

WESTERN LUMBER COMPANY, INC.
A CORPORATION

Plaintiff

VS

JANIE JOHNSON

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

4607

COUNT 1

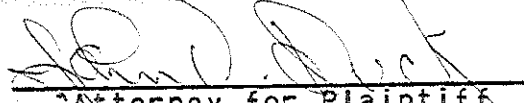
Plaintiff claims of the Defendant the sum of two-hundred fifteen and 65/100 (\$215.65) dollars, due by a Promissory Note made by her on the 9th day of March, 1960 and payable on the 24th day of March, 1960 with the interest thereon.

Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collection or securing or attempting to collect or secure such debt including a reasonable attorney's fee, whether the same be collected or secured by a suit or otherwise and the plaintiff claims of the Defendant the further and additional sum of fifty (\$50.00) dollars as a reasonable attorney's fee.

Plaintiff further avers that in, by and a part of said note the Defendant waived as to this debt or any renewal thereof, all rights of exemptions under the Constitution and Laws of the State of Alabama as to personal property, and of this waiver the Plaintiff now claims the benefit.

COUNT 2

Plaintiff claims of the defendant the sum of two-hundred and fifteen and 65/100 (\$215.65) dollars due by account from on to-wit, the 12th day of August, 1958 until on to-wit the 16th day of August 1958, which sum of money with the interest thereon is still unpaid.


Attorney for Plaintiff

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

CIRCUIT COURT, BALDWIN COUNTY

BALDWIN COUNTY

No.

..... TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Janie Johnson

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, State of Alabama, at Bay Minette, against Janie Johnson

_____, Defendant

by Western Lumber Company, Inc., a Corporation

_____, Plaintiff

Witness my hand this 22 day of Feb. 1964

Lelice A. Duck

_____, Clerk

Ex 2-23-61

No. 4607

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Western Lumber Company, Inc.

a Corporation

Plaintiffs

vs.

Janie Johnson

Defendants

SUMMONS and COMPLAINT

Filed 2-22, 1961

Direct. Clerk Clerk

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Defendant may be served at
Beasley Rest Home, Fairhope

RECEIVED IN OFFICE

_____, 19.....

_____, Sheriff

I have executed this summons

this 23 Feb, 1961

by leaving a copy with

Janie Johnson

Sheriff claims 70 miles

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY W.O. Garner
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W.O. Garner Deputy Sheriff

F. Hope

\$ 275.65

FAIRHOPE, ALA., March 9, ----- 1960

(15) Fifteen Days

AFTER DATE, WITHOUT GRACE, I OR WE

PROMISE TO PAY TO THE ORDER OF ~~BANK OF FAIRHOPE~~ Western Lumber & Supply Co
Schedule on reverse side.

\$ 275.65 Two Hundred Seventy Five and 65/100 ----- DOLLARS
Western Lumber & Supply Co

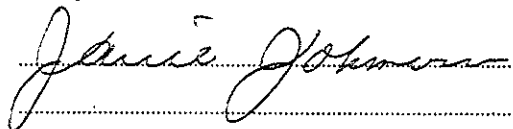
FOR VALUE RECEIVED, PAYABLE ~~AT THE BANK OF FAIRHOPE~~ FAIRHOPE, ALA.

To secure the payment of this bond or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof all right to exemption under the constitution and laws of Alabama, or 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. The Bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

ATTEST

 (L. S.)
(L. S.)

Not paid 45th Oct 215.65
Last Payment 8-3-60

\$ 15.00 payable every two weeks or \$30.00 per month

First payment beginning March 12, 1960

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, FLOYD BUNG, President of Western Lumber Company, Inc.,

Robert C. Bung, and M. L. Wagoner are

are held and firmly bound unto Janie Johnson

in the sum of \$551.30 DOLLARS,

to be paid to the said Janie Johnson

her

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 21st day of February, 1961

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound Western Lumber Company, Inc., a Corporation

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

the sum of \$265.65 Dollars,

and ha_____ on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

Mrs. Eula B. Beasley, Ind., and d/b/a Beasley's Rest Home

summoning her to answer what is indebted to said Defendant, or what effects of said Defendant she has in her possession, or under her 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 she 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.

Floyd Bung (Seal)
Robert C. Bung (Seal)
M. L. Wagoner (Seal)

Approved this _____ day of _____ A. D., 19____

Clerk.

in and for said County, personally appeared Floyd Bung, as President of Western Lumber Company, Inc.

who, being duly sworn, doth depose---- and say---- that Janie Johnson

indebted to _____ in the sum of Two Hundred Sixty-five & 65/100 Dollars,
and that it has commenced on suit by summons and complaint on said indebtedness
against the said Janie Johnson

and that Mrs. Eula B. Beasley, Inc., and d/b/a Beasley's Rest Home

supposed to be indebted to the said Defendant__, or to have effects of the said Defendant__, in her possession, or under her control, and that it believe that process of Garnishment against the said Eula B. Seasley, Ind., and d/b/a Seasley's Rest Home

is necessary to obtain satisfaction of said claim; and that the said Mrs. Julia A. Beasley 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 21 day of February 1961

NO Clerk, Circuit Court.

