1934.

Frank Mullek

WITNESS:

John Hare

ON OR BEFORE THE 15th day of July, 1931, I Elberta, Ala. Jan 15th, 1931, I promise to pay

Five Hundred \*\*\*\*\* Dollars, value received

And I agree to pay attorneys' fees if this indebtedness is enforced by suit, and waive in favor of this note costs of suit and attorneys' fees the benefit of all laws exempting personal property from levy and sale and choses in action from garnishment.

(Seal.)

(Seal.)

THE STATE OF ALABAMA, Baldwin COUNTY.

WHEREAS, I am indebted to Frank Mulek in the sum of Five Hundred \*\*\*\*\* Dollars evidenced by one promissory note of even date herewith and due on the 15th day of July 1931, and to secure the payment of the same, I hereby bargain, sell and convey to the said

Frank Mulek the following property, upon which there is no incumbrance, to-wit: One tractor, One Chev. Truck, One Horse, One Mule, and four Cows.

to have and to hold unto said Frank Mulek upon this condition: That if said note is paid when due, this instrument shall be null and void, otherwise to remain in full force, and the said Frank Mulek agents or assigns, are hereby empowered to seize said property, without process, and after giving five days' notice at three public places in the county, to sell the same at public outcry to the highest and best bidder for cash, and apply the proceeds to the discharge of said debt and cost of collection, and pay balance to Joe Mestrinelli.  
Given under my hand, this day and date above written.

Witness:

S. P. Pirriss

Joseph Mestrinelli Jr. (L. S.)

(L. S.)

(L. S.)



43  
79

*July 1932*

Joseph Martinelli Jr

to  
Grand Mulek

1-15-31

THE STATE OF ALABAMA PROBATE COURT  
IN BALDWIN COUNTY

Filed in office this 25 day of Jan, 1932  
and duly recorded in mtg Book No. 53

pages 247; and I certify that  
~~license or privilege tax, paid as required by an Act of~~  
~~the Legislature, approved September 14, 1929, and~~  
~~\$~~ 75 license or privilege tax, paid as re-  
quired by an Act of the Legislature, approved August  
22, 1928.

*[Signature]*  
Judge of Probate

State Bank of Ellipton  
Ellipton, Ala.

1/25/32  
8 am

Wife 75  
Mile 65  
Pl 140

\$ 100.00  
Revenue  
Stamps

P. O.

Elbert

Fla.

Ala., Date

Sept 1st 1931On or before the 15 day of January, 1932, we, or either of us, jointly and severally, promise to pay to

MERCHANTS FERTILIZER &amp; PHOSPHATE COMPANY OF PENSACOLA, or order,

One hundred and no 100

DOLLARS.

for value received, with interest thereon at the rate of 8% per annum from date until paid, payable at OfficeMerchants Fertilizer & Phosphate Co. Pensacola Flafor Balance due on Fertilizer Sacks

sold to the undersigned by MERCHANTS FERTILIZER & PHOSPHATE COMPANY OF PENSACOLA. The undersigned hereby certify that the fertilizer for which this note is given has been received, tagged and branded according to law, that the undersigned has examined said fertilizer and is (are) satisfied therewith, and that the MERCHANTS FERTILIZER & PHOSPHATE COMPANY OF PENSACOLA expressly refuses to make any warranty of the fertilizer, or any representation as to its quality or value, or fitness for the purpose for which the undersigned intends to use the same, or actually uses the same. If any maker or makers hereof reside in Alabama, suit may be brought hereon against such maker or makers in Montgomery County, Alabama, or in the County of the residence of the maker or makers, as the holder hereof may elect; if any maker or makers hereof reside in Florida, suit may be brought hereon against such maker or makers in Escambia County, Florida, or in the county of the residence of such maker or makers, as the holder hereof may elect. If this note is not paid when due, and is placed in the hands of an attorney for collection, the undersigned agrees to pay a reasonable costs and attorney's fees incurred in the collection of this note or the indebtedness evidenced hereby, and as to any indebtedness due and evidenced by this note, principal, interest, costs and attorney's fees, the undersigned hereby waives all right which we, or either of us, may have to claim the property hereinafter described, and all other property, as exempt under the laws of the State of Florida and/or of the State of Alabama and/or of any other state, and to further secure the payment of the indebtedness represented by this note or any part hereof, and of all costs of collection, and attorney's fees, the undersigned do hereby grant, bargain, sell, convey and mortgage to said MERCHANTS FERTILIZER & PHOSPHATE COMPANY OF PENSACOLA, and to its successors and assigns, all crops of cotton, corn, potatoes or other agricultural or fruit products grown or cultivated by the undersigned or either of us during or after the year 1931 and succeeding years on the following described land in Baldwin County, Alabama, to-wit:

