

WILLIAM S. BREWBAKER, JR.

ATTORNEY AT LAW

212 WASHINGTON BUILDING

MONTGOMERY, ALABAMA 36104

TELEPHONE 264-5279

29 March 1972

Clerk of Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

Re: First National
Bank of Montgomery vs
Charles W. Sadhue

10,329

De
Dear Sir:

Please file the enclosed Summons and Complaint for me. Also, I would appreciate your advising me of the date of service and the date set for hearing, along with procedure in Baldwin County for taking a judgment by default.

Your help is most appreciated.

Yours very truly,

W. S. Brewbaker, Jr.
W. S. Brewbaker, Jr.

Enc.

10,329

THE STATE OF ALABAMA }
Montgomery County }
BALDWIN
To any Sheriff of the State of Alabama—GREETING:

You are Hereby Comanded to Summon

CHARLES W. SADHUE
P. O. Box 345
Bay Minette, Alabama

BALDWIN
to appear before the Circuit Court of ~~Montgomery~~ in and for said County, at the place of holding the same, within thirty days from the service of this summons and complaint, then and there to demur or plead to the complaint of

FIRST NATIONAL BANK OF MONTGOMERY,
a banking corporation

And you are hereby commanded to execute this process instanter and make return as required by law.

Witness my hand this 30 day of March

1972

Eunice B. Blackmon Clerk.

COMPLAINT

THE STATE OF ALABAMA
Bay Minette
~~Montgomery~~, Alabama

Baldwin
In the Circuit Court of ~~Montgomery~~
County

FIRST NATIONAL BANK OF
MONTGOMERY, a banking
corporation

VS.

Term, 1972
CHARLES W. SADHUE

Plaintiff

Defendant

The plaintiff claim of the Defendant the sum of THREE HUNDRED, FORTY-SEVEN AND 28/100 (\$347.28) DOLLARS, due by reason of a promissory note made by the defendant on, to wit: November 11, 1971, which note is payable to the plaintiff and provides for 6 monthly payments of Fifty-Six and 47/100 (\$56.47) Dollars. Plaintiff avers that defendant has not made the payments as provided for in said note, in that he failed to pay the installment due on, to wit: December 10, 1971, and, therefore, said note is in default. Plaintiff avers that said note contains an acceleration clause which provides that if any of said installments are not paid when due, then all the remaining installments become due and payable at the option of the holder. Plaintiff avers that defendant waived all rights of exemption of personal property under the constitution and laws of the State of Alabama, and agreed to pay a reasonable attorney's fee in the event the same became necessary: the plaintiff claims an additional sum of FIFTY-TWO AND 08/100 (\$52.08) DOLLARS as attorney's fee.

W. S. Brewbaker, Jr.
W. S. BREWBAKER, JR.
ATTORNEY FOR PLAINTIFF

FILED

MAR 30 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

THE STATE OF ALABAMA

~~Montgomery~~ County
Baldwin

To the Sheriff of Said County—GREETINGS:

The Plaintiff having given bond and made affidavit as required by law, you are hereby required to take the property mentioned in the complaint into your possession, unless the defendant give bond, payable to the Plaintiff, with security in double value of the property, conditioned that if the Defendant is cast in the suit he will, within thirty days thereafter, deliver the property to the Plaintiff, and pay all costs and damages which may accrue from the detention thereof.

WITNESS my hand this

day of

A. D., 19

Baldwin

Clerk, Circuit Court, ~~Montgomery~~ County.

41643
41768
No. 10,329

FIRST NATIONAL BANK OF
MONTGOMERY, a banking corp.

vs.

CHARLES W. SADHUE
P. O. Box 345
BAY MINETTE, ALABAMA

CIRCUIT COURT
BALDWIN
OF MONTGOMERY COUNTY

MAR 30 1972

Term, 19

SUMMONS AND
COMPLAINT

FILED

Filed in office this

day of

MAR 30 1972

A. D. 19

EUNICE B. BLACKMON CIRCUIT
CLERK Clerk.

W. S. BREWBAKER, JR. Plaintiff's Attorney

SUITE 212 WASHINGTON BLDG.
MONTGOMERY, ALA. 36104

Received in office day of

MAR 30 1972 19

TAYLOR WILKINS
SHERIFF

Sheriff

Executed by serving *Charles Sadhue* cop

of the within. Summons and Complaint on

Defendant this the *march 31* day of

1972

Taylor Wilkins Sheriff
W A Sallert

Sheriff claims miles at

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

BY DEPUTY SHERIFF

WILLIAM S. BREWBAKER, JR.

ATTORNEY AT LAW

212 WASHINGTON BUILDING

MONTGOMERY, ALABAMA 36104

TELEPHONE 264-5279

September 5, 1972

Honorable Telfair J. Nashvurn
Circuit Judge
Baldwin County Courthouse
Bay Minette, Alabama

Re: First National Bank
of Montgomery
vs
Charles W. Sadhue
Case no 10,329

Dear Judge Nashvurn;

The above suit on an installment note was served on March 31, 1972, and to my knowledge no answer or other pleading has been filed.

I am enclosing a photo-copy of the note and a default judgment order in hopes that a judgment may be taken in Baldwin County in this manner. If this procedure is not appropriate, I would appreciate being so advised.

Your assistance will be appreciated.

Sincerely

W. S. Brewbaker, Jr.
W. S. Brewbaker, Jr.

\$ 338.82

Montgomery, Ala.,

November 11, 1971

FOR VALUE RECEIVED, the undersigned promises to pay to the order of

THE FIRST NATIONAL BANK OF MONTGOMERY

the sum of Three-hundred + thirty-eight + 82/100 DOLLARS in Lawful

Money of the United States at The First National Bank of Montgomery, Montgomery, Ala., said indebtedness being payable in

6 monthly installments as follows: 6 installments of \$ 56.47 and — installments of \$ —

beginning December 10, 1971 and same day of each and every month thereafter until \$ 338.82 shall have been paid with interest after maturity at the maximum legal contract rate.

All parties liable hereon, whether makers, endorsers, sureties, or guarantors, agree, each for himself, if this note does not bear interest on its face, to pay a discount rate thereon of — per cent per annum until maturity. All parties liable hereon, whether makers, endorsers, sureties, or guarantors, hereby severally waive, each for himself, as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the makers, endorsers, sureties, and guarantors of this note severally waive demand, presentment, protest, notice of dishonor and protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension; and hereby declare and contract with the payee or holder hereof that there is no contract or understanding made or had by them, or either of them, with the payee, or any other person, which in any manner limits or affects their liability on this paper.

In case default shall be made in the payment of any one of said installments, or in case of the violation of any of the terms or provisions of this note, then the remaining unpaid installments shall immediately thereupon become due and payable at the option of the holder of this note, and the holder shall have the right at its option to proceed immediately for the collection of the unpaid installments thereof, together with interest thereon.

It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears, and the bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt, any funds in said bank belonging to the makers, sureties, endorsers, guarantors, or any of them.

In witness whereof, — have hereunto set — hand — and seal —, on the day and date above written.

Address

Phone No.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Bus. —

Res. —

Bus. —

Res. —

Bus. —

Res. —

(L. S.)

(L. S.)

(L. S.)

DATE 3/28/72
I CERTIFY THIS AS A TRUE AND CORRECT COPY OF THE ORIGINAL THEREOF.
THE FIRST NATIONAL BANK OF MONTGOMERY, ALA.
SIGNED Emilio Wright
Asst. Cash.

