

INTERSTATE SECURITIES COMPANY, INC., ) IN THE CIRCUIT COURT OF  
a corporation,

Plaintiff,

) BALDWIN COUNTY, ALABAMA

) AT LAW

vs.

RONALD J. KEITH,

) CASE NO. 10,499

Defendant

)

C O M P L A I N T

COUNT I.

The plaintiff claims of the defendant THREE HUNDRED EIGHTY-THREE AND 24/100 DOLLARS (\$383.24), due by promissory note made between defendant and plaintiff on, to-wit, the 1st day of November, 1971, which sum of money with interest thereon is still due and unpaid, and plaintiff avers that defendant defaulted under the terms of said note on, to-wit, the 1st day of February, 1972, and plaintiff avers that in said note and as a part of the consideration therefor, the defendant waived all rights to any exemption under the constitution and laws of the State of Alabama.

  
DANIEL A. BENTON, Attorney for Plaintiff

FILED

JUL 17 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

OF COUNSEL:

RICKARBY & BENTON  
Fairhope, Alabama

Defendant may be served at

Route 2, Box 141  
Fairhope, Alabama

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon RONALD J. KEITH

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.....

RONALD J. KEITH..... Defendant.....

by .....

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

Witness my hand this 17 day of July 1972

James B. Blackmer Clerk

No. 10,499

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES COMPANY,

INC., a corporation

Plaintiffs

vs.

RONALD J. KEITH

Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

FILED

Clerk

JUL 17 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

RICKARBY & BENTON  
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 2, Box 141

Fairhope, Alabama

RECEIVED

JUL 17 1972

19.....

Sheriff

I have executed this summons

this Aug 24 1972

by leaving a copy with

Ronald J. Keith

Sheriff claims 10.00 miles at

Ten Cents per mile Total \$10.00

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Sheriff

Deputy Sheriff

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

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

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

September 28, 1972

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

Re: Interstate Securities Company, Inc.  
v. Ronald J. Keith  
Case No. 10,499, at Law

Dear Mrs. Blackmon:

Please take the enclosed letter and promissory note along with the docket sheet and proper file to the Judge for his action.

Yours very truly,

  
Daniel A. Benton

DAB:w  
Enc.

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

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

September 28, 1972


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

Re: Interstate Securities Company, Inc.  
v. Ronald J. Keith  
Case No. 10,499, at Law

Dear Judge Mashburn:

We request judgment by default in the above-styled matter for \$421.56 which constitutes \$383.24 due under the promissory note plus a 10% attorney's fee of \$38.32. This case is submitted for judgment on the original complaint and promissory note. Personal service was obtained on the defendant on August 24, 1972.

Respectfully submitted,

  
Daniel A. Benton

DAB:w  
Enc.

LOAN NO.	DATE OF THIS LOAN	FIRST PAYMENT DUE	OTHERS DUE SAME DAY EACH MONTH
0122-4-00092	11-1-71	12-1-71	1st
TOTAL OF PAYMENTS PAYABLE IN	AMOUNT OF PAYMENTS		DATE OF MATURITY
24	FIRST PAYMENT \$ 17.42	OTHERS-EACH \$ 17.42	11-1-73
MONTHLY PAYMENTS	EXCEPT FINAL PAYMENT SHALL BE BALANCE REMAINING UNPAID		FINAL PAYMENT DUE

DEBTOR(S) KEITH, RONALD JOSEPH  
Name(s) and Rt. 2 Box 141  
Address(es) Fairhope, Ala.

1. TOTAL OF PAYMENTS (Amount of Note) \$ 418.08

2. FINANCE CHARGE \$ 118.08

3. ANNUAL PERCENTAGE RATE 34.11 %

4. AMOUNT FINANCED (Principal Amount) \$ 300.00  
(Item 1 minus 2)

5. DISBURSEMENTS:

INSURANCE	
A. CREDIT LIFE	\$ 6.27
B. ACCIDENT & HEALTH	\$
C. PROPERTY	\$
D. AUTO	\$
E. Total (Sum of A, B, C & D)	\$ 6.27
TERM OF INSURANCE COVERAGE:	
A for 24 Mos.	B for Mos.
C for Mos.	D for Mos.
F. LOAN NO.	
(Old Balance less refunds)	\$
G. FILING & RECORDING	\$
H. Checks To:	
Customer	\$ 293.73
	\$
	\$
	\$
	\$
TOTAL DISBURSEMENTS (Sum of E, F, G & H)	\$ 300.00