No. -----

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

Western Lumber Company, Inc.
a Corporation

Plaintiff____

TO

Janio Johnson

Defendant -

Bond and Affidavit in Garnishment on Summons

Filed this _____ day of _____

19-

Clerk.

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, FLOYD BUNG, President of Western Lumber Company, Inc.,
Robert C. Bung, and M. L. Wagoner are

are held and firmly bound unto Janie Johnson

in the sum of \$531.30 DOLLARS,

to be paid to the said Janie Johnson

her

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 21st day of February, 1961

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

Western Lumber Company, Inc., a Corporation

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

the sum of \$265.65 Dollars,

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

Mrs. Eula B. Beasley, Ind., and o/b/a Beasley's Rest Home

summoning her to answer what is indebted to said Defendant, or what effects of said Defendant she has in her possession, or under her 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 she 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.

Floyd Bung (Seal)
Robert C. Bung (Seal)
M. L. Wagoner (Seal)

Approved this _____ day of _____ A. D., 19____

Clerk.

The State of Alabama
Baldwin County

JOHN V. DUCK, NOTARY PUBLIC
Before me, ~~ALICE J. DUCK, Clerk of Circuit Court,~~

in and for said County, personally appeared Floyd Bung, as President of Western Lumber Company, Inc.

who, being duly sworn, doth depose and say that Janie Johnson

indebted to Plaintiff in the sum of Two Hundred Sixty-five & 65/100 Dollars,
and that it has commenced on suit by summons and complaint on said indebtedness
against the said Janie Johnson

and that Mrs. Eula B. Beasley, Ind., and d/b/a Beasley's Rest Home

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in her
possession, or under her control, and that it believe that process of Garnishment against the said
Eula B. Beasley, Ind., and d/b/a Beasley's Rest Home

is necessary to obtain satisfaction of said claim; and that the said Mrs. Eula B. Beasley
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 21 day of February, 1961

Floyd Bung
John V. Duck
Notary Public

116

No. _____

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

Western Lumber Company, Inc.
a Corporation

Plaintiff

TO

Janie Johnson

Defendant

Bond and Affidavit in Garnishment
on Summons

Filed this _____ day of _____

19

Clerk.

Printed by Moore Ptg. Co.

JOHN V. DUCK
ATTORNEY AT LAW
FAIRHOPE, ALA.

October 16, 1961

Mrs. Alice J. Duck
Post Office Box 239
Bay Minette, Alabama

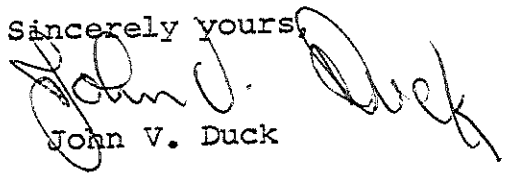
Re: Western Lumber Co. v.
Janie Johnson, Case No.
4607

Dear Mrs. Duck,

Enclosed you will find promissory note in the
above styled case.

Would you please request Judge Hall to enter a
judgment in the amount of \$265.65.

Sincerely yours,


John V. Duck

JVD:ems

Enclosure

BOND

The State of Alabama, }
Baldwin County

CIRCUIT COURT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, FLOYD BUNG, President of Western Lumber Company, Inc.,Robert C. Bung, and M. L. Wagoner areare held and firmly bound unto Janie Johnsonin the sum of \$531.30 DOLLARS,to be paid to the said Janie Johnsonher

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 21st day of February, 1961

THE CONDITION OF THE ABOVE OBLIGATION IN SUCH, That whereas, the above bound

Western Lumber Company, Inc., a Corporation

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

the sum of \$265.65 Dollars,

and ha. on the day of the date hereof, prayed that Writ of Garnishment issue out of said Court to

Mrs. Eula B. Beasley, Ind., and d/b/a Beasley's Rest Home

summoning her to answer what is indebted to said Defendant, or what effects of said Defendant she has in her possession, or under her 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 she 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.

Floyd Bung (Seal)Robert C. Bung (Seal)M. L. Wagoner (Seal)Approved this 22 day of Feb A. D., 1961Alice J. Smith Clerk.

The State of Alabama }
Baldwin County

JOHN V. DUCK, NOTARY PUBLIC
Before me, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

in and for said County, personally appeared Floyd Bung, as President of Western Lumber Company, Inc.

who, being duly sworn, doth depose and say that Janie Johnson

indebted to Plaintiff in the sum of Two Hundred Sixty-five & 65/100 Dollars,
and that it has commenced on suit by summons and complaint on said indebtedness
against the said Janie Johnson

and that Mrs. Eula B. Beasley, Ind., and d/b/a Beasley's Rest Home

supposed to be indebted to the said Defendant, or to have effects of the said Defendant, in her
possession, or under her control, and that it believe that process of Garnishment against the said
Eula B. Beasley, Ind., and d/b/a Beasley's Rest Home

is necessary to obtain satisfaction of said claim; and that the said Mrs. Eula B. Beasley
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 21 day of February, 19 61

John V. Duck
Notary Public

116

No. 4607

THE STATE OF ALABAMA
Baldwin County.