Notary Public, Alabama
My commission expires —
Bonded by —

THE FIRST NATIONAL BANK
OF MONTGOMERY, a banking
corporation,

PLAINTIFF

vs

CHARLES W. SADHUE

DEFENDANT

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*

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10,329

J U D G M E N T

This day came the Plaintiff in said cause, and the defendant, having been duly and legally summoned to appear and answer the Summons and Complaint on this day, came not, but made default; and the same being considered by the Court, together with the evidence offered by the plaintiff, it is hereby, ORDERED, ADJUGED AND DECREED BY the Court:

1. That judgment be and the same is hereby rendered in favor of the plaintiff and against the defendant for the sum of Three hundred, ninety-nine and 36/100 (\$399.36) Dollars, as damages, together with the costs in this behalf expended for all of which execution may issue;

2. That, as against this judgment and execution thereon, there is no exemption as to personal property.

3. That the aforesaid sum herein awarded plaintiff as damages, together with legal interest thereon and all costs in this behalf expended be, and the same is hereby adjudged to be the sole and entire amount and debt owed plaintiff by the defendant, and herein reduced to judgment and that, in the event said sum be paid to plaintiff by defendant pursuant to this judgment, together with all such interest and costs, then, in such event, this judgment shall be and the same is hereby adjudged to be satisfied in full.

DONE this the 4th day of August, 1972.

J. J. J. Madolebreu
Circuit Judge

THE FIRST NATIONAL BANK
OF MONTGOMERY, a banking
corporation,

PLAINTIFF

vs

CHARLES W. SADHUE

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO., 10,329

J U D G M E N T

This day came the Plaintiff in said cause, and the defendant, having been duly and legally summoned to appear and answer the Summons and Complaint on this day, came not, but made default; and the same being considered by the Court, together with the evidence offered by the plaintiff, it is hereby, ORDERED, ADJUGED AND DECREED BY the Court:

1. That judgment be and the same is hereby rendered in favor of the plaintiff and against the defendant for the sum of Three hundred, ninety-nine and 36/100 (\$399.36) Dollars, as damages, together with the costs in this behalf expended for all of which execution may issue;

2. That, as against this judgment and execution thereon, there is no exemption as to personal property.

3. That the aforesaid sum herein awarded plaintiff as damages, together with legal interest thereon and all costs in this behalf expended be, and the same is hereby adjudged to be the sole and entire amount and debt owed plaintiff by the defendant, and herein reduced to judgment and that, in the event said sum be paid to plaintiff by defendant pursuant to this judgment, together with all such interest and costs, then, in such event, this judgment shall be and the same is hereby adjudged to be satisfied in full.

DONE this the _____ day of _____, 1972.

Circuit Judge

THE FIRST NATIONAL BANK
OF MONTGOMERY, a banking
corporation,

PLAINTIFF

vs

CHARLES W. SADDUE

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO., 10,329

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J U D G M E N T

This day came the Plaintiff in said cause, and the defendant, having been duly and legally summoned to appear and answer the Summons and Complaint on this day, came not, but made default; and the same being considered by the Court, together with the evidence offered by the plaintiff, it is hereby, ORDERED, ADJUDGED AND DECREED BY the Court:

1. That judgment be and the same is hereby rendered in favor of the plaintiff and against the defendant for the sum of Three hundred, ninety-nine and 36/100 (\$399.36) Dollars, as damages, together with the costs in this behalf expended for all of which execution may issue;

2. That, as against this judgment and execution thereon, there is no exemption as to personal property.

3. That the aforesaid sum herein awarded plaintiff as damages, together with legal interest thereon and all costs in this behalf expended be, and the same is hereby adjudged to be the sole and entire amount and debt owed plaintiff by the defendant, and herein reduced to judgment and that, in the event said sum be paid to plaintiff by defendant pursuant to this judgment, together with all such interest and costs, then, in such event, this judgment shall be and the same is hereby adjudged to be satisfied in full.

DONE this the ____ day of _____, 1972.

Circuit Judge

NOTICE OF GARNISHMENT TO DEFENDANT.

First Alabama Bank of Montgomery, N. A.
f/d/b/a First National Bank of Montgomery, THE STATE OF ALABAMA

vs.

Charles Sadhue

Defendant

Ronnie Mullins Ford

Garnishee

Baldwin
Montgomery, County
IN THE CIRCUIT COURT OF
Baldwin MONTGOMERY COUNTY

Term, 19 77

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

You are hereby commanded to notify Charles Sadhue (aka Chuck Sadhue)

that on the 28th day of April, 1977, a Writ of Garnishment in the
above stated case was issued to Ronnie Mullins Ford, Evergreen, Alabama

as Garnishee.

And you will return this Writ according to law.

WITNESS my hand this 28th day of April, 1977

Ernie B. Black
Clerk

5-3-77
5-1-77

10-329 1/2

Received in office **RECEIVED** day
of MAY 2 1977, 19

THOMAS H. BENTON Sheriff.
SHERIFF

Executed by serving a copy of the within
Writ on Charles Sadhue

3 day of May
19 77.

Edwin L. Booker
Sheriff.

L. Ferrell
Deputy.

PLEASE SERVE DEFENDANT AT
RONNIE MULLINS FORD
EVERGREEN, ALABAMA

Conesult Co.

In the Circuit Court
of ~~Montgomery~~
BALDWIN

First Alabama Bank of Montgomery,
N.A., f/d/b/a First National Bank
of Montgomery

vs.

Charles Sadhue
Defendant

Ronnie Mullins Ford
Garnishee

Notice of Garnishment
to Defendant

W. MARK ANDERSON, III
ATTORNEY AT LAW
428 SOUTH PERRY, SUITE A
MONTGOMERY ALABAMA 36104

THE STATE OF ALABAMA.

Montgomery County
Baldwin

Personally appeared before me, ~~Pauline C. Edwards~~ Clerk of the Circuit Court in and for said County

W. Mark Anderson, III

Who being duly sworn, deposes and saith that First Alabama Bank of Montgomery, N. A. f/d/b/a First National Bank of Montgomery at the September Term, A.D., 19 72 of the Circuit Court of ~~Montgomery~~ Baldwin County recovered a judgment

against Charles W. Sadhue (aka Chuck Sadhue)

for the sum of \$399.36

Dollars,

and the further sum of \$18.00

Dollars,

cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that

Ronnie Mullins Ford
Evergreen, Alabama

has in its or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it is or is believed to be indebted to the defendant, or to be liable to defendant 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.

Sworn to and subscribed before me this

19 77

W. Mark Anderson, III
W. Mark Anderson, III

Clerk of the Circuit Court of ~~Montgomery~~ Baldwin County

This is a good and sufficient bond if presented to me in my County I would approve same.

FILED

APR 28 1977

EUNICE B. BLACKMON
CIRCUIT CLERK

SHERIFF

DEPUTY SHERIFF

RECEIVED

MAY 2 1977

Received in office this the 3 day of May, 19 77
I have executed the within by leaving a copy thereof with Ronnie Mullins Ford
defendant named herein
By Eunice B. Blackmon
First Alabama Bank of Montgomery, N. A. f/d/b/a First National Bank of Montgomery,
No. 10 day of May, 19 77
S. J. Crocker, Sheriff

vs.

Charles W. Sadhue

Defendant.

Ronnie Mullins Ford
Evergreen, Alabama

Garnishee.

Baldwin County
Circuit Court of

WRIT OF GARNISHMENT

W. MARK ANDERSON, III
ATTORNEY AT LAW
428 SOUTH PERRY, SUITE A
MONTGOMERY ALABAMA 36104

Plaintiff's Attorney.

W. MARK ANDERSON, III
ATTORNEY AT LAW
428 SOUTH PERRY, SUITE A
MONTGOMERY ALABAMA 36104

Concord Co

THE STATE OF ALABAMA,
Baldwin
~~Montgomery~~ County

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

WHEREAS, W. Mark Anderson, III, as Attorney for First Alabama Bank of Montgomery, N. A., f/d/b/a First National Bank of Montgomery, Plaintiff

has made affidavit as required by law that
Plaintiff at the September Term, A.D. 1972 of the Circuit Court of Baldwin County recovered a judgment against Charles W. Sadhue (aka Chuck Sadhue)

for the sum of \$399.36 Dollars,

and the further sum of \$18.00 Dollars,

cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment and that

Ronnie Mullins Ford
Evergreen, Alabama

has, or is believed to have in in its possession or under its control, money or effects belonging to the defendant, or that it is or is believed to be indebted to the defendant, or to be liable to Charles W. Sadhue 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.

