

FOOD CREDITS, INC.,
a corporation,

Plaintiff

vs.

RAYMOND J. BING,

Defendant

GREYHOUND LINES - East,

Garnishee

) IN THE CIRCUIT COURT OF


) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 9001-1/2

MOTION TO CONDEMN

Comes now the plaintiff in the above-styled cause and shows the Court that GREYHOUND LINES - EAST of Cleveland, Ohio, the employer of the defendant in the above-styled cause and garnishee in this matter, is now holding \$81.80 pursuant to a garnishment issued from the Circuit Court of Baldwin County, Alabama, which amount represents twenty-five percent (25%) of the disposable earnings of the defendant for the period of August 1, 1972, to August 15, 1972, and payable August 28, 1972, and the plaintiff moves this Honorable Court to condemn said funds and to further condemn a like percentage of the disposable earnings of the defendant for each pay period until the judgment and all costs are paid in full.


DANIEL A. BENTON, Attorney for Plaintiff

FILED

SEP 11 1972


EUNICE B. BLACKMON CIRCUIT
CLERK

This Instrument Was
Prepared By
DANIEL A. BENTON
Attorney At Law
Box 471
Fairhope, Ala. 36532

FOOD CREDITS, INC.,)	IN THE CIRCUIT COURT OF
a corporation,)	BALDWIN COUNTY, ALABAMA
Plaintiff)	AT LAW
vs.)	
RAYMOND J. BING,)	CASE NO. 9001-1/2
Defendant)	
GREYHOUND LINES - East,)	
Garnishee)	

MOTION TO CONDEMN

Comes now the plaintiff in the above-styled cause and shows the Court that GREYHOUND LINES - EAST of Cleveland, Ohio, the employer of the defendant in the above-styled cause and garnishee in this matter, is now holding \$81.80 pursuant to a garnishment issued from the Circuit Court of Baldwin County, Alabama, which amount represents twenty-five percent (25%) of the disposable earnings of the defendant for the period of August 1, 1972, to August 15, 1972, and payable August 28, 1972, and the plaintiff moves this Honorable Court to condemn said funds and to further condemn a like percentage of the disposable earnings of the defendant for each pay period until the judgment and all costs are paid in full.


DANIEL A. BENTON, Attorney for Plaintiff

GREYHOUND LINES—EAST

1400 West Third Street
Cleveland, Ohio 44113

FILED

SEP 11 1972

EUNICE B. BLACKMON CIRCUIT
CLERK



August 31, 1972

Eunice Blackmon, Clerk
Circuit Court of Baldwin County
Court House
Bay Minette, Alabama 36507

RE: Food Credit, Inc., Plaintiff
vs
Raymond J. Bing, Defendant
Garnishment on Judgement
Case #9001 $\frac{1}{2}$

Dear Mr. Blackmon:

We are holding the sum of \$81.80 in the above case pursuant to further order of the Court. This amount represents 25% of his disposable earnings for the period August 1, 1972 to August 15, 1972 and payable August 28, 1972.

Very truly yours,

J. M. Clarke
Vice President & Comptroller

RH/gar
cc: Rickarby & Benton
Fairhope, Alabama 36532

FILED

SEP 11 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

FOOD CREDITS, INC.,)	IN THE CIRCUIT COURT OF
a corporation,)	BALDWIN COUNTY, ALABAMA
Plaintiff)	AT LAW
vs.)	
RAYMOND J. BING,)	CASE NO. 9001-1/2
Defendant)	
GREYHOUND LINES - EAST,)	
Garnishee)	

ORDER OF CONDEMNATION OF FUNDS

This day came the plaintiff in the above-styled matter and moved this Court to condemn certain funds held by GREYHOUND LINES -EAST of Cleveland, Ohio, and it appearing to the Court that the Garnishee in the above-styled matter having made answer to the garnishment heretofore issued by this Court indicating that it was holding EIGHTY-ONE AND 80/100 DOLLARS (\$81.80), which constituted twenty-five percent (25%) of the disposable earnings of the defendant for the period of August 1, 1972, through August 15, 1972, and payable on August 28, 1972, it is therefore

ORDERED that said funds be and the same hereby are condemned, and it is

FURTHER ORDERED that they be paid over to the Circuit Clerk of Baldwin County, Alabama.

It is FURTHER ORDERED that a like percentage of the disposable earnings for each pay period of the defendant be withheld and paid into the Circuit Clerk of Baldwin County, Alabama, until the judgment and all costs are paid in full.

DONE this the 17th day of September, 1972.

