

STATE OF ALABAMA,  
BALDWIN COUNTY.

IN THE CIRCUIT COURT-LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon T. E. Mitchell 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 same, then and there to answer the Complaint of H. H. Montgomery, Superintendent of Banks, Liquidating the affairs of the Farmers & Merchants Bank of Foley.

Witness my hand this 26<sup>th</sup> day of May, 1932.

J. M. Richardson  
Clerk.

COMPLAINT.

H. H. MONTGOMERY, Superin-  
tendent of Banks, Liquidat-  
ing the affairs of the Farm-  
ers & Merchants Bank of Foley,

Plaintiff,

-vs-

T. E. MITCHELL,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

The Plaintiff claims of the Defendant One Thousand Two & 23/100 Dollars (\$1002.23) due by promissory note made by him on the 1st day of December, 1931, and payable on the 1st day of March, 1932, with interest thereon.

Plaintiff alleges and avers that in, by and as a part of said instrument Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorneys' fee, whether the same be collected or secured by suit or otherwise, and Plaintiff claims the further sum of One Hundred <sup>fifty</sup> Dollars (\$150.00) as such reasonable attorneys' fee.

Plaintiff further alleges and avers that in, by and as a part of said instrument Defendant waived all right of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, and of this waiver Plaintiff now claims the benefit.

Hybart, Heard & Chosen  
Attorneys for Plaintiff.

H. H. MONTGOMERY, Superintendent)	}	IN THE CIRCUIT COURT-LAW SIDE
of Banks, Liquidating the Farm-		
ers & Merchants Bank of Foley,		
and THE FARMERS & MERCHANTS BANK		
OF FOLEY,		
Plaintiff,	}	STATE OF ALABAMA
-VS-		BALDWIN COUNTY.
T. E. MITCHELL,		
Defendant.)		

TO ANY SHERIFF OF THE STATE OF ALABAMA:

Whereas, the Farmers & Merchants Bank of Foley, in Liquidation, a Corporation, has commenced suit by Summons & Complaint, returnable to the Circuit Court of Baldwin County, Alabama, at the next term thereof, against T. E. Mitchell, as Defendant, for the sum of One Thousand Twenty-two Dollars (\$1022.00), with interest and attorneys fees, and has made Affidavit as required by law;

THESE ARE THEREFORE TO COMMAND YOU, that you summon L. Irwin to be and appear before the Circuit Court of Baldwin County, Alabama, to be held for said County within thirty days from the service of this writ, then and there to answer, upon oath, whether at the time of the service of the garnishment or at the time of making his answer, or at any time intervening between the time of serving the Garnishment and making his answer, he was indebted to the Defendant, T. E. Mitchell, and whether he will be indebted in future to said Defendant by a contract then existing, and whether by a contract then existing he will be liable to the Defendant 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 he has not in his possession or under his control money or effects belonging to the Defendant.

Witness my hand this 26 day of May, 1932.

J. M. Richardson  
Clerk.

STATE OF ALABAMA,  
BALDWIN COUNTY.

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)  
AFFIDAVIT IN GARNISHMENT ON  
SUMMONS AND COMPLAINT.

Before me, the undersigned authority in and for said County in said State, personally appeared A. E. Jackson, who is known to me and who, after being by me first duly and legally sworn doth depose and say under oath as follows:-

That his name is A. E. Jackson; that he is the Liquidating Agent of the Farmers & Merchants Bank of Foley, in Liquidation, a Corporation, the Plaintiff in that certain cause now pending in the Circuit Court of Baldwin County, Alabama, wherein the said Farmers & Merchants Bank of Foley, in Liquidation, is Plaintiff, and T. E. Mitchell is Defendant, and as such is duly authorized to make this affidavit; that the said T. E. Mitchell is justly indebted to the said Farmers & Merchants Bank of Foley, in Liquidation, in the sum of One Thousand Twenty-two Dollars (\$1022.00) with interest and attorneys' fees, and that the said Farmers & Merchants Bank of Foley, in Liquidation, has commenced suit for the collection of said indebtedness; that said amount is justly due; that process of garnishment is believed to be necessary to be necessary to obtain satisfaction thereof and that L. Irwin, the person to be summoned as Garnishee, is believed to be chargeable as Garnishee in the cause.

A. E. Jackson

Sworn to and subscribed before me, a Notary Public whose seal is hereto affixed, this 25<sup>th</sup> day of May, 1932.

[Signature]  
Notary Public, Baldwin County,  
State of Alabama.

H. H. MONTGOMERY, Superintendent  
of Banks, Liquidating the Farmers  
& Merchants Bank of Foley, and  
THE FARMERS & MERCHANTS BANK OF  
FOLEY,

Plaintiff

vs.

T. E. MITCHELL,

Defendant

L. IRWIN,

Garnishee

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA.

AT LAW.

