(4/176)

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 $\underline{\mathcal{I}}$ day of February, 1960.

Acicelabuck

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 (\$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

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 _____ day of February, 1960.

Meice foliage

DR. AMOS GARRETT,
Plaintiff,

IN THE CIRCUIT COURT OF

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~~: k:

BALDWIN COUNTY, ALABAMA

R. L. MERCHANT, Defendant.

AT LAW

COUNT ONE

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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.

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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 mort-gage 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.

FEB 9 19189

ALKE L DUCK, REGISTER

Attorney for Plaintiff

4176
Dr. Amos Gunett

II day of Fel

itely found in my county after diligent search and in-

By ldlugh Steadler Short

· FEB 9 1960

AUCE L DUCK, CLERK REGISTER

THE STATE OF ALABAMA,

Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHEREAS,	Dr. As	mos Garrett			
	er j	·			
hath complained on oath to	me, ALICE J. DUCK,	Clerk of Circuit	Court of Baldwin	County, Ala.	that
	- No.			• • • • • • • • • • • • • • • • • • • •	
	R. L. Me	rchant			<u>.</u>

is justly indebted to the Pla	Dr. Amos				
13 Justiy Mucorca to the Fia					
ONE TH	OUSAND FOUR HUI	NDRED THIRT	Y THREE & 1	0/100	
in the sum of				Dollars	, and
as required by law, in such			ing made affid		
·.	R. L. Mercha	ant			
as will be of value sufficient	to satisfy said debt and	costs, according	to the complaint;	and such estat	e, so
attached unless replevied, so	to secure, that the sam	e may be liable t	o futher proceed	ings thereon t	to be
had by the Circuit Court of	Baldwin County, Ala.,	at a term thereof	, to be held at the	: Court House o	f said
County, on—	Мо	nday of		19_	
next; when and where you r					
WITNESS, my hand, this-	day of	February	A.	D., 1960.	
	**************************************	_ Willie	1 - 1.0	uek	M3-
	**************************************				TICIE.

N V

		Lobertsdale
		No. 4176
		ATTACHMENT
Réceiv	ed 9 day of Feb 19	& Alr. amos Garrett
	day of 19 day of 19 day of 19 day of 19 day of the within	Vs. ATTACHMENT
By serv	vice on	R. L. Mirchant
	TAYLOR WILKERS, Straits By Edley Steedle	0-S Issued, 19
	Executed by attaching folkering property, 2/11	the Moore Printing Co.,
	l, International Model . l, " l row	
	1, Allis Chalmers Trac 1, Trailer disc, 1, Trailer.	

FEn

ALICE J. DUCK, CLERK REGISTER

THE STATE OF ALABAMA | Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALA.

