

STATE OF ALABAMA

IN THE CIRCUIT COURT

BALDWIN COUNTY

CASE NO. 9043

Credit Union Collections
Assignee of Monsanto Employees Credit Union

Plaintiff

vs.

D.W. McDoniell & Jessie M. McDoniell

Defendant

MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendants upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendants on the 21st day of January 1970.
2. The Defendants has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.
3. More than 30 days has lapsed since said service.

COLE & WYATT, ATTORNEYS

BY: 

1801 9th Avenue South
Birmingham, Alabama 35205

AMOUNT OF JUDGMENT \$ 1211.43
ATTORNEY'S FEE.....\$ 390.66
TOTAL.....\$ 1602.11

FILED

MAY 15 1970

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA

IN THE CIRCUIT COURT

BALDWIN COUNTY

CASE NO. 9043

Credit Union Collections
Assignee of Monsanto Employees Credit Union

Plaintiff

vs.

D.W. McDoniell & Jessie M. McDoniell

Defendant

MOTION FOR JUDGMENT BY DEFAULT

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2. The Defendants has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.
3. More than 30 days has lapsed since said service.

COLE & WYATT, ATTORNEYS

BY:


1801 9th Avenue South
Birmingham, Alabama 35205

AMOUNT OF JUDGMENT \$ 121145

ATTORNEY'S FEE.....\$ 390.66

TOTAL.....\$ 160211

NOTE

\$ 1230⁰⁰

Employee's No. 9977
SEP 18 1966

Effective Date of Note.....19.....

For value received, the undersigned jointly and/or severally, promise to pay to the CHEMSTRAND EMPLOYEES' CREDIT UNION the sum of \$ 1230⁰⁰ with interest on unpaid balance at the rate of one (1) per cent per month, payable in 35 installments of \$ 35⁰⁰ each; the first payment to be made on 10-10-66 and a like amount each month thereafter until the full amount has been paid.

COLLATERAL: ☐ Signature ☐ Shares ☒ Signature and Cosigner(s) ☐ Other
☐ Automobile
make year ID No.

In case of any default in payments as herein agreed, the entire balance of this note shall become immediately due and payable, at the option of the holder.

Each party to this note, whether as maker, indorser or guarantor, severally waives presentment for payment, demand, protest and notice of protest and dishonor of the same. This note becomes due and payable upon termination from the CHEMSTRAND COMPANY.

It is further agreed by each party hereto, that in case payments shall not be made at maturity, he shall pay the costs of collection or attorney's fee, in an amount equal to twenty per cent of the principal and interest due on this note, but such charge in no event to be less than ten dollars.

I/We, the undersigned, do hereby pledge all paid shares and payments on shares which I/we have now or hereafter may have in this credit union as security for this loan and do further pledge, assign, transfer and set over any salaries and/or wages from the CHEMSTRAND COMPANY (employer) and in addition, do pledge, assign, transfer and set over any monies due me/us for Vacation Pay and/or accrued to my/our credit in the Retirement Plan; and the CHEMSTRAND EMPLOYEES CREDIT UNION is hereby authorized to give such notice to said employer as may be necessary to make this assignment operative. This pledge and assignment is given to secure the payment of this loan and interest and costs that may accrue thereon, and I/we hereby authorize the Treasurer to apply any or all such paid shares and payments on shares to the payment of said loan and interests and costs.

ALL SIGNATURES MUST BE IN INK!

Morgan
Signature of Witness

Morgan
Witness

J. M. Mc Donnell Box 88, Silverhill
Signature of Borrower Address

Danny Mc Donnell Same
Signature of Cosigner Address

.....
Witness

.....
Cosigner

.....
Address

.....
Witness

.....
Cosigner

.....
Address

11/24/69

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT
TWENTY-EIGHTH JUDICIAL CIRCUIT OF ALABAMA

To any Sheriff of the State of Alabama--Greetings:

D. W. McDoniell &
You are hereby commanded to summon Jessie M. McDoniell to appear
before the Circuit Court, to be held for said County, at the place
of holding the same, within thirty days from service of this process,
then and there to answer the complaint of Credit Union Collections,
Assignee of Monsanto Employees Credit Union, (a corp).

Witness my hand, this 15 day of Dec, 1969.

