

TRANSFER

NOTICE of ~~TRANSFER~~

STATE OF ALABAMA, }
MOBILE COUNTY }

Mobile Security Federal Credit Union

Plaintiff

VS.

Andrew Brazelton

Defendant

To Andrew Brazelton

in said Cause: Mobile Security Federal Credit Union VS Andrew Brazelton

You are hereby notified that.....

Mobile Security Federal Credit Union

the Plaintiff.....in the above entitled cause has prayed and ~~has~~
obtained a transfer to the Circuit Court of Baldwin County, Alabama
~~to be heard on the judgment of the Circuit Court of Baldwin County~~
~~from~~ the COURT OF GENERAL SESSIONS OF MOBILE COUNTY, and having
complied with the requirements of the law in such cases made and provided, the same has
been granted to the next term of the CIRCUIT COURT of Mobile County, to be held for
said County, you are hereby notified accordingly.

Given under my hand this the 31 day of July 1970

J. D. Richardson
Clerk, Court of General Sessions of Mobile County, Civil Division

Case No. 87340

Mobile Security Federal Credit Union

Plaintiff,

VS

Andrew Brazelton
General Delivery
Daphne, Alabama

Defendant.

TRANSFER
NOTICE OF APPEAL
XXXXXX

Returnable To The Circuit Court
OF BALDWIN COUNTY

Issued: July 31, 1970

Serve On: Andrew Brazelton

over

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.

AUG 26 9 00 AM '70

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.
AUG 26 9 11 AM '70

Received 13 day of Aug 1976
and on 20 day of Aug 1976

I served a copy of the within Notice of Mandamus on
Andrew Brazelton

My service on Andrew Brazelton

TAYLOR WILKINS, SHERIFF
BY *[Signature]*

D. Sheriff's claims 54

Ten Cents per mile Total \$ 5.46
TAYLOR WILKINS, Sheriff

BY *W. C. Clark*
Deputy Sheriff

34 miles
\$5.40

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.
AUG 6 11 42 AM '70

BY _____

\$ 589.81

650 0155

NOTE

27 April 19 65

BOOK NO. 6853CM #2

NOTE NO. 65-1800

For value received, I/We, jointly and severally, promise to pay to the BROOKLEY FEDERAL CREDIT UNION or order, the sum of Five hundred eighty nine & 81/100 Dollars with interest on the unpaid balance at the rate of one percent per month, payable in 48 installments of Fifteen and no /100 Dollars each; the first payment to be made on July 1 1967, and the same amount every Month thereafter until the full amount has been paid.

To secure the payment of this debt and any other indebtedness of the undersigned to the payee, I/We, do grant, bargain, sell and convey unto the payee the following property, to wit: Shares 500

As further security for the payment of this debt and any other indebtedness of the undersigned to the payee, I/We hereby pledge, assign, bargain, sell and convey unto the payee all paid shares and payments on shares which I/We now have or hereafter may have in this Credit Union, and I/We do hereby authorize this Credit Union to apply any or all such paid shares to the payment of said indebtedness now owing or which may hereafter accrue.

It is further agreed that if I/We shall fail to pay any installments on the loan when due, unless excused therefrom for cause by the Board of Directors of this Credit Union, I/We promise to pay a fine in accordance with the terms of the Bylaws of this Credit Union.

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, endorser or guarantor, severally waives presentment for payment, demand, protests and notice of protests and dishonor of the same. The makers, endorsers and guarantors of this note agree to pay all costs of collections, whether incurred by suit or otherwise, including an attorney's fee equal to thirty percent of the principal and interest due on this note, but such charge in no event to be less than ten dollars.

Each of us, whether principal, surety, guarantor, endorser or other party hereto, hereby severally waives and renounces, each for himself, any and all homestead or exemption rights either of us now or by virtue of the constitution or laws of Alabama, any other state, or the United States, as against this debt or any renewal thereof; and the undersigned hereby agree that time of payment may be extended without notice to them of such extension.