THESE ARE THEREFORE TO COMMAND YOU, that you summon the said

Ronnie Mullins Ford
Evergreen, Alabama

to be and appear at the next Term of Circuit Court of Baldwin County to be holden for said County within thirty days after the service of this Writ of Garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control any money or effects belonging to the defendant; and whether it is indebted to said defendant, or is liable to said defendant on any contract for the payment of money or 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.

Witness: ~~James G. Evans~~, Clerk of said Court at office, this 77 day of Grace B. Blackman Clerk

☒ MINICODE

20% of net wages if net wages exceed \$143.75. If net wages below \$115.00 — no deduction. If net is between \$115 & \$143.75 — take out all in excess of \$115.00.

☐ OTHER THAN MINICODE

Withhold 25% of net wages if net wages exceed \$92.00. If net wages below \$69.00 — no deduction. If net is between \$69.00 & \$92.00 take out all in excess of \$69.00.

Garnishee to withhold the following:

Judgment	\$ 399.36
Cost incurred in original case	\$ 18.00
Cost of this garnishment proceeding	\$ 14.00 Estimated

TOTAL..... 431.36

THE STATE OF ALABAMA,

~~Montgomery~~ County
Baldwin

Personally appeared before me, ~~James O. Edwards~~ Clerk of the Circuit Court in and for said County

W. Mark Anderson, III

Who being duly sworn, deposes and saith that First Alabama Bank of Montgomery, N. A. f/d/b/a First National Bank of Montgomery at the September Term, A.D. 19 72 of the Circuit Court of ~~Montgomery~~ Baldwin County recovered a judgment against Charles W. Sadhue (aka Chuck Sadhue)

for the sum of \$399.36

Dollars,

and the further sum of \$18.00

Dollars,

cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that

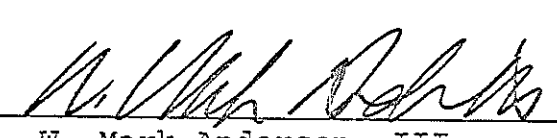
Ronnie Mullins Ford
Evergreen, Alabama

has in its or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it is or is believed to be indebted to the defendant, or to be liable to defendant 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.

Sworn to and subscribed before me this
day of

19 77

Clerk of the Circuit Court of ~~Montgomery~~ County
Baldwin


W. Mark Anderson, III

FILED

APR 28 1977

EUNICE B. BLACKMON CIRCUIT
CLERK

No.

First Alabama Bank of Montgomery,
N. A. f/d/b/a First National Bank
of Montgomery,

vs.

Charles W. Sadhue

Defendant.

Ronnie Mullins Ford
Evergreen, Alabama

Garnishee.

Circuit Court of ~~Montgomery~~ Baldwin County

WRIT OF GARNISHMENT

W. MARK ANDERSON, III
ATTORNEY AT LAW
428 SOUTH PERRY, SUITE A
MONTGOMERY ALABAMA 36104

Plaintiff's Attorney.

W. MARK ANDERSON, III
ATTORNEY AT LAW
428 SOUTH PERRY, SUITE A
MONTGOMERY ALABAMA 36104

THE STATE OF ALABAMA,

Baldwin
~~Montgomery~~ County

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

WHEREAS, W. Mark Anderson, III, as Attorney for First Alabama Bank of Montgomery, N. A., f/d/b/a First National Bank of Montgomery, Plaintiff has made affidavit as required by law that

Plaintiff at the September Term, A.D. 1972 of the Circuit Court of Baldwin County recovered a

judgment against Charles W. Sadhue (aka Chuck Sadhue)

for the sum of \$399.36

Dollars,

and the further sum of \$18.00

Dollars,

cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment and that

Ronnie Mullins Ford
 Evergreen, Alabama

has, or is believed to have in in its possession or under its control, money or effects belonging to the defendant, or that it is or is believed to be indebted to the defendant, or to be liable to Charles W. Sadhue 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.

THESE ARE THEREFORE TO COMMAND YOU, that you summon the said

Ronnie Mullins Ford
 Evergreen, Alabama

to be and appear at the next Term of Circuit Court of Baldwin County to be holden for said County within thirty days after the service of this Writ of Garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control any money or effects belonging to the defendant; and whether it is indebted to said defendant, or is liable to said defendant on any contract for the payment of money or 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.

Witness: ~~Peeling G. Subens~~ Clerk of said Court at office, this

A.D., 19 77

day of

Clerk

- ☒ MINICODE
 20% of net wages if net wages exceed \$143.75. If net wages below \$115.00 — no deduction. If net is between \$115 & \$143.75 — take out all in excess of \$115.00.
- ☐ OTHER THAN MINICODE
 Withhold 25% of net wages if net wages exceed \$92.00. If net wages below \$69.00 — no deduction. If net is between \$69.00 & \$92.00 take out all in excess of \$69.00.

Garnishee to withhold the following:

Judgment	\$ 399.36
Cost incurred in original case	\$ 18.00
Cost of this garnishment proceeding	\$ 14.00 Estimated
TOTAL.....	431.36

W. MARK ANDERSON, III

ATTORNEY AT LAW

428 S. PERRY STREET

SUITE "A"

MONTGOMERY, ALABAMA 36104

TELEPHONE 262-6694

AREA CODE 205

April 27, 1977

10,329 1/2

Mrs. Eunice B. Blackmon
Clerk, Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: First National Bank of
Montgomery v. Charles W.
Sadhue - Case No. 10329

Dear Mrs. Blackmon:

Please file the enclosed garnishment for me. I would appreciate it if you would notify me as to the date of service. Also enclosed is my check for \$9.00 for court costs

Thank you for your assistance.

Yours very truly,


W. Mark Anderson, III

WMAIII/db
Enclosures

W. MARK ANDERSON, III

ATTORNEY AT LAW

~~WESTERN COMMERCIAL BANK~~

428 SOUTH PERRY STREET

MONTGOMERY, ALABAMA 36104

TELEPHONE (205) 262-6694

May 19, 1978

Judge Harry J. Wilters, Jr.
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: First Alabama Bank
v. Sadhue
Case No. 10,329 ✓

Dear Judge Wilters:

I have received a copy of your Order relating to this and other pending garnishment cases. In view of the fact that the Defendant is in Debtor's Court, I believe that this garnishment can be dismissed.

Yours very truly,



W. Mark Anderson, III
Attorney for Plaintiff

WMAIII/db

W. MARK ANDERSON, III
ATTORNEY AT LAW
TWENTY COMMERCE ROW
529 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104
TELEPHONE (205) 262-6694

February 15, 1980

Mrs. Eunice B. Blackmon, Clerk
Baldwin County Circuit Court
Bay Minette, Alabama 36507

Re: First Alabama Bank of Montgomery
fdba The First National Bank of
Montgomery v. Charles W. Sadhue
Case No. 10,329-1/2 A

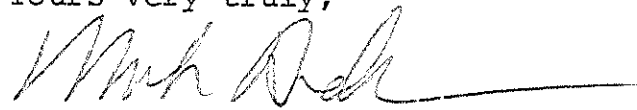
Dear Mrs. Blackmon:

Last year we filed a garnishment in this case against Mr. Sadhue's employment with the Monroe County Sheriff's Department. In November I was advised by the Monroe County attorney, Windell C. Owens, Esq., that Mr. Sadhue had left his job as a Monroe County Deputy Sheriff. Consequently, that garnishment should be dismissed.

Now we have learned that Mr. Sadhue is employed by the Pinkerton Agency in Mobile. Hence, please file the enclosed garnishment against that employment. I am enclosing my check for \$9.00 to cover these garnishment cost.

Please note that the garnishee needs to be served in Mobile County while the Defendant needs to be served in Monroe County. Please use the enclosed post card to notify me when both garnishee and Defendant have been served.