also following property:

and do hereby grant, bargain, sell, convey and mortgage to said MERCHANTS FERTILIZER & PHOSPHATE COMPANY OF PENSACOLA, and its successors and assigns, the said lands above described as security for the payment of said indebtedness, costs and attorney's fees. Upon default in payment of this note at maturity, or thereafter, the holder hereof, his or its agents, successors or assigns, are authorized to take possession of all of said property above described or any part thereof, and, with or without possession thereof, to sell the same at private or public sale; if said property be located in Alabama, sale thereof may be made after giving five days' notice of the time and place of sale at three places in said county; if said property be located in Florida, sale thereof may be made as authorized by the laws of Florida, and the holder hereof may execute title to the purchaser of said property and apply the proceeds of such sale first to the costs and expenses of the sale, including attorney's fees, second to the amount of indebtedness due on this note, and the balance, if any, shall be paid to the maker or makers hereof; or, foreclosure of this mortgage by legal proceedings may be had as authorized by the laws of the State in which said property is located. At any such sale the holder of this note may bid at said sale and become purchaser thereof.

WITNESS the hand(s) and seal(s) of the undersigned on this the day and year first above written.

Signed, sealed and delivered in the presence of:

R. G. Ketchum  
Frank Muller

J. Mercuri Jr.

(SEAL)

(SEAL)

FRANK MULLEK,

Plaintiff,

vs.

JOSEPH MESTRINELLI, JR.,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.

NO. 9631.

Comes the defendant and demurs to the plaintiff's original bill of complaint and amendment thereto, and for ground of such demurrer says:

1. That they do not state a cause of action.
2. There is a misjoinder of causes of action.
3. *There is a misjoinder of action as  
relates and Ex Contractor not arising  
out of the same transaction, or relating  
to same subject matter*
4. *There is a misjoinder of actions Ex  
Contractor in the same Court (Court 2)  
not arising out of same transaction,  
or relating to same subject matter*

Beebe & Hall  
Attorneys for Defendant.

#9631.

RECORDED

Frank Muller.

v

Joseph Nestrinelli Jr.

Deputies

Filed — day 3 —

Clerk

FRANK MULLEK,

Plaintiff,

-VS-

JOSEPH MESTRINELLI JR.,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

Now comes Frank Mullek, Plaintiff in the aforesaid cause,  
and moves the Court for a new trial, and for grounds therefor,  
says:-

1st. That the verdict of the Jury was contrary to the  
evidence in the case.

2nd. That the verdict of the Jury was contrary to the  
law in the case.

3rd. That the verdict of the Jury was contrary to the  
charge of the Court.

4th. That the verdict of the Jury was contrary to the  
pleadings in the case.

*Hybert Ward & Chas*  
Attorneys for Movant.

TO BEEBE & HALL, ATTORNEYS FOR JOSEPH MESTRINELLI JR., DEFENDANT.

BOND

THE STATE OF ALABAMA,  
Baldwin County.

CIRCUIT COURT.

KNOW ALL MEN BY THESE PRESENTS:

That we, FRANK MULLEK as principal and Martini Ehl  
and L. Schaff as sureties,

are held and firmly bound unto

JOSEPH MESTRINELLI, Jr.

in the sum of TWELVE HUNDRED, THIRTY-SEVEN and 38/100 DOLLARS,

to be paid to the said

Joseph Mestrinelli, Jr., his

heirs, executors, administrators or assigns; for which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators jointly, severally and firmly by these Presents.

Sealed with our seals, and dated this 7<sup>th</sup> day of March 1922.