Alice J. Duck
Clerk, Circuit Court

C O M P L A I N T

Credit Union Collections
Assignee of Monsanto Emp. Cr. Un.
2821 W. Pensacola St.
Tallahassee, Fla.
PLAINTIFF

VS.

D.W. McDoniell &
Jessie M. McDoniell

DEFENDANT

9042

Plaintiff claims of the Defendant the sum of One-thousand
two-hundred eleven and 45/100--Dollars due by Contract made by defendant
on to-wit: 16th day of Sept., 1966, and payable with interest, and
Plaintiff avers that as part of said instrument defendant waived his
right to exemption as to personal property and agrees to pay a reasonable
attorney's fee which he also claims, to-wit: \$390.66. Plus interest
of 1% per month.

C. H. Wyatt Jr.

Plaintiff's Attorney

Credit Union Collections
Assignee of Monsanto Emp. Cr. Un.
2821 W. Pensacola St.
Tallahassee, Fla.

PLAINTIFF

D.W. Doniell &
Jessie M. McDoniell
Box 88
Silver Hill, Alabama
DEFENDANT

Cole & Wyatt, Attorneys
1801 9th Avenue South,
Birmingham, Alabama.

FILED

DEC 15 1969

ALICE J. DUCK CLERK
REGISTER

VOL 64 PAGE 337

24-1-21-70

9043

CREDIT UNION COLLECTIONS, Assignee of
MONSANTO EMP. CR. UN.

Plaintiff

vs;

D. W. McDONIELL & JESSIE M.
McDoniell

Defendants

and on 21 day of Jan 1970

I serve a copy of the within \$60

on D. W. McDoniell & Jessie M. McDoniell

By service on _____

TAYLOR WILKINS, Sheriff

By H. L. Brown D. S.

60 miles R. T.
Selmschell

Sheriff claims 100
Ten Cents per mile Total \$ 100
TAYLOR WILKINS, Sheriff
BY B. L. Brown DEPUTY SHERIFF

Cole & Wyatt
1801 9th Ave. S.
Birmingham, Ala.

COLE & WYATT
ATTORNEYS AT LAW
1801 NINTH AVENUE. SOUTH
BIRMINGHAM, ALABAMA 35205
Telephone 322-5509

John L. Cole
Charles H. Wyatt, Jr.

December 12, 1969

Baldwin County Circuit Court
Bay Minette, Alabama

Dear Sir:

I am enclosing the following in triplicate:

Credit Union Collections
Assignee of Monsanto Emp. Credit Un.
Vs. Jessie M. McDoniell, & D.W. McDoniell File No. 750-0005 9042

Credit Union Collections
Assignee of Monsanto Emp. Cr. Un.
Vs. Jessie M. McDoniell & D.W. McDoniell File No. 750-0004 9043

We have submitted an additional copy which we ask that you stamp
and advise us of the case number assigned.

A self-addressed envelope has been enclosed for the return of the
above.

Yours truly,

COLE & WYATT, ATTORNEYS

Charles H. Wyatt, Jr.

By: C. H. Wyatt, Jr.

CHWjr/pv

750-0004

11/24/69

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT
TWENTY-EIGHTH JUDICIAL CIRCUIT OF ALABAMA

To any Sheriff of the State of Alabama--Greetings:

D. W. McDoniell &
You are hereby commanded to summon Jessie M. McDoniell to appear
before the Circuit Court, to be held for said County, at the place
of holding the same, within thirty days from service of this process,
then and there to answer the complaint of Credit Union Collections,
Assignee of Monsanto Employees Credit Union, (a corp).

Witness my hand, this _____ day of _____, 1969.

Clerk, Circuit Court

C O M P L A I N T

Credit Union Collections
Assignee of Monsanto Emp. Cr. Un.
2821 W. Pensacola St.
Tallahassee, Fla.

VS.

D.W. McDoniell &
Jessie M. McDoniell

PLAINTIFF

DEFENDANT

Plaintiff claims of the Defendant the sum of One-thousand
two-hundred eleven and 45/100--Dollars due by Contract made by defendant
on to-wit: 16th day of Sept., 1966, and payable with interest, and
Plaintiff avers that as part of said instrument defendant waived his
right to exemption as to personal property and agrees to pay a reasonable
attorney's fee which he also claims, to-wit: \$390.66. Plus interest
of 1% per month.

