

DEPOSIT GUARANTY NATIONAL
BANK, a national banking
association d/b/a
BANKAMERICARD CENTER

Plaintiff

VS

VERNON FRANK TEW

Defendant

) IN THE CIRCUIT COURT

) OF BALDWIN COUNTY,

) ALABAMA.

) AT LAW.

)

)

CASE NO. 10415

Plaintiff claims of the defendant \$884.76 due from him by account on May 1, 1969, which sum of money with the interest thereon, is still unpaid. This suit is filed on an itemized verified account, which will be offered in evidence at trial.

GIBBONS, STOKES & CLARK

BY: Ben Stokes

BEN STOKES

Attorney for Plaintiff

Serve the defendant: Rt. 1 Box 141, Foley, Alabama.

FILED

MAY 19 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

AGREEMENT: This BankAmericard is the property of Conserve, Inc. (owner). Use of this card by, or with the consent of, holder constitutes agreement by holder with owner as follows: (1) to assume responsibility for credit extended by owner or other party or assignee thereof on basis of this card; (2) to pay, at such place as owner or other party or assignee designates, all obligations evidencing such credit, including service charges and interest where applicable and a reasonable attorney's fee in case of suit, in accordance with billings, current customer payment schedules, and terms of sale agreements and drafts; (3) to notify owner promptly in writing of loss of this card; (4) to surrender this card upon demand; (5) to waive and release owner from all defenses, rights and claims holder may have against any person or company honoring this card; (6) that this card may be cancelled by owner at any time; (7) that all transactions involving credit extended on basis of this card shall be subject to terms of sale or credit agreement and to owner's rules and conditions for use hereof; (8) that any claim of owner against holder shall at owner's option become immediately due and payable if holder fails to perform any terms thereof or make any payment as otherwise agreed.

AUTHORIZED USERS OF THIS CREDIT CARD MUST SIGN ON THE SPACE PROVIDED ON THE FRONT OF THIS CARD AND SUCH USERS ARE RESPONSIBLE FOR ALL PURCHASES MADE BY THEM PURSUANT TO USE OF THIS CARD.

BANKAMERICARD CENTER

JACKSON, MISSISSIPPI

© SERVICEMARKS OWNED AND LICENSED BY BANKAMERICA SERVICE CORPORATION.

STATE OF MISSISSIPPI

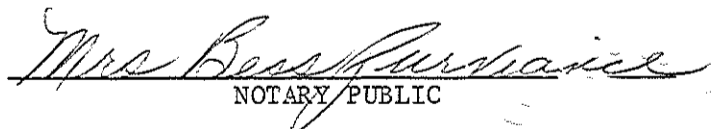
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, TOMMY L. BREAZEALE, who after being by me first duly sworn, states that he is the CREDIT COLLECTION OFFICER of DEPOSIT GUARANTY NATIONAL BANK, a national banking association, d/b/a BANKAMERICARD CENTER (of which Bank, Conserve, Inc. is a wholly owned subsidiary Mississippi corporation); that he has been duly authorized to make this Affidavit; that the above photocopied Agreement is a true and correct copy of that certain Agreement which is on the reverse of that certain BankAmericard credit card issued to VERNON FRANK TEW; and that said Agreement represents the sole terms and agreements under which the said cardholder or his agent had authority to use said card.


AFFIANT

SWORN TO AND SUBSCRIBED before me this the 14 day of April,

~~1970~~ 1972/


NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires Nov. 11, 1974.

FILED

MAY 19 1972

EXHIBIT "A"

EUNICE B. BLACKMON CIRCUIT CLERK

BANKAMERICARD [®] STATEMENT		
PAST DUE	CURRENT DUE	TOTAL DUE
IF THE "PAST DUE" AMOUNT HAS BEEN PAID REMIT THE AMOUNT UNDER "CURRENT DUE"		
ACCOUNT NUMBER		CREDIT LIMIT
BILLING DATE NO. DAY YR.	FROM YOUR PREVIOUS BALANCE	WE DEDUCTED YOUR PAYMENTS
WE DEDUCTED YOUR CREDITS	BALANCE SUBJECT TO FINANCE CHARGE PERIODIC CURRENT CASH ADVANCES	
WE ADDED FINANCE CHARGE YOUR CURRENT PERIODIC CASH ADVANCE TOTAL		WE ADDED YOUR PERIODIC PURCHASES NO.
THIS IS YOUR NEW BALANCE	THIS IS YOUR MINIMUM PAYMENT	THIS IS YOUR ANNUAL PERCENTAGE RATE %

YOU MAY AVOID ADDITIONAL "FINANCE CHARGES"
BY PAYING "NEW BALANCE" BY
NOTICE: See reverse side and accompanying
statements for important information.