The Condition of the Above Obligation is Such, That whereas, the above bound

FRANK MULLEK

has commenced suit in the Circuit Court of said County by summons and complaint, which have issued from said Court, to recover of said

Joseph Mestrinelli Jr

the sum of SIX HUNDRED, THIRTY-EIGHT and 69/100 Dollars,

and has on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to the STATE BANK OF ALBERTA,

summoning it to answer what it is indebted to said Defendant,

or what effects of said Defendant it has

in its possession, or under its control; and said Plaintiff having made oath as required by law in such cases, said Writ is about to issue out of said Court, returnable to the next Term of the Circuit Court, to be holden for Baldwin County.

NOW, if the said Plaintiff shall prosecute the Garnishment to effect, and pay the Defendant all such costs and damages as he may sustain, by reason of the wrongful or vexatious suing out of this Garnishment, then this obligation to be void; otherwise to remain in full force and effect.

AND WE, and each of us, hereby waive all rights of claim of exemption we, or either of us have now, or may hereafter have, under the Constitution and Laws of Alabama, and we

hereby severally certify that we have property free from all incumbrance, to the full amount of the above bond.

x Frank Muller (Seal)  
Martini Ehl (Seal)  
L. Schaff (Seal)

Approved this 8th day of March A. D., 1922.

W. M. ..., Clerk.

THE STATE OF ALABAMA,  
Baldwin County.

Before me, L. Lindoerfer, a Notary Public

in and for said County, personally appeared

FRANK MULLEK,

who, being duly sworn, doth depose and say that

Joseph Mestrinelli, Jr. is  
indebted to affiant

in the sum of Six hundred, twenty-six and 45/100 DOLLARS

and that he has commenced a suit by summons and complaint on said indebtedness against the said

Joseph Mestrinelli, Jr.

and that the STATE BANK OF ALBERTA is

supposed to be indebted to the said Defendant Joseph Mestrinelli, Jr.,

or to have effects of the said Defendant

in its possession, or under its control, and that he believes that process of Garnishment against the said State Bank of Alberta

is necessary to obtain satisfaction of said claim: and that the said State Bank of Alberta

is believed to be chargeable as Garnishee in said cause,

and that this Writ is not sued out for the purpose of vexing or harassing said Defendant,

or other improper motives.

Sworn to and subscribed before me this 7<sup>th</sup> day of March, 1922.

Frank Muller

L. Lindoerfer

Notary Public, Baldwin County, Ala

RECORDED

116

NO.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

FRANK MULLEK,

PLANTIFF

VS

JOSEPH MESTRINELLI, JR.

DEFENDANT

Bond and Affidavit in Garnishment on Summons

Filed This 8th Day of

March 1922.

CLERK

W. H. Jackson

FRANK MULLEN,  
Plaintiff.

VS

JOSEPH MESTRINELLI, JR.,  
Defendant.

IN THE CIRCUIT COURT

OF BALDWIN COUNTY, ALA.

NO. 9651.

Comes the Plaintiff and demurs to Defendant's  
FIFTH plea on the following grounds:

FIRST: Said plea does not aver that the  
amount deposited in the State Bank of Elberta would be in  
full settlement of Defendant's indebtedness.

SECOND: Said plea purports to be a plea of  
tender, but shows that the alleged tender was made subject  
to a condition.

*Elliott B. Rickerby*  
Attorney for Plaintiff.



No. 9631

**RECORDED**  
FRANK MULLEN,  
Plaintiff.

VS

JOSEPH MESTRINELLI, Jr.,  
Defendant.

DEMUERER.

Filed April 20, 1933.

W. Richardson,  
Clerk.

FRANK MULLEK,

Plaintiff,

vs.

JOSEPH MESTRINELLI, JR.,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

NO. 9631.

And now comes the defendant and amends his answer heretofore filed in this cause by adding the following Count:

