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

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. D. Browbake, Js.

Enc.

THE STATE OF ALABAMA

Montgomery County

BALDWIN

To any Sheriff of the State of Alabama—GREETING:

You are Hereby Commanded to Summon

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

BALDWIN

to appear before the Circuit Court of Montgomers, 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 11 anch

Plaintiff

19/2

COMPLAINT

THE STATE OF ALABAMA Minette Montgomecy, Alabama

FIRST NATIONAL BANK OF MONTGOMERY, a banking corporation

Baldwin

In the Circuit Court of Worksomery

County

VS.

Term, 1972

CHARLES W. SADHUE

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 accelleration clause which provides that if any of said installments are leration 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.

S. BREWBAKER,

ATTORNEY FOR PLAINTIFF

rile"

MAR 30 1972

EUNICE B. BLACKMON CIRCUIT

Received in office

day of

MAR 3 0 1972

TATILL. MIYS

Sheriff

Executed by serving Charles Sadkus cop of the within. Summons and Complaint on Defendant this the march 3 / day of

Sheriff claims. Ten Cents per mile Total \$_____ TAYLOR WILKINS, Sheriff

DEPUTY SHERIFE.

41768 No. 10,329

FIRST NATIONAL BANK OF MONTGOMERY, a banking corp.

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

CIRCUIT COURT BALDWIN
OF MONTOCOMERY COUNTY

MAR 3 0 1972

Term, 19

TATE SUMMONS AND COMPLAINT

day of

MAR 30 1972

A. D. 19

EUNICE B. BLACKMON CIRCUITI Clerk.

W.S. BREWBAKER, JRPlaintiff's Attorney

SUITE 212 WASHINGTON BLDG. MONTGOMERY, ALA. 36104

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 judgement 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.

Montgomery, Ala. FOR VALUE RECEIVED, the undersigned promises to pay to the order of OO DOLLARS in Lawful Money of the United States at The First National Bank of Montgomery, Montgomery, Ala., said indebtedness being payable in 6 installments of \$56.47 and installments of and same day of each and every month thereafter until 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 THOROUGH & READ THIS CONTRACT BEFORE YOU SIGN IT. Bus

THE FIRST NATIONAL BANK OF MONTGOMERY, a banking corporation,

PLAINTIFF

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10,329

vs

CHARLES W. SADHUE

DEFENDANT

JUDGMENT

*

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.

Johan A. Mablebiero

THE FIRST NATIONAL BANK w IN THE CIRCUIT COURT OF OF MONTGOMERY, a banking \times BALDWIN COUNTY, ALABAMA corporation, × AT LAW PLAINTIFF k * CASE NO., 10, 329 VS 70 'nς CHARLES W. SALMUE 1 7. DEFENDANT 1

JUDGMENT

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 sale 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.

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nd the	same	is	hereby	adju	dged	to	eď	sati	sfied	in	ful.L.		
DONE	this	the		lay o	Ĩ			<i>F</i>	1972.	,			

Circuit Judge

THE FIRST NATIONAL BANK

OF MONTGOMERY, a banking

corporation,

PLAINTIFF

TO SEE NO., 10, 329

CHARLES W. SALMUE

DEFENDANT

TO THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO., 10, 329

**

CHARLES W. SALMUE

**

DEFENDANT

**

JUDGMENT

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 END 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 sale 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.

شسك	Cile	a Sain	9 15	hereby	ad:	judq	ged	to	be	satis	filed	in	ful
DC	ME	this	the		īay	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, TH	IE STATE OF ALABAMA
Charles Sadhue	Baldwin XXMontgomery, County N THE CIRCUIT COURT OF XMONTGOMERY COUNTY
Ronnie Mullins Ford	moderateles COOM!
Garnishee ————	Term, 19_77_
TO ANY SHERIFF OF THE STATE OF ALABAMA—GREE You are hereby commanded to notify Charles Sadhue	
that on the day of, 19.77	
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 day of April	

Clerk

Receive	aritraff)ke	11/100	· ·	day
- E	Cop Presid	V Em La	10	
	S YAM	1977	, 19	
h= ''	THOMAN	, V		
	THOMAS H.	DENTON	SI	neriff.

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

3 day of May

Deputy.