C. H. Wyatt Jr.

Plaintiff's Attorney

Credit Union Collections
Assignee of Monsanto Emp. Cr. Un.
2821 W. Pensacola St.
Tallahassee, Fla.

PLAINTIFF

D.W. Doniell &
Jessie M. McDoniell
Box 88
Silver Hill, Alabama
DEFENDANT

Cole & Wyatt, Attorneys
1801 9th Avenue South,
Birmingham, Alabama.

FILED

DEC 15 1969

ALICE J. DUCK CLERK
REGISTER

STATE OF ALABAMA:
BALDWIN
COUNTY OF ~~MOBILE~~

CREDIT UNION COLLECTION ASSIGNEE
MONSANTO EMPLOYEES CREDIT UNION PLAINTIFF
TALLAHASSEE, FLA.
D. W. McDONTELL DEFENDANT
Your Number 9043

VS:

ALABAMA DRY DOCK AND SHIPBUILDING COMPANY, Garnishees:

Before the CIRCUIT
Baldwin
Court of ~~Mobile~~ in and for said County and State:

And now comes the Alabama Dry Dock and Shipbuilding Company, through and by
MABEL M. ROONEY, its agent duly authorized by it to make this answer,
and for answer to the garnishment in this cause says:

NOTE: The Above named defendant has a prior Garnishment in force at the present
time. This Garnishment will be next in line for collection.

ALABAMA DRY DOCK AND SHIPBUILDING COMPANY

By Mabel M. Rooney Agent.
MABEL M. ROONEY

Subscribed and sworn to before me this
6th day of JULY 1971

Refer to our number 5820

J. E. Davis
Notary Public, Mobile County, Alabama

FILED

JUL 7 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

750-0004

April 16 1971

STATE OF ALABAMA

Baldwin County

TOD.W. McDoniell....., Defendant.....:

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

Credit Union Collection assignee Monsanto Employees....., Plaintiff.....
Credit Union

versusD.W. McDoniell....., Defendant.....

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

.....Alabama Dry Dock & Ship Building Co. Inc.....

has been named as Garnishee.....

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

8 day of June, 1971

Ernie B. Blackburn
Clerk of the Circuit Court.

First House Back of Calabaz
Church

9043 1/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO
Credit Union Collection assigned
Monsanto Employees Credit Union
Tallahassee, Fla.

Plaintiff,....

VS.

D.W. McDoniell
Box 88
Silver Hill, Alabama

Defendant,....

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 1 PROCESSSES AND
TRAVEL EXPENSE ON EACH OF \$ 6.00
(PROCESSSES) OR A TOTAL OF \$ 7.50

Received 9 day of June 19 71
and on 16 day of June 19 71
I served a copy of the within Notice
on D.W. McDoniell
By service on _____

TAYLOR WILKINS, Sheriff

By D.W. McDoniell

6 mi to T.
to Hill

Baw,

April 16, 1971

9043 1/2

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid John L. Cole

who being duly sworn, on oath says, that a regular _____ Term
of the Circuit Court of Baldwin County, to-wit: on the 18th day of May
19 70, Credit Union Collection assignee Monsanto Employees Credit Union
recovered a judgment against D.W. McDoneill

_____ for the sum of
~~Fourteen-hundred sixteen and 43/100~~ Plus interest of \$168.08 \$1752.59
Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
Alabama DryDock & Ship Building Co Inc.

supposed to be indebted to or have effects of the said D.W. McDoniell
in its possession, or under its control, and that he believes process of
Garnishment against said D.W. McDoniell
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 4th
day of June A.D. 1971

Charles H. Wyatt
Notary Public

John L. Cole **FILED**

JUN 8 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

STATE OF ALABAMA:
COUNTY OF ~~MOBILE~~
BALDWIN

438-6041
CREDIT UNION COLLECTION assignee
MONSANTO EMPLOYEES CREDIT UNION PLAINTIFF

D.W. McDONIELL DEFENDANT

YOUR NUMBER 9043

VS:

ALABAMA DRY DOCK AND SHIPBUILDING COMPANY, Garnishees:

✓ Before the CIRCUIT
Court of ~~MOBILE~~ in and for said County and State:
BALDWIN

✓ And now comes the Alabama Dry Dock and Shipbuilding Company, through and by

J. DIXON its agent duly authorized by it to make
this answer, and for answer to the garnishment in this cause says:

✓ That at the service of this writ of garnishment and at the time of making its answer
thereto, it is indebted to said defendant in the sum of

