

ATLANTIC FINANCE COMPANY,
a corporation

Plaintiff

vs

JESSIE B. BROWN

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 4356

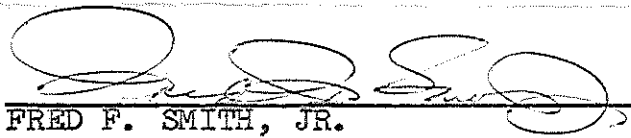
Comes now the Defendant in the above styled cause and files the following separate and several pleas to the Plaintiff's complaint and separately and severally ^{to} each count thereof and says as follows:

PLEA I. The Defendant pleads the general issue.

PLEA II. The Defendant says that he is not indebted to the Plaintiff for that he has paid the debt before the bringing of this action.


FRED F. SMITH, JR.
Attorney for Defendant

The Defendant demands a trial by jury in this cause.


FRED F. SMITH, JR.

FILED
AUG 24 1960
ALICE J. DUCK, CLERK
REGISTER

S U M M O N S

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 Jessie B. Brown 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 Atlantic Finance Company, a Corporation.

Witness my hand this 25th day of July, 1960.

Alice J. Duck
Clerk

** ** ** ** **

C O M P L A I N T

ATLANTIC FINANCE COMPANY,
a Corporation,

Plaintiff,

Vs.

JESSIE B. BROWN,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Plaintiff claims of the Defendant the sum of FOUR HUNDRED SIXTY-SEVEN and 00/100 (\$467.00) DOLLARS due by promissory note executed by the Defendant on, to-wit, the 21st day of November, 1959, which sum of money, together with interest thereon is still due and unpaid.

Plaintiff claims of the Defendant the further sum of ONE HUNDRED FIFTY-FIVE and 67/100 (\$155.67) DOLLARS as a reasonable attorney's fee which Defendant agreed in said note to pay.

Plaintiff further claims the benefit of waivers of exemption contained in said note.

James A. Brown
ATTORNEY FOR THE PLAINTIFF

Defendant resides and may be served at Route 1, Box 171, Daphne, Alabama

FILED

JUL 25 1960

ALICE J. DUCK, CLERK
REGISTER

4354

Rt. 1 Box 171 Daphne

Received 25 day of July 1960
and on 28 day of July 1960
I served a copy of the within 20C
on Jesse B. Brown

By service on Jesse B. Brown

TAYLOR WILKINS, Sheriff
By W. O. Samel D. S.
Daphne

Sheriff claims 54 miles at
Ten Cents per mile Total \$ 5.40
TAYLOR WILKINS, Sheriff
BY Samel
DEPUTY SHERIFF

ATLANTIC FINANCE COMPANY,
A Corporation,
Plaintiff,
Vs.
JESSIE B. BROWN,
Defendant.

FILED

JUL 25 1960

Alice J. Duck, Clerk

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

Deed, witness
served at home 1, Box 111,
Defendant resides and may be
concerned in said note.
Hypothecate further claims the benefit of waiver of exemption
attorney, a fee which Defendant agreed in said note to pay.
HUNDRED FIFTY-FIVE and 01/100 (\$155.01) DOLLARS as a reasonable
disburse claims of the Defendant the further sum of ONE
still due and unpaid.
1958, which sum of money, together with interest thereon is
secured by the Defendant on, to-wit: the 21st day of November,
FIFTY-SEVEN and 00/100 (\$457.00) DOLLARS due by promissory note
plaintiff claims of the Defendant the sum of FOUR HUNDRED
Defendant.

FILED
JUL 25 1960
ALICE J. DUCK, CLERK
JAMES A. BRICE, ATTORNEY AT LAW
FOLEY, ALABAMA

State of Alabama

BALDWIN COUNTY

TO Jesse B. Brown, Defendant.....

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

Atlantic Finance Company, Plaintiff.....versus Jesse B. Brown, Defendant.....

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

Southern Oyster Shell Milling Corp., Industrial Canal, Mobile, Ala.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 4.....day of May, 1961.....Alice J. Ruck
Clerk of the Circuit Court.

