

INTERSTATE SECURITIES COMPANY,
a corporation,

Plaintiff

vs.

ELMER POWELL and GLADYS POWELL

Defendant

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

)

)

)

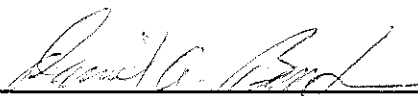
CASE NO. 10,205

C O M P L A I N T

COUNT I.

The Plaintiff claims of the Defendant ONE THOUSAND FOUR HUNDRED TWENTY-FIVE AND 95/100 DOLLARS (\$1,425.95) due by promisory note made by them on, to-wit, the 29th day of December, 1969, and payable on, to-wit, the 29th day of November, 1971, with interest thereon from, to-wit, the 29th day of November, 1971.

And the plaintiff avers that in said promisory note and as a part of the consideration thereof, the defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of TWO HUNDRED EIGHTY-FIVE and 18/100 DOLLARS (\$285.18) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

FILED

MAR 21 1972

OF COUNSEL:

RICKARBY & BENTON
Fairhope, Alabama

EUNICE B. BLACKMON CIRCUIT
CLERK

Defendant's last known address is

Route 1, Box 228
Loxley, Alabama

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 10,305

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon ~~Elmer Powell and Gladys Powell~~

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

~~Elmer Powell and Gladys Powell~~..... Defendant.....

by

.....INTERSTATE SECURITIES COMPANY, a corporation..... Plaintiff.....

Witness my hand this 21 day of March 1912

Ernie B. Blackmon Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY,

a corporation
Plaintiffs

vs.

Elmer Powell & Gladys Powell,
Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

MAR 21 1972

Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

RICKARBY & BENTON
Fairhope, Alabama

MAR 21 1972

TAYLOR
SHERIFF

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 1, Box 228
Loxley, Alabama.....

Received In Office
MAR 21 1972

JAYLOR
SHERIFF

19.....

Sheriff

I have executed this summons

this 3/31 1972

by leaving a copy with

Elmer & Gladys Powell

Sheriff charges 30 miles at

Ten Cents per mile Total \$ 3.00

TAYLOR, WILKINS, Sheriff

BY Born

Taylor Wilkins Sheriff

HJB roser Deputy Sheriff

50 mi R.T.
Rosent

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

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

March 20, 1972

Mrs. Eunice Blackmon

Clerk of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities Company
v. Elmer and Gladys Powell

10,305

Dear Eunice:

Enclosed is summons and complaint in subject cause. Also
enclosed is check in the amount of \$35.00 advance court cost.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

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

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

May 16, 1972

Hon. Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities Co.
vs. Elmer and Gladys Powell,
Case #10,305

Dear Judge Mashburn:

Request judgment by default in the above styled matter for \$1675.34 plus court costs. The \$1675.34 is broken down as follows: \$1425.95 due by promissory note; \$35.50 which is interest at the legal rate from the 29th day of November, 1971; and \$213.89 which is fifteen (15%) percent attorney's fee. This case is submitted on the original complaint and the original promissory note which is attached hereto. Personal service of process was obtained on the 31st day of March, 1972.

Respectfully,


Daniel A. Benton

DAB:lp
Att.

Interstate Securities Co.
P.O. Box 515
Robertsdale, Alabama 36567

LOAN NO. 0116-6-30712	DATE OF THIS LOAN 12-29-69	FIRST PAYMENT DUE 2-15-70	OTHERS DUE SAME DAY EACH MONTH 15th
TOTAL OF PAYMENTS PAYABLE IN 36	AMOUNT OF PAYMENTS FIRST PAYMENT \$ 53.00		OTHERS - EACH \$ 53.00
MONTHLY PAYMENTS	EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		DATE OF MATURITY 1-15-73 FINAL PAYMENT DUE

1. TOTAL OF PAYMENTS

\$ 1908.00

2. FINANCE CHARGE:

INTEREST \$ 250.33
FEE \$ 266.93 \$ 517.86

3. ANNUAL PERCENTAGE RATE

21.75 %

4. AMOUNT FINANCED

(Item 1 minus 2)

\$ 1390.74

5. DISBURSEMENTS:

INSURANCE	
A. CREDIT LIFE	\$ <u>57.24</u>
B. ACCIDENT & HEALTH	\$ <u>57.24</u>
C. PROPERTY	\$ <u>114.48</u>
D. AUTO	\$ <u>114.48</u>
E. Total (Sum of A, B, C & D) \$ <u>343.44</u>	
TERM OF INSURANCE COVERAGE:	
A for <u>36</u> Mos.	B for _____ Mos.
C for <u>36</u> Mos.	D for _____ Mos.

F. LOAN NO.

6-30156 1001034.84
(Old Balance less refunds) \$

G. FILING & RECORDING

\$ 6.00

H. OTHER:

Cust \$ 335.42

TOTAL DISBURSEMENTS

(Sum of E, F, G & H)

\$ 1390.74

6. CASH DIFFERENCE TO BORROWER

(Item 4 minus 5)

\$ None

BORROWER(S) — Elmer and Gladys Pawell
Name(s) and Rt. 1, Box 228
Address(es) Loxley, Alabama 36551

NOTICE - INSURANCE AUTHORIZATION - READ BEFORE SIGNING

(1) Credit Insurance is not required in order to obtain this loan. (2) The cost of insurance is indicated in item 5, above. (3) The Borrower may choose the person through whom the property and automobile insurance is to be obtained. (4) The undersigned hereby acknowledges that he has read the above prior to the execution of any note or other instrument evidencing the within loan and further acknowledges that he desires the insurance coverage indicated in item 5 and authorizes the creditor to obtain the same on his behalf.

