

MOBILE SECURITY FEDERAL CREDIT UNION, a corporation,	)	CIRCUIT COURT
	)	BALDWIN COUNTY, ALABAMA
Plaintiff,	)	AT LAW
vs.	)	
	)	
ANDREW BRAZELTON,	)	
	)	
Defendant	)	
FIRST NATIONAL BANK OF FAIRHOPE, a banking corporation	)	
	)	
Garnishee	)	CASE NO. 9422

MOTION TO CONDEMN

Comes now the plaintiff in the above styled cause and shows to the Court that the garnishee in the above styled matter, First National Bank of Fairhope, Alabama, has filed with this Court on to-with, October 18, 1971, an Answer wherein it says that it is indebted to the defendant, Andrew Brazelton, in the sum of Two Hundred Ninety-Nine and Two Cents (\$299.02).

WHEREFORE, plaintiff moves that this Honorable Court condemn the funds wherein the First National Bank of Fairhope is indebted unto Andrew Brazelton, defendant in the above styled matter and order said funds paid to the Clerk of the Court in this cause being Case No. 9422. Plaintiff further moves that this Honorable Court order the Clerk of the said Court to pay over to the Plaintiff the sum of money paid into the Court after first having deducted the costs of these proceedings from the said funds paid into Court by the garnishee and upon the garnishee's payment of said funds to the Clerk of the Court let the garnishee be discharged from further obligation in this cause.

Respectfully submitted this the 21 day of Oct, 1971.

CERTIFICATE OF SERVICE

I hereby certify that I have on this 21 day of Oct, 1971 mailed a copy of the foregoing to: First Nat. Bank of Fairhope Fairhope, Ala.  
by United States mail postage prepaid.

Charles H. Wyatt  
Of Counsel

COLE & WYATT, Attorneys for Plaintiff

BY Charles H. Wyatt

**FILED**

OCT 26 1971

EUNICE B. BLACKMON CIRCUIT CLERK

E. G. RICKARBY  
DANIEL A. BENTON  
TELEPHONE  
(205) 928-2308

LAW OFFICES  
**RICKARBY & BENTON**  
ATTORNEYS AT LAW  
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DAPHNE BRANCH  
EARLE REALTY BUILDING  
HIGHWAY 98  
TELEPHONE  
(205) 626-2608

October 15, 1971

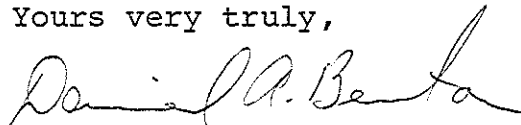
Mrs. Eunice Blackmon  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Re: Mobile Security Federal Credit Union  
v. Andrew Brazelton, Case No. 9422

Dear Mrs. Blackmon:

Enclosed is Answer of Garnishee, First National Bank of Fairhope,  
in subject matter.

Yours very truly,

  
Daniel A. Benton

*W*

DAB:w  
Enc.

*copy to:  
Cole & Wyatt*

MOBILE SECURITY FEDERAL CREDIT UNION, a corporation,	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
Plaintiff	)	AT LAW
vs.	)	
ANDREW BRAZELTON,	)	
	)	CASE NO. 9422
Defendant	)	
FIRST NATIONAL BANK OF FAIRHOPE, a banking corporation	)	
Garnishee	)	

ANSWER OF GARNISHEE

Personally appeared before me, the undersigned Notary Public, in and for said County in said State, GEORGE C. DYSON, JR., who is personally known to me, and who being by me duly sworn, on oath says that he is the agent of the FIRST NATIONAL BANK OF FAIRHOPE for making answers in garnishment cases, and as such agent has authority to make answer for the garnishee in the above stated case, and answering the garnishment therein he says that it is now and at the time the garnishment was served on him indebted to the defendant in the sum of TWO HUNDRED NINETY-NINE AND 02/100 DOLLARS (\$299.02) by virtue of the defendant having deposited said amount in his account with the FIRST NATIONAL BANK OF FAIRHOPE, the garnishee herein. The said GEORGE C. DYSON, JR., further states that a hold has been placed on said account, freezing said funds. He further states that the said bank is not now indebted to the defendant in any other regard, was not indebted to him at the time of service of this garnishment, nor at any intervening time between the time of service and the making of the answer, and that it will not be indebted in the future to said defendant by any contract now existing; that it will not be liable to the defendant for the delivery of personal property by any contract then or now existing for the delivery of personal property nor 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 in its possession or under its control any other money or effects belonging to the defendant.

FIRST NATIONAL BANK OF FAIRHOPE,  
a banking corporation

BY

*W. H. Henson, Jr.*  
AFFIANT

Sworn and subscribed before me on this 15th day of October,  
1971.

*James J. Sawyer*  
NOTARY PUBLIC

**FILED**

OCT 18 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

September 21, 1971

9422 1/2

**THE STATE OF ALABAMA,**  
BALDWIN COUNTY

**CIRCUIT COURT**

Personally appeared before me, ~~XXXXXXX~~, 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 17th day of June 1971, Mobile Security Federal Credit Union, (a corp)

recovered a judgment against Andrew Brazelton

\_\_\_\_\_ for the sum of plus interest of \$9.63  
Sixhundred forty-two & 26/100 \_\_\_\_\_ Dollars  
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that Daphne First National Bank

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

Sworn to and subscribed this 27th  
day of September A. D. 1971

Gwendolyn R. Burgess  
Notary Public

John L. Cole

SEP 21 1971  
WILLIAM B. BLACKMON  
CIRCUIT CLERK

NO. 9422

## CIRCUIT COURT

Mobile Security Federal  
Credit Union, (a corp)  
Mobile, Alabama

vs.

Andrew Brazelton  
General Delivery  
Daphne, Alabama

## AFFIDAVIT Garnishment on Judgment

Filed this \_\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_

Clerk.

MOORE PRINTING CO., BAY MINETTE, ALA.