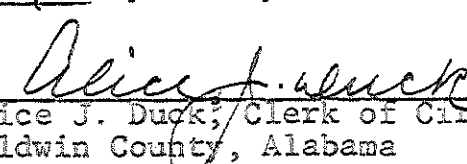
AFFIDAVIT ON JUDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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 Atlantic Finance Company, at the Spring Term, A.D. 1961, of the Circuit Court of Baldwin County recovered a judgment against Jesse B. Brown for the sum of Five Hundred and NO/100 (\$500.00) Dollars and the further sum of Thirty & 40/100 (\$30.40) Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Southern Oyster Shell Milling 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
4 day of May 1961.


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

FRED F. SMITH, JR.

ATTORNEY-AT-LAW

200 WOODMEN OF WORLD BUILDING
72 CLARK STREET

PRICHARD, ALABAMA

PHONE GL 2-3081

P.O. BOX 3422

July 7, 1961

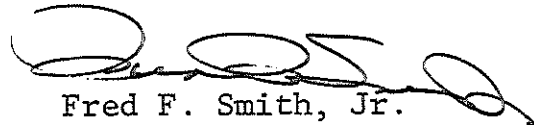
Mrs. Alice Duck
Clerk - Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Dear Mrs. Duck:

I enclose herewith a copy of the letter sent to
Mr. James Brice, Attorney. This is self-explanatory.

As soon as you receive the letter from Mr. Brice
notifying you that you may release the garnishment,
would you mail the release of the garnishment to
Southern Oyster Shell Milling Corporation, Mobile,
Alabama.

Very truly yours,



Fred F. Smith, Jr.

FFS/s

FRED F. SMITH, JR.

ATTORNEY-AT-LAW

100 WOODMEN OF WORLD BUILDING
72 CLARK STREET

PRICHARD, ALABAMA

P.O. BOX 3422

PHONE GL 2-2081

July 7, 1961

Mr. James Brice
Attorney at Law
Foley, Alabama

RE: Atlantic Finance Company
VS
Jessie B. Brown
Baldwin County Circuit Court
Case No. 4356½ (Garnishment)

Dear James:

Pursuant to our telephone conversation I hereby reduce to writing and notify you that on the 7th day of July, 1961, I filed an involuntary bankruptcy in the case of Jessie B. Brown, in the United States District Court, Southern District of Alabama.

Atlantic Finance, creditor, who was a judgment creditor in the above styled suit was listed in the bankruptcy on Schedule A-3 as an Unsecured Creditor in the amount of \$500.00.

In lieu of filing a formal motion to require the release of the garnishment would you please write a letter to Mrs. Alice Duck and notify her of the bankruptcy proceedings and ask that she mail a release of the garnishment to Southern Oyster Shell Milling Corporation, Industrial Canal, Mobile, Alabama.

Very truly yours,

Fred F. Smith, Jr.

FFS/s

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

July 12, 1961

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

Re: Atlantic Finance Company
Vs: Jessie B. Brown
Southern Oyster Shell Milling
Corporation, Garnishee
At Law No. 4356½

Dear Mrs. Duck:

Kindly dismiss the above garnishment and advise
the Garnishee at Industrial Canal, Mobile, Alabama, that
such has been accomplished.

Thank you.

Sincerely,


James A. Brice

JAB:j

cc: Howell, Johnston & Langford
Post Office Box 1652
Mobile, Alabama

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

May 4, 1961

Mrs. Alice J. Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Re: Atlantic Finance Company
Vs: Jesse B. Brown

Dear Mrs. Duck:

Enclosed are garnishment forms on the judgment obtained in the above captioned cause to be executed by you and processed accordingly. Southern Oyster Shell Milling Corporation may be served at Industrial Canal, Mobile, Alabama.

Please note on the Affidavit on Judgment that the cost of the suit has been left blank and insert the proper figure. Thank you.

