

SUMMONS

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

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

You are hereby commanded to summons John D. Bishop to appear before the Circuit Court, to be held for said County at the place of holding same, within thrity (30) days from service of this process, then and there to answer the complaint of Peoples Fertilizer Company, a corporation.

Witness my hand this 19 day of July, 1960.

Oliver J. Luck
Clerk

** ** ** ** **

COMPLAINT

| | | |
|-----------------------------|---|-------------------------|
| Peoples Fertilizer Company, |) | IN THE CIRCUIT COURT OF |
| a corporation, |) | BALDWIN COUNTY, ALABAMA |
| Plaintiff |) | AT LAW |
| Vs. |) | <u>4323</u> |
| John D. Bishop, |) | |
| Defendant |) | |

I

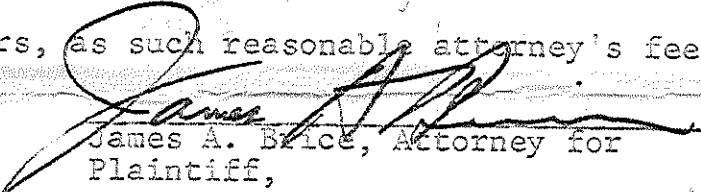
The plaintiff claims of the defendant the sum of Six Hundred Fifty-five and 22/100 (\$655.22) Dollars, due by promissory note made by the defendant on the 5th day of February, 1958, and payable on the 15th day of June, 1958, with interest from the 15th day of June, 1958, at the rate of six (6%) per cent per annum.

II

The plaintiff claims of the defendant the sum of Six Hundred Fifty-five and 22/100 (\$655.22) Dollars, due by promissory note made by the defendnat on the 5th day of February, 1958, and payable on the 15th day of June, 1958, with interest from the 15th day of June, 1958, at the rate of six (6%) per cent per annum.

Plaintiff avers that in and by the terms of said note the defendant waived all right to exemption under the constitution and laws of the State of Alabama, and of this waiver plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the plaintiff further claims of the defendant the further and additional sum of One Hundred Thirty and No/100 (\$130.00) Dollars, as such reasonable attorney's fee.


James A. Brice, Attorney for
Plaintiff,

The defendant, John D. Bishop
resides at the Barnwell community
West of Fish River.

FIL D

JUL 19 1960

ALICE J. DUCH, Clerk

4323

Received ³ 19 day of *July* 1960
and on 10 day of *Aug* 1960
served a copy of the within
on *John S. Bishop*
By service on *John S. Bishop*

TAYLOR WILKINS, Sheriff
By *W.O. James*
Barnwell

Peoples Fertilizer Company,
a corporation,
Plaintiff,
Vs.
John S. Bishop,
Defendant

Sherriff claims 100 miles at
100
BY *Barnwell*
DEPUTY SHERIFF

FILED
JUL 19 1960
ALICE J. DUCK, CLERK

To be served on
John S. Bishop
Barnwell, Ala

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

POST OFFICE BOX 298

July 16, 1960

WHITEHALL 3-3601

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

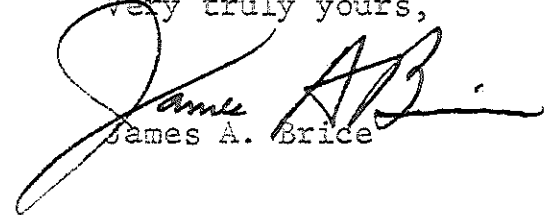
Re: Peoples Fertilizer Company
Vs: John D. Bishop
and Vs. Henry S. Levens

Dear Mrs. Duck:

In both instances, supra, I enclose summons and complaint for plaintiff.

The fact that the address of each defendant is noted below the complaint should be brought to the attention of the Sheriff's office.

Very truly yours,


James A. Brice

JAB:lgs

Encl. as noted

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

September 12, 1960

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Re: Peoples Fertilizer Company
Vs: John S. Bishop
Case No. 4323

Re: Peoples Fertilizer Company
Vs: John Waters
Case No. 4331

Dear Mrs. Duck:

According to my records, the Plaintiff is entitled to judgment by default in each of the above cases.

In the case of John S. Bishop, the judgment should be for \$655.22 principal, \$130.00 attorney fee, \$104.84 interest; a total of \$890.06. The foundation note is enclosed.

In the case of John Waters, the judgment should be \$659.08 principal, \$92.27 interest; a total of \$751.35.

I direct your attention to my letter of August 23, 1960 requesting default judgments for the Plaintiff against Henry S. Levens, Case No. 4324; W. M. Campbell, Case No. 4321; Wilmer Cook, Case No. 4330; and David Lewis, Case No. 4332. I do not recall that these instruments were received in my office and I should like to request that you check your records and let me hear from you accordingly.