✓ THREE HUNDRED SIXTY & 27/100 ----- Dollars, (\$ 360.27)

being wages, salary or compensation for personal service rendered by defendant, who is a
resident of the State of Alabama, and that neither at the time of the service of said writ, nor
at any time since has it been indebted to said defendant in any other and further sum; and that
it will not be indebted in the future to said defendant by a contract now or previously existing;
and that is not liable to said defendant by a contract now or previously existing 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 that it has not now in its
possession or under its control any money or effects belonging to said defendant, and that it has
not had in its possession or under its control since the service of said writ any money belonging
to said defendant; and that it does not know or believe that any other person is indebted to
said defendant; and that it does not know or believe that any other person has effects of said
defendant in his possession or under his control.

✓ NOTE: The attorney in the above named case has requested that we close out,
same for the amount collected.

✓ And having answered said Garnishment, prays to be hence dismissed with its reasonable costs in
his behalf expended.

ALABAMA DRY DOCK AND SHIPBUILDING COMPANY

Subscribed and sworn to before me, this

15th Day of Aug. 19 72

J.E. Davis
NOTARY PUBLIC, MOBILE COUNTY, ALABAMA

By J. Dixon Agent

J. DIXON
Refer to our number 5820

FILED

AUG 16 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY
April 16
TERM, 1971

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 18th day of May, 1970 being a regular day of said term, Credit Union Collection assignee of Monsanto Employees

Credit Union

recovered judgment against D.W. McDaniell

plus interest of \$168.08 Total due \$1752.59
for the sum of Fourteen-hundred sixteen & 43/100 Dollars, and cost of suit,
and affidavit having been made by John L. Cole
that process of garnishment is believed to be necessary to obtain satisfaction of such judgment, and that
the following named persons or corporations, vis:
Alabama Dry Dock & Ship Building Co Inc.

has or is believed to have in possession, or under control money
or effects belonging to said defendant D.W. McDaniell or that 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, or 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 Alabama Dry Dock & Ship
Building Co. 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 answer, or at any time intervening the time of
serving the garnishment, and making the answer was indebted to said defendant
and whether will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing is,
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 prop-
erty, and whether has not in possession or under control money or effects belonging to the defendant D.W. McDaniell

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

Witness, ALICE B. BLACKBURN, Clerk of said Court, this day of March, A. D., 1971

Issued day of March, A. D., 1971

ATTEST:

Robert W. Ramey, Clerk.

CIRCUIT COURT, BALDWIN COUNTY

No. 9043 *1/2*

Credit Union Collection assignee
Monsanto Employees Credit Union
Tallahassee, Fla.

VS. }
GARNISHMENT ON JUDGMENT

D.W. McDowell
Box 88
Silver Hill, Alabama

Ala. Building & Shipbuilding
6/14 x 9. Moore

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

Roll + Wright
Attorney

Moore Printing Company, Bay Minette, Alabama

JUN 9 1971

TAYLOR
SHERIFF

REC'D SUPPLY DEPT.
MOBILE COURT, ALA.
JUN 10 8 22 AM '71

BY _____

June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

Day of June 1971

STATE OF ALABAMA:

COUNTY OF ~~MOBILE~~:
BALDWIN

CREDIT UNION, COLLECTION, assignee
MONSANTO EMPLOYEES CREDIT UNION PLAINTIFF

D.W. McDONIELL DEFENDANT

Your Number 9043 $\frac{1}{2}$ A

VS:

ALABAMA DRY DOCK AND SHIPBUILDING COMPANY, Garnishees:

Before the CIRCUIT

court of ~~MOBILE~~ in and for said County and State:
BALDWIN

✓ And now comes the Alabama Dry Dock and Shipbuilding Company, through and by
J. DIXON, its agent duly authorized by it to make this

answer and for answer to the garnishment in this cause says:

✓ That at the time of making its answer, thereto, it is indebted to the said defendant. We are in the process of collecting and have not had the necessary time to accumulate a sum equal the amount shown as due by the Court.

ALABAMA DRY DOCK AND SHIPBUILDING COMPANY

By J. Dixon Agent.