Gladys Powell 12/29/69
(Borrower) (Date)

DESCRIPTION AND IDENTIFICATION OF SECURITY INTEREST: This loan and any extension or renewal thereof or future advance is secured by a security agreement dated 12/29/69 on the following described property: (Check proper box) ☐ Automobile ☐ Consumer Goods including but not limited to household goods, furniture, appliances and personal property of all kinds and description and all additions, replacements and accessories thereto which are hereafter acquired by borrowers.

PREPAYMENT: Refund of unearned interest in the event of prepayment is computed by the sum of the digits method (Rule of 78ths). Fee will be refunded in accordance with Rule of 78ths provided contract is prepaid within 6 1/2 months after date of this contract.

DEFAULT CHARGE: 5% of the full payment due when any part thereof is in default for 10 days or more.

NOTE

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the payee named above at the above office and subject to the terms hereof, the face amount of note (Item 1, Total Payments), in consecutive monthly payments beginning on the due date for the first payment and continuing on the same day of each succeeding month thereafter until fully paid all as indicated and stated above in the captioned and numbered boxes and items.

The face amount of note includes the principal amount of the loan, (Item 4, Amount Financed) and the original finance charge. Default in the payment of any installment may be discussed with any present or future employer, and shall, at the option of the holder hereof and without notice or demand, render the unpaid balance at once due and payable, subject, however, upon prepayment in full, to any required rebate of charge. Payment in advance is permitted to be made on this loan in any amount at any time.

The undersigned jointly and severally agree to pay all costs including attorney's fees expended in any court action in the enforcement of the terms of any instrument evidencing or securing this loan.

In consideration of the loan this day extended by the above Lender, the undersigned agree and authorize said Lender, its officers, agents, representatives and assigns, to communicate with us, or with any person, firm, corporation or governmental agency, by any known means of communication, for any purpose it might deem necessary in connection with or during the pendency of the loan extended, and do hereby waive any right we have to a claimed violation of our right of privacy by reason of such communication.

In the event of default in the payment of any payment on this note for a period of not less than ten (10) days, the undersigned agree to pay a default charge in the amount of five percent (5%) of such payments; provided only one such default charge may be collected on any one such payment regardless of the period of default.

Extension of the time of payment of all or any part of the amount owing hereon or any variation, modification or waiver of any term or condition hereof at any time or times shall not affect the liability of any party hereto or co-maker, endorser, guarantor, or surety hereof, it being the intent of all parties to this note that they shall continue jointly or severally absolutely liable for the payment of the aforesaid indebtedness until the same is actually paid in full. Co-makers, endorsers, guarantors, sureties, and all parties hereto severally waive notice of acceptance, presentment for payment, demand, protest, and notice of demand, non-payment, and protest of this note and disclaiming any relief from valuation and appraisal laws.

Borrower authorizes the disbursements stated above and acknowledges that he received a fully completed copy of the above Note-Loan Statement.

WITNESSES:

SIGNED:

Francis J. Bayle

Elmer Powell
Gladys Powell
(Husband or Wife)

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

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 17th day of May, 1972, being a regular day of said term,

INTERSTATE SECURITIES COMPANY, a corporation,
recovered judgment against ELMER POWELL.....

for the sum of ONE THOUSAND SIX HUNDRED SEVENTY-FIVE & 34/100 Dollars, and cost of suit, and affidavit having been made by DANIEL A. BENTON as attorney for plaintiff that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

PAUL CHILDRESS, JR......

has or is believed to have in his possession, or under his control money or effects belonging to said defendant or that he 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 PAUL CHILDRESS, JR......

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 his answer, or at any time intervening the time of serving the garnishment, and making the answer he was indebted to said defendant and whether he will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing he 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 he has not in his possession or under his control money or effects belonging to the defendant.....

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

EMILIE B. BLACKMON
Witness,, Clerk of said Court, this 4 day of Oct, A. D., 1972

Issued 4th day of Oct, A. D., 1972

ATTEST:

Emilie B. Blackmon Clerk

Received 9 day of Oct 1972
and on 13 day of Whit
I served a copy of the within writ
on Paul Childress, Jr.

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY Brown
DEPUTY SHERIFF

By service on _____
TAYLOR WILKINS, Sheriff
By HJB room D.S.
40 mi RT.
Loftly

CIRCUIT COURT, BALDWIN COUNTY

No. 10,305 1/2

Interstate Securities
Company, a Corp.

VS. } GARNISHMENT ON JUDGMENT

Elmer Powell

Issued 1 day of Oct 1972

Returnable _____ day of _____ 19____

RECEIVED

OCT 9 1972

TAYLOR WILKINS
SHERIFF

[Signature]

Attorney

STATE OF ALABAMA

Baldwin County

TOELMER POWELL....., Defendant.....:

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

.....INTERSTATE SECURITIES COMPANY, INC., a corporation....., Plaintiff.....,

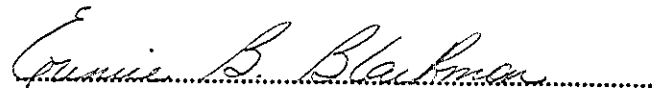
versusELMER POWELL....., Defendant.....,

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

.....PAUL CHILDRESS, JR.....

has... been named as Garnishee.....

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

4th
.....day of October....., 1972.
Clerk of the Circuit Court.

10,305 1/2

B

Received 9 day of Oct 1972
 and on 13 day of Nov 1972
 removed a copy of the within
 on Elmer Powell

Sheriff claims 40 miles at
 Ten Cents per mile Total \$ 4.00
 TAYLOR WILKINS, Sheriff
Brown
 DEPUTY SHERIFF

By service on

TAYLOR WILKINS, Sheriff
 By H. Brown D.S.
40 mi R.T.
Lofty

NOTICE
 TO DEFENDANT OF GARNISHMENT
 BY
 CLERK OF CIRCUIT COURT
 BALDWIN COUNTY, ALABAMA

TO

Elmer Powell

Interstate Securities Co.