Sincerely,


James A. Brice

JAB:j
Enclosure as Noted
CC: Peoples Fertilizer Company
Foley, Alabama

NOTE AND MORTGAGE

\$ 800.00 Foley, Alabama, Feb 5, 1958
On June 15th, 1958, I (or we), hereinafter referred to as the "Maker," for value

received promise to pay to the order of PEOPLES FERTILIZER COMPANY, hereinafter referred to as the "Payee,"
Eight Hundred and no/100 Dollars, with interest at the rate of 6% per annum, from maturity, payable at the office of the Payee in Foley, Alabama.

To secure the payment of this or any other debt I (or we) may owe the Payee before this instrument is paid, I, (or we), hereby grant, bargain, sell and convey unto said Payee, its successors and assigns, my, or our, entire crop of cotton, corn, soybeans, potatoes, and all other agricultural products growing or to be grown by me, or by us, my, or our tenants, share-croppers, laborers and/or employees, and produced during the year 1958, upon that certain piece or parcel of land located in Baldwin County, Alabama, described as follows:

That such crops shall consist of the following acreages: cotton _____ acres; corn _____ acres; soybeans _____ acres; potatoes _____ acres; other farm products _____ acres.

Also the following described personal property owned by the Maker, which said property is free and clear from any liens and encumbrances and is located upon the lands hereinabove described, viz:

STATE OF ALABAMA, BALDWIN COUNTY
Book 291 Page 369
Filed 2-6-58
and I certify that the following Privilege Tax
has been paid.
Dead Tax _____
Mortgage Tax _____
J. D. Probert
By _____

Should maker pay all amounts due hereunder and all other debts so owing to Payee, then this instrument to be void, otherwise to remain in full force and effect, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from County, loaned or subjected to any claim or lien of other parties; or should maker become the subject of any bankruptcy or any receivership proceedings, or should Payee deem itself insecure, then, in any of said events, all amounts due hereunder or secured hereby shall at once be due and payable and Payee may take possession of and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon such terms, conditions and at such place or places as Payee deems fit; should sale be public notice hereof shall be given for one day by posting written notice at the Court House door of Baldwin County; Payee may bid for and purchase property at any sale hereunder. The proceeds of any sale shall be applied, first, to the payment of all expenses and charges in connection with the enforcement hereof, preservation of said property or of title of Payee, or for retaking, holding, repairing and selling same, including a reasonable attorney's fee; second, to full payment of all amounts due Payee, including all expenses and charges in connection with this instrument and the balance to be paid to Maker.

The parties to this instrument, whether maker, indorser, surety or guarantor, each for himself, hereby severally agrees to pay all amounts due hereunder and secured hereby and as to such debts or any renewal thereof, waives all right to exemption under the Constitution and laws of Alabama, or any other state, as to personal property and each severally agrees to pay all costs of collection or securing or attempting to collect or secure, such debts, including reasonable attorneys' fees, whether the same be collected or secured by suit or otherwise, and each of them severally waive 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.

WITNESSES:

L. E. Baker _____ (SEAL)
John D. Bishop _____ (SEAL)

No. _____

Address _____

2-5-58

Each endorser, surety and guarantor, whose name appears below, hereby waives all his right of exemption to personal property under the laws of the State of Alabama or any other State as against this debt and also waives presentment for payment, protest, and notice of protest and non-payment of within note, and agrees that he shall be bound by this instrument until the debt secured thereby is fully paid.

John S. Bishop
19

271-369

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R-100
220

Peoples Fidelity Co.
Fidelity

Peoples Fertilizer Company,
a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Vs:

John D. Bishop,

Defendant

AMENDMENT

Comes the plaintiff, by its attorney, and amends the style
of this cause so that same shall read:

Peoples Fertilizer Company,
a Corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Vs.

John S. Bishop,

Defendant


Attorney for Plaintiff

FILED

AUG 17 1933

CLERK OF COURT

State of Alabama

BALDWIN COUNTY

TO John D. Bishop Defendant.....

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

..... Peoples Fertilizer Company Plaintiff.....

versus John D. Bishop Defendant.....

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

..... Scott Paper Company, a corporation.....

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 30.....

day of May, 1961.....

Clerk of the Circuit Court.

4323 1/2

Received 30 day of May 1961
and at _____ day of _____ 19____
I served a copy of this within Noted
on John D. Bishop

By service on _____
TAYLOR WILKINS, Sheriff
By _____ D. S.

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

TO

Peoples Fertilizer Co

Plaintiff.....

VS.

John D. Bishop

Defendant.....