It is understood and agreed by each person whose name is signed hereunder that we signed this note without condition, reservation or representation as to any other person having signed the same, any other person or persons shall sign the same, as maker, or endorser, and without any reservation or condition as to delivery, execution or otherwise.

Witness my/our hand and seal the day and year first above written.

SIGNATURE OF WITNESSES

SIGNATURE OF MAKER AND CO-MAKER

ACCT NO.

ADDRESS

Maker Paula L. ...
Co-maker Andrew Bragerton

6853CM #2
Box 384 Daphne

Co-maker _____
Co-maker _____
Co-maker _____
Co-maker _____
Co-maker _____

vol 67 - Pg 522

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama,
MOBILE COUNTY }

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon.....

Andrew Brazelton

to be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile County, on the 31 day of July, 1970 at the hour of 9:00 A.M., then and there to answer a complaint of Mobile Security Federal Credit Union

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

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

JUN 8 1970

J. D. Richardson

Clerk of the Court of General Sessions of Mobile County.

Cause of Action

COMPLAINT AND SUMMONS

Atty. for Plaintiff: Cole & Wyatt

Atty. for Defendant:

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

No. 87340

Ret. July 31, 1970

Mobile Security Federal Credit
Union

VS.

Andrew Brazelton
General Delivery
Daohne, Ala.

Continued To

626-9344
Beyfort Rd.

JUN 12 1970

J.A. WILKINS
SHERIFF

Executed by Service on

Andrew Brazelton
Defendant

This 22 day June, 1970

Sheriff of Mobile County

By Deputy Sheriff

54 MILES

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.

JUN 9 9 03 AM '70

BY

BY
Jen Taylor Wilkins, Sheriff
Ten Cents per mile Total \$
54 Miles
54

BY
JUL 1 9 10 AM '70
REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.

BAILEY & TAYLOR
ATTORNEYS AT LAW
61 NORTH SECTION STREET
P. O. BOX 361
FAIRHOPE, ALABAMA 36532

ERNEST M. BAILEY
LLOYD E. TAYLOR

PHONE
FAIRHOPE 928-2393

JULY
29TH
1970

CLERK OF THE COURT
OF GENERAL SESSIONS
MOBILE COUNTY,
MOBILE, ALABAMA

RE: MOBILE SECURITY FEDERAL
CREDIT UNION,
VS. ANDREW BRAZELTON
CASE # 87340

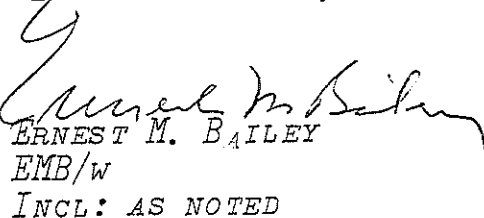
DEAR SIR:

I WOULD APPRECIATE YOU FILING THE ENCLOSED PLEA IN ABATE-
MENT IN THE ABOVE CAUSE.

THE LAW FIRM OF COLE & WYATT OF BIRMINGHAM, ALABAMA, ARE THE
ATTORNEYS FOR THE PLAINTIFF.

THANKING YOU FOR YOUR ASSISTANCE IN THIS MATTER, I AM

VERY TRULY YOURS,


ERNEST M. BAILEY
EMB/w
INCL: AS NOTED

COURT OF GENERAL
SESSIONS
JUL 30 11 46 AM '70

MOBILE SECURITY FEDERAL
CREDIT UNION,

PLAINTIFF

VS

ANDREW BRAZELTON,

DEFENDANT

)

)

)

)

)

IN THE COURT OF GENERAL SESSIONS

OF MOBILE COUNTY, ALABAMA

CASE NO: 87340

COMES NOW THE DEFENDANT IN THE ABOVE STYLED CAUSE AND
APPEARS SPECIALLY FOR FILING THIS PLEA IN ABATEMENT AND FOR REASON
THEREFOR SAYS: THAT HE IS A RESIDENT OF DAPHNE, BALDWIN COUNTY,
ALABAMA, AND WAS A RESIDENT AT THE TIME OF FILING THE SUIT IN THE
COURT OF GENERAL SESSIONS OF MOBILE COUNTY, ALABAMA;

FOR THE REASON HEREIN, SAID SUIT SHOULD BE ABATED IN THE
GENERAL SESSIONS COURT OF MOBILE COUNTY, ALABAMA.