In the Circuit Court of Montgamery BALDWIN

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

VS.

of Montgomery

Charles Sadhue

Ronnie Mullins Ford

W. MARK ANDERSON, III ATTORNEY AT LAW

Notice of Garnishment to Defendant

PLEASE SERVE DEFENDANT AT RONNIE MULLINS FORD EVERGREEN, ALABAMA

> 428 SOUTH PERRY, SUITE A MONTGOMERY ALABAMA 36104

Coneral Co-

Defendant

Garnishee

STATE Montgoman County Baldwin 🦠

O F

Personally appeared before me, Ravillage & Sobolevice 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 ank or montgomery

Baldwin

County recovered a judgment

Term, A.D., 19 72 of the Circuit Count of Montgomery

County recovered a judgment First National Bank of Montgomery at the September

Charles W. Sadhue (aka Chuck Sadhue)

ALABAMA.

\$399.36 for the sum of

and the further sum of \$18.00

Dollars,

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

control, its possession or under its believed to have in is has in its believed to be is it is money or effects belonging to the defendant, or that on a contract for defendant to be liable to indebted to the defendant , 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. Sworn to and subscribed before me this

Lay of

Clerk of the Circuit Court of the September 1

This is a good and subscribed before me this

This is a good and subscribed before me this

This is a good and subscribed before me this 1977 Mark Anderson, III Clerk of the Circuit Court of Montgemen County Baldwin This is a good and sufficient bond if presented to me in my County I would approve same. APR 28 1977 195___

This she	_day of] (95		
This the	1		EUNICE B. B	LACKMON CIRCUIT	
	DEI	SHERIFE	. 1. 		
3 7 J 3 J	DE!	PUTY SHERIFF	entropy of the second of the s	The second secon	
No. Lagent Report Repor		nie Mullins Ford rgeen, Alabama Gamishoo.	Circuit Court of Month Baldwings County WRIT OF GARNISHMENT	W. MARK ANDERSON, III ATTORNEY AT LAW 428 SOUTH PERRY, SUITH A MONTGOMERY ALABAMA 36104	Plaintiff's Attorney.

Ronnie Mullins

Evergmen,

Charles W.

First N. A.

SOUTH PERRY, SUITH W. MARK ANDERSON, ATTORNEY AT LAW MONTGOMERY ALABAMA 428

THE STATE OF ALABAMA, Baldwin

TO ANY SHERIFF OF THE STATE OF ALABAMA — GREETING:

Mont	WHEREAS, W. Mark Anderson, III, as gomery, N. A., f/d/b/a First Nat	s Attorney ional Bank	for First Alabam of Montgomery, P has made affidavit as require	na Bank of Plaintiff ed by law that
	Plaintiff September Term, A.D. 1972		it Court of Montania Cour	
	judgment against Charles W. Sadhue (aka	a Chuck Sad	lhue)	
	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	in satisfaction of said judgment	and that
	Ronnie Mullins Ford Evergreen, Alabama			
	has, or is believed to have in in its possession or	under its	· ·	ntrol, 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. Sac	dhue	on, a contract for the deliv	very of personal
	property, or on a contract for the payment of money which may payable in personal property.	nay be discharged by	y the delivery of personal prop	erty, or which is
	THESE ARE THEREFORE TO COMMAND YOU, that you s	ummon the said		
	Ronnie Mullins Ford			
	Evergreen, Alabama	The Atlantic Common		
	en e			$(x,y) = \frac{1}{2} (x,y)^{\frac{1}{2}} =$
	en e	the many and the	the second of	
,	to be and appear at the next	Term of Circuit C	ourt of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	e holden for said
	County within thirty days after the service of this Writ of Gar	nishment, then and t	there to answer on oath, whethe	r 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	
	and whether it is indebted to said defendant , or	is liable to sai	d 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 ma	y be discharged
	by the delivery of personal property, or which is payable in	personal property.		
	Witness: Parting Strategy Strategy Strategy Clerk of said Court at office	e, this A.D., 9 77	. 201	day of
		Joseph Contraction of the Contra	CODDA	21.22 Class
	MINICODE 20% of net wages if net wages exceed \$143.75. If n \$143.75 — take out all in excess of \$115.00.	et wages below \$115	.00 — no deduction. If net is	between \$115 &
	OTHER THAN MINICODE Withhold 25% of net wages if net wages exceed \$92. \$69.00 & \$92.00 take out all in excess of \$69.00.	.00. If net wages be	low \$69.00 — no deduction. If	net is between
* Comment Palace	Control to the Control of the Contro	Seeman Control of the	Agricultural organistic patriodal organistic patrio	David Control of the
	Garnishee to withhold the following: Judgment	\$ 399.36	<u></u> 3.3 3 4 & 3	
	Cost incurred in	. 18.00		
	original case Cost of this garnishment	. 14.00	E. 1. 1	
A STATE OF THE STA	proceeding TOTAL	431.36	Estimated	

