

4176

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon R. L. MERCHANT 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 the same, then and there to answer the complaint of DR. AMOS GARRETT.

Witness my hand, this the 9 day of February, 1960.

Alfred L. Buck
Clerk

DR. AMOS GARRETT,
Plaintiff,

vs

R. L. MERCHANT,
Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT ONE

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED FORTY SEVEN & 72/100 (\$447.72) DOLLARS, due by promissory note made by him on the 27th day of January, 1959, to the Central Baldwin Bank, and payable on the 27th day of June, 1959, which said note was indorsed by the Plaintiff, and was on the 9th day of February, 1960, assigned by the said Bank to the Plaintiff, which sum with interest thereon is due and unpaid.

The Plaintiff alleges that in and by the said note the said Defendant waived as to this debt or any renewal thereof, all rights of exemption under the constitution and laws of the State of Alabama, as to the collection of the said debt and the Plaintiff claims the benefit of such waiver.

The Plaintiff further alleges that in and by the said note the Defendant agreed to pay all costs of collecting or securing this note, including a reasonable attorney's fee, and the Plaintiff claims of the Defendant the further and additional sum of FIFTY (\$50.00) DOLLARS, as a reasonable attorney's fee in the premises.

COUNT TWO

The Plaintiff claims of the Defendant the further and additional sum of ONE HUNDRED ONE & No/100 (\$101.00) DOLLARS, balance due by chattel mortgage made by him on the 21st day of February, 1958, to the Farmers & Merchants Bank, and payable on the 21st day of June, 1958, which said mortgage was assigned by the Bank to the Plaintiff, which sum with interest thereon is due and unpaid.

The Plaintiff alleges that in and by the said chattel mortgage the said Defendant waived as to this debt or any renewal thereof, all rights of exemption under the constitution and laws of the State of Alabama, as to the collection of the said debt and the Plaintiff claims the benefit of such waiver.

The Plaintiff further alleges that in and by the said mortgage the Defendant agreed to pay all cost of collecting or securing this note, including a reasonable attorney's fee, and the Plaintiff claims of the Defendant the further and additional sum of FIFTY (\$50.00) DOLLARS, as a reasonable attorney's fee in the premises.

COUNT THREE

The Plaintiff claims of the Defendant the further and additional sum of EIGHT HUNDRED EIGHTY FOUR & 38/100 (\$84.38) DOLLARS, for money paid by the Plaintiff for the Defendant on the 31st day of March, 1958, at his request, with the interest thereon, is still unpaid.



Attorney for Plaintiff

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon R. L. MERCHANT 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 the same, then and there to answer the complaint of DR. AMOS GARRETT.

Witness my hand, this the 9 day of February, 1960.

Deice J. Luck
Clerk

DR. AMOS GARRETT,
Plaintiff,

vs

R. L. MERCHANT,
Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

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The Plaintiff alleges that in and by the said note the said Defendant waived as to this debt or any renewal thereof, all rights of exemption under the constitution and laws of the State of Alabama, as to the collection of the said debt and the Plaintiff claims the benefit of such waiver.

The Plaintiff further alleges that in and by the said note the Defendant agreed to pay all costs of collecting or securing this note, including a reasonable attorney's fee, and the Plaintiff claims of the Defendant the further and additional sum of FIFTY (\$50.00) DOLLARS, as a reasonable attorney's fee in the premises.

COUNT TWO

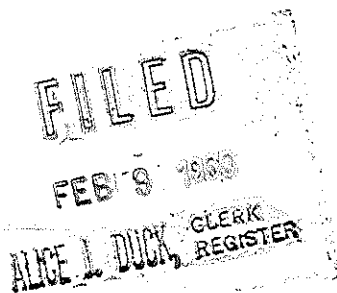
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The Plaintiff alleges that in and by the said chattel mortgage the said Defendant waived as to this debt or any renewal thereof, all rights of exemption under the constitution and laws of the State of Alabama, as to the collection of the said debt and the Plaintiff claims the benefit of such waiver.