6. That sometime prior to the commencement of suit, to-wit, on August 5, 1931, the defendant paid to the plaintiff the sum of Two Hundred Dollars (\$200.00) on the principal, and on, to-wit, August 8, 1931, paid to the plaintiff the sum of Twenty Dollars (\$20.00) as interest, a part of which was at that time due, and the other to become due later; that subsequent thereto on, to-wit, January 27, 1932, and before the filing of suit in this cause, the defendant left funds in the State Bank of Elberta, at Elberta, Alabama, for credit of plaintiff, in full settlement of amount owed by defendant to plaintiff, upon delivery to Bank for cancellation, chattel note for Five Hundred Dollars (\$500.00), the balance of which had been paid as shown by checks; that at the time of the deposit of the said Three Hundred Dollars (\$300.00) the Cashier of the said State Bank of Elberta was directed, authorized and empowered by the defendant to compute the balance of interest due on the said indebtedness; that the said State Bank of Elberta received the said deposit and agreed to comply with the directions of the defendant; that on, to-wit, January 29, 1932, the plaintiff was advised that the defendant had deposited with the State Bank of Elberta, at Elberta, Alabama, funds to cover the balance due on the said indebtedness and interest, and had instructed the said Bank to turn over to him, the plaintiff, the sum of Three Hundred Dollars (\$300.00), the balance due on said indebtedness, together with the interest due thereon, upon the delivery to the said Bank of the said note evidencing the said indebtedness; that the said plaintiff

called at the said Bank and was advised that the Three Hundred Dollars (\$300.00), together with accrued interest, was on deposit there to be turned over to him upon the delivery of the note or chattel mortgage evidencing the indebtedness; that the said amount, to-wit, Three Hundred Dollars (\$300.00) and interest, is now and has been continuously since the time it was deposited in the said State Bank of Elberta, to be delivered over to the plaintiff upon the surrender of the said note; that on, to-wit, March \_\_\_\_\_, 1932, a writ of garnishment was issued by Hon. T. W. Richardson, Clerk of the Circuit Court of Baldwin County, Alabama, directed to the said State Bank of Elberta, and in accordance with said writ the said funds so deposited by the defendant are held in said Bank, and the defendant is prevented from depositing the same in Court.

Berley Stale  
Attorneys for Defendant.

RECORDED

9631

Frank Muller  
vs  
Joseph Mestruelli Jr.

Amended plea

Filed this 3 day of  
May  
April 1933

J. M. Richardson  
Clerk

STATE OF ALABAMA.  
BALDWIN COUNTY.

Before me. L. Lindoerfer, a Notary Public in and for said State and County, personally appeared Frank Mullek, who, being duly sworn, says that the property sued for in the complaint of himself against Joseph Mestrinelli Jr., now pending in the Circuit Court of Baldwin County, and which property consists of one tractor, one Chevrolet truck, one horse, one mule, and four cows belongs to him, the Plaintiff in said cause.

*Frank Mullek*

*L. Lindoerfer*

Subscribed and sworn to before me this 23<sup>rd</sup> day of March, 1932.

*L. Lindoerfer*

Notary Public, Baldwin County,  
Alabama.

.....

KNOW ALL MEN BY THESE PRESENTS that we, Frank Mullek as principal and Martin Ehl and Lorens Schaff as sureties, are held and firmly bound unto Joseph Mestrinelli, Jr., of Baldwin County, in the sum of TWELVE HUNDRED DOLLARS to be paid by us our heirs, executors and assigns, for which payment well and truly to be made we bind ourselves jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS that WHEREAS the above bound FRANK MULLEK has this day obtained at his own suit a summons and complaint for the recovery of personal chattels in specie against Joseph Mestrinelli, Jr., and asks an endorsement by the Clerk of the Court "That the Sheriff is required to take the property described in the Complaint into his possession" as required by law in such cases, and which summons is returnable before the April term of the Circuit Court of Baldwin County and which endorsement is made upon Plaintiff entering into this bond.

Now, if the Plaintiff fail in this suit and pay the defendant all such costs and damage as he may sustain by reason of a wrongful complaint in this cause, then this obligation to be void; otherwise to remain in full force and effect.

*Frank Mullek*

*Martin Ehl*

*Lorens Schaff*

Approved:

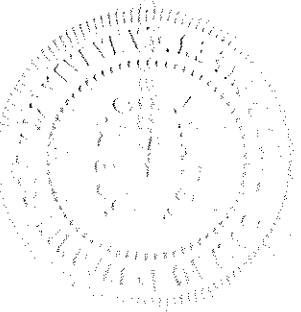
*W. R. [Signature]*  
Clerk Circuit Court.