Sealed with our seals and dated the	KNOW ALL MEN BY THESE PRESENTS, That We, Dr.	Amos Garrett,
R. L. Merchant R. L. Merchant R. L. Merchant R. L. Merchant Be paid to the said R. L. Merchant Beirs, 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. Scaled with our scals and dated the day of February 1060. The Condition of this Obligation is such: That whereas, the above bounden Rr. Andes Garrett R. L. Merchant R. L. Merchant The word of Prive 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 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 writted. Approved, this A day of Author Court of Seal Approved, this A day of Author Courted. Clerk Author Clerk	W. L. Hammond and W. C. Macon	
R. L. Merchant R. L. Merchant R. L. Merchant R. L. Merchant Be paid to the said R. L. Merchant Beirs, 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. Scaled with our scals and dated the day of February 1060. The Condition of this Obligation is such: That whereas, the above bounden Rr. Andes Garrett R. L. Merchant R. L. Merchant The word of Prive 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 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 writted. Approved, this A day of Author Court of Seal Approved, this A day of Author Courted. Clerk Author Clerk	, ,	
in the sum of	, of the County of Baldwin , Sta	te of Alabama,
in the sum of	are held and firmly bound unto R. L. Merchant	
in the sum of		
be paid to the said R. L. Merchant heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind our- selves 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, 1960. The Condition of this Obligation is such: That whereas, the above bounden Dr. Amos Garrett That whereas, the above bounden Dr. Amos Garrett 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; othewise 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 writted. Approved, this 2 day of March 1942 Approved, this 2 day of March 1942 Approved, this 2 day of March 1942 Approved, this 3 day of March 1942 Approved, this 4 day of March 1942 Approved, this 5 day of March 1942 Approved, this 6 day of March 1942 Approved 1942 Approve		
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		
selves 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	be paid to the said R. L. Merchant	
The Condition of this Obligation is such: That whereas, the above bounden.		
That whereas, the above bounden	Sealed with our seals and dated theday ofFebr	uary, ₁₉ 60.
hereof, prayed an Attachment at the suit of	The Condition of this Obligation is such:	
hereof, prayed an Attachment at the suit of	That whereas, the above bounden Dr. Amos Garrett	
hereof, prayed an Attachment at the suit of		ha ^S , on the day of the date
Ro Lo Merchant Ro Lo Merchant 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 Dro 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; othewise 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. (Seal) Approved, this 9 day of Mala Mala Mala Mala Mala Mala Mala Mal		
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	hereof, prayed an Attachment at the suit ofDr. Amos Garr	ett
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; othewise 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. (Seal) Approved, this 9 day of Mulling (Seal) Approved, this 9 day of Mulling (Seal)	agair	st the estate of above named
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. Approved, this 9 day of 10 day of 10 day. Amos Garrett Dr. Amos Garrett Amos Garrett Amos Garrett And Dr. Amos Garrett Attachment, all such damages as he may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be void; othewise 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. (Seal) Approved, this 9 day of 10 day	R. L. Merchant	
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. Approved, this 9 day of 10 day of 10 day. Amos Garrett Dr. Amos Garrett Amos Garrett Amos Garrett And Dr. Amos Garrett Attachment, all such damages as he may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be void; othewise 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. (Seal) Approved, this 9 day of 10 day	- American Company of the Company of	
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. Approved, this 7 day of August Office Claims of Alabama (Seal) Approved, this 9 day of August Office Claims Office Alabama (Seal)	for the sum of Five Hundred Forty Eight & 72/100 (\$	548.72) Dollars,
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; othewise 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. (Seal) Approved, this 7 day of Auto (Seal)	and hath obtained the same, returnable to the Circuit Court of Baldwin Co	unty:
may sustain by the wrongful or vexatious suing out said. Attachment, then the above obligation to be void; othewise 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. (Seal) Approved, this 9 day of Automatical Clerk. (Seal) Approved, this 9 day of Automatical Clerk. (Seal)	Now, if the said Dr. Amos Garrett	
Signed, Sealed, and delivered the date above written. Signed, Sealed, and delivered the date above written. (Seal) Approved, this 9 day of July Approved, this 9 day of July Approved Alabama. (Seal)		such damages as
Signed, Sealed, and delivered the date above written. (Seal) (Seal) (Seal) (Seal) (Seal) (Seal) (Approved, this 9 day of Full 1960 (Alicel Much Clerk		
Approved, this 9 day of Full Aluck Clerk	definition of the state of the	abama.
Approved, this 9 day of Tub (Seal) Approved, this 9 day of Tub (Seal) Approved, this 9 day of Tub (Seal)	Signed, Sealed, and delivered the date above written.	
Approved, this 9 day of Tub (Seal) Approved, this 9 day of Tub (Seal) Approved, this 9 day of Tub (Seal)	Cernot 2	arrett (sout)
Approved, this 9 day of Tube (Seal) Approved, this 9 day of Tube (Seal)		(Sear)
Approved, this 9 day of File , 1960 Approved Aluck Clerk	A THE	(Seal)
Approved, this 9 day of File , 1960 Approved Aluck Clerk	*CMIM	kee (Seal)
Approved, this 9 day of File Mirel Much Clerk		(501)
alice I bluck clerk		(Seal)
alice I bluck, Clerk	Approved, this 9 day of File	, 19 4_0
	218 Alicela	luck Clerk