PAYMENT CARD

884.76 MINIMUM PAYMENT DUE	884.76 NEW BALANCE	<input type="text"/> CREDIT LIMIT	<input type="text"/> INDICATE AMOUNT PAID
492-205-596 ACCOUNT NUMBER	9-9-70 BILLING DATE	NOW DUE PAYMENT DUE	

PLEASE RETURN THIS
PORTION OF STATEMENT
WITH YOUR CHECK BY

Vernon Frank Tew
316 Rose Avenue
Foley, Ala. 39563



STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, TOMMY L. BREAZEALE, who after being by me first duly sworn, states that he is the CREDIT COLLECTION OFFICER of DEPOSIT GUARANTY NATIONAL BANK, a national banking association, d/b/a BANKAMERICARD CENTER, hereinafter called Claimant; that he has been duly authorized to make this Affidavit to Account; that he is familiar with the books, records, and business of Claimant; and that the above account in favor of Claimant against VERNON FRANK TEW, hereinafter called Debtor, showing a balance due of \$ 884.76 is, within the knowledge of the Affiant, just, true and correct and is due from said Debtor to Claimant.

Tommy L. Breazeale
AFFIANT

SWORN TO AND SUBSCRIBED before me this the 14 day of April, ~~1970~~ 1972.

Miss Breazeale
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 11, 1974

FILED

MAY 19 1972

EUNICE B. BLACKMON CIRCUIT CLERK

EXHIBIT "B"

SUMMONS AND COMPLAINT

MOORE PRINTING CO. BAY MINETTE ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 10,415

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Vernon Frank Tew

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

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

Vernon Frank Tew, Defendant.....

by Deposit Guaranty National Bank, a national banking association d/b/a Bankamericard

Center, Plaintiff.....

witness my hand this 19th day of May 19 72

Eunice B. Blackburn, Clerk

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

DEPOSIT GUARANTY NATIONAL BANK,

a national banking association d/b/a
BankAmericard Center
Plaintiffs

VS.

VERNON FRANK TEW
Defendants

SUMMONS AND COMPLAINT

Filed May 19, 1972

Eunice B. Blackmon Clerk

FILED MAY 19 1972

MAY 19 1972

EUNICE B. BLACKMON CIRCUIT CLERK

Ben Stokes
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19.....

Sheriff

I have executed this summons

this 5/21/72 1972

by leaving a copy with

Vernon Frank Tew

Sheriff's Office

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY Deputy Sheriff

Taylor Wilkins Sheriff

Deputy Sheriff

GIBBONS, STOKES & CLARK

ATTORNEYS AT LAW
160 CONGRESS STREET
MOBILE, ALABAMA
TELEPHONE 433-2611

September 15, 1972

E. GRAHAM GIBBONS
BEN STOKES
ROBERT F. CLARK

MAILING ADDRESS
P. O. BOX 293
MOBILE, ALABAMA 36601

Clerk
Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama

RE: Deposit Guaranty National Bank, a national banking
association d/b/a BankAmericard Center vs Vernon
Frank Tew, #10415

Dear Sir:

Enclosed please find a motion for judgment by default and
non-military affidavit.

Sincerely,


Ben Stokes

BS/cs

Enclosures

DEPOSIT GUARANTY NATIONAL)	IN THE CIRCUIT COURT
BANK, a national banking)	OF BALDWIN COUNTY,
association d/b/a)	ALABAMA.
BANKAMERICARD CENTER)	
)	AT LAW.
Plaintiff)	
VS)	
VERNON FRANK TEW)	
)	CASE NO. 10415
Defendant)	

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows unto the Court that the defendant herein was served with the complaint and summons heretofore on, to-wit, May 24, 1972, and that more than thirty days have elapsed but the defendant has failed to answer said complaint.

WHEREFORE, plaintiff moves the Court to enter judgment by default.