Sincerely,


James A. Brice


JAB:j
Enclosure

AFFIDAVIT ON JUDGMENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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 Atlantic Finance Company, at the Spring Term, A.D. 1961, of the Circuit Court of Baldwin County recovered a judgment against Jesse B. Brown for the sum of Five Hundred and NO/100 (\$500.00) Dollars and the further sum of

_____ Dollars cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Southern Oyster Shell Milling 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
_____ day of May 1961.

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

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

June 14, 1951

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

Re: Atlantic Finance Company
Vs: Jesse B. Brown
Garnishment
At Law No. 4356½

Dear Mrs. Duck:

Please place the above file before Judge Hall for default judgment against the garnishee, Southern Oyster Shell Milling Corporation, for the amount claimed in the affidavit.

Please send certificate of judgment.

Sincerely,


James A. Brice

JAB:j

Baldwin

County

ATLANTIC FINANCE COMPANY
CHattel Mortgage

Know All Men By These Presents:

THAT WHEREAS, the undersigned, Jessie B. Brown
of Rt. 1 Box 171 B Street, Daphne City, Baldwin County, Alabama State,
hereinafter called the Mortgagor, is justly indebted to the Atlantic Finance Company, hereinafter called the Mortgagee, in the amount of Four
Hundred Sixty Seven & 80/100 DOLLARS, due by negotiable promissory note, bearing date November 21, 1959, and
payable in monthly installments as follows, to-wit:
Forty Dollars, on the 5th day of January, 1960, and Forty Dollars
on the 5th day of each succeeding month thereafter, up to and including the 5th day of November, 1961
and Twenty Seven & 80/100 Dollars on the 5th day of November, 1960, with interest from maturity
until paid at the rate of eight per cent per annum.

NOW, to secure the punctual payment of said indebtedness of \$ Four Hundred Sixty Seven, the said Mortgagor does hereby grant,
bargain, sell and convey to said Mortgagee, Atlantic Finance Company, the following property, together with all parts and appurtenances thereto or here-
after attached.

Ford

1953

4-Dr.

B3GG 148182

TO HAVE AND TO HOLD the same forever. Provided, however, if the said Mortgagor shall pay or cause to be paid such indebted-
ness to the Mortgagee or its assigns then these presents shall become null and void.

AND PROVIDED, ALSO, that it shall be lawful for said mortgagor to retain possession of said property at the Mortgagor's own
expense until the Mortgagor shall make default in payment of any installment of said note, or commit a breach of any of the cove-
nants or agreements hereof.

Said Mortgagor covenants and agrees with said Mortgagee as follows, to-wit:

The Property hereby conveyed shall remain in the possession of the mortgagor until default be made in the payment of said debt or
interest or some part thereof or in some other condition of this mortgage; but in the event of the sale or disposal or attempt to sell

or dispose of said property, or removal or attempted removal of same from Baldwin County, _____
or any unreasonable depreciation in the value thereof or in the event that the said mortgagee shall deem itself insecure or in the event
of the failure or refusal of the mortgagor to produce and exhibit said property at any reasonable time upon demand of said mort-
gagee, or in the event that a proceeding in bankruptcy, receivership or insolvency be instituted against the mortgagor or mortgagor's
property, or should any suit or lien be instituted against the mortgagor affecting the property described herein, said mortgagee, may
take the said property or any part thereof into its possession.

In the event of failure to pay said note or any interest thereon or any part thereof when same shall be due, or to comply with any
of the other terms of this mortgage, when the same should be done (time being particularly of the essence of this agreement) then
all of said note and all installments of principal and interest then unpaid shall, at the option of the holder hereof, become immediately
due and payable, without demand or notice, said demand and notice being expressly waived herein.