THE STATE OF ALABAMA (Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me,	John P. Bee	ebe, a No	tary Pu	blic,			
in and for said County,	, personallý appear	edDr	Amos G	arrett			
who, being duly sworn							
	R. L. Mer	chant is	S		iı	ıstly indel	oted to
÷	him				•		
in the sum of Five	Hundred For		& 72/1	00 (3548	3.72) -	D	ollars,
which said amount is ju		-	-				
	erchant resi						
presently is a r				****		·	
я	. !			·			
and that this Attachmen	nt is not sued out f	or the purpo	se of vexing	or harassi	ng the Defe	endant, or	other
		A	mo,	The		est	•
Subscribed and s	worn to before me t	his 0 =	day o/f	Februar	су	60	
		<	Zali	u (T)	Bee	le	
	**************************************	.,	Not	ary Pub		to see a sittiin waa a madee	• postalijakist
	Basileon			11.1	day	erk	ney
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A W				AFF			
STATE OF ALABAN Baldwin County IRCUIT COU				AND		1 000	
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				ATTACHMENT BOND	Filed this the	1	
C No.				A'I'	File of		

ATTACHMENT NOTICE Moore Printing Co No. 4176 The State of Alabama, Baldwin County CIRCUIT COURT _____ Term, 19___ DR. AMOS GARRETT PLAINTIFFS ATTACHMENT VS. R.L. MERCHANT DEFENDANTS DR. Amos Garrett WHEREAS, 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. l, 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 peudency of said Attachment. day of February Witness my hand, this ____ - which Clerk John P. Beebe,

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	C							

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MOORE PRINTING CO.,

THE STATE OF ALABAMA,
BALDWIN COUNTY. CIRCUIT COURT Plaintiffs Defendants NOTICE TO NON-RESIDENTS OF ATTACHMENT Issued — Clerk.

MOORE PRINTING CO.,

THE STATE OF ALABAMA,

Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHE	REAS,	Dr. An	os Garrett	
		a '		
hath complaine	ed on oath to n	ae, ALICE J. DUCK,	Clerk of Circuit Court of I	Baldwin County, Ala., tha
		R. L. Mer	chant	
A Committee of the Comm				
A Company of the Comp				
is justly indebte	ed to the Plain	Dr. Amos	Garrett	
To your and the control of the contr	,	•		
in the sum of _	ONE THO	USAND FOUR HUN	DRED THIRTY THREE	E & 10/100 Dollars, and
Dr. Amos		ses, you are hereby	•	affidavit and given bond o much of the estate of
h		R. L. Mercha	m†-	
		THE TIE WICH CITE		
as will be of val	ue sufficient t	o satisfy said debt and	costs, according to the con	iplaint; and such estate, so
				proceedings thereon to be
				d at the Court House of said
County, on		Mon	day of	19
next; when and	where you mu	st make known to said	Court how you have exec	uted this Writ.
WITNESS, my	hand, this	A day of	February	A. D., 19 ⁶⁰ .
				lucke Clerk.
				Cierk.

No.4176

ATTACHMENT

Vs. ATTACHMENT

Issued_____19__

Moore Printing Co.,

Elleigh Steadburg

FEB

MCE L DUCK, CLERK
REGISTER

THE STATE OF ALABAMA,

Baldwin County.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

WHI	REAS, Dr. Amos Garrett
hath complaine	d on oath to me, ALICE J. DUCK, Clerk of Circuit Court of Baldwin County, Ala., th
Section 1	R. L. Merchant
Section 1	
	Dr. Amos Garrett
is justly indebte	ed to the Plaintiff

as required by I	aw, in such cases, you are hereby commanded to attach so much of the estate o
	R. L. Merchant
attached unless	ne sufficient to satisfy said debt and costs, according to the complaint; and such estate, so replevied, so to secure, that the same may be liable to futher proceedings thereon to be not court of Baldwin County, Ala., at a term thereof, to be held at the Court House of said
	Monday of19
	where you must make known to said Court how you have executed this Writ.
	hand, thisday ofFebruaryA. D., 1960.
	Much-luck Clerk.

The Baldwin Times

"Baldwin's Only All County Newspaper"

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

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA, BALDWIN COUNTY. 6. A. heing 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 Imos Garrett va R COST STATEMENT _words @ __5_ I hereby certify this is correct, due and unpaid (paid). was published in said newspaper for 3 consecutive weeks in the following issues: Date of 1st publication. Date of 2nd publication Date of 3rd publication_ Date of 4th publication. Subscribed and sworn before the undersigned this 4 day of Man, 1966 Notary Public, Baldwin County.