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AFFIDAVIT IN GARNISHMENT ON JUDGMENT

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Clerk	Subscribed and sworn to before me, this day of July A L., 19 70	kens tion of said judgment	6 3° 3	and the further sum of Parmers and Merchants Bank is	for the sum of Nine thousand, Nine Hundred, Twenty Seven & Ne/100 Dollars	j	Plaintiffrecovered a judgment at theLastTerm, A. D., 19_70 of said	Kerr McGee Chemical Corporation, A Corporation	the Clerk of the Circuit Court of said County, personally appeared Isckson W. Stokes that	BEIN	t
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THE STATE OF ALABAMA, BALDWIN COUNTY

CIRCUIT COURT

Y)		E	
	Gladys	Clark			

Personally appeared	before me, ANNE AND MEN,	Clerk of the Circuit	Court in and for Survey	oses County and
State aforesaid	Jackson W. Ste	kes 'as attori Chemical (ley for Kerr-M	
				
who being duly sworn, on o	ath says, that a regular			Term
	win County, to-wit: on the			
70 Kerr	-Mcgee Chemical Cor	noration		
19	W.	E. Brackens		
recovered a judgment agains)	~ 		
				for the sum of
Nine thou	sabd Nine hundred a	nd twenty-seve	n and Ne/100	Dollars
besides costs of suit; t South Baldw	hat said judgment remain in Bank and Farmers	s wholly unsatisfied and Merchants	and in full force Bank are	and effect: that
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	or have effects of the said	W.E. Bracken	,3 	
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Tr.2	possession, or under		.control, and that he l	believes process of
	U.R .	. Brackens		,
Garnishment against said				
is necessary to obtain satisfa	action of said judgment.	\circ		
Sworn to and subscribed	3lst			,
	A. D. 19	70 As Att	corney for Ke	rr-McGee
Gladen Clar	k_		Led 8-3-	-70 n=
	Week vol	65 PAGE 52 5	Plies D.	. Duck

TELEPHONE AREA CODE 205 897-2894

ATTORNEY.AT-LAW

Elba, Alabama 36323

March 1, 1971

Mrs. Alice Duck, Clerk Circuit Court County Courthouse Bay Minette, Alabama

Re: Kerr-McGee vs W. E. Brackins

Case No. 9177½

Dear Mrs. Duck:

I would appreciate your asking the court to dismiss the garnishment heretofore filed against the Farmers and Merchants Bank of Foley as a garnishee in the above matter. It appears from my file that the bank has made a reasonable and fair answer to the garnishment in this cause.

Thanking you and with my personal regards, I am,

Sincerely,

Jackson W. Stokes

JWS/jf

DALEVILLE OFFICE: STOKES & NOMBERG P. O. BOX 652 DALEVILLE, ALABAMA 36322

> TELEPHONE { 598-6261 598-6262 JACKSON W. STOKES JOEL M. NOMBERG

ANSWER OF GARNISHEE 9177岁 CASE NUMBER DEFENDANT EMPLOYED BY GARNISHEE when Writ received. ▲• or when making this answer, or during intervening time, and WILL WITHHOLD from salary, wages, or compensation, according to requirements of law stated in writ received, and will then pay total into said Court. Kerr McGee Chemical Corp. Defendant NOT EMPLOYED - Garnishee NOT INDEBTED when writ ~ received, or when making this answer, or during intervening time, and have not in possession money or belongings of defendant. Plaintiff VS. W. E. Brackens $oldsymbol{3}$ In response to the garnisheement on judgment in this case the said Farmers & Merchants Bank reports that W. E. Brackens that they owed \$135.86, Defendant AUG 1 8 1970 Cashier's check #69853 enclosed. STATE OF ALABAMA Rice. Baldwin County Sworn to and subscribed before me. the..... Raidwill Uo My Commission Expires Dec. Circuit Court

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THE STAT	E OF AI	ABAMA
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1	vs.	Plaintiff
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Notice to D	efendant o arnishment	f Issuing
		Attorney

STATE OF ALABAMA

COUNTY OF COFFEE

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons W. E. Brackens, to be and appear within thirty days from the date of service hereof in the Circuit Court of Baldwin County, Alabama, and plead, answer or demur to the complaint of Kerr McGee Chemical Corporation, a Corporation.

Witness my hand this 14 day of March, 1970.