STATE STREET, CHICAGO  
J. J. [Signature]  
JAN 28 1932

[Faint handwritten notes and signatures at the top of the page]

TO THE BOARD OF DIRECTORS  
OF THE CHICAGO & NORTHWESTERN RAILWAY COMPANY  
FROM THE CHICAGO & NORTHWESTERN RAILWAY COMPANY  
SUBJECT: [Illegible]

RESOLVED, THAT THE BOARD OF DIRECTORS OF THE CHICAGO & NORTHWESTERN RAILWAY COMPANY BE AND THEY ARE HEREBY AUTHORIZED TO TAKE SUCH ACTION AS MAY BE NECESSARY TO CARRY OUT THE POLICY HEREIN EXPRESSED.



RECORDED

Bent

Frank Miller  
Joseph Mantellicci

Filed Mar 28th / 32  
W. H. [Signature]  
Clark

CHICAGO & NORTHWESTERN RAILWAY COMPANY  
STATE OF ILLINOIS

Franc Muellet vs. Joseph Matoinette

LIST OF PETIT JURORS FIRST WEEK, SEPTEMBER 12, 1933.

| NO. | NAME               | OCCUPATION      | ADDRESS       |
|-----|--------------------|-----------------|---------------|
| 1.  | Edt. A. Stuart     | Farmer          | Bay Minette   |
| 2.  | Ort H. Brlzinger   | Insurance       | Bay Minette   |
| 3.  | John L. Ray        | Farmer          | Bay Minette   |
| 4.  | Chas. C. Hand, Jr. | Farmer          | Bay Minette   |
| 5.  | Clay Boone         | Mechanic        | Bay Minette   |
| 6.  | G. Lamar Eubanks   | Brick Mason     | Bay Minette   |
| 7.  | Thos. J. Kyser     | Inspector       | Bay Minette   |
| 8.  | Frank Eubanks      | Carpenter       | Bay Minette   |
| 9.  | Walter Stuart, Jr. | Farmer          | Bay Minette   |
| 10. | Herbert B. Thomas  | Painter         | Foley         |
| 11. | Perry A. Taylor    | Farmer          | Bay Minette   |
| 12. | James M. Hicks     | Contractor      | Bay Minette   |
| 13. | Lee Callaway       | Fishermen       | Bon Secour    |
| 14. | Maxwell Jewel      | Bookkeeper      | Foley         |
| 15. | Walter Jersild     | Clerk           | Foley         |
| 16. | Charles Price      | Agent Chevrolet | Foley         |
| 17. | Jim Hermetz        | Farmer          | Elberta       |
| 18. | Arthur T. McGill   | Mechanic        | Perdido       |
| 19. | W. Percy Hall, Jr. | Clerk           | Loxley        |
| 20. | Jacob Krischer     | Farmer          | Elberta       |
| 21. | Fuelner Stuart     | Carpenter       | Bay Minette   |
| 22. | Winsome Dusenberry | Plumber         | Foley         |
| 23. | August Templemann  | Carpenter       | Perdido Beach |
| 24. | Raymond Fulford    | Oysterman       | Bon Secour    |
| 25. | Harry E. Marker    | Merchant        | Robertsdale   |
| 26. | Felix Beiser       | Merchant        | Fairhope      |
| 27. | Willie Whitley     | Naval Stores    | Bay Minette   |
| 28. | Arthur Allen       | Oysterman       | Bon Secour    |
| 29. | George Rapp        | Clerk           | Foley         |
| 30. | John W. Munn       | Filling Station | Bay Minette   |
| 31. | Julius Richerson   | Merchant        | Stockton      |
| 32. | William F. Laraway | Farmer          | Fairhope      |
| 33. | Frank Feminear     | Mechanic        | Bay Minette   |

6/11/1  
6/11/1

Bon Secour

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ee  
ee

AUG. NOLTENSMEIER  
PRESIDENT

ALFRED M. NEUMANN  
CASHIER

L. LINDOERFER  
VICE-PRESIDENT

# State Bank of Elberta

Elberta, Alabama

April 9th. 1932.

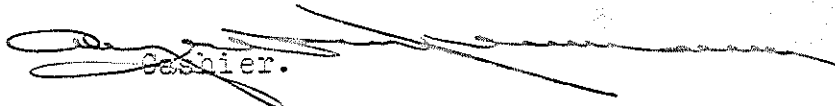
Mr. T. W. Richerson, Clerk.  
Bay Minette, Ala.