THE STATE OF ALABAMA. Montaganax County Baldwin

Personally appeared before me, **Replace** Clark of the Circuit Court in and for said County

W. Mark Anderson, III

Who bei	ing duly sworn, de	poses and sait	that Fire	st Alaba	ma Bank	of	Montgomery,	N.	A.	f/d/b/	a
First at the	National September	. Bank of	Montgo D. 19 72	omery	t Court of	Bald	Win Maxx County recove	red a	judgi	ment	
ensing	Charles	W Sadhi	ne (aka	Chuck S	adhua)						

for the sum of \$399.36

Dollars.

end 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 1977

Clerk of the Circuit Court of Manageresy County

N. Mark Anderson, III

Baldwin

FILED

APR 28 1977

EUNICE B. BLACKMON CIRCUIT

on the same	ery, Bank -	enene (n. 1822). Le constitue de la constitue d	.,								
λο.	First Alabama Bank of Montgomer N. A. f/d/b/a First National Ba of Montgomery,	¥4.	Charles W. Sadhue	Ronnie Mullins Ford	Evergeen, Alabama	Garnishoo,	Circuit Court of Managaman County	WRIT OF GARNISHMENT	W. MARK ANDERSON, III ATTORNEY AT LAW 428 SOUTH PERRY, SUITH A MONTGOMERY ALABAMA 36104	Plaintiff's Attorney.	W. MARK ANDERSON, III ATTORNEY AT LAW 428 SOUTH PERRY, SUITH A MONTGOMERY ALABAMA 36104

THE STATE OF ALABAMA, Baldwin MXXXXXX County

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

Mont	WHEREAS, W. Mark Anderson, III, a gomery, N. A., f/d/b/a First Nat	s Attorney ional Bank	for First Ala of Montgomers has made affidavit as	abama Bank of , Plaintiff required by law that
	Plaintiff September Term, A.D. 1972	of the Circu	it Court of BRIDE	County recovered a
	judgment against Charles W. Sadhue (ak	a Chuck Sad	lhue)	
•	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 obta	in satisfaction of said jud	Igment 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	belioved	to be indebted to the
	defendant, or to be liable to Charles W. Sac property, or on a contract for the payment of money which me payable in personal property.		on a contract for the	
	THESE ARE THEREFORE TO COMMAND YOU, that you so	ummon the said		
	Ronnie Mullins Ford Evergreen, Alabama			
	to be and appear at the next County within thirty days after the service of this Writ of Gar		urt of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
	the service of this writ, or at the time of making its	answer, it	has	
	in its possession, or under its		noney or effects belongin	g to the defendant;
	and whether it is indebted to said defendant . or		d defendant	on any contract for
	the payment of money or the delivery of personal property of by the delivery of personal property, or which is payable in p	or on a contract for t		ch may be discharged
	Witness: <u>Realing Sex Subsects</u> , Clerk of said Court at office	e, this A.D., 19 77		day of
	MINICODE 20% of net wages if net wages exceed \$143.75. If ne \$143.75 — take out all in excess of \$115.00. OTHER THAN MINICODE Withhold 25% of net wages if not wages exceed \$92.00 \$69.00 & \$92.00 take out all in excess of \$69.00.			ot îs between \$115 &
	Garnishee to withhold the following:			•
	Judgment	\$ 399.36	·	
	Cost incurred in original caso	<u>\$ 18.00</u>		
٠.	Cost of this garnishment proceeding	s 14.00	Estimatod	•
	TOTAL	431.36		

ATTORNEY AT LAW

428 S. PERRY STREET

SUITE "A"

MONTGOMERY, ALABAMA 36104

TELEPHONE 262-6694 AREA CODE 205

April 27, 1977

10,329%

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

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

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

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

qb/IIIAMW

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

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

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. 10,329-1/2 A

Dear Mrs. Blackmon:

I would appreciate it is 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.

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,

(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

State of Alabama Unified Judicial System Dept. of Court Mgmt.