Now comes the garnishee in the above said cause,  
L. Irwin, and in answer to the garnishment issued out of said  
cause, addressed to him, bearing date of May 26, 1932, and  
for answer says as follows:

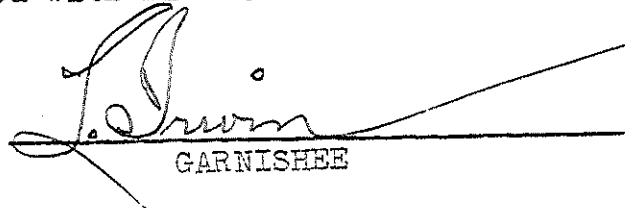
That at the time of the service of the said writ  
of garnishment upon him, the garnishee was not indebted to  
T. E. Mitchell in any sum whatsoever, nor did he have in his  
possession any property belonging to the said T. E. Mitchell,  
nor was there any contract existing between the garnishee  
and said T. E. Mitchell at said time whereby the said garnishee  
would become indebted to the said Mitchell in the future; and  
that at no time intervening the service of said garnishment  
and the date of his answer was the garnishee indebted to the  
said Mitchell nor did he have any property in his possession  
belonging to the said Mitchell, nor did he have any contract  
whereby he would become indebted to the said Mitchell in the  
future, nor did he have any property belonging to the said  
Mitchell at the time of this answer, nor was he indebted to  
the said Mitchell at the time of this answer, nor did he have  
any contract whereby he would become indebted to the said  
Mitchell at the time of this answer, the facts of his rela-  
tions with the said Mitchell being as follows:

That during the time inquired about by said gar-  
nishment, the said T. E. Mitchell did deliver to this garnishee  
certain produce to be sold by the said garnishee but that at

all times the said produce so delivered to the said garnishee for sale by the said Mitchell was covered by a mortgage executed by the said Mitchell, the defendant, in favor of the Peoples Fertilizer Company, a corporation, which said mortgage bears date of February 8, 1932, and was recorded on March 4, 1932, in Book 53 and on page 408, of the records of Baldwin County, as kept in the Probate office of said County; that

~~as~~ the said garnishee did sell and receive money for the said produce which was covered by said mortgage, he would turn over to the Peoples Fertilizer Company the net proceeds, and that there is yet a large balance due the said Peoples Fertilizer Company on account of the said mortgage indebtedness; that all of the produce which he received as belonging to the said defendant and which he was instructed to sell for said defendant was covered by said mortgage above described and the proceeds thereof turned over to the owners of said mortgage in accordance with the laws of the State of Alabama.

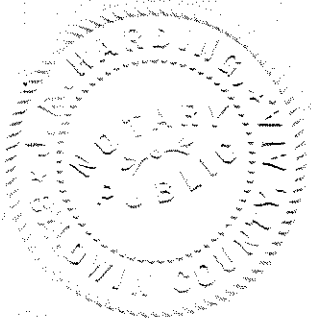
Wherefore, the garnishee having fully answered, prays that he may be discharged with his costs incident to this proceeding.

  
GARNISHEE

Subscribed and sworn to before  
me this 24 day of June, 1932.

  
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA.

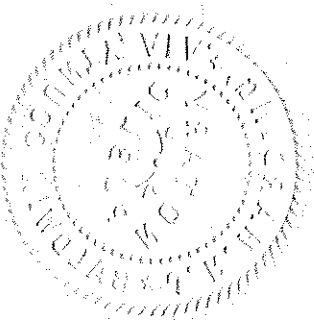
  
ATTORNEYS FOR GARNISHEE



RECORDED

Filed June 28th/1932  
W. H. Harrison  
Registrar

754 changed in  
date of label



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H. H. MONTGOMERY, SUPERINTENDENT  
OF BANKS, LIQUIDATING THE FARMERS  
& MERCHANTS BANK OF FOLEY AND THE  
FARMERS & MERCHANTS BANK OF FOLEY,

PLAINTIFF

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

VS

ANSWER

T. E. MITCHELL,

DEFENDANT

Comes now the Defendant and for answer to the Complaint  
of the Plaintiff, and each and every count thereof, sep-  
arately and severally, says that the allegations of said  
Complaint are untrue.

*Stouffer*  
Attorney for Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

9658

RECORDED

H. H. MONTGOMERY, SUPERIN-  
TENDENT OF BANKS, LIQUID -  
ATING THE FARMERS & MER-  
CHANTS BANK OF FOLEY AND  
THE FARMERS & MERCHANTS  
BANK OF FOLEY,

PLAINTIFF

VS

T. E. MITCHELL,

DEFENDANT

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ANSWER

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Defendant Demands Trial  
By Jury.

*Lloyd A. Magney*  
LLOYD A. MAGNEY  
Attorney for Defend-  
ant.

*Filed July 9th 1932*  
*J. H. Richardson*  
*clerk*