Dear Mr. Richerson:

Referring to garnishment in the  
Mullek-Mestrinelli matter served on us sometime  
ago, I beg to hand you herein answer of garnishee,  
which I trust will be found in order.

Thanking you to acknowledge receipt  
hereof, I am,

Yours very truly,

  
Cashier.



THE STATE OF ALABAMA.)  
COUNTY OF BALDWIN.)

FRANK MULLEK.  
ELBERTA, ALA.  
PLAINTIFF.

vs.

JOSEPH MESTRINELLI, JR.)  
ELBERTA, ALA.)  
DEFENDANT

STATE BANK OF ELBERTA)  
ELBERTA, ALA.)  
GARNISHEE.

IN THE CIRCUIT COURT.

STATE OF ALABAMA.

BALDWIN COUNTY.

ANSWER OF GARNISHEE.

In the Circuit Court of Baldwin County, comes Alfred M. Neumann, Cashier of the State Bank of Elberta, Elberta, Ala. garnishee in the above stated cause, and makes his answer, in writing, under oath, in accordance with the terms of said garnishment, as follows: That it, the State Bank of Elberta was indebted to the above named defendant at the time of the service of the garnishment in the above stated cause in the amount of three hundred (\$300.00) dollars, that it will be indebted to said defendant in the future in this amount, and that it has not in its possession or under its control any property, belonging to the said Joseph Mestrinelli, Jr. other than the above amount, defendant in the above stated cause.

Having made full and true answer to this writ, the garnishee prays that it be discharged with its reasonable costs.  
SWORN TO and subscribed before me this 9th. day of April 1932.

SEAL.

L. Lindoefer  
NOTARY PUBLIC. BALDWIN COUNTY. ALA.

Joseph Montreuil  
VS

State Prison of  
Alberta

Answer of Guarantee

RECORDED

Filed Apr 11/23  
J. H. Bickman  
Clerk

RECORDED

FRANK MULLECK,

Plaintiff,

-vs-

JOSEPH MESTRINELLI,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Now comes the Plaintiff in the aforesaid cause and files this his Demurrer, separately and severally, to pleas 3, 4, 5 and 6, and as grounds therefor, says:-

1st. That said Plea presents no defense to this cause of action.

2nd. That said Plea fails to state to whom said payment was made.

3rd. That said Plea fails to state that the moneys mentioned therein as having been tendered to the Plaintiff were paid into Court.

4th. That no reason is shown as to why said moneys were not paid into Court.

5th. That said Plea fails to state as to why said moneys were left in the State Bank of Elberta.

6th. That said Plea does not allege that the Plaintiff requested that said moneys be left with the State Bank of Elberta.

7th. That said Plea is not sufficient as a plea of tender in this:- That the moneys are not alleged to have been paid into Court.

8th. That said Plea fails to allege that the Plaintiff requested that said moneys be left at the State Bank of Elberta to his credit.

9th. For aught appearing the Plaintiff did not care to have any business transactions with the State Bank of Elberta, or desire that any of his money be deposited therein.

10th. That no reason is shown why the Defendant did not actually tender the cash to the Plaintiff, and, on his failure to accept the same, as to why it should not have been paid

(page two)

into the office of the clerk of the Court.

Myhart Heard & Chase  
Attorneys for Plaintiff.

7631  
RECORDED  
INDEXED  
DEMURRER.

FRANK MULLECK,

Plaintiff,

-VS-

JOSEPH MESTRINELLI,

Defendant.

IN THE CIRCUIT COURT-AT LAW

STATE OF ALABAMA

BALDWIN COUNTY.

Filed August 22, 1934

W. A. [Signature]  
Clerk.

FRANK MULLENK,

Plaintiff,

vs.

JOSEPH MESERINELLI, JR.,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

NO. 9631.

And now comes the defendant, and for answer to the plaintiff's complaint, and to each Count thereof, separately and severally, says:

1. The defendant pleads in short by consent the general issue.
2. That the facts therein recited are untrue.
3. That he has paid the debt for the recovery of which this suit was brought before the action was commenced.
4. That before the commencement of suit in this cause

he paid to the plaintiff direct the sum of Two Hundred Dollars (\$200.00) on the principal and Twenty Dollars (\$20.00) interest, and that he tendered to the plaintiff, before the commencement of this cause of action, the balance of the principal indebtedness, together with accrued interest, in cash, which the plaintiff refused.