Circuit Clerk Wuch

KERR McGEE CHEMICAL CORPORATION, A Corporation,

Plaintiff

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

VS

*

W. E. BRACKENS,

Defendant

Plaintiff claims of the Defendant the sum of Nine Thousand, Nine Hundred, twenty seven Dollars and six cents (\$9,927.06), for goods, merchandise and chattels sold by the Plaintiff to the Defendant during the years of 1968 and 1969, which sum of money, with interest thereon is due and unpaid.

Attorney for Plaintiff

I, Jackson W. Stokes, Attorney for Plaintiff, do hereby acknowledge myself as security for cost in this cause.

Attorney for Plaint MI

Plaintiff's Attorney: Jackson W. Stokes Attorney at Law P. O. Box 356 Elba, Alabama 36323

Defendant's Address: Foley, Alabama

MAR 2 4 1970

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9/17 March

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	고 실
No. 9/22/2	
THE STATE OF ALABAMA	
Baldwin county	
CIRCUIT COURT	
Kerr Mi Lee Chemic	
Corp.	
vs. Plaintiff	
W. E Brackens	
Defendant	
Garnishee	
Notice to Defendant of Issuing Garnishment	
Sackson 10 Mak	
Attorney	
and the same of th	

THE STATE OF ALABAMA, BALDWIN COUNTY

IN THE CIRCUIT COURT

	PRESENT Term, 1970
KERR McGEE CHEMICAL	CORPORATION, A CORPORATION Plaintiff
	Versus
W.E. BRACKENS	Defendant
COTTON DATIVITAL DANIV	
SOUTH BALDWIN BANK	Garnishee
W.E. BRACKENS	
You will take notice that affidavit h	naving been made in the above stated cause, that
South Baldwin Bank	
is supposed to be indebted to the said de	fendant W.E. Brackens
or have effects of the said W.E.	. Brackens in it's
possession or under it s control a	and that it believe s that process of garnish-
ment isnecessary against	said W.E. Brackens to obtain
satisfaction of said judgment.	
That Writ of Garnishment has this	day been issued to the said South Baldwin Bank
	commanding itto be and appear before
the Circuit Court to be holden for	Baldwin County, Alabama, and within thirty days
after service thereof, then and there to	answer on oath what it s indebtedness to said
W.E. Brackens	at the time of service of this Writ of Garnishment, or at the
time of making it * s answer,	and whether it will not be indebted in future to him
by contract then existing, and whether	r they have not in their possession or under their
control personal or real property or th	nings in action belonging to defendant W.E. Brackens
3	gay of 19.70
Witness my hand this the 30d	day of

VOL 65 PARE 529

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	*	Kerr McGee Che	nical Corporation, A	
Со	rperation			· · · · · ·
		<u></u>	Plaintiff	· · · ·
recovering a ju	ıdgment against	W.E. Bracke	n s	
· ·		Defendant for the	sum of Nine Thousand, Nine	
Hundred	e		·	
			t of suit; and whereas,	·····
	Jackson W	. Stokes		·
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affidavit as req	uired by law, that_	South Baldw	in Bank	
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to said Defenda	nt or ha ∀e _ effe	ects of said Defendant	in it's possession or under it'	° \$_
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is necessary to	obtain satisfaction of	said judgment.		
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days from the s	in the Circuit ervice of this writ, the	Court hen and there to answer	of Baldwin County within this, on oath, whether, at the time of this serv	rty
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	SHMENT ON JUDGMENT
THE STATE OF ALABAMA BALDWIN COUNTY Before n	ne Alice J. Duck
the Clerk of the Circuit Court of said Co	ounty, personally appeared Jackson W. Stokes
Kerr McGee Chemical Corporation	who, being duly sworn, depose s and say that
	LastTerm, A. D., 19_70 of said
Circuit Court of said County, again	
for the sum of Wine Thousand Nine Ham	Defendant
for the sum of Africe Indusation, Nine Aug.	dred, Twenty Seven & No/100 Dollars
and that South Baldwin Bank	Dollars, cost of suit;
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supposed to be indepted to the said Defendant, or	to have effects of the said Defendant in it's
the said W.E. Brackens	the Y believe that process of Garnishment against
is necessary to obtain satisfaction of said judgment.	1 Marino
	01011
Subscribed and sworn to before me, this	day of, A. D., 19_70
	Clerk
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ALABAMA COUNTY COURT	ENT 192 Zlerk They
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