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

Ronald J. Keith 11-1, 1971  
(Debtor) (Date)

NOTE

1. FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of the above named Lender and/or Secured Party at its office at the above address, and subject to the terms hereof, the amount of note as stated in Item 1 above (Total of Payments), in consecutive monthly payments beginning on the due date for the first payment and on the same day of each succeeding month thereafter until fully paid all as indicated and stated in the above captioned and numbered boxes and items. Payment is permitted to be made in advance in any amount on this loan at any time.
- Said Total of Payments includes an add-on Finance Charge computed on the Principal Amount of the Loan as stated in Item 4 above (Amount Financed) for the full term of the loan contract in accordance with the Maximum Finance Charge set forth next below.
- MAXIMUM FINANCE CHARGE: If said Amount Financed does not exceed \$2,000.00, the maximum finance charge is \$15.00 per \$100.00 per annum on that part of said Amount Financed not in excess of \$500.00 and \$10.00 per \$100.00 per annum on that part of said Amount Financed in excess of \$500.00 but not in excess of \$1,000.00, and \$8.00 per \$100.00 per annum on that part of said Amount Financed in excess of \$1,000.00 but not in excess of \$2,000.00. If said Amount Financed exceeds \$2,000.00, the maximum finance charge is \$8.00 per \$100.00 per annum.
2. DELINQUENCY CHARGE: If any installment is not paid within ten (10) days after its scheduled due date, the undersigned agree to pay a delinquency charge of 5% of the unpaid amount of the installment in default or fifty cents (\$.50) on each such installment in default, whichever is greater; provided only one such delinquency charge may be collected on any one such installment regardless of the period of default.
3. DEFERRAL CHARGE: The parties hereto agree that before or after default, a deferral of all or part of any installment may be made by the lender, and that the lender may make and collect a charge not exceeding the ANNUAL PERCENTAGE RATE stated herein applied to the amount or amounts deferred for the period of deferral.
4. REBATE FOR PREPAYMENT IN FULL: For prepayment in full of the unpaid balance hereof prior to maturity, the Debtor shall receive a refund or credit of the original Finance Charge in that proportion which the sum of the monthly balances scheduled to become due after the date of prepayment bears to the sum of the monthly balances originally scheduled under the loan contract (Rule of 78); if the rebate otherwise required is less than \$1.00 no rebate will be made; except when any debt is renewed or refinanced within a period of 90 days from the date such debt is made or incurred, the Debtor shall be entitled to a pro-rata refund or credit of that unearned portion of the original finance charge computed as of the date of such refinancing or renewal. After any deferral charge is incurred, the Lender also shall refund to Debtor the unearned portion of the deferral charge applicable on a pro-rata basis to the unexpired full months of the deferral period.
5. DEFAULT: In the event of default in the observance of the terms of this note, time being of essence, or default in any term or condition of any other obligation, agreement or indebtedness owing to the holder (or Secured Party) or default in the terms of any covenant, condition or agreement of the Security Agreement securing this note within the time and manner specified therein, any such default, shall at the option of the holder make the entire unpaid balance hereof at once due and payable. The holder hereof may waive one or more such defaults without losing at any time the option to accelerate maturity upon any subsequent default. The makers, endorsers and sureties hereto waive demand, presentment for payment, protest and notice of non-payment and consent that the holder hereof shall have the right, without notice, to deal in any way, at any time, with any party hereto, including the granting of extensions of time of payment and release of any security, without in any way affecting the personal liability of any party hereto, and declare that this note is executed with reference to and upon the credit of their separate estates and with intent to bind the same with payment hereof until paid in full. After maturity, any unpaid balance shall bear interest at the lawful rate.
6. ATTORNEY FEES: If the amount financed is in excess of \$300.00, the Lender may charge and collect reasonable attorney's fees not exceeding fifteen percent (15%) of the unpaid debt if Debtor is in default and this note is referred to an attorney, not a salaried employee of Lender, for the purpose of initiating legal action thereon and enforcing collection thereof. The Lender also may recover reasonable expenses incurred in realizing on any security interest in collateral taken as security for this note.
7. CONSTRUCTION: The construction, validity, and effect hereof shall be governed by the Laws of Alabama.