Upon taking possession of said property, or any part thereof, either in the event of a default in the payment of any money due
under the terms hereof or as otherwise provided in this mortgage, the said mortgagee, may proceed to sell the same, or any part thereof,
at public or private sale, with or without notice (notice being hereby expressly waived) to the highest bidder for cash. The mortgagor ex-
pressly agrees that at such sale the mortgagee, may become the purchaser of said property. After satisfying the necessary cost, charges, ex-
penses and attorney's fee incurred in said taking and said sale, said mortgagee shall pay over to said mortgagor or legal representative
the surplus, if any, realized from said sale, and any deficiency resulting therefrom the mortgagor does hereby agree to pay. The un-
dersigned hereby exonerates the said mortgagee, and holds them harmless from all damages of trespass in entering the said, or any
other premises where the said property may be found, in the taking of said property. The undersigned hereby exonerates and fully
releases from all damages or charges any person or corporation from whom the property herein conveyed may be taken under the
terms of said mortgage, and the undersigned further authorizes any person in whose possession the said property may be, to turn over
to said mortgagee, upon demand therefor, any statements made by mortgagee, being prima facie evidence of the truthfulness of such
statements concerning any default in the conditions of this mortgage. The said mortgagor also agrees to protect and indemnify the said
mortgagee, from any landlord's or laborer's or mechanic's or garagemen's lien for rent, supplies, or labor, that may accrue against
said property or any damage that may be incurred in the taking thereof or in the selling or disposing of said property or any part
thereof. Any amounts paid out by the mortgagee for repairs or supplies in putting or keeping said property in first class condition,
which in the judgment of said mortgagee may be necessary, and any amounts paid by mortgagee for taxes, insurance and expenses
and attorney's fees, incurred by mortgagee or legal representatives, in collecting or attempting to collect any payments when due or
in protecting mortgagee's rights, shall be considered a part of the debt secured by this mortgage and shall be fully paid by mortgagor
on demand.

In the event the mortgagor herein shall become indebted to the mortgagee, for any other sum whether evidenced by a note or open
account; then this instrument shall likewise be security for the payment of all such indebtedness after the full payment of all such
amounts herein referred to.

Undersigned agrees to keep said property fully, satisfactorily and constantly insured in some insurance company, which the mort-
gagee shall designate, against loss or damage by fire, theft, collision, embezzlement, and such other coverages as the mortgagee may
require, in the sum of at least FOUR HUNDRED SIXTY SEVEN AND 80/100 Dollars, and the policy or policies thereof constantly assigned or pledged and
delivered to said mortgagee, until all of said amounts to become due hereunder have been fully paid and satisfied, with full power to
receive, receipt for and collect all money that may become due and payable thereunder, and the same to apply toward payment of
said note and all other sums payable hereunder and that with the further power in said mortgagee, to assign said insurance, without
remuneration to mortgagor, to the purchaser of said property of any part thereof at any sale under this mortgage. And any failure to
constantly and adequately protect said mortgagee, with insurance as above, shall be a default for which said property may be taken and
sold under this mortgage as hereinbefore provided. All savings or dividends accruing from the insurance on the above property are
hereby expressed and waived.

The mortgagee is hereby authorized to obtain such insurance in the event of a failure on the part of the mortgagor to obtain and
pay for same and pledge and assign and deliver same, as hereinbefore provided; this mortgage shall be like security for the payment
of all such insurance premiums and the mortgagor agrees to pay said premiums on demand and the failure to promptly pay said pre-
miums shall be a default in the conditions of this mortgage.

The mortgagor further declares that he is the sole lawful owner of the property herein conveyed and that it is free of any and all
incumbrances whatsoever.

The use of the automobile, if one is herein conveyed, as a livery car or for hire or jitney purposes shall, at the option of the mort-
gagee be sufficient to warrant said mortgagee, to deem itself insecure under the terms hereof. No waiver of the terms and conditions
to be kept by the mortgagor shall be deemed to have been given by the mortgagee, unless the same be in writing signed by the mort-
gagee, and written in this instrument; and no verbal agreement concerning the same, either now or hereafter, shall be binding upon
the parties hereto; and the mortgagor further agrees that this instrument contains the entire agreement between the mortgagor and
the mortgagee.