Telfair J. Mashburn
TELFAIR J. MASHBURN, Judge
Circuit Court of Baldwin County, Alabama

FILED

SEP 11 1972

EUNICE B. BLACKMON CIRCUIT CLERK

A F F I D A V I T

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, the undersigned Notary Public, DONALD A. LOEHR, who being duly sworn, on oath, says: That at a regular term of the Circuit Court of Baldwin County, Alabama, on, to-wit, the 25th day of August, 1970, FOOD CREDITS, INC., a corporation, recovered a judgment against RAYMOND J. BING and MARY SUE BING for \$1055.70 besides cost of said suit; that said judgment remains unsatisfied with a balance of \$879.70 remaining unpaid; and that the judgment is in full force and effect; that Greyhound Bus Lines, Inc., aka Southeastern Greyhound Lines, is supposed to be indebted to or have effects of the said RAYMOND J. BING in its possession or under its control and that DONALD A. LOEHR, as President of FOOD CREDITS, INC., a corporation, believes process of garnishment against the said Greyhound Bus Lines, Inc., aka Southeastern Greyhound Lines, Inc., is necessary to obtain satisfaction of said judgment.

Donald A. Loehr
AFFIANT

Sworn and subscribed before me this the
4th day of August, 1972.

Frankie W. Wilson
NOTARY PUBLIC

This Instrument Was
Prepared By
NIEL A. BENTON
Attorney At Law
Box 471
Fairhope, Ala. 36532

Niel A. Benton
Atty. for Plaintiff

FILED

AUG 10 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

A F F I D A V I T

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, the undersigned Notary Public, DONALD A. LOEHR, who being duly sworn, on oath, says: That at a regular term of the Circuit Court of Baldwin County, Alabama, on, to-wit, the 25th day of August, 1970, FOOD CREDITS, INC., a corporation, recovered a judgment against RAYMOND J. BING and MARY SUE BING for \$1055.70 besides cost of said suit; that said judgment remains unsatisfied with a balance of \$879.70 remaining unpaid; and that the judgment is in full force and effect; that Greyhound Bus Lines, Inc., aka Southeastern Greyhound Lines, is supposed to be indebted to or have effects of the said RAYMOND J. BING in its possession or under its control and that DONALD A. LOEHR, as President of FOOD CREDITS, INC., a corporation, believes process of garnishment against the said Greyhound Bus Lines, Inc., aka Southeastern Greyhound Lines, Inc., is necessary to obtain satisfaction of said judgment.

Donald Loehr

AFFIANT

Sworn and subscribed before me this the
4th day of August, 1972.

Frankie H. Wilson
NOTARY PUBLIC

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

...Regular..... TERM, 19..70

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19.70..... of the Circuit Court of Baldwin County, to-wit: On the ^{13th}..... day of ~~22~~ August....., 19.70., being a regular day of said term,FOOD CREDIT, INC., a corporation.....

recovered judgment againstRAYMOND J. BING and MARY S. BING.....

for the sum of ONE THOUSAND FIFTY-FIVE AND 70/100..... Dollars, and cost of suit, and affidavit having been made byDONALD H. LOEHR..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

.....GREYHOUND BUS LINES, INC., aka SOUTHEASTERN GREYHOUND LINES, INC.,

has or is believed to have inits..... possession, or underits..... control money or effects belonging to said defendant ^{Raymond J. Bing}..... or thatit..... 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

.....GREYHOUND BUS LINES, INC., aka SOUTHEASTERN GREYHOUND LINES, INC.

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 the service of the garnishment, or at the making ^{its} answer, or at any time intervening the time of serving the garnishment, and making the answer was indebted to said defendant Raymond J. Bing..... and whetherit..... will not be indebted in future to said defendant

..... 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 inits..... possession or underits..... control money or effects belonging to the defendant,.....RAYMOND J. BING.....

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

Witness, Eunice Blackmon, Clerk of said Court, this.....10th..... day ofAUGUST....., A. D., 1972.....

Issued11th..... day ofAugust..... A. D., 19..72

ATTEST:

.....Eunice B. Blackmon..... Clerk

Received 14 Day of August 1972
and on 16 Day of August 1972
I served a Copy of the within on Gregory and Paul Allen
by service on John Cheney Termin. Moys.

RAY D. BRIDGES, Sheriff
By W.D. Collins

REC'D. SHERIFF DEPT.
MOBILE COUNTY, ALA.
AUG 14 10 11 AM '72
BY _____

Walm 9458 42.30
CIRCUIT COURT, BALDWIN COUNTY

No. 9001 1/2

FOOD CREDIT, INC., a corporation

VS. } GARNISHMENT ON JUDGMENT

RAYMOND J. BING and MARY S. BING

RECEIVED

AUG 1 1972

Issued TAYLOR WILKINS day of _____ 19____

Returnable _____ day of _____ 19____

RICKARBY & BENTON
Fairhope, Alabama

Attorney

Moore Printing Co. - Bay Minette, Ala.

B67
Raymond Bess Turner
Mr. Cheney, Termin. Moys.