PROCESS OF GARNISHMENT

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. Defendant served

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Pulp Co., Claiborne	Alabama .	•			
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# A LAMALA III I |-() ば GARNISHMENT PROVISIONS OF

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

dividual 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. EARNINGS DEFINED: An employee's "disposable earnings" DISPOSABLE

Sec-Title RESTRICTIONS ON GARNISHMENT: Garnishment is subject to the restrictions of Title 5, Section 326, Title tions 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.

FEB 2 7 1980

THOMAS H. BENTON SHERIFF

LENWOOD SAGER, SHERIFF

Monroe County Court House
Monroeville, Ala. 36460

State of Alabama Supreme Court Dept. of Court Mgmt.

### SHERIFF'S SUMMONS AND RETURN

10,329-1/2

-	•	******	•		
4		YŖ.		Number	

Form SC-C-15 11-77 IN THE CIRCUIT COURT OF 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 endered/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: Law Enforcement Officet

State of Alabama Supreme Court Dept. of Court Mgmt.

ROCESS OF GARNISHMENT TITLE 7, SEC. 997-999

Case Number

Form SC-C-21 11-77

10,329-1/2 YR Number

IN THE	CIRCUIT	COURT OF	BALDWIN	COUNTY
Plaintiff's Name	FIRST ALABAMA BANK OF MONTGOMERY, N. A.	Judgmen Judgmen		September 6 , 1972
Plaintiff's			ee (Balancs)	334.59
the artists of the same of the	W. Mark Anderson, III	Costs		18.00
		Other		9.00
interpretation of the state of		Other		
Defendant's		Total	\$	361.59
Name _	CHARLES W. SADHUE			Carrier State Communication Control
Address	County Courthouse	Name		OUNTY COMMISSION
, ladi 666 _	Monroeville, Alabama		**********	
and the second s	Salah Bada dan salah		* .	
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4	AFF	DAVIT		
that a process o This garnish	e is indebted to the defendant or has effect of garnishment against the said garnished ment is/is not subject to restrictions of of Alabama (Minicode).	ee is necessary t	o obtain satis	sfaction of the judgment.
Course and Cine	ad Defens Ma		and the second	
Sworn and Signary of F		Afficant 300 P	Mark Ande	rson. III
This 200 Day UIZ			aty Comme	
		529	South Pe	rry Street
The second	-C.Bu	Mont	gomery,	Alabama 36104
- N. C. C. C.	San			
Notary Public CPEX			•	
	ALOTIOE TO			
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from service of t	garnishee in the above action. You must this process. You must answer (1) as to	complete and me	e the enclosed	answer within thirty days
time you receive	d this process, or when you make your	answer or durin	or were mue or the interver	ning time or (2) whether you
will be indebted	to him in the future by existing contract	or (3) whether by	existing cont	ract you are liable to him for
the delivery of p	ersonal property or for the payment of	money.	_	
	file an answer, the plaintiff can proceed	for judgment ag	ainst you for	the amount of his claim plus
costs.	notorized angular form to the cloud, of the			
appearance in the	notarized answer form to the clerk of the court.	e court at the ad-	aress below	constitutes making a proper
				¥.
	SEE REVERSE FO	OK INSTRUCTION	ONS	
			•	
		<b>N</b> .		Court Address
Garnishee's Name	MONROE COUNTY COMMISSION	Ţ	Monroe	County Courthouse
Address	County Courthouse		Monroev.	ille, Alabama
. (34) 055	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.

### SHERIFF'S SUMMONS AND RETURN

Case Number

10,329-1/2

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 eached/attached document to the address and make return.

Capail 16, 1979 Clerk:

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

on 19

Law Enforcement Officet

State of Alabama Supreme Court Dept. of Court Mgmt.

Form SC-C-21 11-77

### ROCESS OF GARNISHMENT TITLE 7, SEC. 997-999

Case Number

10,329-1/2

IN THE CIRCUIT COURT OF BALDWIN COUNTY FIRST ALABAMA BANK OF September 6 1972 Judgment Date Name MONIGOMERY, N. A. Judament/ Plaintiff's Decree (Balance) W. Mark Anderson, III Attorney Costs 18.00 Other: Other: Defendant's Total CHARLES W. SADHUE Name c/o Monroe County Commission Garnishee's County Courthouse MONROE COUNTY COMMISSION Name 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 20 Day of February 79