SECURITY AGREEMENT

To secure payment of the aforesaid obligation, all future advances made by Secured Party for taxes, levys, and insurance on said collateral, and all other money heretofore or hereafter advanced by Secured Party to or for the account of the Debtor. Debtor, whether one or more, hereby grants to above named Secured Party a security interest in the following described property:

Year Model	N or U	Trade Name	Body Type	Identification No.	No. Cyls.
NONE					

AND

NONE

together with all replacements and substitutions thereof, and all improvements, betterments and accessions thereto, and all other equipment, parts, accessories, and attachments, now or hereafter installed in, affixed to or used in connection with said property and all other consumer goods of a similar kind hereafter acquired by Debtor, as well as all other consumer goods acquired by Debtor. Proceeds of collateral are also covered; however, such shall not be construed to mean that the Secured Party consents to any sale of such collateral.

DEBTOR(S) UNDERSTAND AND AGREE THAT ALL OF THE ADDITIONAL TERMS ON THE REVERSE SIDE HEREOF ARE A PART OF THE SECURITY AGREEMENT HEREOF AS IF FULLY SET FORTH AT THIS POINT.

Debtor(s) authorizes the disbursements stated above and acknowledges that he received a fully completed copy of the above Note-Disclosure Statement-Security Agreement. Debtor(s) understand and agree if no security is set out and described in the Security Agreement form, then they are only bound by the provisions of the note herein.

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

INTERSTATE SECURITIES COMPANY

(Name of Lender-Secured Party)

By D. P. Thompson  
(Agent of Lender-Secured Party)

Ronald J. Keith  
Debtor

Co-Debtor (Wife's Signature)

ORIGINAL

ADDITIONAL TERMS AND CONDITIONS OF SECURITY AGREEMENT

CONTINUED FROM OTHER SIDE

Debtors warrant they are the owners of the collateral free and clear of liens, encumbrances, and security interests. Debtors agree to keep said collateral fully insured against all substantial risks or losses, with insurance reasonably related to the type and value of the property insured and the amount and term of the loan with loss payable to said Secured Party or assigns; and to pay all premiums therefor; to pay all taxes and other charges against said collateral promptly when the same becomes due. The loss or destruction of said collateral from any cause, with or without fault of the Debtors, shall not affect in any way the liability of the Debtors to repay any and all indebtedness hereby secured. The Debtors agree that they will not use said collateral illegally, will not sell, encumber or dispose of said collateral without the written permission of the Secured Party or assigns, will keep said collateral in good and serviceable condition and repair and will not allow the same to be misused or abused. Debtors agree not to remove any motor vehicle included in the collateral from this State and not to remove other collateral from Debtors' address shown on reverse side without Secured Party's permission.

Time is of the essence of this Agreement and should Debtors fail to pay any indebtedness hereby secured or the interest thereon when the same becomes due or default in any of the Debtors' other obligations or covenants hereunder, or if the Secured Party feels insecure in his security, the entire indebtedness hereby secured shall, at the option of said Secured Party or assigns, become immediately due and payable. Secured Party may then take possession of said property and for that purpose Secured Party may, so far as Debtors can give authority therefor, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom. Secured Party may require Debtors to make said property available to Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties. Secured Party will give Debtors at least ten (10) days prior written notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. From the proceeds of any such sale, the Secured Party may deduct the reasonable expenses incurred and, if the amount of the loan which this instrument secures is greater than \$300, reasonable attorney's fees not exceeding fifteen percent (15%) of the unpaid debt after default, if referred for collection to an attorney not a salaried employee of Secured Party. The balance thereof shall be applied to the amount due; Debtor shall pay any resulting deficiency with interest thereon and shall be entitled to any surplus.

In construing this Agreement, the gender and number of words may be changed to meet the context. Any part of this Agreement contrary to the law of this State shall not invalidate other parts of this Agreement.

WITNESSED BY ME, the Secured Party, on this 1st day of May, 1968, at the City of New York, State of New York.

\_\_\_\_\_  
[Signature]

WITNESSED BY ME, the Debtor, on this 1st day of May, 1968, at the City of New York, State of New York.

\_\_\_\_\_  
[Signature]

WITNESSED BY ME, the Secured Party, on this 1st day of May, 1968, at the City of New York, State of New York.

\_\_\_\_\_  
[Signature]

WITNESSED BY ME, the Debtor, on this 1st day of May, 1968, at the City of New York, State of New York.