Plaintiff....

VS.

Elmer Powell

RECEIVED

Defendant....

OCT 9 1972

TAYLOR WILKINS
 SHERIFF

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

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

October 3, 1972

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

Re: Interstate Securities Company
v. Elmer and Gladys Powell
Case No. 10,305, at Law

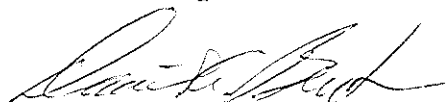
Dear Mrs. Blackmon:

Please process the enclosed papers.

I would appreciate very much your sending me the necessary papers for garnishment, especially the form for Garnishment on Judgment and Affidavits.

Thank you.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

THE STATE OF ALABAMA,
BALDWIN COUNTY

10,305 B
CIRCUIT COURT

Personally appeared before me, ^{Eunice Blackmon} ~~Alice J. Duck~~, Clerk of the Circuit Court in and for Baldwin County and State aforesaid Daniel A. Benton

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 May
19 42, Interstate Securities Co., Inc., a corporation
recovered a judgment against Elmer Powell

_____ for the sum of
\$1675.34 Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

Paul Childress, Jr.
_____ supposed to be indebted to or have effects of the said Elmer Powell
in his possession, or under his control, and that he believes process of
Garnishment against said Paul Childress, Jr.
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 17th
day of October A. D. 19 42
Eunice B. Blackmon
Clerk.

Daniel A. Benton
FILED
OCT 16 1942

EUNICE B. BLACKMON CLERK
EUNICE B. BLACKMON CLERK

INTERSTATE SECURITIES COMPANY,
a corporation,

Plaintiff

vs.

ELMER POWELL and GLADYS POWELL,

Defendants

PAUL CHILDRESS, JR.,

Garnishee

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

)
) CASE NO. 10,305-1/2

)

)

)

M O T I O N

Comes now the plaintiff in the above-styled cause and respectfully shows this Honorable Court as follows: That on the 17th day of May, 1972, the plaintiff recovered a judgment against the defendant for ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND 34/100 DOLLARS (\$1675.34) and costs in said suit; that a writ of garnishment on said judgment was duly issued in this cause by the Clerk of the Circuit Court and duly served upon the Garnishee; that the Garnishee has failed to answer thereto within the time required by law;

The plaintiff therefore respectfully moves this Court to render a conditional judgment against the garnishee for ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND 34/100 DOLLARS (\$1675.34) plus all costs accrued herein, making this known to the garnishee by the usual process of this Court, said judgment to become final unless the garnishee appear before this Court within 30 days of the rendition thereof and show cause why said judgment should not become final and absolute.

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


DANIEL A. BENTON, Attorney for Plaintiff

FILED

NOV 21 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

INTERSTATE SECURITIES COMPANY,
a corporation,

Plaintiff

vs.

ELMER POWELL and GLADYS POWELL,

Defendants

PAUL CHILDRESS, JR.,

Garnishee

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 10,305-1/2

M O T I O N

Comes now the plaintiff in the above-styled cause and respectfully shows this Honorable Court as follows: That on the 17th day of May, 1972, the plaintiff recovered a judgment against the defendant for ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND 34/100 DOLLARS (\$1675.34) and costs in said suit; that a writ of garnishment on said judgment was duly issued in this cause by the Clerk of the Circuit Court and duly served upon the Garnishee; that the Garnishee has failed to answer thereto within the time required by law;

The plaintiff therefore respectfully moves this Court to render a conditional judgment against the garnishee for ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND 34/100 DOLLARS (\$1675.34) plus all costs accrued herein, making this known to the garnishee by the usual process of this Court, said judgment to become final unless the garnishee appear before this Court within 30 days of the rendition thereof and show cause why said judgment should not become final and absolute.


DANIEL A. BENTON, Attorney for Plaintiff

FILED

NOV 21 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

INTERSTATE SECURITIES COMPANY,
a corporation,

Plaintiff

vs.

ELMER POWELL,

Defendant

PAUL L. CHILDRESS, JR.,

Garnishee

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

)

) CASE NO. 10,305-1/2

)

)

)

N O T I C E

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

WHEREAS, the following judgment was rendered in this cause on the date therein indicated, to-wit,

"Comes the plaintiff, INTERSTATE SECURITIES COMPANY, a corporation, by DANIEL A. BENTON, its attorney, and moves for conditional judgment against the above-named garnishee; and it appearing to the Court that on the 17th day of May, 1972, the plaintiff recovered a judgment against the defendant for the sum of ONE THOUSAND SIX HUNDRED SEVENTY AND 34/100 DOLLARS (\$1675.34) and costs of suit, and that a writ of garnishment on said judgment was duly issued in this cause by the Clerk of this Court and duly served upon said garnishee on the 13th day of October, 1972, and that said garnishee has failed to answer thereto within the time required by law;

"It is therefore considered by the Court that the plaintiff have and recover of said garnishee the sum of ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND 34/100 DOLLARS (\$1675.34) and the costs herein accrued unless within 30 days of notice of the rendition hereof the said garnishee appear and show cause why this judgment should not be made final and absolute.

"DONE this the 21st day of November, 1972.

"Teleair J. Mashburn
TELEAIR J. MASHBURN, Judge of the
Circuit Court, Baldwin County, Alabama"

You are therefore commanded to make known the premises to said garnishee and that said garnishee be and appear at said Court the place of holding same within 30 days after notice thereof and show cause why said judgment should not be made final and absolute and have you then and there this writ with your endorsement thereon.