Yours very truly,



W. Mark Anderson, III

WMAIII/cb
Enclosures

W. MARK ANDERSON, III

ATTORNEY AT LAW
TWENTY COMMERCE ROW
529 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104

TELEPHONE (205) 262-6694

April 12, 1979

Office of the Circuit Clerk
Baldwin County Courthouse
Bay Minette, Alabama 36507

Attn: Charlene Powell

Re: First Alabama Bank of Montgomery
f/d/b/a First National Bank of
Montgomery v. Charles W. Sadue
Case No. 10329-1/2A

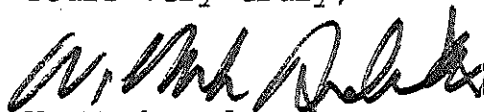
Dear Charlene:

You will recall that I called you today and discussed the failure to obtain service of the garnishment which we filed in this case on or about February 20. You transferred me to Flossie in the Sheriff's office who said that the garnishment papers had been mailed to the Monroe County Sheriff's Office on February 23. I called the Monroe County Sheriff's Office where Garilyn told me that the papers had never been received but confirmed that Mr. Sadhue was employed as a deputy sheriff.

Enclosed is a new set of the garnishment papers. By a copy of this letter, I am advising Flossie and Garilyn of the fact that these papers are being filed. I would appreciate it if Garilyn would notify me in the event that she does not receive the papers in a very short time. I would also appreciate your advising me when there has been a return on the service of the garnishment papers.

I certainly appreciate your co-operation in this matter.

Yours very truly,



W. Mark Anderson, III
Attorney for Plaintiff

WMAIII/dp

CC: Baldwin County Sheriff's Office
Baldwin County Courthouse
Bay Minette, Alabama 36507
Attn: Flossie
CC: Monroe County Sheriff's Office
Monroe County Courthouse
Monroeville, Alabama
CC: First Alabama Bank
Attn: Fran Palmer
Recovery Department

W. MARK ANDERSON, III
ATTORNEY AT LAW
TWENTY COMMERCE ROW
529 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104
TELEPHONE (205) 262-6694

February 20, 1979

Mrs. Eunice B. Blackmon, Clerk
Baldwin County Circuit Court
Bay Minette, Alabama 36507

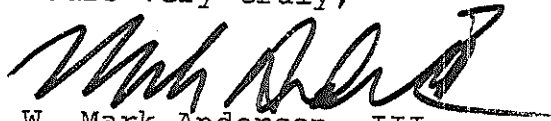
Re: First Alabama Bank of Montgomery
fdba The First National Bank of
Montgomery v. Charles W. Sadhue
Case No. 10,329-1/2

Dear Mrs. Blackmon:

Please file the enclosed garnishment for me. I would appreciate it if you would notify me when the garnishee and defendant have been served. Also enclosed is my check for \$9.00 to cover the costs.

Thank you for your assistance.

Yours very truly,



W. Mark Anderson, III
Attorney for First Alabama Bank

WMAIII/db
Enclosure

W. MARK ANDERSON, III
ATTORNEY AT LAW
TWENTY COMMERCE ROW
529 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104
TELEPHONE (205) 262-6694
March 21, 1979

Mrs. Eunice B. Blackmon, Clerk
Baldwin County Circuit Court
Bay Minette, Alabama 36507

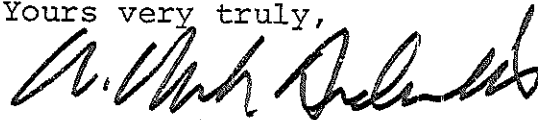
Re: First Alabama Bank of Montgomery
fdba The First National Bank of
Montgomery v. Charles W. Sadhue
Case No. 10,329-1/2A

Dear Mrs. Blackmon:

I would appreciate it if you would notify me on whether the Defendant and garnishee in the above case have been served. If so, on what date and has an answer been filed?

Thank you for your assistance.

Yours very truly,



W. Mark Anderson, III

WMAIII/dp

*Writ or Notice have not been returned
from Sheriff's office.*

W. MARK ANDERSON, III
ATTORNEY AT LAW
TWENTY COMMERCE ROW
529 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104
TELEPHONE (205) 262-6694

May 23, 1979

Hon. Harry J. Wilters, Jr.
Circuit Judge
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: First Alabama Bank
vs. Charles W. Sadhue, Deft.
Monroe County Commission, Garnishee
Case No. 10,329-1/2

Dear Judge Wilters:

We have received your Order regarding the status on pending garnishment cases. Mr. Anderson is out of the City on Army Reserve duty. He will not return until June 4, 1979.

Enclosed is a copy of a letter which we wrote to your Clerk on April 12 which will explain what has happened on this case. After that letter was mailed, Flossie in your Sheriff's office called to tell us that Monroe County had returned the garnishment papers and the garnishee had been served on February 23, 1979, however, they had not noted defendant service and she was returning them for that purpose. A call to Amy in your Clerk's office on May 22 revealed that the papers still had not been returned to the Clerk and that no answer had been filed. We do know that the defendant is employed as a Deputy Sheriff in Monroe County and that the County Commission has been served but has not filed an answer. Hopefully, they are withholding. At any rate, please do not dismiss this garnishment at this time. When Mr. Anderson returns to the office on June 4th, we will try again to get this matter moving.

Thank you for your assistance.

Yours very truly,

Dodie Blue

(Mrs.) Dodie Blue
Secretary to Mr. Anderson

/db
Enclosure

April 12, 1979

Office of the Circuit Clerk
Baldwin County Courthouse
Bay Minette, Alabama 36507

Attn: Charlene Powell

Re: First Alabama Bank of Montgomery
f/d/b/a First National Bank of
Montgomery v. Charles W. Sadue
Case No. 10329-1/2

Dear Charlene:

You will recall that I called you today and discussed the failure to obtain service of the garnishment which we filed in this case on or about February 20. You transferred me to Flossie in the Sheriff's office who said that the garnishment papers had been mailed to the Monroe County Sheriff's Office on February 23. I called the Monroe County Sheriff's Office where Garilyn told me that the papers had never been received but confirmed that Mr. Sadhue was employed as a deputy sheriff.

Enclosed is a new set of the garnishment papers. By a copy of this letter, I am advising Flossie and Garilyn of the fact that these papers are being filed. I would appreciate it if Garilyn would notify me in the event that she does not receive the papers in a very short time. I would also appreciate your advising me when there has been a return on the service of the garnishment papers.

I certainly appreciate your co-operation in this matter.

Yours very truly,

W. Mark Anderson, III
Attorney for Plaintiff

WMAIII/dp

CC: Baldwin County Sheriff's Office
Baldwin County Courthouse
Bay Minette, Alabama 36507
Attn: Flossie
CC: Monroe County Sheriff's Office
Monroe County Courthouse
Monroeville, Alabama
CC: First Alabama Bank
Attn: Fran Palmer
Recovery Department

PROCESS OF GARNISHMENT
Title 7, Sec. 997-999

Case Number

Form C-21 Rev 8/77

10,329-1/2A
ID YR Number

THE CIRCUIT COURT OF BALDWIN COUNTY

Plaintiff: First Alabama Bank of Montgomery, N. A.
fdba The First National Bank of Montgomery
Attorney: W. Mark Anderson, III

Defendant: Charles W. Sadhue
Attorney:
Judgment Date: September 6, 1972

Garnishee: Pinkerton Agency
Address: 900 Western America Circle
Mobile, Alabama 36609

Judgment/Decree: (Balance) 270.12
Costs 18.00
Interest Other 14.40
TOTAL \$302.52

AFFIDAVIT

I make oath that I have obtained the above judgment and believe the named garnishee is indebted to the defendant or has effects of the defendant under his control. I believe that a process of garnishment against the said garnishee is necessary to obtain satisfaction of the judgment.

This garnishment is ~~not~~ subject to restrictions of Section II, Act No. 2052, Alabama Law, 1971, Title 5, Chap. 14, Code of Alabama (Minicode).