5. That sometime prior to the commencement of suit, to-wit, on August 5, 1951, the defendant paid to the plaintiff the sum of Two Hundred Dollars (\$200.00) on the principal, and on, to-wit, August 8, 1951, paid to the plaintiff the sum of Twenty Dollars (\$20.00) as interest, a part of which was at that time due, and the other to become due later; that subsequent thereto on, to-wit, January 27, 1952, and before the filing of suit in this cause, the defendant left funds in the State Bank of Elberta, at Elberta, Alabama, for credit of plaintiff, upon delivery to Bank for cancellation, chattel note for Five Hundred Dollars (\$500.00), the balance of which had been paid as shown by checks; that at the time of the deposit of the said Three

Hundred Dollars (\$500.00) the Cashier of the said State Bank of Elberta was directed, authorized and empowered by the defendant to compute the balance of interest due on the said indebtedness; that the said State Bank of Elberta received the said deposit and agreed to comply with the directions of the defendant; that on, to-wit, January 29, 1932, the plaintiff was advised that the defendant had deposited with the State Bank of Elberta, at Elberta, Alabama, funds to cover the balance due on the said indebtedness and interest, and had instructed the said Bank to turn over to him, the plaintiff, the sum of Three Hundred Dollars (\$300.00), the balance due on said indebtedness, together with the interest due thereon, upon the delivery to the said Bank of the said note evidencing the said indebtedness; that the said plaintiff called at the said Bank and was advised that the Three Hundred Dollars (\$300.00), together with accrued interest, was on deposit there to be turned over to him upon the delivery of the note or chattel mortgage evidencing the indebtedness; that the said amount, to-wit, Three Hundred Dollars (\$300.00) and interest, is now and has been continuously since the time it was deposited in the said State Bank of Elberta, to be delivered over to the plaintiff upon the surrender of the said note.

*Beale & Stall*

Attorneys for Defendant.

# 9638

9631

RECORDED

Frank Muller

v

Joseph Mastromilli Jr

Pleas

Filed July 28, 1933

M. C. Jones  
Clerk



STATE OF ALABAMA:

BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That the Peoples Fertilizer Company, a Corporation, as principal, and the undersigned, as Sureties, are held and firmly bound unto Rachel Gullledge and A. O. Gullledge, their heirs, executors and administrators, in the sum of Fifty Dollars (\$50.00), for the payment of which, well and truly to be made, we bind ourselves, our and each of our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20<sup>th</sup> day of April, 1932.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That Whereas, the above bound Peoples Fertilizer Company, a Corporation, has on this day sued out from the office of the Clerk of the Circuit Court of Baldwin County, Alabama, a Writ of Detinue returnable at the next term of the Circuit Court of said County in said Court, against the said Rachel Gullledge and A. O. Gullledge, for the recovery of the following described property, viz:-

~~1 Dark Bay Horse Mule~~ 1 Dark Bay Horse Mule named Jack; 1 Dark Bay Mare Mule named Kate; 15 head of cattle, being all the cattle owned by Defendants on January 28th, 1931; <sup>together with increase;</sup> 1 two-horse wagon; 1 Buick Truck, Motor No. ~~all other farming implements owned by Defendants~~ Mowing Machine, Rakes and Harness; Also all cotton, corn, potatoes, nuts, fruits and other farm products grown by or for said Defendants during the year 1931.

Now, if the said Peoples Fertilizer Company, a Corporation, shall fail in said suit and shall pay to the said Rachel Gullledge and A. O. Gullledge, the Defendants in said suit, all such costs and damages as they may sustain by the wrongful Complaint, then this instrument to be void, otherwise to remain in full force and effect.

PEOPLES FERTILIZER COMPANY,  
A Corporation,

By [Signature] SEAL

[Signature] SEAL

[Signature] SEAL

Taken and approved this  
20 day of April, 1932.

[Signature]  
Clerk of the Circuit Court,  
Baldwin County, Alabama.

TA, ALA.,

No.

STATE BANK OF ALBERTA



THE  
ER OF

Twenty

\$20.00

DOLLARS

PTS. CO., FT. BRANCH, IND.