WITNESS my hand this the 21 day of November,
1972.

Eunice B. Blackmon
EUNICE B. BLACKMON, Clerk of the
Circuit Court, Baldwin County, Alabama

Garnishee may be served at
his farm at Loxley, Alabama

SHERIFF'S RETURN

Executed by serving a copy of the foregoing notice on PAUL
CHILDRESS, JR., Garnishee, this _____ day of _____,
19____.

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

SHERIFF, Baldwin County, Alabama

By _____, D.S.

10,305 1/2 8-19

RECEIVED
NOV 21 1912
TAYLOR WILKINS
SHERIFF

Interstate Securities Co.

P14

vs.

Elmer Powell
Dept.

Paul L. Childress, Jr.
Garnessee

Received _____ day of _____ 19____
and on 22 day of Nov 1912
I served a copy of the within Notice
on Paul L. Childress Jr.

By service on _____

TAYLOR WILKINS, Sheriff

By J. F. Brown

~~TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, MISSISSIPPI, CLAIM \$1.00 EACH
TRAVEL SHALL BE PAID BY THE
PROCESSED FOR A TOTAL OF \$~~

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY [Signature]
DEPUTY SHERIFF

INTERSTATE SECURITIES COMPANY,
a corporation,

Plaintiff

vs.

ELMER POWELL,

Defendant

PAUL L. CHILDRESS, JR.,

Garnishee

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA

) AT LAW

)
) CASE NO. 10,305-1/2

)

)

)

)

CONDITIONAL JUDGMENT AGAINST GARNISHEE

This day came the plaintiff, INTERSTATE SECURITIES COMPANY, a corporation, by DANIEL A. BENTON, its attorney, and moves for conditional judgment against the above-named garnishee; and it appearing to the Court that on the 17th day of May, 1972, the plaintiff recovered a judgment against the defendant for the sum of ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND 34/100 DOLLARS (\$1675.34) and costs of suit, and that a writ of garnishment on said judgment was duly issued in this cause by the Clerk of the Court and duly served upon said garnishee on the 13th day of October, 1972, and that the garnishee has failed to answer thereto within the time required by law;

It is therefore considered by the Court that the plaintiff have and recover of said garnishee the sum of ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND 34/100 DOLLARS (\$1675.34) and the costs herein accrued unless within 30 days of notice of the rendition hereof the said garnishee appear and show cause why this judgment should not be made final and absolute.

DONE this the 21st day of November, 1972.

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

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

INTERSTATE SECURITIES COMPANY,
a corporation

PLAINTIFF

VS

ELMER POWELL

DEFENDANT

PAUL L. CHILDRESS, JR.

GARNISHEE

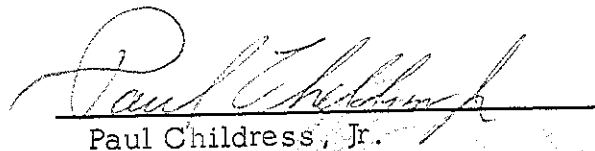
(IN THE CIRCUIT COURT OF
(
(BALDWIN COUNTY, ALABAMA
(
(AT LAW
(
(CASE NO: 10,305 1/2
(

ANSWER OF GARNISHEE

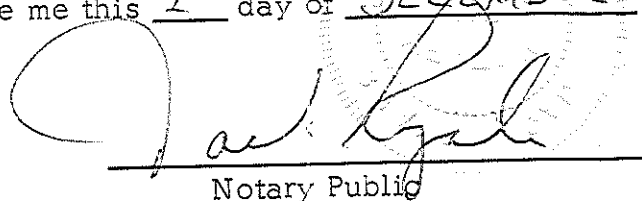
STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before, Taylor Wilkins, Jr., a Notary Public in and for said County in said State, Paul Childress, Jr., who is personally known to me, and who being by me duly sworn, on oath says, in answering the garnishment therein that Elmer Powell, the Defendant, in the above styled cause, is not a regular employee of the garnishee and that the garnishee is not indebted to the Defendant in any sum whatever. And he will not be liable to the Defendant for the delivery of personal property by any contract then or now existing, nor for the payment of money which may be dishcharged by the delivery of personal property, or which is payable in personal property, and that he has not in his possession or under his control money or effects belonging to the Defendant.

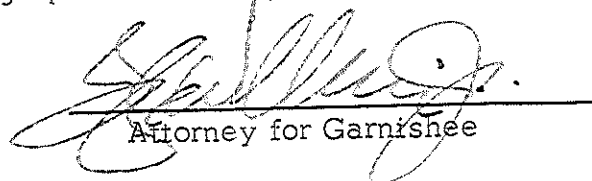

Paul Childress, Jr.

Sworn to and subscribed before me this 2 day of DECEMBER,
1972.


Notary Public

My Commission Expires March 4, 1973

I do hereby certify that I have this 28th day of November, 1972, forwarded a true and exact copy of the foregoing answer to Mr. Daniel A. Benton, Attorney at Law, Fairhope, Alabama, attorney of record for the Plaintiff, by United States mail, with first class postage paid thereon.


Attorney for Garnishee

FILED

DEC 4 1972

EUNICE B. BLACKMON CLERK

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY
..... TERM, 19.....

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 ...17th..... day ofMay....., 19..72., being a regular day of said term,

.....INTERSTATE SECURITIES COMPANY, a corporation.....
recovered judgment against

.....ELMER POWELL.....

for the sum of ~~SIXTEEN HUNDRED SEVENTY-FIVE AND 34/100~~ Dollars, and cost of suit, and affidavit having been made byDANIEL A. BENTON..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

.....PAUL CHILDRESS, JR.....

has or is believed to have in ...his..... possession, or underhis..... control money or effects belonging to said defendant or thathe..... 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 SummonPAUL CHILDRESS, JR.....