FILED

Sworn and Signed Before Me This
15 Day of February, 1980 FEB 22 1980

Dorothy Blue
Notary Public/Clerk/Register (Signature)

EUNICE B. BLACKMON

W. Mark Anderson
Clerk/Affiant/Attorney (Signature)

WRIT OF GARNISHMENT

TO ANY LAWFUL OFFICER OF THE STATE OF ALABAMA:

You are hereby commanded to serve Process of Garnishment on Garnishee Pinkerton Agency, 900 Western America Circle, Mobile, Alabama 36609 and a copy on defendant Charles W. Sadhue, Alabama River Pulp Co., Claiborne, Alabama

NOTICE TO GARNISHEE: YOU ARE THE GARNISHEE IN THE ABOVE ACTION. You must complete and file the enclosed answer within thirty days from service of this process. You must answer

- (1) as to whether you are or were indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or
- (2) whether you will be indebted to him in the future by existing contract or
- (3) whether by existing contract you are liable to him for the delivery of personal property or for the payment of money.

If you fail to file an answer, the plaintiff can proceed for judgment against you for the amount of his claim plus costs. Mailing the notarized answer form to the clerk of the court at the address below constitutes making a proper appearance in the court.

You are further commanded to RETAIN OF WAGES, SALARY OR OTHER COMPENSATION in accordance with instructions contained in the paragraph (X) below:

25 per cent of disposable earnings, or the amount by which his disposable earnings exceed thirty times the Federal minimum hourly wage per week, whichever is less,

OR

☒ 20 per cent of disposable earnings, or the amount by which his disposable earnings exceed fifty times the Federal minimum hourly wage per week, whichever is less,

DUE TO BECOME DUE TO SAID DEFENDANT, DURING SUCH PERIOD OF TIME AS NECESSARY TO ACCUMULATE THE SUM OF \$302.52 (judgment and cost), and when SAID SUM IS ACCUMULATED, SAID GARNISHEE IS REQUIRED BY LAW TO PAY SAME INTO COURT IMMEDIATELY, AND IF EMPLOYMENT OF DEFENDANT IS TERMINATED BEFORE SAID SUM IS ACCUMULATED, THEN GARNISHEE IS REQUIRED BY LAW TO REPORT TERMINATION AND PAY INTO COURT WITHIN 15 DAYS AFTER TERMINATION, ALL SUMS WITHHELD.

Issued 2/22, 1980

Eunice B. Blackmon
Clerk/Register (Signature) (Deputy Clerk Initials)

This process executed by serving a copy on _____, Garnishee this
day of _____, 19____ by _____ Defendant served
this day of _____, 19____ by _____

PROCESS OF GARNISHMENT (only)
Title 7, Sec. 997-999

Case Number

10,329-1/2A
ID YR Number

THE CIRCUIT

COURT OF BALDWIN

COUNTY

Plaintiff: First Alabama Bank of Montgomery, N. A.

Attorney: fdba The First National Bank of Montgomery

Attorney: W. Mark Anderson, III

Defendant: Charles W. Sadhue

Attorney:

Judgment Date: September 6, 1972

Garnishee: Pinkerton Agency

Address: 900 Western America Circle
Mobile, Alabama 36609

Judgment/Decree: (Balance)	270.12
Costs	18.00
Interest Other	14.40
TOTAL	\$302.52

AFFIDAVIT

I make oath that I have obtained the above judgment and believe the named garnishee is indebted to the defendant or has effects of the defendant under his control. I believe that a process of garnishment against the said garnishee is necessary to obtain satisfaction of the judgment.

This garnishment is ~~not~~ subject to restrictions of Section II, Act No. 2052, Alabama Law, 1971, Title 5, Chap. 14, Code of Alabama (Minicode).

Sworn and Signed Before Me This

15 Day of February, 1980

Eunice B. Blackmon
Notary Public/Clerk/Registrar (Signature)

EUNICE B. BLACKMON

Clerk/Registrar

Affiant/Attorney

(Signature)

WRIT OF GARNISHMENT

TO ANY LAWFUL OFFICER OF THE STATE OF ALABAMA:

You are hereby commanded to serve Process of Garnishment on Garnishee Pinkerton Agency, 900 Western America Circle, Mobile, Alabama 36609 and a copy on defendant Charles W. Sadhue, Alabama River Pulp Co., Claiborne, Alabama

NOTICE TO GARNISHEE: YOU ARE THE GARNISHEE IN THE ABOVE ACTION. You must complete and file the enclosed answer within thirty days from service of this process. You must answer

- (1) as to whether you are or were indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or
- (2) whether you will be indebted to him in the future by existing contract or
- (3) whether by existing contract you are liable to him for the delivery of personal property or for the payment of money.

If you fail to file an answer, the plaintiff can proceed for judgment against you for the amount of his claim plus costs. Mailing the notarized answer form to the clerk of the court at the address below constitutes making a proper appearance in the court.

You are further commanded to RETAIN OF WAGES, SALARY OR OTHER COMPENSATION in accordance with instructions contained in the paragraph (X) below:

☐ 25 per cent of disposable earnings, or the amount by which his disposable earnings exceed thirty times the Federal minimum hourly wage per week, whichever is less,

OR

☒ 20 per cent of disposable earnings, or the amount by which his disposable earnings exceed fifty times the Federal minimum hourly wage per week, whichever is less,

DUE TO BECOME DUE TO SAID DEFENDANT, DURING SUCH PERIOD OF TIME AS NECESSARY TO ACCUMULATE THE SUM OF \$302.52 (judgment and cost), and when SAID SUM IS ACCUMULATED, SAID GARNISHEE IS REQUIRED BY LAW TO PAY SAME INTO COURT IMMEDIATELY, AND IF EMPLOYMENT OF DEFENDANT IS TERMINATED BEFORE SAID SUM IS ACCUMULATED, THEN GARNISHEE IS REQUIRED BY LAW TO REPORT TERMINATION AND PAY INTO COURT WITHIN 15 DAYS AFTER TERMINATION, ALL SUMS WITHHELD.

Issued 2/22, 1980

Eunice B. Blackmon
Clerk/Register (Signature)

(Deputy Clerk Initials)

This process executed by serving a copy on Mr. Brandon, Secretary, Pinkerton Agency this 29 day of Feb, 1980 by Deputy D. H. Harrison Defendant served this 23 day of April, 1980 by Griff Wiggins

Thomas J. Purvis, Sheriff
Mobile County

GARNISHMENT PROVISIONS OF THE ALABAMA CONSUMER CREDIT ACT

Title 5, Section 326, of the Code of Alabama limits the amount of an employee's disposable earnings which may be made subject to garnishment.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings of an individual remaining after deduction of amounts required by law to be withheld. Examples of such deductions are (1) Federal Income Tax, (2) Federal Social Security Tax, (3) State and City Tax. Disposable earnings do not include periodic payments pursuant to a pension, retirement, or disability program.

RESTRICTIONS ON GARNISHMENT: Garnishment is subject to the restrictions of Title 5, Section 326, Title 7, Sections 630 and 995 et seq., of the Code of Alabama, and Title 15, Section 1673, of the United States Code.

PROTECTION AGAINST DISCHARGE: Title 15, Section 1674, of the United States Code prohibits an employer from discharging any employee because his earnings have been subject to garnishment for any one indebtedness.

10, 329 1/2 A

RECEIVED

FEB 27 1980

THOMAS H. BENTON
SHERIFF

LENWOOD SAGER, SHERIFF
Monroe County Court House
Monroeville, Ala. 36460

SHERIFF'S SUMMONS AND RETURN

Case Number

10,329-1/2

10 YR Number

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Plaintiff:

Defendant:

First Alabama Bank of Montgomery, N.Avs. Charles W. Sadhue

In The Matter Of: Garnishment

To Any Sheriff Of The State of Alabama or Any Other Authorized Person:

You are ordered to deliver the ~~enclosed~~/attached document to the address and make return.