\_\_\_\_\_  
[Signature]

WITNESSED BY ME, the Secured Party, on this 1st day of May, 1968, at the City of New York, State of New York.

\_\_\_\_\_  
[Signature]

WITNESSED BY ME, the Debtor, on this 1st day of May, 1968, at the City of New York, State of New York.

\_\_\_\_\_  
[Signature]

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19..... of the Circuit Court of Baldwin County, to-wit: On the ....5th..... day of ....October....., 19.72., being a regular day of said term, .....INTERSTATE SECURITIES COMPANY, INC., a corporation,.....

recovered judgment against .....RONALD J. KEITH.....

for the sum of ....FOUR HUNDRED TWENTY ONE AND 56/100..... Dollars, and cost of suit, and affidavit having been made by .....DANIEL A. BENTON..... that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

.....SOUTHERN MARINE SERVICES, INC. ....

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

You Are Therefore Hereby Commanded to Summon .....

.....SOUTHERN MARINE SERVICES, INC. ....

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 ....its..... answer, or at any time intervening the time of serving the garnishment, and making the answer ....it..... was ..... indebted to said defendant ..... and whether .....it..... will not be indebted in future to said defendant ..... by a contract then existing, and whether by a contract then existing .....it..... 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 .....

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

Witness, Gurnie B. Blackmon, Clerk of said Court, this.....10..... day of June....., A. D., 19.74

Issued .....10..... day of June..... A. D., 19.74

ATTEST:

Gurnie B. Blackmon, Clerk.



Received 6-11-74  
Taylor Wilkins

Schultz  
M-only  
10749

CIRCUIT COURT, BALDWIN COUNTY

No.

10749 1/2

VS.

GARNISHMENT ON JUDGMENT

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Serve: 6-17-74  
Southern Marine Services  
Blakely Island, Ala  
Mr. McConnell, Pres.

Attorney

Moore Printing Company, Bay Minette, Alabama

Received 14 Day of June 1974  
and on 19 Day of June 1974  
I served a Copy of the within Garnishment  
on Southern Marine Services

by service of Mr. McConnell, President

RAY D. BRIDGES, Sheriff

By R. Schultz D. S.

10749 1/2  
June 1974  
James B. Bridges

NOTICE OF GARNISHMENT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

TO ..... RONALD J. KEITH ....., Defendant.....:

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

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

versus ..... RONALD J. KEITH ..... Defendant.....

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

..... SOUTHERN MARINE SERVICES, INC., Mobile River, Mobile, Alabama .....

has been named as Garnishee.....

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

10 day of June, 1974

Gurie B. Blackman  
Clerk of the Circuit Court.

STATE OF ALABAMA

Baldwin County

TO ..... RONALD J. KEITH ..... Defendant.....

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

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

versus ..... RONALD J. KEITH ..... Defendant.....

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

..... SOUTHERN MARINE SERVICES, INC., Mobile River, Mobile, Alabama .....

has been named as Garnishee.....

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

10 day of June, 1974

Gurnie B. Blackburn  
Clerk of the Circuit Court.

~~RECEIVED~~

JUN 11 1974

TAYLOR WILKINS  
SHERIFF

RECEIVED

TAYLOR WILKINS, Sheriff

100 Cents per mile Total \$

Sherriff claims

By service on

TAYLOR WILKINS, Sheriff

By

D. R.

N/E MOTHER SAID  
HE JOSEPH ASKE  
IN B.C. 6-15-74  
Received 14 day of June 1974  
and on 15 day of June 1974  
I served copy of this within  
on Harold J. Keith

10,499 1/2

## NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

Ronald J. Keith

Interstate Securities Co.

Plaintiff....

VS.

Ronald J. Keith  
Barnwell

Community

Defendant....

(B-18)

W-6-14-74

10,499 1/2

THE STATE OF ALABAMA  
Baldwin County

Circuit Court

Personally appeared before me, ~~Alice J. Duck~~, Clerk of the Circuit Court in and for Baldwin County and State  
aforesaid ..... DANIEL A. BENTON .....

who being duly sworn, on oath says, that a regular ..... Term

of the Circuit Court of Baldwin County, to-wit: on the ..... 5th ..... day of ..... October .....

19..72., ..... INTERSTATE SECURITIES COMPANY, INC., a corporation .....

recovered a judgment against ..... RONALD J. KEITH .....