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 ...his..... answer, or at any time intervening the time of serving the garnishment, and making the answerhe..... was indebted to said defendant and whetherhe..... will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing ...he..... 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 whetherhe..... has not inhis..... possession or underhis..... control money or effects belonging to the defendant

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

Witness, ~~Alice J. Duck~~ Eunice B. Blackburn, Clerk of said Court, this ...21st... day of ...May... A. D., 1973

Issued ...21st... day of ...May... A. D., 1973

ATTEST:

Eunice B. Blackburn Clerk.

Received 23 day of May 1973
and on 26 day of May 1973
I served a copy of this within
on Paul Childress Jr.

40 4.00
Sheriff claim
Ten Cents per mile, total 10.
TAYLOR WILKINS, Sheriff
BY D. B. BENTON
DEPUTY SHERIFF

By office of
Paul Childress Jr.
TAYLOR WILKINS, Sheriff
By D. B. BENTON
40 mi Lofley

Lofley
CIRCUIT COURT, BALDWIN COUNTY

No. 10,305 1/2 A

INTERSTATE SECURITIES COMPANY,
a corporation

VS. } GARNISHMENT ON JUDGMENT

ELMER POWELL

Paul Childress Jr., Sheriff.

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

RECEIVED

MAY 23 1973

TAYLOR WILKINS
DANIEL A. BENTON
Fairhope, Alabama

Attorney

10,305 1/2 A

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 DANIEL A. BENTON
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 May
19..72... .. ~~INTERSTATE SECURITIES COMPANY, a corporation~~
recovered a judgment against ELMER POWELL
..... for the sum of
ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND 34/100 - - - - - Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that
..... PAUL CHILDRESS, JR.
.....
supposed to be indebted to or have effects of the said ELMER POWELL
in his possession, or under his Control, and that he believes process of
Garnishment against said ELMER POWELL
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 21st
day of May A. D. 1973
.....
Clerk.

[Signature]

NO. 10,305.....

Circuit Court

INTERSTATE SECURITIES COMPANY,
a corporation.....

vs.

.....ELMER POWELL.....

A F F I D A V I T
G A R N I S H M E N T O N J U D G M E N T

Filed this day of

....., 19.....

.....
Clerk.

MOORE PRINTING CO. - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

TOELMER POWELL....., Defendant.....:

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

.....INTERSTATE SECURITIES COMPANY, a corporation....., Plaintiff.....,

versusELMER POWELL....., Defendant.....,

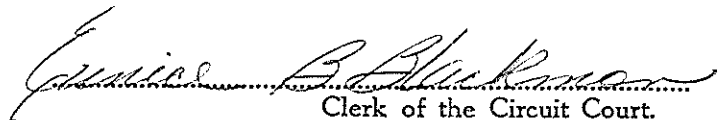
now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

.....PAUL CHILDRESS, JR.....

has..S.. been named as Garnishee.....

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

21st day of May, 1923.


Clerk of the Circuit Court.

Received 2.6 day of March 1973
and on 2.6 day of March 1973

I served a copy of the within Notice
on Elmer Powell

By service on _____

TAYLOR WILKINS, Sheriff
By H. Brown
to me Lochy

Sheriff claims 4.00 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
BY Brown
DEPUTY SHERIFF

10,305 1/2 A

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO

INTERSTATE SECURITIES COMPANY,
a corporation
Plaintiff....

VS.

ELMER POWELL
RECEIVED
MAR 28 1973
TAYLOR WILKINS
SHERIFF
Defendant....

Daniel A. Benton

INTERSTATE SECURITIES COMPANY,
a corporation

Plaintiff

vs

ELMER POWELL

Defendant

PAUL L. CHILDRESS, JR.

Garnishee

(IN THE CIRCUIT COURT OF
(BALDWIN COUNTY, ALABAMA

(AT LAW

(CASE NO: 14,305 1/2 A

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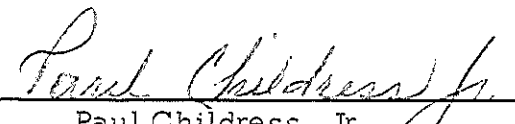
ANSWER OF GARNISHEE

STATE OF ALABAMA

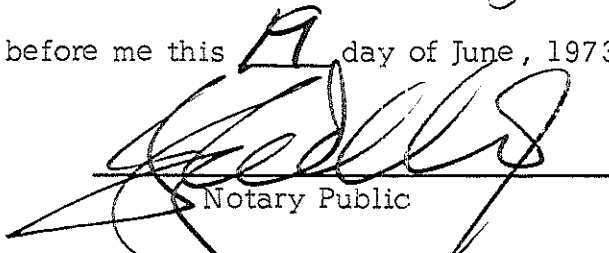
BALDWIN COUNTY

Personally appeared before me,  a

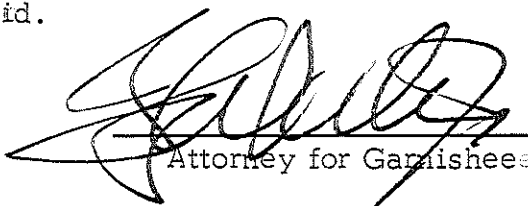
Notary Public in and for said County in said State, Paul Childress, Jr., who is personally known to me, and who being by me duly sworn, on oath says, in answering the garnishment therein that Elmer Powell, the Defendant, in the above styled cause, is not a regular employee of the garnishee and that the garnishee is not indebted to the Defendant in any sum whatever. That he will not be liable to the Defendant for the delivery of personal property by any contract then or now existing, 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 he has not in his possession or under his control money or effects belonging to the Defendant.