April 16, 1979

Clerk:

I Hereby Certify That I Personally Delivered A Copy of The Enclosed/Attached Document To:

on _____, 19____

Law Enforcement Officer

PROCESS OF GARNISHMENT
TITLE 7, SEC. 997-999

Case Number

10,329-1/2

ID YR Number

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Plaintiff's Name FIRST ALABAMA BANK OF MONTGOMERY, N. A.

Plaintiff's Attorney W. Mark Anderson, III

Defendant's Name CHARLES W. SADHUE

Address c/o Monroe County Commission
County Courthouse
Monroeville, Alabama

Judgment Date September 6, 1972

Judgment/

Decree (Balance) 334.59

Costs 18.00

Other 9.00

Other

Total \$ 361.59

Garnishee's Name MONROE COUNTY COMMISSION

AFFIDAVIT

The affiant appeared before me and made oath that the plaintiff obtained the above judgment and believes the named garnishee is indebted to the defendant or has effects of the defendant under his control. The affiant believes that a process of garnishment against the said garnishee is necessary to obtain satisfaction of the judgment.

This garnishment is/is not subject to restrictions of Section II, Act No. 2052, Alabama Law, 1971, Title 5, Chap. 14, Code of Alabama (Minicode).

Sworn and Signed Before Me
This 20 Day of February 79

Affiant W. Mark Anderson, III
Twenty Commerce Row
529 South Perry Street
Montgomery, Alabama 36104

Notary Public COBEX

NOTICE TO GARNISHEE

You are the garnishee in the above action. You must complete and file the enclosed answer within thirty days from service of this process. You must answer (1) as to whether you are or were indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or (2) whether you will be indebted to him in the future by existing contract or (3) whether by existing contract you are liable to him for the delivery of personal property or for the payment of money.

If you fail to file an answer, the plaintiff can proceed for judgment against you for the amount of his claim plus costs.

Mailing the notarized answer form to the clerk of the court at the address below constitutes making a proper appearance in the court.

SEE REVERSE FOR INSTRUCTIONS

Garnishee's Name MONROE COUNTY COMMISSION

Address County Courthouse
Monroeville, Alabama

Court Address

Monroe County Courthouse

Monroeville, Alabama

GARNISHMENT PROVISIONS OF THE ALABAMA CONSUMER CREDIT ACT

Title 5, Section 326, of the Code of Alabama limits the amount of an employee's disposable earnings which may be made subject to garnishment.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings of an individual remaining after deduction of amounts required by law to be withheld. Examples of such deductions are (1) Federal Income Tax, (2) Federal Social Security Tax, (3) State and City Tax. Disposable earnings do not include periodic payments pursuant to a pension, retirement, or disability program.

RESTRICTIONS ON GARNISHMENT: Garnishment is subject to the restrictions of Title 5, Section 326, Title 7, Sections 630 and 995 et seq., of the Code of Alabama, and Title 15, Section 1673, of the United States Code.

PROTECTION AGAINST DISCHARGE: Title 15, Section 1674, of the United States Code prohibits an employer from discharging any employee because his earnings have been subject to garnishment for any one indebtedness.

State of Alabama
Supreme Court
Dept. of Court Mgmt.

Form SC-C-15 11-77

SHERIFF'S SUMMONS AND RETURN

Case Number

10,329-1/2

ID YR Number

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Plaintiff:

Defendant:

First Alabama Bank of Montgomery, N.A. vs. Charles W. Sadhue

In The Matter Of: Garnishment

To Any Sheriff Of The State of Alabama or Any Other Authorized Person:

You are ordered to deliver the ~~enclosed~~/attached document to the address and make return.

April 16, 1979

Clerk:

I Hereby Certify That I Personally Delivered A Copy of The Enclosed/Attached Document To:

on , 19

Law Enforcement Officer

PROCESS OF GARNISHMENT
TITLE 7, SEC. 997-999

Case Number

10,329-1/2

ID YR Number

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Plaintiff's Name FIRST ALABAMA BANK OF MONTGOMERY, N. A.

Plaintiff's Attorney W. Mark Anderson, III

Defendant's Name CHARLES W. SADHUE
c/o Monroe County Commission
Address County Courthouse
Monroeville, Alabama

Judgment Date September 6, 1972
Judgment/
Decree (Balance) 334.59
Costs 18.00
Other 9.00
Other
Total \$ 361.59

Garnishee's Name MONROE COUNTY COMMISSION

AFFIDAVIT

The affiant appeared before me and made oath that the plaintiff obtained the above judgment and believes the named garnishee is indebted to the defendant or has effects of the defendant under his control. The affiant believes that a process of garnishment against the said garnishee is necessary to obtain satisfaction of the judgment.

This garnishment is/is not subject to restrictions of Section II, Act No. 2052, Alabama Law, 1971, Title 5, Chap. 14, Code of Alabama (Minicode).

Sworn and Signed Before Me
This 20 Day of February 79

Affiant W. Mark Anderson, III
Twenty Commerce Row
529 South Perry Street
Montgomery, Alabama 36104

Notary Public ~~XXXX~~

NOTICE TO GARNISHEE

You are the garnishee in the above action. You must complete and file the enclosed answer within thirty days from service of this process. You must answer (1) as to whether you are or were indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or (2) whether you will be indebted to him in the future by existing contract or (3) whether by existing contract you are liable to him for the delivery of personal property or for the payment of money.

If you fail to file an answer, the plaintiff can proceed for judgment against you for the amount of his claim plus costs.

Mailing the notarized answer form to the clerk of the court at the address below constitutes making a proper appearance in the court.

SEE REVERSE FOR INSTRUCTIONS

Garnishee's Name MONROE COUNTY COMMISSION

Address County Courthouse
Monroeville, Alabama

Court Address

Monroe County Courthouse
Monroeville, Alabama

GARNISHEE'S ANSWER

Case Number

10,329-1/2
ID YR Number

IN THE _____ CIRCUIT

COURT OF _____ BALDWIN

_____ COUNTY

Plaintiff FIRST ALABAMA BANK OF
MONTGOMERY, N. A.

Defendant

CHARLES W. SADHUE

vs.

Garnishee MONROE COUNTY COMMISSION

Address Monroe County Courthouse
Monroeville, Alabama

After reading the garnishment rules on the reverse side of the Process of Garnishment, check the appropriate answer below and sign.

☐ Defendant is employed by me and I will withhold from the salary, wages, or compensation, as required, and pay total into court.

☐ I have in my possession or control property or money belonging to the defendant, which is not wages, salary or compensation, namely:

_____ and am holding same subject to orders of the court.

☐ Defendant not employed—garnishee not indebted to the defendant when process was received, or when making this answer, or during intervening time, and have not in my possession or control any belongings of the defendant.

☐ Other (Explain): _____

Sworn To and Signed Before Me This

Garnishee _____

____ Day of _____, 19____.

Notary Public/Clerk _____

Copy (called + held) "COPY" Original LOST in Mail

State of Alabama
Supreme Court
Dept. of Court Mgmt.

Form SC-C-21 11-77

**PROCESS OF GARNISHMENT
TITLE 7, SEC. 997-999**

Case Number

ID 10 YR 329-1/2 Number

IN THE _____ CIRCUIT _____ COURT OF _____ BALDWIN _____ COUNTY

Plaintiff's Name FIRST ALABAMA BANK OF MONTGOMERY, N. A.

Plaintiff's Attorney W. Mark Anderson, III

Judgment Date September 6, 1972

Judgment/Decree (Balance) 334.59

Costs 18.00

Other 9.00

Other

Total \$ 361.59

Defendant's Name CHARLES W. SADHUE

Address c/o Monroe County Commission
County Courthouse
Monroeville, Alabama


Garnishee's Name MONROE COUNTY COMMISSION

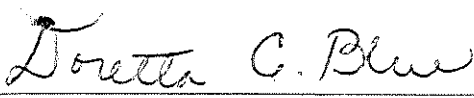
AFFIDAVIT

The affiant appeared before me and made oath that the plaintiff obtained the above judgment and believes the named garnishee is indebted to the defendant or has effects of the defendant under his control. The affiant believes that a process of garnishment against the said garnishee is necessary to obtain satisfaction of the judgment.