CIRCUIT COURT

Western Lumber Company, Inc.
a Corporation

Plaintiff

TO

Janie Johnson

Defendant

Bond and Affidavit in Garnishment
on Summons

Filed this _____ day of _____, 19 _____

FILED

FEB 22 1961

Clerk.

ALICE L. DUCK, CLERK
ALICE L. DUCK, CLERK
Printed by M. G. F. Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

Whereas, Western Lumber Company, Inc., a Corporationhas commenced suit by Summons and Complaint returnable to the next term of the Circuit Court
of said County, against Janie Johnsonfor the sum of \$265.65 Dollars and whereas, the said
Western Lumber Company, Inc., a Corporationhas entered into bond, and made affidavit by law that the said Janie Johnsonis indebted to Plaintiff in the sum of \$265.65Dollars, and that process of garnishment is believed to be necessary to obtain satisfaction of such
judgment as may be recovered by Plaintiff, and that Mrs. Eula B. Beasley, Ind.,
and d/b/a Beasley's Rest Home

is believed to be chargeable as garnishee in the cause.

YOU ARE THEREFORE, commanded to summon the said Mrs. Eula B. Beasley
Ind., and d/b/a Beasley's Rest Home

_____ to be and appear at the _____ term of the Circuit Court, to
be holden for the County of Baldwin, on _____, 19____
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 gar-
nishment 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 pro-
perty, and whether you have not in your possession or under your control money or effects be-
longing to the defendant.

Witness my hand this 22 day of Feb, 1961Beisef. Beck
Clerk.

No. 14607

Circuit Court of Baldwin County

Western Lumber Company, Inc.

a Corporation
VS.

Garnishment On Summons

Janie Johnson

Issued 22 day of 1961, 19

John V. Duck
Plaintiff's Attorney

Received 22 day of Feb 1961
and on 23 day of Feb 1961

I served a copy of the within Writ
on Mrs Eula B. Beasley

By service on Mrs Eula B. Beasley

TAYLOR WILKINS, Sheriff

By W. J. Kame D.S.

F. Hope

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY [Signature]
DEPUTY SHERIFF

ALICE J. DUCK
REGISTER

State of Alabama
BALDWIN COUNTY

TO Janie Johnson, Defendant:

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

Western Lumber Company, Inc., a Corporation
Fairhope Alabama, Plaintiff,

versus Janie Johnson, Defendant,

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

Beasley Rest Home, a Corporation

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 22

day of Feb, 1941.

Rebecca J. Newcomb
Clerk of the Circuit Court.

4609

NOTICE
TO DEFENDANT OF GARNISHMENT

BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA

TO

Plaintiff.....

VS.

Defendant.....

Received 22 day of Feb 1943
and on 23 day of Feb 1943
served a copy of the within Notice
on James Johnson
by service on Janice Johnson

TAYLOR WILKINS, Sheriff
By W. O. Garner D. S.
Thope

Sheriff claims 70 miles
Ten Cents per mile Total 7.00
TAYLOR WILKINS, Sheriff
Garner
DEPUTY SHERIFF

WESTERN LUMBER COMPANY, INC.
a Corporation,

Plaintiff,

VS

JAMIE JOHNSON,

Defendant,

MRS. EULA B. BEASLEY, Ind.,
and d/b/a BEASLEY'S REST HOME,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

CASE #4607

ANSWER OF GARNISHEE

And now, on this day, comes EULA B. BEASLEY, Individually and doing business as BEASLEY'S REST HOME, garnishee in the above stated cause, and for answer to the writ of garnishment served upon her, upon oath, says that the Defendant is an employee of hers and making the sum of sixty cents (60¢) per hour and as of February 28, 1961, she was indebted to said Defendant in the sum of FIFTY-SIX and 92/100 (\$56.92) Dollars and that in accordance with said writ of garnishment she is deducting from said Defendant's pay twenty-five percent (25%) of the wages, and when said sum equals the amount of the debt or the Defendant's employment is terminated she will report said amount to court for further action, unless ordered to do otherwise. Garnishee herewith deposits the sum of \$30.71 with the Court.

Eula B. Beasley
EULA B. BEASLEY, Ind. and d/b/a
BEASLEY'S REST HOME

Subscribed and sworn to before me this the 21 day of March,
1961.

[Signature]
Notary Public, Baldwin County, Alabama.

FILED

MAR 21 1961

ALICE J. DUCK, CLERK
REGISTER