Affiant W. Mark Anderson, III
Twenty Commerce Row

529 South Perry Street Montgomery, Alabama 36104

Notary Publicacierss

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

Monroeville, Alabama

#### State of Alabama Supreme Court Dept. of Court Mgmt.

### GARNISHEE'S ANSWER

Case Number

Form SC-C-22 11-77 10,329-1/2 CIRCUIT IN THE BALDWIN COURT OF Plaintiff FIRST ALABAMA BANK OF COUNTY Defendant MONTGOMERY, N. A. CHARLES W. SADHUE Garnishee MONROE COUNTY COMMISSION Monroe County Courthouse Address 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, ☐ I have in my possession or control property or money belonging to the defendant, which is not wages, 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 Other (Explain): Sworn To and Signed Before Me This Garnishee Day of ______, 19____. Notary Public/Clerk

State of Alabama
Supreme Court

PROCESS OF CARNISHMENT.

ROCESS OF GARNISHMEN I

Case Number

10,329-1/2 ID YB Number

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Form SC-C-21 11-77

Dept. of Court Mamt.

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IN THE	CIRCUIT	COURT OF	BALDWIN	COUNTY
	FIRST ALABAMA BANK OF MONTGOMERY, N. A.	Judgmer Judgmer		September 6 ,1972
Plaintiff's Attorney	W. Mark Anderson, III	Decr Costs Othe	r	334.59 18.00 9.00
Defendant's Name	CHARLES W. SADHUE	Total	\$	361.59
Address	c/o Monroe County Commissi			OUNTY 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 This20 Day of Februar 979.

Affiant W. Mark Anderson, III

Twenty Commerce Row 529 South Perry Street Montgomery, Alabama 36104

Notary Publick Głorky

### **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

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

Corrichasia		Court Address		
Garnishee's Name _	MONROE COUNTY COMMISSION	Monroe County Courthouse		
Address	County Courthouse	Monroeville, Alabama		
	Monroeville, Alabama			
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### 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.

### SHERIFF'S SUMMONS AND RETURN

Case Number

10,329-1/2

Form SC- C-15 11-77	ID	YR	Number
IN THE CIRCUIT COURT OF BALDWIN		******	COUNTY
Plaintiff: Defendant:			
First Alabama Bank of Montgomery, N.Avs. Charles W. Sadhue	<b>∋</b>		
In The Matter Of: Garnishment			
To Any Sheriff Of The State of Alabama or Any Other Authorized Person:			
You are ordered to deliver the excessed/attached document to the address and make			
I Hereby Certify That I Personally Delivered A Copy of The Enclosed/Attached Docum	ent Lo:		
on			
Law Enforcement Officer			

10,329 2 A Larnishment

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### State of Alabama Unified Judicial System

pearance in the court.

OR

Issued

day of

tions contained in the paragraph (X) below:

This process executed by serving a copy on _

_____, 19____ by ___

### PROCESS OF GARNISHMENT Title 7. Sec. 997-999

C	ase	Νı	ım	bei	r

10,329-1/2

COUNTY

Dept. of Court Mgmt. Form C-21 Rev 8/77 COURT OF BALDWIN. THE CIRCUIT First Alabama Bank of Montgomery, N. A. Plaintiff: fdba The First National Bank of Montg. Defendant: Charles W. Sadhue . Attorney: Attorney: W. Mark Anderson, III Judgment Date: September 6, 1972 Judgment/Decree: (Balance) Garnishee: Monroe County Commission Costs County Courthouse Address: Monroeville, Alabama TOTAL AMOUNT WILL BE REMITTED **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 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 20th Day of <u>February</u> . 1979 FEB 21 1979 (Signature) SUNICE B. BLACKMON CHERK 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 ap-

You are further commanded to RETAIN OF WAGES, SALARY OR OTHER COMPENSATION in accordance with instruc-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, 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. Clerk/Register (Signature) , Garnishee this . . Defendant served State of Alabama Supreme Court Dept. of Court Mgmt.

ROCESS OF GARNISHMEN I

Case Number

 $\frac{10,329-1/2}{8}$ 

Form SC-C-21 11-77

CIRCUIT' COURT OF BALDWIN COUNTY Plaintiff's FIRST ALABAMA BANK OF Judgment Date Name MONTGOMERY, N. A. Judgment/ Plaintiff's Decree (Balance 334.59 Attorney W. Mark Anderson, III Costs 18:00 Other 9.00 Other Defendant's Total Name CHARLES W. SADHUE c/o Monroe County Commission Garnishee's County Courthouse Address Name MONROE

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).