This garnishment is/is not subject to restrictions of Section II, Act No. 2052, Alabama Law, 1971, Title 5, Chap. 14, Code of Alabama (Minicode).

Sworn and Signed Before Me
This 20 Day of February 1979


Affiant W. Mark Anderson, III
Twenty Commerce Row
529 South Perry Street
Montgomery, Alabama 36104


Notary Public ~~XXXX~~

NOTICE TO GARNISHEE

You are the garnishee in the above action. You must complete and file the enclosed **answer within thirty days** from service of this process. You must answer (1) as to whether you are or were indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or (2) whether you will be indebted to him in the future by existing contract or (3) whether by existing contract you are liable to him for the delivery of personal property or for the payment of money.

If you fail to file an answer, the plaintiff can proceed for judgment against you for the amount of his claim plus costs.

Mailing the notarized answer form to the clerk of the court at the address below constitutes making a proper appearance in the court.

SEE REVERSE FOR INSTRUCTIONS

Court Address

Garnishee's Name MONROE COUNTY COMMISSION

Monroe County Courthouse

Address County Courthouse
Monroeville, Alabama

Monroeville, Alabama

GARNISHMENT PROVISIONS OF THE ALABAMA CONSUMER CREDIT ACT

Title 5, Section 326, of the Code of Alabama limits the amount of an employee's disposable earnings which may be made subject to garnishment.

DISPOSABLE EARNINGS DEFINED: An employee's "disposable earnings" means that part of earnings of an individual remaining after deduction of amounts required by law to be withheld. Examples of such deductions are (1) Federal Income Tax, (2) Federal Social Security Tax, (3) State and City Tax. Disposable earnings do not include periodic payments pursuant to a pension, retirement, or disability program.

RESTRICTIONS ON GARNISHMENT: Garnishment is subject to the restrictions of Title 5, Section 326, Title 7, Sections 630 and 995 et seq., of the Code of Alabama, and Title 15, Section 1673, of the United States Code.

PROTECTION AGAINST DISCHARGE: Title 15, Section 1674, of the United States Code prohibits an employer from discharging any employee because his earnings have been subject to garnishment for any one indebtedness.

State of Alabama
Supreme Court
Dept. of Court Mgmt.

Form SC-C-15 11-77

SHERIFF'S SUMMONS AND RETURN

Case Number

10,329-1/2

ID YR Number

IN THE _____ CIRCUIT _____ COURT OF _____ BALDWIN _____ COUNTY

Plaintiff:

Defendant:

First Alabama Bank of Montgomery, N.Avs. Charles W. Sathue

In The Matter Of: Garnishment

To Any Sheriff Of The State of Alabama or Any Other Authorized Person:

You are ordered to deliver the ~~enclosed~~/attached document to the address and make return.

April 16, 1979

Clerk: _____

I Hereby Certify That I Personally Delivered A Copy of The Enclosed/Attached Document To:

_____ on _____, 19____

Law Enforcement Officer

10,329 $\frac{1}{2}$ A
Lunishment

PROCESS OF GARNISHMENT
Title 7, Sec. 997-999

Case Number

10,329-1/2
ID YR Number

THE CIRCUIT COURT OF BALDWIN COUNTY

First Alabama Bank of Montgomery, N. A.

Plaintiff: fdba The First National Bank of Montg. Defendant: Charles W. Sadhue

Attorney: W. Mark Anderson, III

Attorney:

Judgment Date: September 6, 1972

Garnishee: Monroe County Commission

Judgment/Decree: (Balance) 334.59

Address: County Courthouse
Monroeville, Alabama

Costs

Other

TOTAL ~~AMOUNT WILL BE REMITTED~~
~~AT A LATER DATE~~

AFFIDAVIT

I make oath that I have obtained the above judgment and believe the named garnishee is indebted to the defendant or has effects of the defendant under his control. I believe that a process of garnishment against the said garnishee is necessary to obtain satisfaction of the judgment.

This garnishment is ~~not~~ subject to restrictions of Section II, Act No. 2052, Alabama Law, 1971, Title 5, Chap. 14, Code of Alabama (Minicode).

FILED

Sworn and Signed Before Me This

20th Day of February, 1979 FEB 21 1979

Dorothy C. Blue

Notary Public

(Signature)

UNICE B. BLACKMON

Assistant/Attorney

(Signature)

CLERK

WRIT OF GARNISHMENT

TO ANY LAWFUL OFFICER OF THE STATE OF ALABAMA:

You are hereby commanded to serve Process of Garnishment on Garnishee Monroe County Commission
County Courthouse, Monroeville, Ala. and a copy on defendant Charles W. Sadhue, Monroe
County Sheriff's Department

NOTICE TO GARNISHEE: YOU ARE THE GARNISHEE IN THE ABOVE ACTION. You must complete and file the enclosed answer within thirty days from service of this process. You must answer

- (1) as to whether you are or were indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or
- (2) whether you will be indebted to him in the future by existing contract or
- (3) whether by existing contract you are liable to him for the delivery of personal property or for the payment of money.

If you fail to file an answer, the plaintiff can proceed for judgment against you for the amount of his claim plus costs.

Mailing the notarized answer form to the clerk of the court at the address below constitutes making a proper appearance in the court.

You are further commanded to RETAIN OF WAGES, SALARY OR OTHER COMPENSATION in accordance with instructions contained in the paragraph (X) below:

 25 per cent of disposable earnings, or the amount by which his disposable earnings exceed thirty times the Federal minimum hourly wage per week, whichever is less,

OR

 X 20 per cent of disposable earnings, or the amount by which his disposable earnings exceed fifty times the Federal minimum hourly wage per week, whichever is less.

DUE TO BECOME DUE TO SAID DEFENDANT, DURING SUCH PERIOD OF TIME AS NECESSARY TO ACCUMULATE THE SUM OF \$ 361.59 (judgment and cost), and when SAID SUM IS ACCUMULATED, SAID GARNISHEE IS REQUIRED BY LAW TO PAY SAME INTO COURT IMMEDIATELY, AND IF EMPLOYMENT OF DEFENDANT IS TERMINATED BEFORE SAID SUM IS ACCUMULATED, THEN GARNISHEE IS REQUIRED BY LAW TO REPORT TERMINATION AND PAY INTO COURT WITHIN 15 DAYS AFTER TERMINATION, ALL SUMS WITHHELD.

Issued 2-22, 19 79

Unice B. Blackmon

Clerk/Register

(Signature)

(Deputy Clerk
Initials)

This process executed by serving a copy on _____, Garnishee this
_____ day of _____, 19 _____ by _____, Defendant served
this _____ day of _____, 19 _____ by _____

PROCESS OF GARNISHMENT
TITLE 7, SEC. 997-999

Case Number

10,329-1/2

NO YR Number

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Plaintiff's Name FIRST ALABAMA BANK OF
MONTGOMERY, N. A.

Plaintiff's Attorney W. Mark Anderson, III

Judgment Date September 6, 1972
Judgment/
Decree (Balance) 334.59
Costs 18.00
Other 9.00
Other
Total \$ 361.59

Defendant's Name CHARLES W. SADHUE
c/o Monroe County Commission
Address County Courthouse
Monroeville, Alabama

Garnishee's Name MONROE COUNTY COMMISSION

AFFIDAVIT

The affiant appeared before me and made oath that the plaintiff obtained the above judgment and believes the named garnishee is indebted to the defendant or has effects of the defendant under his control. The affiant believes that a process of garnishment against the said garnishee is necessary to obtain satisfaction of the judgment.

This garnishment is/is not subject to restrictions of Section II, Act No. 2052, Alabama Law, 1971, Title 5, Chap. 14, Code of Alabama (Minicode).