GIBBONS, STOKES & CLARK

BY: Ben Stokes
 BEN STOKES
 Attorney for Plaintiff

FILED

SEP 18 1972

EUNICE B. BLACKMON CIRCUIT
 CLERK

DEPOSIT GUARANTY NATIONAL) IN THE CIRCUIT COURT
BANK, a national banking) OF BALDWIN COUNTY,
association d/b/a) ALABAMA.
BANKAMERICARD CENTER)
Plaintiff) AT LAW.
VS)
VERNON FRANK TEW)
Defendant) CASE NO. 10415

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows unto the Court that the defendant herein was served with the complaint and summons heretofore on, to-wit, May 24, 1972, and that more than thirty days have elapsed but the defendant has failed to answer said complaint.

WHEREFORE, plaintiff moves the Court to enter judgment by default.

GIBBONS, STOKES & CLARK

BY: Ben Stokes
BEN STOKES
Attorney for Plaintiff

DEPOSIT GUARANTY NATIONAL BANK

a national banking association

d/b/a BANKAMERICARD CENTER

PLAINTIFF,

-versus-

VERNON FRANK TEW

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN
~~MOBILE~~ COUNTY,
~~XXX~~

ALABAMA

AT LAW

CASE NO. 10415

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF MOBILE)

Now comes, Ben Stokes,

who being first duly sworn, deposes and says that the defendant herein, Vernon Frank Tew, was not at the time of filing of this suit, and is not now in the Military or Naval Service of the United States.

The Defendant resides at Rt. 1 Box 141, Foley, Alabama.

Ben Stokes

Sworn to and Subscribed before me,
this 15 day of September, 19 72.

William K. Ingle
~~XXXXXXXXXXXX~~ MOBILE COUNTY, ALABAMA
NOTARY PUBLIC AT LARGE

FILED

SEP 18 1972

FILED

EUNICE B. BLACKMON CIRCUIT CLERK

Clerk.

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

September TERM, 1972

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular September Term, 1972, of the Circuit Court of Baldwin County, to-wit: On the 18th day of September 1972, being a regular day of said term, Guaranty National Bank, d/b/a Bankamericard Center

recovered judgment against Vernon Frank Tew

for the sum of (\$809.76) Eight Hundred Nine & 76/100 Dollars, and cost of suit,

and affidavit having been made by Ben Stokes that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

Ard & Newburn Construction Co. Baldwin County, Alabama

has or is believed to have in its possession, or under its control money or effects belonging to said defendant Vernon Frank Tew or that he is, or is believed to be indebted to said defendant or to be liable to them, or to one of them on a contract for the delivery of personal property, on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon Ard & Newburn Constuction Co.

to file an answer in duplicate to the Circuit Court for Baldwin County, at the Court House thereof, in the city of Bay Minette, within 30 days from the service of the garnishment, or at the making answer, or at any time intervening the time of serving the garnishment, and making the answer it was indebted to said defendant Vernon Frank Tew and whether it will not be indebted in future to said defendant Vernon Frank Tew by a contract then existing, and whether by a contract then existing is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money or effects belonging to the defendant, Vernon Frank Tew

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

Eunice B. Blackmon
Witness, Clerk of said Court, this 6th day of February, A. D. 1973.

Eunice B. Blackmon
Issued 6th day of A. D., 1973

ATTEST:

Eunice B. Blackmon Clerk

Received 7 day of Feb. 1973
and on 14 day of Sept 1973
I receive copy of the within writ
on Ord. - Murrain Court. G.
by service on Robert - Davis

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
BY Taylor Wilkins Sheriff
Deputy Sheriff

TAYLOR WILKINS Sheriff
Taylor Wilkins

CIRCUIT COURT, BALDWIN COUNTY

No. 10,415 1/2

GUARANTY NATIONAL BANK, d/b/a BANKAMERICARD
CENTER

VS. } **GARNISHMENT ON JUDGMENT**

VERNON FRANK TEW

Issued 6th day of Feb. 1973

Returnable day of 19

RECEIVED

FEB 7 1973

TAYLOR WILKINS
SHERIFF

Gibbons, Stokes & Clark by Ben Stokes

Attorney

AFFIDAVIT FOR GARNISHMENT ON JUDGMENT

10,415 1/2

THE STATE OF ALABAMA }
BALDWIN MOBILE COUNTY

CIRCUIT COURT

NOTARY PUBLIC

Personally appeared before me, ~~John E. Mandeville, Clerk of the Circuit Court~~ in and for Mobile County and State aforesaid BEN STOKES

who being duly sworn, on oath says, that on the 18th day of September, 19 72 in the Circuit Court of Baldwin County, in Case No. 10,415 The Plaintiff DEPOSIT