The Plaintiff further alleges that in and by the said mortgage the Defendant agreed to pay all cost of collecting or securing this note, including a reasonable attorney's fee, and the Plaintiff claims of the Defendant the further and additional sum of FIFTY (\$50.00) DOLLARS, as a reasonable attorney's fee in the premises.

COUNT THREE

The Plaintiff claims of the Defendant the further and additional sum of EIGHT HUNDRED EIGHTY FOUR & 38/100 (\$884.38) DOLLARS, for money paid by the Plaintiff for the Defendant on the 31st day of March, 1958, at his request, with the interest thereon, is still unpaid.





Attorney for Plaintiff

4176
Mr. Amos Garrett
VS.
R. L. Merchant

Returned 11 day of Feb 1960
Not found in my county after diligent search and in-
quiry.

Taylor Wilkins, Sheriff
By Ed Hugh Steadler
Deputy Sheriff

FILED

FEB 9 1960

AUDIE J. DUCK, CLERK
REGISTER

THE STATE OF ALABAMA,
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Dr. Amos Garrett

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that

R. L. Merchant

is justly indebted to the Plaintiff Dr. Amos Garrett

in the sum of ONE THOUSAND FOUR HUNDRED THIRTY THREE & 10/100 Dollars, and

Dr. Amos Garrett having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

R. L. Merchant

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on Monday of 19 60
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 9 day of February A. D., 1960.

Alice J. Duck Clerk.

Robertsdale

No. *417.6*

ATTACHMENT

Mr. Amos Garrett

Vs. { ATTACHMENT

R. L. Merchant

Received *9* day of *Feb* 19*60*

and on _____ day of _____ 19____

I served a copy of the within *Attachment*

on *R. L. Merchant*

By service on _____

TAYLOR WILKINS, Sheriff

By *Edgar Steadler* S.

Issued _____, 19____

Moore Printing Co.

Executed by attaching the
following property, *2/11/60*

- 1, International Model A tractor
- 1, " 1 row cultivator
- 1, " 1, 18" single bottom plow,
- 1, Allis Chalmers Tractor,
- 1, Trailer disc,
- 1, Trailer.

FILED

FEB

ALICE J. DUCK, CLERK
REGISTER

THE STATE OF ALABAMA {
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That We, Dr. Amos Garrett,
W. L. Hammond and W. C. Macon

....., of the County of Baldwin, State of Alabama,

are held and firmly bound unto R. L. Merchant

in the sum of One Thousand (\$1,000.00) - - - - - Dollars, to

be paid to the said R. L. Merchant

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 and severally, firmly by these presents.

Sealed with our seals and dated the day of February, 19 60.

The Condition of this Obligation is such:

That whereas, the above bounden Dr. Amos Garrett

..... has^s, on the day of the date
hereof, prayed an Attachment at the suit of Dr. Amos Garrett

..... against the estate of above named
R. L. Merchant

for the sum of Five Hundred Forty Eight & 72/100 (\$548.72) - - - Dollars,
and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said Dr. Amos Garrett

should prosecute said Attachment to effect, and pay the said Defendant all such damages as he
may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be
void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now,
or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

Amos Garrett (Seal)
W. L. Hammond (Seal)
W. C. Macon (Seal)
..... (Seal)

Approved, this 9 day of Feb, 19 60

Miss J. M. Clark, Clerk

THE STATE OF ALABAMA {
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, John P. Beebe, a Notary Public,in and for said County, personally appeared Dr. Amos Garrett

who, being duly sworn, on oath saith that _____

R. L. Merchant is

justly indebted to

himin the sum of Five Hundred Forty Eight & 72/100 (\$548.72) Dollars,

which said amount is justly due after allowing all just offsets and discounts, and that the said _____

R. L. Merchant resides out of the State of Alabama, andpresently is a resident of the City of Cocoa, Florida,

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Subscribed and sworn to before me this 9th day of February, 1960.
Amos Garrett
John P. Beebe
 Notary Public

No. _____	Page _____
STATE OF ALABAMA Baldwin County	
CIRCUIT COURT At Bay Minette, Ala.	
TO _____	
ATTACHMENT BOND AND AFFIDAVIT	
Filed this the _____ day	of _____, 19 _____
Clerk _____	
Attorney _____	

The State of Alabama, {
Baldwin County

No. 4176

CIRCUIT COURT

Term, 19__

DR. AMOS GARRETT

PLAINTIFFS

VS.