J. DIXON
Refer to our number 6763

Subscribed and sworn to before me this

4th day of Feb. 19 74

J. E. Davis
Notary Public, Mobile County, Alabama

FILED

FEB 6 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

THE STATE OF ALABAMA

COUNTY

COURT AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

Whereas, at the _____ Term, 19____, of the _____
Court of _____ County _____

Plaintiff _____

recovering a judgment against _____

Defendant _____ for the sum of _____

Dollars and cost of suit; and whereas, _____

_____ ha _____ made

affidavit as required by law, that _____

_____ supposed to be indebted

to said Defendant _____ or ha _____ effects of said Defendant _____ in _____ possession or under _____

control, and that _____ he _____ believe _____ that process of Garnishment against the said _____

is necessary to obtain satisfaction of said judgment.

THESE ARE THEREFORE TO COMMAND YOU, That you summon the said _____

to be and appear in the _____ Court of _____ County within thirty
days from the service of this writ, then and there to answer, on oath, whether, at the time of this service
of the Garnishment or the time of making _____ answer at any time

intervening between the time of serving the Garnishment and making the answer, _____ w _____

indebted to the Defendant _____, and whether _____ he _____ will not be indebted in future to _____

by a contract then existing, and whether by a contract then existing _____ liable to _____

_____ 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

_____ ha _____ not in _____ possession or under _____

control money or effects belonging to the Defendant _____.

The Cost of Court in the original suit is \$ _____, the Court Cost of this Garnishment proceed-
ing to date is \$ _____.

If said answer shows an indebtedness due or to become due by the Garnishee to the Defendant by contract then existing, you are commanded to answer further whether or not such indebtedness is for wages, salaries, or other compensation of laborers or employees residents of this state for personal services, and if so, you are commanded (a) to retain 25% thereof during such period of time as is necessary to accumulate a sum equal to the amount shown on this writ as due (b) at which time you will pay the same to the clerk of this Court; and (c) should the employment of the said Defendant be terminated, you will report such termination to the clerk of this Court within 15 days after the termination and pay into court all sums as have been withheld from the Defendant's wages, salaries or other compensation.

Witness, this _____ day of _____, 19_____.

Clerk.

January 4, 1974

THE STATE OF ALABAMA

Before me the undersigned

Baldwin COUNTY

Notary Public at Large, Alabama State

the Clerk of the ----- Court of said County, personally appeared.

John L. Cole

who, being duly sworn, depose_____and say_____that

~~Credit Union, Collection, assignee Monsanto Employees Credit Union, a corp.~~

Plaintiff recovered a judgment at the May 18 Term, A. D., 1970 of said

Circuit Court of said County, against D.W. McDoniell Badge #1897

Defendant.

for the sum of One-thousand four-hundred sixteen & 43/100 (\$1416.43) plus Dollars
interest of \$311.22 and less remittance of \$408.95
and the further sum of _____ Dollars, cost of suit;

and that Alabama Dry Dock & Ship Building Company, Inc.

supposed to be indebted to the said Defendant____, or to have effects of the said Defendant____ in its_____

possession or under its control, and that he believe that process of Garnishment against

the said D.W. McDoniell Badge #1897

is necessary to obtain satisfaction of said judgment.

Subscribed and sworn to before me, this

day of January, A. D., 1974

Clerk

No-

THE STATE OF ALABAMA

COUNTY

COURT

vs.

WRIT OF GARNISHMENT
ON JUDGMENT

JAN 6 1974

Issued

19

EUNICE B. BLACKMON **CIRCUIT**
CITY

Clerk

JOHN L. COLE

ATTORNEY-AT-LAW

1117 SOUTH 14TH STREET

BIRMINGHAM, ALA 35203

TEL. NO. 933-2100
Attorney

Received in office

19

Sheriff

Executed by serving—

cop_____of the within Writ of Garnish-
ment on the within named:

on this _____ day of _____

92

Sheriff

Garnishment on Judgment

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greetings:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 18th day of May, 1970, being a regular day of said term, Credit Union Collection, assignee of Monsanto Employees Credit Union, a corp.,

recovered judgment against D. W. McDoniell

for the sum of \$1,416.43 plus interest of \$311.22 and less Dollars, and cost of suit, remittance of \$408.95 and affidavit having been made by John L. Cole

that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, viz:

Alabama Dry Dock & Ship Building Company, Inc.
Pinto Island, Mobile, Alabama

has or believed to have in its possession, or under its control money or effects belonging to said defendant D. W. McDoniell 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 Alabama Dry Dock & Ship Building Co., Inc.