GARNISHMENT ON JUDGMENT

STATE OF ALABAMA)
BALDWIN COUNTY)

CIRCUIT COURT, BALDWIN COUNTY
TERM, 1960

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

WHEREAS, At a regular fall term, 1960, of the Circuit Court of Baldwin County, to-wit: On the 5th day of October, 1960, being a regular day of said term, Peoples Fertilizer Company recovered judgment against John D. Bishop for the sum of Eight Hundred Ninety and 06/100 (\$890.06) Dollars, and costs of suit, and affidavit having been made by James A. Brice that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment and that the following named persons or corporations, viz: Scott Paper Company, a corporation, 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 Scott Paper Company, a corporation, to be and appear before the honorable the Circuit Court for Baldwin County, at the Court House thereof, in the City of Bay Minette, on the _____ Monday in _____ 1961, 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 serving 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 is, or are, liable to said 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 it has not in its possession or under its control money or effects belonging to the defendant, John D. Bishop.

RECEIVED

1961

2

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

Witness, Alice J. Duck, Clerk of said Court, this 30

day of May, 1961.

Issued 30 day of May 1961.

ATTEST:

Alice J. Duck
Clerk

25720 4323 1/2
Peoples Fertilizer Co
vs.


John H. Bishop

6-12-61
G. W. E. R. Duffens
B. F. Harris
Scott Paper Co.,
Garnishel

FILED
MAY 27 1961
CLERK, DISTRICT COURT

Received 30 day of May 1961
and on 12 day of June 1961
I served a copy of the within
on Scott Paper Co.
By service on L. Duffens
Plaintiff
TAYLOR WILKINS, Sheriff
B. F. Harris D.S.
RECEIVED
JUN 1 1961
SHERIFF'S OFFICE

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court, in and for said County, James A. Brice, who being duly sworn, deposes and saith that Peoples Fertilizer Company, at the Fall Term, A.D. 1960, of the Circuit Court of Baldwin County, recovered a judgment against John D. Bishop for the sum of Eight Hundred Ninety and 06/100 (\$890.06) Dollars and the further sum of Twenty-six and NO/100 (\$26.00) Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Scott Paper Company, a corporation, has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or it is liable 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.


James A. Brice

Sworn to and subscribed before me
this 30 day of May 1961.

Alice J. Duck
 Alice J. Duck
 Clerk of the Circuit Court
 Baldwin County, Alabama

FILED

MAY 30 1961

ALICE L. DUCK, CLERK
REGISTER

June 20, 1961

PEOPLES FERTILIZER CO., A CORP.

IN THE CIRCUIT COURT OF

P laintiff

vs:

BALDWIN COUNTY, ALABAMA

JOHN D. BISHOP,

Defendant

AT LAW

Scott Paper Company,

Garnishee

CASE NO. 4323½

The Above styled garnishment was dismissed out of this Court
on the 16th day of June, 1961.

Yours truly,

Circuit Clerk.

Cost Bill mailed to:
Hon. James A. Brice
Foley, Alabama

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

May 29, 1961

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Re: Peoples Fertilizer Company
Vs: John D. Bishop
No. 4323

Dear Mrs. Duck:

Enclosed herewith are Garnishment on Judgment forms
in connection with the above cause to be served on the
Scott Paper Company, Mobile, Alabama.

Will you please sign the affidavit on judgment?
Thank you.

Sincerely,


James A. Brice

JAB:j
Enclosure

State of Alabama
BALDWIN COUNTY

TO John D. Bishop, Defendant.

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

Peoples Fertilizer Company, Plaintiff,

versus John D. Bishop, Defendant,

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

Scott Paper Company, a corporation

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 30
day of May, 1941.

Alvin J. Smith
Clerk of the Circuit Court.

CLERK OF THE CIRCUIT COURT

10 yds

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal on this 10th day of

1970 at the County of Baldwin

Now being in the County of Baldwin, Alabama, I have signed this side in

| | |
|--|-----|
| NOTICE TO DEFENDANT OF GARNISHMENT BY CLERK OF CIRCUIT COURT BALDWIN COUNTY, ALABAMA TO | |
| Plaintiff..... | VS. |
| Defendant..... | |

RECORDED TO 10033

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

Post Office Box 298

WHITEHALL 3-3601

June 14, 1961

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Re: Peoples Fertilizer Company
Vs: John D. Bishop
Scott Paper Company, garnishee
At Law, No. 4323½

Dear Mrs. Duck:

Kindly dismiss the above garnishment and advise Mr. Gohagen at the address indicated below that such has been accomplished.

Thank you.

Sincerely,


James A. Brice

JAB:j
cc: Mr. W. N. Gohagen
Personnel Services Department
Scott Paper Company
Mobile, Alabama