The terms and conditions hereof shall be binding upon the said mortgagor, his or her heirs, executors, administrators, successors,
assigns, or legal representatives, and each and every right, power authority, permission, and exoneration shall inure to the use and
benefit of the successors, assigns or legal representatives of the mortgagee as fully and to the same extent as though their names were
written herein.

Mortgagor hereby does constitute and appoint the said mortgagee, attorney in fact to sign and receipt for any money that may be
due mortgagee or make and sign proofs of loss wherein claim against insurance companies or otherwise arises.

IN WITNESS WHEREOF, the Mortgagor, ha S set his hand and seal this 21st day of Nov. A.D., 1959

S. E. CoxwellX, Jessie B. Brown

(SEAL)

Rt. 1 Box 171, Daphne\$ 467.80DaphneNovember 211959

(City)

(Date)

FOR VALUE RECEIVED, I promise to pay ATLANTIC FINANCE COMPANYor order the sum of Four Hundred Sixty Seven and 80/100 DOLLARSat the office of 303 St. Louis St.

in installments payable as follows, to-wit:

Forty Dollars, on the 5th day of January, 1960, and Forty Dollarson the 5th day of each succeeding month thereafter, up to and including the 5th day of November1960, and Twenty Seven & 80/100 Dollars on the 5th day of November, 1960, with

interest from maturity until paid at the rate of eight per cent per annum.

If default is made in payment of any installment when due, then all the remaining installments shall become due and
payable at once. All signers, endorsers and parties to this instrument hereby waive demand, protest and notice of non-payment
and agree to all extensions and partial payments before or after maturity, and agree to pay all collection charges, and if placed
in the hands of an attorney after default agree to pay a reasonable attorney's fee. The parties hereto, whether maker, surety or
endorser, waive all rights of exemption which they have or may have under the Constitution and Laws of this or any other State,
or of the United States.

S. E. CoxwellX, Jessie B. BrownRt. 1 Box 171 B, Daphne, Ala.This note is secured by
Chattel Mortgage on

1953 Ford 4-Dr.

B3GG 148182

4-7041

467 80

CHATTEL MORTGAGE

FROM

Jessie B. Brown

Rt. 1 Box 171 B. Daphne.

TO

Atlantic Finance Company

303 St. Louis St., Mobile

ATLANTIC FINANCE COMPANY

NATIONAL MANAGEMENT CO.

ATLANTIC FINANCE COMPANY

NATIONAL MANAGEMENT CO.

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 it has not in its possession or under its control money or
effects belonging to the defendant Jesse B. Brown

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

Witness, ~~MISS~~ DUCK, Clerk of said Court, this 4 day of May
Alice J.

A. D., 1961. ISSUED _____ day of _____ A. D. 1961

ATTEST:

25 Alice J. Duck Clerk.

GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA, {
BALDWIN COUNTY

CIRCUIT COURT BALDWIN COUNTY
Spring TERM, 1961

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

WHEREAS, At a regular Spring Term, 1961 of the Circuit Court of Baldwin County,
to-wit: On the 15th day of April, 1961, being a regular day of
said term, Atlantic Finance Company

recovered judgment against Jesse B. Brown

for the sum of Five Hundred and NO/100 (\$500.00) Dollars, and cost 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:

Southern Oyster Shell Milling Corporation,

Industrial Canal, Mobile, Alabama

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 that, 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

Southern Oyster Shell Milling 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 _____ A. D. 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 serv-
ing the garnishment and making the answer it was indebted to said defendant

Received 5 Day of May 1941
and on 10 Day of May 1941
I received a Copy of the within Partnership
Southern Oyster Shell
Milling Company
by service of R A Cooper
office manager
RAY D. BRIDGES, Clerk
By C J Fitzpatrick

2681

Circuit Court, Baldwin County

No. 435617

Atlantic Finance Company

VS. } GARNISHMENT ON JUDGMENT

for
R A Cooper
office manager
Jesse B. Brown

Issued _____ day of _____ 194

Returnable _____ day of _____ 194

Attorney.

Moore Printing Co., Bay Minette, Ala.