C. Blue

Monroeville, Alabama

Sworn and Signed Before Me This 20 Day of Pebruar 979.

Affiant W. Mark Anderson, III

Twenty Commerce Row 529 South Perry Street Montgomery, Alabama 36104

Notary Publick Glocks

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	:	Court Address
Name _	MONROE COUNTY COMMISSION	Monroe County Courthouse
Address	County Courthouse	Monroeville, Alabama
	Monroeville, Alabama	
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State of Alabama Supreme Court Dept. of Court Mgmt.

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

Case Number

10,329-1/24

Form SC-C-21 11-77 COUNTY COURT OF BALDWIN INTHE CIRCUIT Plaintiff's First Alabama Bank of <u>September 6, ..., 19 72</u> Judgment Date Name Montgomery, N. A. fdba The Judament/ Plaintiff's First National Bank of Montg. Decree (Bal.)\$ Costs Attorney W. Mark Anderson, III Other Other Total Defendant's Name Charles W. Sadhue c/o Monroe County Sheriff's Garnishee's Address Department Monroe County Commission Name County Courthouse Monroeville, Alabama 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/isxiot subject to restrictions of Section II. Act No. 2052, Alabama Law, 1971,

Chap. 14, Code of Alabama (Minicode).

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

107 Affiant

W. Mark Anderson, III

Attorney for Plaintiff

Twenty Commerce Row 529 South Perry Street

Montgomery, Alabama 36104

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

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	Eunice B. Blackmon, Circuit Clett
Monroe County Courthouse	P. O. Box 239
Address Monroeville, Alabama	
	Bay Minette, AL 36507

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

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

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

e: 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

State of	f Alaban	18
Unified	Judicial	System

### GARNISHEE'S ANSWER

Case Number

10,329½A

Form C-22 Rev. 8/77		l .	-		ID YR	Number
IN THE _	CIRC	JIT	COURT OF _	BALDWIN		COUNTY
		BANK OF MONGTOMERY,		CHARLES W. SA	DHUE	
_	(Garnis	hee's Name and Address	3)			
900	KERTON AGENCY Western Amer oile, AL 36609	ica Circle 井伊牛		,		
		rnishment rules on Form Return white copy to this			check the a	ppropriate
臣	Defendant is en and pay total in	mployed by me and I will not court.	withhold from the sale	ary, wages, or com	pensation, a	as required,
		ossession or control propersation, namely:	erty or money belong	ing to the defenda	nt, which is	not wages,
	and am holding	g same subject to orders	of the court.		<u> 44. улада промотот</u>	
		employed—garnishee not swer, or during intervening nt.		n my possession or	control any	
					MC.	
	Other (Explain)	:		APR 8 198(		
^	·	<b>N</b>	ÉUÌ	VICE B. BLACKING	M CLERK	
Garnishee	, Kerton S. (Signature)	e curity	RETURN TI	HIS ANSWER TO:		
Sworn To	o and Signed Be	fore Me This	P. O. Box	BLACKMON, Circ 239 te, AL 36507	cuit Clerk	<b>E</b>
Notary Public	USUR //	Shown an				
	199 - Jane 199	. A.				

W. Mark anderson, III. 20 Commerce few, 529 8 fetre St Montagnery, AL Acceptant of profes marka isisissi saaka The second Shape graph 74400 ZINCZAS 50 TAJO CHARLES W. SADEUE FIRST ALABAM BANK OF MUNCHARM N. M. Defendent YENROOTHEN TO DURA HANDITAN DRIFT BHI BOSE leasoppa, one entsV aleadaintisS); POMEDA ROTALNETS 900 Western America Officie Fred L Modele, AL 26008 And the second of the second s Defendant is surployed by maland 1 will withhold from the salang wages, or compensation, as required, analo em liste ysa bos These in my possession or corunk property or money belonging to the defendent, which is not weges. Taudo est la prepie di mejtice empe galizza me bae Defendant not employed—gentledee not indapted to the dalignolant when process was received, or when aprignated yes to the or casessed yet often even beautions and paint and point or control sett gaixage - To -ARPY E SOL instruit sayo 🖑 NUNECE D. SUNDENDE, Officealt Clerk Swarn Taland Signed Before Na This ees wos .o .c Dey Mideric, AL 36507