Pinto Island

Mobile, Alabama

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 it was indebted to said defendant

D. W. McDoniell and whether it will not be indebted in future to said defendant

D. W. McDoniell 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 D. W. McDoniell

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

Eunice B. Blackmon
Witness, Clerk of said Court, this 9th day of January, A. D., 1974

Issued 9th day of January, A. D., 1974

ATTEST:

Eunice B. Blackmon Clerk

Received 11 Day of Jan. 1974
and on 14 Day of Jan. 1974

I served a Copy of the within Garnishment
on Ala. Dry Dock & Shipg.

building
by service on Mr. Dixon, Senior
Clark

RAY D. BRIDGES, JR. to complete, collected about a half
By B. Schuly D. S.

Received in this
Office - 1-9-74
Taylor Williams

RECEIVED BY MAIL
MOBILE COUNTY, ALA.

JAN 11 10 45 AM '74

BY MAIL

BY MAIL

BY MAIL

BY MAIL

BY MAIL

Schuly 10399

CIRCUIT COURT, BALDWIN COUNTY

No. 9043 1/2 A

CREDIT UNION, Collection, assignee
MONSANTO EMPLOYEES CREDIT UNION, a
corp. Tallahassee, Florida

VS. } GARNISHMENT ON JUDGMENT

D. W. McDONIELL

Garnishee: Alabama Dry Dock & Shipbldg.
Pinto Island
Mr. Dixon **FILED** S. CLK.

Issued _____ day of _____ 19____

JAN 9 1974

Returnable _____ day of _____ 19____

EUNICE B. BLACKMON **CIRCUIT**
CLERK

JOHN L. COLE
Attorney

Moore Printing Co. — Bay Minette, Ala

January 4, 1974

NOTICE TO DEFENDANT OF ISSUING GARNISHMENT.

Form 2135-2

Printed and for Sale by Roberts & Son, Birmingham

THE STATE OF ALABAMA, BALDWIN COUNTY

IN THE CIRCUIT COURT

January 4, Term, 19 74Credit Union Collection assignee Monsanto Employees Credit Union, a corp.
Plaintiff

Versus

D.W. McDoniell Badge #1897

Defendant

Alabama Dry Dock & Ship Building Company, Inc.

Garnishee

To D.W. McDoniell

You will take notice that affidavit having been made in the above stated cause, that

Alabama Dry Dock & Ship Building Company, Inc.is supposed to be indebted to the said defendant D.W. McDoniellor have effects of the said D.W. McDoniell in itspossession or under its control and that it is believe d that process of garnish-ment is necessary against said D.W. McDoniell to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said Alabama Dry Dock &Ship Building Company, Inc.commanding it to be and appear beforethe Circuit Court to be holden for BALDWIN County, Alabama, and within thirty daysafter service thereof, then and there to answer on oath what its indebtedness to saidD.W. McDoniell at the time of service of this Writ of Garnishment, or at thetime of making its answer, and whether it will not be indebted in future to himby contract then existing, and whether it have not in its possession or under its

control personal or real property or things in action belonging to defendant

D.W. McDoniellWitness my hand this the 9 day of Janu, 19 74Ernie B. Blackburn, Clerk

Received in office **RECEIVED**

JAN 10 1974

Sheriff

Sheriff

Executed by serving ONE
copy of the within Notice of Garnish-
ment on the within named.

D. W. McDoniell

on the 23 day of JAN, 1974

John D. Williams
Sheriff

John D. Williams D.S.

Review

No. 9043 1/2 A

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Credit Union Collection,
assignee Monsanto Employees
Credit Union, a corporation
Tallahassee, Florida
Plaintiff

vs.

D. W. McDoniell
Box 88
Silver Hill, Alabama
Defendant

Alabama Dry Dock & Ship
Building Company, Inc.
Garnishee

Notice to Defendant of Issuance
Garnishment

FILED

JAN 9 1974

JOHN L. COLEMAN
ATTORNEY AT LAW
1117 SOUTH 4TH STREET
BIRMINGHAM, ALA. 35205
TEL. NO. 933-2100
Attorney

UNICE B. BLACKMON
CIRCUIT CLERK

1,416.00 <
168.08

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