..... for the sum of

FOUR HUNDRED TWENTY-ONE AND 56/100- - - - - Dollars

besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that .....

..... SOUTHERN MARINE SERVICES, INC., Mobile River, Mobile, Alabama .....

supposed to be indebted to or have effects of the said ..... RONALD J. KEITH .....

in ..... its ..... possession, or under ..... its ..... Control, and that he believes process of

Garnishment against said ..... SOUTHERN MARINE SERVICES, INC. ....

is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this ..... 10 .....

day of ..... June ..... A. D. 19..74 .....

..... *Ernie B. Blackmon* .....  
Clerk.

*Ernie B. Blackmon*

FILED  
JUN 10 1974  
ERNEST B. BLACKMON, CLERK  
CIRCUIT

# Southern Marine Service, Inc.

Post Office Box 2188

Mobile, Alabama 36601

(205) 438-4772 Office

(205) 438-9051 Fleeting Area

June 21, 1974

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

RE: Case No. 10,499½ - Interstate Securities Co., Inc.

vs.


Ronald J. Keith Badge No. 67

Dear Ms. Blackmon:

We are not indebted to the above Defendant at the present time. He does work for us and when he works we will make the legal deductions from his earnings to apply on the above Writ of Garnishment.

Very truly yours,

SOUTHERN MARINE SERVICE, INC.



LAVERNE CROSS

ELC

cc: Daniel Benton  
P. O. Box 361  
Daphne, Alabama 36532

Subscribed and sworn to before me this  
21st day of June, 1974

**FILED**

JUN 24 1974

EUNICE B. BLACKMON  
CIRCUIT CLERK



NAN M. REID, NOTARY PUBLIC  
STATE OF ALABAMA AT LARGE

## RELEASE OF GARNISHMENT

CIRCUIT Court of BALDWIN County, Alabama

RE: INTERSTATE SECURITIES COMPANY, INC., a corporation

vs.

Plaintiff.

RONALD J. KEITH

Defendant.

To: SOUTHERN MARINE SERVICE, INC.

GARNISHEE

I, EUNICE B. BLACKMON, Clerk of the CIRCUIT Court of BALDWIN County, Alabama, do hereby certify that in the above styled case, Garnishment has been released and Garnishee has been discharged.

Witness my hand, this the 30th day of OCTOBER, 19 74

*Eunice B. Blackmon* CLERK.

# Southern Marine Service, Inc.

Post Office Box 2188

Mobile, Alabama 36601

(205) 438-4772 Office

(205) 438-9051 Fleeting Area

October 24, 1974

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

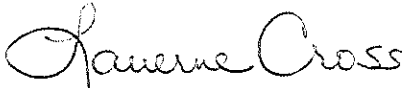
RE: Case No. 10,499<sup>1</sup>/<sub>2</sub> - Interstate Securities Co., Inc.  
vs  
Ronald J. Keith Badge No. 67

Dear Ms. Blackmon:

We are enclosing our check in the amount of \$ 56.05 to cover the monies collected by us on the above writ of garnishment. Please send us a written release, as Mr. Keith is no longer employed by this company.

Yours very truly,

SOUTHERN MARINE SERVICE, INC.



LAVERNE CROSS

ELC

Enc.

cc: Daniel Benton  
P. O. Box 361  
Daphne, Alabama 36532

FILED

OCT 29 1974

EUNICE B. BLACKMON CIRCUIT  
CLERK



*Ernest M. Bailey*  
*Lloyd E. Taylor*  
*Daniel A. Benton*

BAILEY, TAYLOR & BENTON

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

FAIRHOPE, ALABAMA 36532

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

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

October 24, 1974

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

Re: Interstate Securities v.  
Ronald Keith, Case No. 10,499-1/2

Dear Mrs. Blackmon:

By telephone conversation with Southern Marine Service, Inc., I have been advised that Mr. Keith's employment has been terminated and I am, therefore, requesting that the garnishment in this matter be dismissed.

It is my understanding that Southern Marine Service, Inc., did deduct money for one week before Mr. Keith quit his job and that money is forthcoming; but as a courtesy to Southern Marine, I am asking that the garnishment be dismissed.

Yours very truly,

*Daniel A. Benton*  
Daniel A. Benton

DAB:w  
cc-Southern Marine Service, Inc.  
cc-Interstate Securities Company, Inc.