

STATE OF ALABAMA

Baldwin County

TO Dana Dugger
....., Defendant.....:

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

Burton H. Silverstein, d/b/a AAA Assignment Service..... Plaintiff.....

Dana Dugger
versus Defendant.....

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

South Baldwin Bank, Foley, Alabama, Checking Acct. #11-160-72
.....has^S been named as Garnishee.....

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

23 day of Sept., 1971..

Ernie B. Blackman
.....
Clerk of the Circuit Court.

SEP 23 1971

TAYLOR WILKINS
SHERIFF

Sheriff claims 60 miles at
Ten Cents per mile Total \$ 7.50
TAYLOR WILKINS, Sheriff
BY John Wayne
DEPUTY SHERIFF

Received 1 day of Oct. 19 71
I served a copy of the within Notice
on Dana Duggen
By return on Dana Duggen
TAYLOR WILKINS, Sheriff
BY John Wayne

7960 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

Burton H. Silvers & Sons

Plaintiff....

VS.

Dana Duggen

Defendant....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

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

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 4th..... day of March....., 1968 being a regular day of said term, Burton H. Silverstein, d/b/a AAA Assignment Service

recovered judgment against Dana Dugger & Florence Dugger

for the sum of THREE HUNDRED SIXTY EIGHT and 50/100----Dollars, and cost of suit, and affidavit having been made by Phyllis S. Nesbit that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

South Baldwin Bank, Checking Account #11-160-72
Foley, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant Dugger 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, 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

South Baldwin Bank, Checking Account
#11-160-72

to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from Service of this writ

the service of the garnishment, or at the makinganswer, or at any time intervening the time of serving the garnishment, and making the answer it was indebted to said defendant Dugger and whether it will not be indebted in future to said defendant Dugger by a contract then existing, and whether by a contract then existing it

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, Dana Dugger

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

Witness, Emmie B. Blackburn, Clerk of said Court, this 23 day of Sept, A. D., 1971.

Issued 23 day of Sept, A. D., 1971.

ATTEST:

Emmie B. Blackburn, Clerk

SEP 23 1971

TAYLOR WILKINS
SHERIFF

Received 23 day of Sept 1971
and on 21 day of Sept 1971
I served a copy of the within Writ
on South Baldwin Bank

By service of Leah B. King, Clerk, S. Bal. Court

TAYLOR WILKINS, Sheriff

Donald L. Thomas D. S.

sheriff claims 72 miles of
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Deputy Sheriff
DEPUTY SHERIFF

CIRCUIT COURT, BALDWIN COUNTY

No. 9960 1/2

Burden H. Silverstein

VS. }

GARNISHMENT ON JUDGMENT

Dana Bugger

Issued

23

day of

Sept 1971

Returnable

day of

19

Attorney

Moore Printing Co. - Bay Minette, Ala.

79602

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Eunice Blackmon

Personally appeared before me, ~~Attest X X Black~~, Clerk of the Circuit Court in and for Baldwin County and State aforesaid Phyllis S. Nesbit, Attorney for Burton H. Silverstein, d/b/a AAA

Assignment Service
who being duly sworn, on oath says, that a regular _____ Term

of the Circuit Court of Baldwin County, to-wit: on the 4th day of March

19 68, Burton H. Silverstein, d/b/a AAA Assignment Service

recovered a judgment against Dana Dugger and Florence Dugger

_____ for the sum of

THREE HUNDRED SIXTY EIGHT and 50/100 _____ Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

South Baldwin Bank, Checking Account #11-160-72

Foley, Alabama

supposed to be indebted to or have effects of the said Dana Dugger & Florence Dugger

in its possession, or under its control, and that he believes process of

Garnishment against said South Baldwin Bank, checking acct. #11-160-72

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 23

day of Sept A. D. 19 71

Eunice B. Blackmon
Clerk.

Phyllis S. Nesbit

NO. _____

CIRCUIT COURT

vs.

**AFFIDAVIT
Garnishment on Judgment**

Filed this _____ day of _____

19____

Clerk.

MOORE PRINTING CO., BAY MINETTE, ALA.

BURTON H. SILVERSTEIN,
d/b/a AAA Assignment Service,

Plaintiff,

VS.

DANA DUGGER and FLORENCE
DUGGER,

Defendants,

and

SOUTH BALDWIN BANK,

Garnishee.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

7960 1/2


ANSWER OF GARNISHEE

Now comes South Baldwin Bank, by and through H. L. King, as its President, who being duly sworn deposes and says that he is President of South Baldwin Bank, a corporation; has personal knowledge of the facts herein stated and is authorized to sign this answer to said garnishment and for answer to same says:

That at the time of the service of said writ of garnishment, and at the time of making this answer, the said garnishee was indebted to the defendants in the sum of Sixty-one and 68/100 Dollars (\$61.68) by virtue of a checking account in said bank; that said garnishee will not be indebted in the future to said defendants by contract then or now existing; that it will not be 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 garnishee has not in its possession or under its control money or effects belonging to the defendants, other than as aforesaid.

Having fully answered said garnishment, said garnishee prays that it be dismissed with its reasonable costs for making this answer.

SOUTH BALDWIN BANK,
a corporation,

By 
As its President

STATE OF ALABAMA)
 *
BALDWIN COUNTY)

Before me, the undersigned authority, personally appeared
H. L. King, who first being duly and legally sworn deposes and says:
That he has read over the foregoing answer and that the facts
stated therein are true.

H. L. King

Sworn to and subscribed before me
on this the 6th day of October, 1971.

Charles Koehler Jr.

Notary Public, Baldwin County, Alabama

My Commission Expires Jan. 10 1975

FILED

OCT 11 1971

EUNICE B. BLACKMON CIRCUIT
 CLERK

BURTON H. SILVERSTEIN, d/b/a
AAA ASSIGNMENT SERVICE

Plaintiff

VS.

DANA DUGGER and FLORENCE DUGGER

Defendants

SOUTH BALDWIN BANK

Garnishee

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7960½

ORDER

It appearing to the Court from the sworn answer of the Garnishee admitting indebtedness to the Defendant that the Garnishee is indebted to the Defendant in the amount of \$61.68 by virtue of a checking account, that the Defendant has not executed bond for the dissolution of the garnishment, and it further appearing to the Court that there are funds of the Defendant in the hands of the Garnishee, it is, therefore,

CONSIDERED, ORDERED and ADJUDGED by the Court that the South Baldwin Bank, the Garnishee, do pay into the hands of the Clerk the sum of \$61.68, as admitted in the sworn answer of the Garnishee, which sum is to be held by the Clerk subject to whatever judgment may hereafter be rendered in this cause.

CONSIDERED, ORDERED and ADJUDGED further that when said sum is so paid into the hands of the Clerk, the Garnishee shall be discharged from all liability for the amount so paid.

DATED this 16th day of December, 1971.

Telfair J. Mashburn
Telfair J. Mashburn, Circuit Judge

FILED

DEC 16 1971

EUNICE B. BLACKMON CIRCUIT
CLERK