Paul Childress, Jr.

Sworn to and subscribed before me this 15 day of June, 1973.


Notary Public

I do hereby certify that I have on this 15th day of June, 1973, forwarded a true and exact copy of the foregoing answer to Daniel A. Benton, Attorney at Law, Fairhope, Alabama, attorney of record for the Plaintiff by mailing the same in the United States mail, postage prepaid.


Attorney for Garnishee

FILED

JUN 20 1973

EUNICE B. BLACKMON, Circuit Clerk

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

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

August 31, 1973

Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities v. Elmer Powell
Case No. 10, 305-1/2 A

Dear Sir:

Please dismiss the garnishment in the above-styled matter, as they have returned a negative answer in this matter.

Respectfully submitted,

Daniel A. Benton

DAB:w
cc-Circuit Clerk

STATE OF ALABAMA

Baldwin County

TO Elmer Powell Defendant.....:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of
..... Interstate Securities Company, a corporation, Plaintiff.....
versus Elmer Powell Defendant.....

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which Paul L.
..... Childress, Jr.

has been named as Garnishee.....

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 30
day of April, 1974

Ernie B. Blackmon
Clerk of the Circuit Court.

RECEIVED

APR 30 1974

TAYLOR WILKINS
SHERIFF

Received _____ day of _____
and on 21 day of May 1974
I served a copy of this writ
on Elmer Powell
By service on Elmer Powell
TAYLOR WILKINS, Sheriff
Baldwin County, Alabama
40 me
D. R.

STAFF CLERK
40
TAYLOR WILKINS, Sheriff
Baldwin County, Alabama
40
D. R.

10, 305 1/2 B

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Elmer Powell

Interstate Securities Company
a corporation

Plaintiff...

VS.

Elmer Powell

Defendant...

INTERSTATE SECURITIES	:	IN THE CIRCUIT COURT OF
COMPANY, a corporation,	:	
Plaintiff,	:	BALDWIN COUNTY, ALABAMA
vs.	:	
ELMER POWELL,	:	
Defendant,	:	CASE NUMBER 10,305 ¹ / ₂ B
PAUL L. CHILDRESS, JR.,	:	
Garnishee.	:	

WRIT OF GARNISHMENT ON JUDGMENT

To any Sheriff of the State of Alabama, Greetings:

WHEREAS, at a regular term of the Circuit Court of Baldwin County, on, to-wit, the 17th day of May, 1972, INTERSTATE SECURITIES COMPANY, a corporation, Plaintiff, recovered a judgment against ELMER POWELL, Defendant, for the sum of ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND THIRTY-FOUR/ HUNDREDTHS DOLLARS (\$1,675.34) and costs of suit; and

WHEREAS, DANIEL A. BENTON, has made affidavit as required by law that PAUL L. CHILDRESS, JR., is supposed to be indebted to said Defendant or have the effects of said Defendant in his possession or under his control, and that he believes process of garnishment against the said ELMER POWELL is necessary to obtain satisfaction of said judgment;

THESE ARE THEREFORE TO COMMAND you that you summon the said PAUL L. CHILDRESS, JR., to be and appear before the Circuit Court of Baldwin County, Alabama, within thirty days from the service of this writ, then and there to answer on oath whether at the time of the service of this garnishment or the time of making his answer or at any time intervening between the time of serving the garnishment and making the answer he was indebted to the Defendant and whether he will not be indebted in the future to him by a contract then or now existing, whether he is liable to him 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 he has not in his possession or under his control money or effects belonging to the said Defendant.

Costs of court in the original suit is \$34.50 and there are subsequent costs.

If said answer shows 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 said Defendant be terminated, you will report such termination to the Clerk of this Court within fifteen days after the termination and pay into Court all sums which have been withheld from the Defendant's wages, salaries or other compensation.

WITNESS this 30 day of April, 1974.

Eunice B. Blackman
EUNICE B. BLACKMAN, Circuit Clerk

Lopley
Childress Chibby
Farm

#10, 305 1/2 B

Interstate Securities
Company, a corporation

Plaintiff

vs.

Elmer Powell

Writ of Garnishment

Received _____ day of _____ 19____
and on _____ day of _____ 19____
I served a copy of the within _____
on _____
By service on _____

TAYLOR WILKINS, Sheriff
By _____
40 mi
Jedlin

RECEIVED

APR 30 1974

TAYLOR WILKINS
SHERIFF

Daniel A. Benton
Attorney for Pltff.

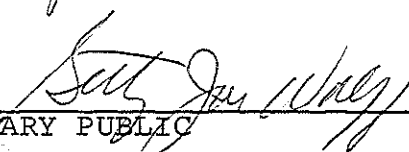
INTERSTATE SECURITIES	:	IN THE CIRCUIT COURT OF
COMPANY, a corporation,	:	
Plaintiff,	:	BALDWIN COUNTY, ALABAMA
vs.	:	
ELMER POWELL,	:	
Defendant,	:	CASE NUMBER 10,305 ^{1/2} B
PAUL L. CHILDRESS, JR.,	:	
Garnishee.	:	

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned Notary Public in and for said State and County, personally appeared DANIEL A. BENTON, who, being duly sworn, deposes and says that INTERSTATE SECURITIES COMPANY, a corporation, Plaintiff, recovered a judgment at the regular session of the Circuit Court of Baldwin County, Alabama, on the 17th day of May, 1972, against ELMER POWELL, Defendant, for the sum of ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND THIRTY-FOUR/HUNDREDTHS DOLLARS (\$1,675.34) and the further sum of THIRTY-FOUR AND FIFTY/HUNDREDTHS DOLLARS (\$34.50), costs of suit, and that PAUL L. CHILDRESS, JR., is supposed to be indebted to the said Defendant or have effects of said Defendant in his possession or under his control, and that he believes process of garnishment against the said ELMER POWELL is necessary to obtain satisfaction of said judgment.


