

4451

SUMMONS

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon LONNIE CASEY 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, Alabama, at the place of holding same by C. CLIFF BECK, doing business as HOME FINANCE.

Witness my hand this the 13 day of October, 1960.

*Alise J. Duck*  
Clerk

\*\*\*\*\*

COMPLAINT

C. CLIFF BECK, doing	)	
business as HOME FINANCE,	)	
	)	
PLAINTIFF	)	IN THE CIRCUIT COURT OF
	)	
VS:	)	BALDWIN COUNTY, ALABAMA
	)	
LONNIE CASEY,	)	AT LAW
	)	
DEFENDANT	)	

The Plaintiff claims of the defendant TWO HUNDRED TWENTY-ONE & 64/100 DOLLARS (\$221.64), due by promissory note made by him on the 6th day of July, 1959 and payable February, 1959, with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be FORTY-FIVE & 00/100 DOLLARS (\$45.00)

*James Oliver*  
Attorney for Plaintiff

The defendant's address is:  
Foley, Alabama

NOTE: The original amount of this loan was in excess of \$500.00 and therefore is not under the jurisdiction of the small-loans act.

FILED  
OCT 13 1960  
ALISE J. DUCK, CLERK  
REGISTER

*James Oliver*  
attorney

70.4451

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

C. CLIFF BECK, doing business  
as HOME FINANCE,

PLAINTIFF

VS:

LONNIE CASEY,

DEFENDANT

Received 13 day of Oct 1960  
and on 15 day of Oct 1960  
served a copy of the within B2C  
Lonnie Casey  
By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By Charles Wilkins D.S.

Filey

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY Charles Wilkins  
DEPUTY SHERIFF

FILED

OCT 13 1960

ALICE J. DUCK, CLERK  
REGISTER

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

Garnishment on Judgment.

The State of Alabama,  
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

NOVEMBER

TERM, 1960

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular November Term, 1960, of the Circuit Court of Baldwin County,  
to-wit: On the 15th day of November, 1960, being a regular day of  
said term, C. CLIFF BECK, doing business as HOME FINANCE

recovered judgment against LONNIE CASEY

for the sum of TWO HUNDRED EIGHTY-SIX & 64/100 Dollars, and cost of suit,  
and affidavit having been made by Forest A. Christian  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

Hartford Farms, Inc. at Foley, Alabama

has or is believed to have in its possession, or under its control money  
or effects belonging to said defendant LONNIE CASEY 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 Commaned to Summon HARTFORD FARMS, INC.

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House  
within thirty days  
thereof, in the city of Bay Minette, on the Monday in November, 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 its 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 will not be indebted in future to said defendant  
by a contract then existing, and whether by a contract then existing  
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 has not in its possession or under its control money or  
effects belonging to the defendant LONNIE CASEY

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

Witness, ALICE J. DUCK, Clerk of said Court, this 15th day of November, A. D., 1960.

Issued 15th day of November A. D., 1960.

ATTEST:

Alice J. Duck, Clerk.

4451 1/2

Circuit Court, Baldwin County

No.

C. Cliff Beck

VS. } Garnishment On Judgment

Louise Casey

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Attorney

Printed by Moore Ptg. Co.

DEPUTY SHERIFF

BY

TAYLOR WILKINS, Sheriff

Ten Cents per mile Total \$

Sheriff claims

miles at

TAYLOR WILKINS, Sheriff

By service on

on

I served a copy of this writ on

and on

Received

16

day of

19\_\_

State of Alabama

BALDWIN COUNTY

TO Lonnie Casey, Defendant.....:

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

C. Cliff Beckd/b/a Home Finance, Plaintiff.....

versus Lonnie Casey, Defendant.....

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

Hartford Farms Inc, at Foley, Alabama

has..... been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 15.....

day of November, 19460.....

*[Signature]*  
Clerk of the Circuit Court.

received 16 day of Nov 1960  
and on 17 day of Dec 19  
served a copy of the within Notice  
on Lennie Casey  
by service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By Carlisle Williams D. S.

Foley

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY

CC  
DEPUTY SHERIFF

4451/2

## NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

C. Cliff Beeks

Plaintiff.....

VS.

Lennie Casey

Defendant.....

THE STATE OF ALABAMA, )

BALDWIN COUNTY. )

FOREST A. CHRISTIAN, first being duly sworn, deposes and says as follows:

That he is attorney for C. CLIFF BECK, doing business as HOME FINANCE and that he, on this date, obtained a judgment in favor of said C. CLIFF BECK, doing business as HOME FINANCE, against LONNIE CASEY in the amount of TWO HUNDRED EIGHTY-SIX & 64/100 DOLLARS (\$286.64) and that he believes that the process of garnishment is necessary to collect said debt of LONNIE CASEY and that HARTFORD FARMS, INC. of Foley, Alabama is believed to be liable as garnishee in said case and that this Writ is not sued out for the purpose of vexing or harassing said LONNIE CASEY, or other improper motives.

  
Forest A. Christian

Sworn to and subscribed before me  
this 15th day of November, 1960.

  
Clerk Circuit Court

4451 1/2

*[Handwritten signature]*

*[Handwritten signature]*

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 11-15-1960 BY SP-5 JLD/STW

FILED  
NOV 15 1960

ALICE J. DUCK, CLERK  
REGISTER

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 11-15-1960 BY SP-5 JLD/STW



\$ 540.24

FOLEY, ALA., JULY 6,

195 9

FOR VALUE RECEIVED the undersigned jointly and severally promise to pay to the order of

HOME FINANCE

DOLLARS

in 35 S. M. installments of \$ 15.00 each, and 1 S. M. installments of \$ 15.24 each, starting JULY 20, 195 9, and on the EA. 2 WKS. day of each consecutive MONTH thereafter, until full amount is paid with interest at 8% per annum.

Payable at the office of said Home Finance, Foley, Ala.

THIS NOTE, INCLUDING ALL INSTALLMENTS THEREOF, IS IDENTIFIED WITH A CHATTEL MORTGAGE OF EVEN DATE HEREWITH COVERING A CERTAIN MOTOR VEHICLE, AND CERTAIN PERSONAL PROPERTY, AND EQUIPMENT THEREON. FAILURE TO PAY THIS NOTE OR ANY OF THE INSTALLMENTS THEREON WHEN DUE SHALL, AT THE OPTION OF THE HOLDER HEREON, MATURE ALL OF SAID INSTALLMENTS THEN UNPAID. THE PARTIES OF THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY OR GUARANTOR, EACH FOR HIMSELF, HEREBY, SEVERALLY WAIVE AS TO THIS DEBT, OR ANY RENEWAL THEREOF, ALL RIGHTS OF EXEMPTION UNDER THE CONSTITUTION AND LAWS OF ALABAMA, OR OF ANY OTHER STATE AS TO PERSONAL PROPERTY, 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, AND THEY AGREE THAT TIME OF PAYMENT MAY BE EXTENDED WITHOUT NOTICE TO THEM OF SUCH EXTENSION.

SIGNED AND SEALED ON THE DATE AFORESHOWN.

WITNESS

*L. Ford*

*J. L. Smith*

(L. S.)

(L. S.)