J. Mastinelli Jr.

TA, ALA.,

No.

STATE BANK OF ALBERTA



THE  
ER OF

One Hundred

\$100.00

DOLLARS

PTS. CO., FT. BRANCH, IND.

J. Mastinelli Jr.

TA, ALA.,

No.

STATE BANK OF ALBERTA



THE  
ORDER OF

Twenty

\$20<sup>00</sup>

DOLLARS

PTG. CO., FT. BRANCH, IND.

J. Mestinielli Jr.

RTA, ALA.,

No.

STATE BANK OF ALBERTA



TO THE  
ORDER OF

One Hundred

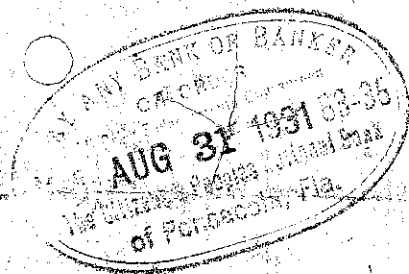
\$100<sup>00</sup>

DOLLARS

VINNEY PTG. CO., FT. BRANCH, IND.

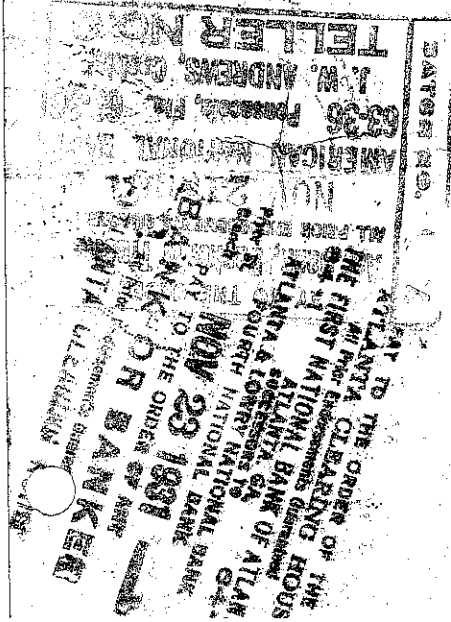
J. Mestinielli Jr.

Frank Muller



P. & JACKSON GROCERY  
Pensacola, Florida  
THE CITIZENS & PEOPLES NATIONAL BANK  
Pay to the order of  
SEP 1 1931  
C. E. SHEN  
The Citizens & Peoples National Bank

PAY TO THE ORDER OF  
AMERICAN NATIONAL BANK  
143 1/2 ST. PENSACOLA, FLA. 145  
Wichita Fertilizer & Chemical Co.



ELBERTA, ALA.

STATE BANK OF ELBERTA

PAY TO THE  
ORDER OF

*Franklin D. Muller* \$200.00

*Two Hundred*

DOLLARS

FOR

*payment on \$600 J. M. Strimelli Jr.*

SHINNEY PTG. CO., FT. BRANCH, IND.



*A. Miller*

PAY TO THE ORDER OF  
AMERICAN NATIONAL BANK  
145  
OF PENNSYLVANIA, FLA.  
Merchants Fertilizer & Phosphate Co.

PAY TO THE ORDER OF  
ANY BANK, BANK OF INDIANA  
AUG 6 1937

AMERICAN NATIONAL BANK

CHICAGO, ILL. 60601

W. H. HARRIS, CHIEF

PAY TO THE ORDER OF THE  
ATLANTA CLEARING HOUSE  
ATLANTA, GA.  
SUCCESSIONS TO  
ATLANTA & LOWER NATIONAL BANK  
FOURTH NATIONAL BANK  
AUG 7 1937  
NK OH BA  
IMPORTANCE ON

F. Müller

PAY TO THE ORDER OF  
AMERICAN NATIONAL BANK  
145 OF PENSACOLA, FLA. 145  
Merchants Fertilizer & Phosphate Co.

PAY TO THE ORDER OF  
Any Bank, Banker or Trust Co.

ALL PRIOR RECORDS

AUG 6 1957

AMERICAN NATIONAL BANK

62-117144-62

1. THE GOVERNMENT OF THE UNITED STATES OF AMERICA

THE UNIVERSITY OF CHICAGO

[illegible]