ATTACHMENT

R.L. MERCHANT

DEFENDANTS

WHEREAS, DR. Amos Garrett

as Plaintiff in said cause, has obtained an Attachment out of this Court, issued the 9th
day of February 1960, against the estate of the said defendant

R.L. Merchant

which Attachment has been levied upon the following described Property

as the property of the said defendant, to-wit:

1 International Model A Tractor

1 International 1 row cultivator

1 International 1, 18" single bottom plow,

1 Allis Chalmers Tractor,

1 Trailer disc,

1, Trailer.

and whereas, it appears that the said R.L. Merchant

Defendant as aforesaid is non-resident of the State of Alabama

NOW, THEREFORE, the said R.L. Merchant

wherever he may reside is hereby notified of the levy and pendency of said Attachment.

Witness my hand, this 15 day of February, 1960

John P. Beebe,

Solicitor for Plaintiff

Clerk

No. _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT

Plaintiffs

vs.

Defendants

**NOTICE TO NON-RESIDENTS
OF ATTACHMENT**

Issued _____, 19____

Clerk.

No. _____ Page _____

THE STATE OF ALABAMA,
BALDWIN COUNTY.

CIRCUIT COURT

Plaintiffs

vs.

Defendants

NOTICE TO NON-RESIDENTS
OF ATTACHMENT

Issued _____, 19____

Clerk.

ATTACHMENT

THE STATE OF ALABAMA, {
Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS, Dr. Amos Garrett

hath complained on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., that

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in the sum of ONE THOUSAND FOUR HUNDRED THIRTY THREE & 10/100 Dollars, and

Dr. Amos Garrett having made affidavit and given bond
as required by law, in such cases, you are hereby commanded to attach so much of the estate of

R. L. Merchant

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so
attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be
had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
County, on _____ Monday of _____ 19 ____
next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 9 day of February A. D., 1960.

Alice J. Duck Clerk.

No. 4176

ATTACHMENT

Vs. { ATTACHMENT

Issued _____, 19__

Moore Printing Co.,

11 Feb 1916
Not for use in any court or official arch and
order.

Elleigh Steadman

FILED

FEB

ALICE J. DUCK, CLERK
REGISTER

ATTACHMENT

THE STATE OF ALABAMA,
Baldwin County.

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R. L. Merchant

as will be of value sufficient to satisfy said debt and costs, according to the complaint; and such estate, so attached unless replevied, so to secure, that the same may be liable to further proceedings thereon to be had by the Circuit Court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said County, on _____ Monday of _____ 19 _____ next; when and where you must make known to said Court how you have executed this Writ.

WITNESS, my hand, this 9 day of February A. D., 1960.

Alice J. Duck Clerk.

The Baldwin Times

"Baldwin's Only All County Newspaper"

BAY MINETTE, ALABAMA

J. H. FAULKNER, Publisher
E. R. MORRISSETTE, Jr., Editor-Manager

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

E. R. Morrisette, Jr., being duly sworn, deposes and says that he is the EDITOR of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Dr. Amos Garrett vs R. L. Merchants

COST STATEMENT

164 WORDS @ 5 cents — — — \$ 8.20
I hereby certify this is correct, due and unpaid (paid).

E. R. Morrisette, Jr.
Editor.

was published in said newspaper for 3 consecutive weeks in the following issues:

Date of 1st publication Feb. 18, 1960 Vol. 72 No. 6

Date of 2nd publication Feb. 25, 1960 Vol. 72 No. 7

Date of 3rd publication March 3, 1960 Vol. 72 No. 8

Date of 4th publication _____, 19____ Vol. _____ No. _____

Subscribed and sworn before the undersigned this 4 day of Mar, 1960.

Dorothy Martin
Notary Public, Baldwin County.

E. R. Morrisette, Jr.
Editor.