BAILEY & TAYLOR

By: Ernest M. Bailey
ERNEST M. BAILEY
ATTORNEY FOR THE DEFENDANT
FAIRHOPE, ALABAMA

STATE OF ALABAMA)

COUNTY OF BALDWIN)

BEFORE ME, PERSONALLY APPEARED ANDREW BRAZELTON, WHO
HAVING FIRST BEEN DULY SWORN, DEPOSES AND SAYS THAT THE FACTS IN
THE FOREGOING ARE TRUE.

Andrew Brazelton
ANDREW BRAZELTON

SWORN AND SUBSCRIBED TO BEFORE ME ON
THIS THE 29th DAY OF JULY, 1970.

Butt J. W. Welf
NOTARY PUBLIC

STATE OF ALABAMA AT LARGE

COURT OF GENERAL
SESSION

JUL 30 11 16 AM '70

87340

MOBILE SECURITY FEDERAL CREDIT
UNION,

PLAINTIFF

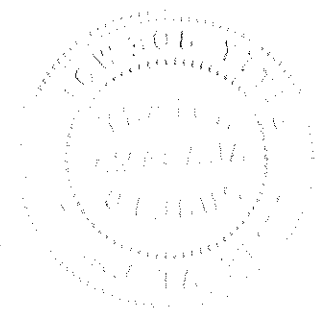
VS

ANDREW BRAZELTON,

DEFENDANT

IN THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY, ALABAMA

CASE NO: 87340



THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY, ALABAMA

Mobile Security Federal Credit Union
Plaintiff

VS

Andrew Brazelton
Defendant

Amount of Claim: \$629.60

Case No. 87340

Filed: June 5, 1970

Issued: June 8, 1970

Returnable: July 31, 1970

Service Had: 6-27-70

Cause of Action: P.N

Attorney for Plaintiff: Cole & Wyatt

Attorney for Defendant: Bailey & Taylor

7-30-70 Deft's Plea in Abatement filed

7-30-70 Plea Confessed Proceedings Transferred to Circuit Court of Baldwin County, Alabama.

Paul W. Ramsey

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE
ABOVE STYLED CAUSE AS IT APPEARS ON RECORD AND IN THE FILES OF THE COURT OF GENERAL
SESSIONS OF MOBILE COUNTY, ALABAMA.

WITNESS MY HAND THIS THE 31ST DAY OF JULY, 1970.

J. D. Richardson

CLERK OF THE COURT OF GENERAL SESSIONS OF MOBILE COUNTY, ALABAMA

COST BILL

Carl & Wyatt
ATTORNEYS FOR PLTF:—

General Sessions (Civil Div.) Court of Mobile, Mobile County Court House, Mobile, Ala.

Mobile Security Federal Credit Union

Andrew Braggs Plaintiff

Defendant

CASE NO. *87340*

Garnishee

COURT FEES

Summons and proceedings thereon to judgment

\$1.00

Docketing each cause

.10

Law Library Fee

1.00

Garnishment

TOTAL \$

SHERIFF'S FEES

Levying Attachment

6.00

Entering and returning same

.25

Summoning Garnishee and making return

1.50

Serving Summons and other mesne process, and returning the same

1.50

Collecting execution for costs only

1.50

Serving any summons not herein provided for, and making return

1.50

TOTAL \$

GRAND TOTAL \$ *11.75*

I respectfully call your attention to the above Court Cost Bill which if not paid by 19____, it will be my unpleasant duty to issue execution on your property for the recovery of the same.