DANIEL A. BENTON, Affiant

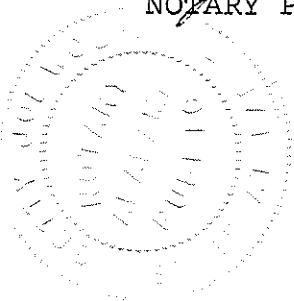
Subscribed and sworn to
before me this 2nd day
of April, 1974.


NOTARY PUBLIC

FILED

APR 30 1974

EUNICE E. BLACKMON CIRCUIT CLERK



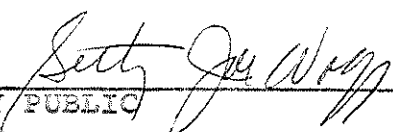
INTERSTATE SECURITIES	:	IN THE CIRCUIT COURT OF
COMPANY, a corporation,	:	
Plaintiff,	:	BALDWIN COUNTY, ALABAMA
vs.	:	
ELMER POWELL,	:	
Defendant,	:	CASE NUMBER 10,305
PAUL L. CHILDRESS, JR.,	:	
Garnishee.	:	

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned Notary Public in and for said State and County, personally appeared DANIEL A. BENTON, who, being duly sworn, deposes and says that INTERSTATE SECURITIES COMPANY, a corporation, Plaintiff, recovered a judgment at the regular session of the Circuit Court of Baldwin County, Alabama, on the 17th day of May, 1972, against ELMER POWELL, Defendant, for the sum of ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND THIRTY-FOUR/HUNDREDTHS DOLLARS (\$1,675.34) and the further sum of THIRTY-FOUR AND FIFTY/HUNDREDTHS DOLLARS (\$34.50), costs of suit, and that PAUL L. CHILDRESS, JR., is supposed to be indebted to the said Defendant or have effects of said Defendant in his possession or under his control, and that he believes process of garnishment against the said ELMER POWELL is necessary to obtain satisfaction of said judgment.


DANIEL A. BENTON, Affiant

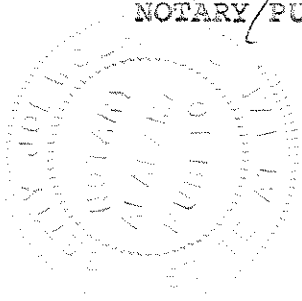
Subscribed and sworn to
before me this 24 day
of April, 1974.


NOTARY PUBLIC

FILED

APR 30 1974

EUNICE B. BLACKMON CIRCUIT CLERK



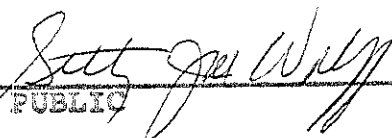
INTERSTATE SECURITIES	:	IN THE CIRCUIT COURT OF
COMPANY, a corporation,	:	
Plaintiff,	:	BALDWIN COUNTY, ALABAMA
vs.	:	
ELMER POWELL,	:	
Defendant,	:	CASE NUMBER 10,305
PAUL L. CHILDRESS, JR.,	:	
Garnishee.	:	

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned Notary Public in and for said State and County, personally appeared DANIEL A. BENTON, who, being duly sworn, deposes and says that INTERSTATE SECURITIES COMPANY, a corporation, Plaintiff, recovered a judgment at the regular session of the Circuit Court of Baldwin County, Alabama, on the 17th day of May, 1972, against ELMER POWELL, Defendant, for the sum of ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND THIRTY-FOUR/HUNDREDTHS DOLLARS (\$1,675.34) and the further sum of THIRTY-FOUR AND FIFTY/HUNDREDTHS DOLLARS (\$34.50), costs of suit, and that PAUL L. CHILDRESS, JR., is supposed to be indebted to the said Defendant or have effects of said Defendant in his possession or under his control, and that he believes process of garnishment against the said ELMER POWELL is necessary to obtain satisfaction of said judgment.


DANIEL A. BENTON, Affiant

Subscribed and sworn to
before me this 29 day
of April, 1974.


NOTARY PUBLIC

FILED

APR 30 1974

EUNICE B. BLACKMON CIRCUIT CLERK



INTERSTATE SECURITIES	:	IN THE CIRCUIT COURT OF
COMPANY, a corporation,	:	
Plaintiff,	:	BALDWIN COUNTY, ALABAMA
vs.	:	
ELMER POWELL,	:	
Defendant,	:	CASE NUMBER 10,305
PAUL L. CHILDRESS, JR.,	:	
Garnishee.	:	

WRIT OF GARNISHMENT ON JUDGMENT

To any Sheriff of the State of Alabama, Greetings:

WHEREAS, at a regular term of the Circuit Court of Baldwin County, on, to-wit, the 17th day of May, 1972, INTERSTATE SECURITIES COMPANY, a corporation, Plaintiff, recovered a judgment against ELMER POWELL, Defendant, for the sum of ONE THOUSAND SIX HUNDRED SEVENTY-FIVE AND THIRTY-FOUR/ HUNDREDTHS DOLLARS (\$1,675.34) and costs of suit; and

WHEREAS, DANIEL A. BENTON, has made affidavit as required by law that PAUL L. CHILDRESS, JR., is supposed to be indebted to said Defendant or have the effects of said Defendant in his possession or under his control, and that he believes process of garnishment against the said ELMER POWELL is necessary to obtain satisfaction of said judgment;

THESE ARE THEREFORE TO COMMAND you that you summon the said PAUL L. CHILDRESS, JR., to be and appear before the Circuit Court of Baldwin County, Alabama, within thirty days from the service of this writ, then and there to answer on oath whether at the time of the service of this garnishment or the time of making his answer or at any time intervening between the time of serving the garnishment and making the answer he was indebted to the Defendant and whether he will not be indebted in the future to him by a contract then or now existing, whether he is liable to him for the delivery of personal property or for

2
12
19
1974

the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property and whether he has not in his possession or under his control money or effects belonging to the said Defendant.