GUARANTY NATIONAL BANK, d/b/a BANKAMERICARD CENTER

recovered a judgment against VERNON FRANK TEW

the Defendant, whose address is c/o garnishee

for the sum of \$809.76 (BALANCE DUE ON JUDGMENT)

Dollars, besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect; that ARD & NEWBURN CONSTRUCTION CO.

whose address is Baldwin County, Alabama

is supposed to be indebted to or have effects of the said VERNON FRANK TEW

in ITS possession or under ITS control, and that he believes process of Garnishment against the said ARD & NEWBURN CONSTRUCTION CO.

is necessary to obtain satisfaction of said Judgment.

FILED

Ben Stokes

FEB 6 1973

Sworn to and subscribed this 29th day of January A.D., 19 73

Milled K. [Signature]
NOTARY PUBLIC

EUNICE B. BLACKMON CIRCUIT CLERK

STATE OF ALA. MOBILE CO. I CERTIFY THIS PLEADING WAS FILED ON

FEB 1 9 57 AM '73

[Signature]
CLERK

GIBBONS, STOKES & CLARK
160 CONGRESS STREET
MOBILE, ALA.
433-2611

No.....

CIRCUIT COURT

.....
DEPOSIT GUARANTY NATIONAL BANK,
d/b/a BANKAMERICARD CENTER,

Plaintiff
vs.

VERNON FRANK TEW,
Defendant

ARD & NEWBURN CONSTRUCTION CO.,
Garnishee

.....
**AFFIDAVIT FOR GARNISHMENT
ON JUDGMENT**

Filed in Office,

.....19.....
.....

Clerk.
.....

Baldwin County

STATE OF ALABAMA
Baldwin County

}

TO VERNON FRANK TEW Defendant.....;

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

GUARANTY NATIONAL BANK, d/b/a BANKAMERICARD CENTER Plaintiff.....

versus VERNON FRANK TEW Defendant.....

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

ARD & NEWBURN CONSTRUCTION CO., BALDWIN COUNTY, Alabama

has^s been named as Garnishee.....

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

6th day of February, 1973...

Ernie B. Blackman
Clerk of the Circuit Court.

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

VERNON FRANK TEW

GUARANTY NATIONAL BANK, d/b/a
BANKAMERICARD CENTER

Plaintiff...

VS.

VERNON FRANK TEW

RECEIVED

Defendant...

FEB 7 1973

TAYLOR WILKINS
SHERIFF

Received 7 day of Feb. 19 73
and on 14 day of Feb 19 73
I served a copy of the within Notice
on Vernon Frank Tew

By service on _____

TAYLOR WILKINS, Sheriff

[Signature]

Sheriff's district

77

Fee Cents per mile Total \$ 7.30

TAYLOR WILKINS, Sheriff

[Signature]
DEPUTY SHERIFF

Ard Construction co.
407 Fig Ave.
Foley, Alabama

10,415¹/₂

To whom it may concern:

I received a garnishment Feb. 14, on Vernon Frank Tew for Bankamericard. He is presently employed by us. At the present time I am deducting \$50. a week for another debt. It will take until May 10, to finish paying this debt. After this date I could increase the garnishment to the full 25%. He makes \$160. a week. There is the \$50. deduction plus \$8. and \$9.36 for income tax and social security which leaves his expendable wages at \$67.64 after an (18%) \$25. for this garnishment.

Ard Construction

Mrs. Robert L. Ard - Bookkeeper

FILED

FEB 23 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

ARD CONSTRUCTION COMPANY

407 Fig Avenue

Foley, Alabama 36535

April 19, 1973

Mrs. Eunice B. Blackmon, Clerk
Circuit Court
Baldwin County
Bay Minette, Alabama 36532

Re: Guaranty National Bank
d/b/a BankAmericard Center
Vs: Vernon Frank Tew
Ard Construction Company, Garnishee
Case No. 10,415 $\frac{1}{2}$

Dear Mrs. Blackmon:

On April 5, Vernon Frank Tew left the job and never returned. I understand he has moved to Pensacola, Florida, however, if he returns to work for us, I will notify the Court.

Enclosed is a check for \$175.00, the amount withheld on this garnishment.

Cordially yours,

ARD CONSTRUCTION COMPANY

Sarah Ard, Bookkeeper

FILED

APR 20 1973

EUNICE B. BLACKMON
CIRCUIT CLERK