J. D. Richardson, Clerk

TRANSFER

NOTICE of ~~XXXXXX~~

STATE OF ALABAMA, }
MOBILE COUNTY }

Mobile Security Federal Credit Union

Plaintiff

VS.

Andrew Brazelton

Defendant

To Andrew Brazelton

in said Cause: Mobile Security Federal Credit Union VS Andrew Brazelton

You are hereby notified that.

Mobile Security Federal Credit Union

the Plaintiff in the above entitled cause has prayed and obtained a transfer to the Circuit Court of Baldwin County, Alabama from the COURT OF GENERAL SESSIONS OF MOBILE COUNTY, and having complied with the requirements of the law in such cases made and provided, the same has been granted to the next term of the CIRCUIT COURT of Mobile County, to be held for said County, you are hereby notified accordingly.

Given under my hand this the 31 day of July 1970

Jos. P. Baker
Clerk, Court of General Sessions of Mobile County, Civil Division

Case No. 87340

Mobile Security Federal Credit Union

Plaintiff,

VS

Andrew Brazelton

General Delivery

Daphne, Alabama

Defendant.

TRANSFER

NOTICE OF ~~ARREST~~

Returnable To The Circuit Court

OF BALDWIN COUNTY

Issued: July 31, 1970

Serve On: Andrew Brazelton

FILED
JUN 3 1970
CLERK REGISTER
PAID STATE --
ALL

TO ANY LAWFUL OFFICER OF SAID STATE--


GREETINGS:

87340

1970.

MOBILE SECURITY FEDERAL CREDIT UNION,
VS.
Plaintiff
ANDREW BRAZELTON,
Defendant

Plaintiff claims of the Defendant the sum of FIVE HUNDRED THREE and 68/100 DOLLARS, with interest thereon, due by promissory note, made by the Defendant on to-wit: the 27th day of April, 1965, which said sum with interest thereon is past due and unpaid, and Plaintiff avers that as a part of consideration of said instrument, Defendant waived his right to exemptions as to personal property, and agreed to pay a reasonable attorney fee for which the Plaintiff claims the additional sum of ONE HUNDRED TWENTY FIVE and 92/100 DOLLARS.

BY: 
1801 9th Avenue South
Birmingham, Alabama 35205
322-5509

Defendant's Address:
Andrew Brazelton
General Delivery
Daphne, Alabama

JUN 3 12 35 PM '70

COMPLAINT AND SUMMONS

REPORT TO GENERAL SESSIONS
COURTROOM "B" FIRST FLOORThe State of Alabama,
MOBILE COUNTY

TO THE SHERIFF OF MOBILE COUNTY—GREETINGS:

You are hereby commanded to summon.....

Andrew Brazeltonto be and appear before the Court of General Sessions of Mobile County at the Courthouse of Mobile
County, on the 31 day of July, 1970 at the hour of 9:00 A.M.,
then and there to answer a complaint of Mobile Security Federal Credit Union

of a debt or other demand not exceeding Seven Hundred Fifty Dollars.

Herein fail not and have you then and there this precept with your doings.

Witness my hand, this.....day of JUN 8 1970, 19.....J. D. Richardson
Clerk of the Court of General Sessions of Mobile County.

Cause of Action

COMPLAINT AND SUMMONS

Atty. for Plaintiff: Cole & Wyatt

Atty. for Defendant:

THE COURT OF GENERAL SESSIONS
OF MOBILE COUNTY

No. 87340

Ret. July 31, 1970

Mobile Security Federal Credit
Union

VS.

Andrew Brazelton
General Delivery
Daphne, Ala.

Continued To

Executed by Service on

Defendant

This day, 19.....

Sheriff of Mobile County

By
Deputy Sheriff