Costs of court in the original suit is \$34.50 and there are subsequent costs.

If said answer shows 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 said Defendant be terminated, you will report such termination to the Clerk of this Court within fifteen days after the termination and pay into Court all sums which have been withheld from the Defendant's wages, salaries or other compensation.

WITNESS this 30 day of April, 1974.

Eunice B. Blackman
EUNICE B. BLACKMAN, Circuit Clerk

FILED

APR 30 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

Extra copy

the payment of money which may be discharged by the delivery
of personal property, or which is payable in personal property
and whether he has not in his possession or under his control
money or effects belonging to the said Defendant.
Costs of court in the original suit is \$34.50 and there
are subsequent costs.

If said answer shows 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 indebted-
ness 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 the check 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 said Defendant be terminated,
you will report such termination to the Clerk of this Court
within fifteen days after the termination and pay into Court all
sums which have been withheld from the Defendant's wages, salaries
or other compensation.

WITNESS this 30 day of April, 1974.

Eunice B. Blackman
EUNICE B. BLACKMAN, Circuit Clerk

FILED

APR 30 1974

EUNICE B. BLACKMAN
Circuit Clerk

BAILEY, TAYLOR & BENTON

ATTORNEYS AT LAW
61 NORTH SECTION STREET
P. O. BOX 361

FAIRHOPE, ALABAMA 36532

ERNEST M. BAILEY
LLOYD E. TAYLOR
DANIEL A. BENTON

TELEPHONES
(205) 928-2393
(205) 928-2308

June 4, 1974

Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities v. Elmer Powell
Case No. 10,305-1/2B

Dear Judge Mashburn:

The above case is set for the week of June 10-12, 1974, for trial. I request at this time that a continuance be granted in this matter to permit the Sheriff to have time to obtain service of process on the garnishee and defendant.

Yours very truly,



Daniel A. Benton

DAB:w

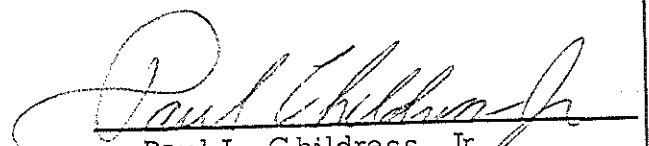
cc-Mrs. Eunice Blackmon
Clerk of the Circuit Court

INTERSTATE SECURITIES COMPANY, a	(IN THE CIRCUIT COURT OF
corporation,	(BALDWIN COUNTY, ALABAMA
Plaintiff	(
vs	(
ELMER POWELL,	(
Defendant	(
PAUL L. CHILDRESS, JR.	(CASE NUMBER 10,305 1/2B
Garnishee	(

ANSWER OF GARNISHEE

Comes now the Garnishee, Paul L. Childress, in the above styled cause and files his answer to the Writ of Garnishment heretofore issued, as follows:

The Defendant, Elmer Powell, is a mechanic, and does work for numerous people in Baldwin County. He is not a regular employee of mine and I only pay him for mechanic work he does on my equipment. I do not pay him a salary nor do I have any written contract with him or hold any personal property of his. Presently, I do not owe him any money for services that he has rendered to me.


Paul L. Childress, Jr.

Sworn to and subscribed before me
on this 19th day of June, 1974.

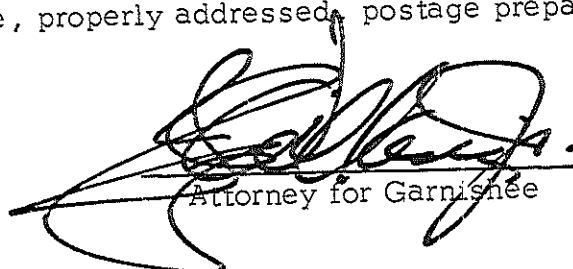
FILED

JUN 20 1974


Notary Public
MY COMMISSION EXPIRES MAY 13, 1975

EUNICE B. BLACKMON CIRCUIT CLERK

I, the undersigned, do hereby certify that I have forwarded a true copy of the foregoing Answer to Mr. Daniel A. Benton, Attorney at Law, Fairhope, Alabama, Attorney of record for the Plaintiff, by mailing a copy of the same in the United States Post Office, properly addressed, postage prepaid, this 17th day of June, 1974.


Attorney for Garnishee

BAILEY, TAYLOR & BENTON

ATTORNEYS AT LAW
61 NORTH SECTION STREET
P. O. BOX 361

FAIRHOPE, ALABAMA 36532

ERNEST M. BAILEY
LLOYD E. TAYLOR
DANIEL A. BENTON

TELEPHONES
(205) 928-2393
(205) 928-2308

August 28, 1974


Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities v. Elmer Powell
Case No. 10,305-1/2

Dear Judge Mashburn:

Please dismiss the garnishment in the above-styled matter.
Proper answer has been filed.

Respectfully submitted,


Daniel A. Benton

DAB:w

cc-Mrs. Eunice Blackmon
Clerk of the Circuit Court