Sworn and Signed Before Me
This 20 Day of February 1979

W. Mark Anderson, III
Affiant W. Mark Anderson, III
Twenty Commerce Row
529 South Perry Street
Montgomery, Alabama 36104

Doretta C. Blue
Notary Public

NOTICE TO GARNISHEE

You are the garnishee in the above action. You must complete and file the enclosed answer within thirty days from service of this process. You must answer (1) as to whether you are or were indebted to the defendant at the time you received this process, or when you make your answer, or during the intervening time, or (2) whether you will be indebted to him in the future by existing contract or (3) whether by existing contract you are liable to him for the delivery of personal property or for the payment of money.

If you fail to file an answer, the plaintiff can proceed for judgment against you for the amount of his claim plus costs.

Mailing the notarized answer form to the clerk of the court at the address below constitutes making a proper appearance in the court.

SEE REVERSE FOR INSTRUCTIONS

Garnishee's Name MONROE COUNTY COMMISSION
Address County Courthouse
Monroeville, Alabama

Court Address
Monroe County Courthouse
Monroeville, Alabama

PROCESS OF GARNISHMENT
TITLE 7, SEC. 997-999

Case Number

10,329-1/2A

Form SC-C-21 11-77

ID YR Number

IN THE CIRCUIT COURT OF BALDWIN COUNTY

Plaintiff's Name First Alabama Bank of Montgomery, N. A. fdba The
Plaintiff's Name First National Bank of Montg.
Attorney W. Mark Anderson, III

Judgment Date September 6, 19 72
Judgment/
Decree (Bal.) \$ 334.59
Costs /27.00
Other _____
Other _____
Total \$ _____

Defendant's Name Charles W. Sadhue
c/o Monroe County Sheriff's
Address Department
Monroeville, Alabama

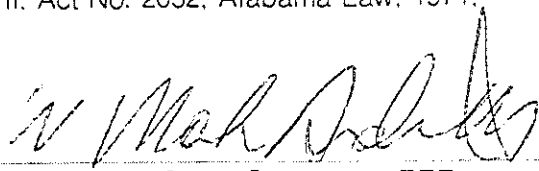
Garnishee's Name Monroe County Commission
County Courthouse
Monroeville, Alabama

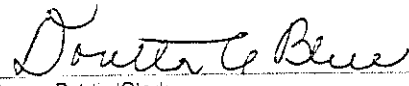
AFFIDAVIT

The affiant appeared before me and made oath that the plaintiff obtained the above judgment and believes the named garnishee is indebted to the defendant or has effects of the defendant under his control. The affiant believes that a process of garnishment against the said garnishee is necessary to obtain satisfaction of the judgment.

This garnishment is ~~is not~~ subject to restrictions of Section II, Act No. 2052, Alabama Law, 1971, Title 5, Chap. 14, Code of Alabama (Minicode).

Sworn and Signed Before Me
This 3 Day of Aug., 19 79.


Affiant W. Mark Anderson, III
Attorney for Plaintiff
Twenty Commerce Row
529 South Perry Street
Montgomery, Alabama 36104


Notary Public/Clerk ~~xxx~~

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SEE REVERSE FOR INSTRUCTIONS

Garnishee's Name Monroe County Commission
Monroe County Courthouse
Address Monroeville, Alabama

Court Address
Eunice B. Blackmon, Circuit Clerk
P. O. Box 239
Bay Minette, AL 36507

W. MARK ANDERSON, III
ATTORNEY AT LAW
TWENTY COMMERCE ROW
529 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104
TELEPHONE (205) 262-6694

May 28, 1979

Monroe County Commission
Courthouse
Monroeville, Alabama 36460

Re: Charles W. Sadhue

Gentlemen:

On February 23, 1979, you were served with a garnishment against the above deputy sheriff. This is a garnishment that I filed in the Baldwin County Circuit Court on behalf of First Alabama Bank of Montgomery. To date, you have not filed an answer in the garnishment case.

I would appreciate your proceeding to file an answer in this case and also advising me of the amount withheld to date. In view of the relatively small amount of the garnishment, it should not take long for you to accumulate the entire amount.

Yours very truly,


W. Mark Anderson, III

WMAIII/db

CC: Hon. Harry J. Wilters Jr.
Circuit Judge
Baldwin County Courthouse
Bay Minette, Alabama 36507

W. MARK ANDERSON, III
ATTORNEY AT LAW
TWENTY COMMERCE ROW
529 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104
TELEPHONE (205) 262-6694

August 6, 1979

Mrs. Eunice B. Blackmon, Clerk
Baldwin County Circuit Court
Bay Minette, Alabama 36507

Re: First Alabama Bank
of Montgomery fdba The
First National Bank of
Montgomery v. Charles W.
Sadhue - Case No. 10,329-1/2A

Dear Mrs. Blackmon:

I am sure that you will recall all the difficulty that you and I have had in attempting to get service of this garnishment on the Monroe County Commission and the Defendant. Having been frustrated in my attempts to locate the original garnishment papers in Monroe County, I have elected to proceed again. Accordingly, new garnishment papers are enclosed. Although I understand that in the interim between our February filing and now, another creditor has obtained a large judgment in Monroe County on which garnishment has been implemented, I would appreciate your attempting to get these papers served as soon as possible.

Please accept my thanks for the efforts of you and your staff to assist us in this case. The difficulty of handling such matters at a distance can often lead to confusion and even misunderstanding, but such is life.

Yours very truly,



W. Mark Anderson, III

WMAIII/db
Enclosures

PLEASE SEND \$9.00 BACK WITH THIS GARNISHMENT. THERE IS A \$9.00 FILING FEE
FOR ALL GARNISHMENTS

W. MARK ANDERSON, III
ATTORNEY AT LAW
TWENTY COMMERCE ROW
529 SOUTH PERRY STREET
MONTGOMERY, ALABAMA 36104
TELEPHONE (205) 262-6694

August 8, 1979

Mrs. Eunice B. Blackmon, Clerk
Baldwin County Circuit Court
Bay Minette, Alabama 36507

Re: First Alabama Bank of Montgomery
fdba The First National Bank of
Montgomery v. Charles W. Sadhue
Case No. 10,329-1/2 A

Dear Mrs. Blackmon:

Once again, I am returning these papers to you, this time with my check for \$9.00.

If you will recall, on both previous instances when I have filed a garnishment in this case, I have sent along a check for \$9.00 which has been returned by you with the notation that no filing fee was charged on garnishments on old civil cases. I did not realize that there had been a change in your procedure.

Yours very truly,



W. Mark Anderson, III

WMAIII/db
Enclosures

GARNISHEE'S ANSWER

Case Number

10,329 1/2 A
ID YR Number

Form C-22 Rev. 8/77

IN THE _____ CIRCUIT COURT OF _____ BALDWIN COUNTY

Plaintiff FIRST ALABAMA BANK OF MONTGOMERY, N. vs. Defendant CHARLES W. SADHUE
fdba THE FIRST NATIONAL BANK OF MONTGOMERY

(Garnishee's Name and Address)

TO: PINKERTON AGENCY
900 Western America Circle #404
Mobile, AL 36609

After reading the garnishment rules on Form C-78 and the Process of Garnishment, check the appropriate answer below and sign. Return white copy to this court and retain green.

☒ Defendant is employed by me and I will withhold from the salary, wages, or compensation, as required, and pay total into court.

☐ I have in my possession or control property or money belonging to the defendant, which is not wages, salary or compensation, namely:

_____ and am holding same subject to orders of the court.

☐ Defendant not employed—garnishee not indebted to the defendant when process was received, or when making this answer, or during intervening time, and have not in my possession or control any belongings of the defendant.

☐ Other (Explain): _____ APR 8 1980

EUNICE B. BLACKMON CIRCUIT CLERK

Pinkerton Security
Garnishee (Signature)

Sworn To and Signed Before Me This

7 Day of April, 19 80

Marie M. Gannan
Notary Public/Clerk/Register (Signature)

RETURN THIS ANSWER TO:

EUNICE B. BLACKMON, Circuit Clerk
P. O. Box 239
Bay Minette, AL 36507

