

545-0226 & 0227
STATE OF ALABAMA
BALDWIN COUNTY

August 24, 1972

CIRCUIT COURT

CASE NO: 10,585

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Murray Bryant, Jr., to appear before the Circuit Court to be held for said County, at the place of holding the same, within 30 days from service of this process, then and there to answer the complaint of Scott Southern Division Employees Credit Union, (a corp).

Witness my hand this 30 day of August 1972.

Eunice B. Blanton

Clerk

C O M P L A I N T

SCOTT SOUTHERN DIVISION
EMPLOYEES CREDIT UNION, (A CORP)

VS:

MURRAY BRYANT, JR.

PLAINTIFF

DEFENDANT

COUNT ONE

Plaintiff claims of the defendant the sum of \$1067.41 with interest thereon, due by promissory note made by the defendant on to-wit: the 4th day of November 1971 which said sum with interest thereon is past due and unpaid, and Plaintiff avers that as a part of consideration of said instrument, defendant waived right to exemptions as to personal property, and agreed to pay a reasonable attorney fee for which the plaintiff claims the additional sum of \$355.80 Dollars.

COUNT TWO

Plaintiff claims of the defendant 1042.58 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 4th day of November 1971 in the face amount of \$1135.72 Dollars and payable in monthly installments of \$69.21 Dollars, with a provision that in case of any default in payments the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable by virtue of default in an installment payment due on, to-wit, June 31, 1972.

Plaintiff avers that by the terms of said note, the defendant waived exemption rights as to personal property secured to Scott Southern Division Employees Federal Credit Union, (a corp) by law, and plaintiff claims the benefit thereof.

Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$355.80 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

Plaintiff claims of the defendant \$1042.58 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 4th day of November 1971 in the face amount of \$1135.72 Dollars and payable in monthly installments with a provision that in case of any default in payments the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable on, to-wit, 31st day of June 1972 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 31st day of May 1972 at 1 per cent per month on the unpaid balance.

Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$355.80 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT FOUR

Plaintiff claims of the defendant the sum of \$516.37 with interest thereon, due by promissory note made by the defendant on to-wit: the 17th day of January 1972 which said sum with interest thereon is past due and unpaid, and Plaintiff avers that as a part of consideration of said instrument, defendant waived right to exemptions as to personal property, and agreed to pay a reasonable attorney fee for which the plaintiff claims the additional sum of \$172.12 Dollars.

COUNT FIVE

Plaintiff claims of the defendant 504.37 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 17th day of January 1972 in the face amount of \$1866.32 Dollars and payable in monthly installments of \$79.20 Dollars, with a provision that in case of any default in payments the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable by virtue of default in an installment payment due on, to-wit, June 31, 1972.

Plaintiff avers that by the terms of said note, the defendant waived exemption rights as to personal property secured to Scott Southern Division Employees Federal Credit Union, (a corp) by law, and plaintiff claims the benefit thereof.

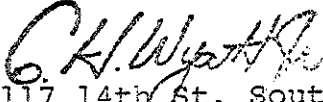
Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$172.12 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT SIX

Plaintiff claims of the defendant \$504.37 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 17th day of January 1972 in the face amount of \$1866.32 Dollars and payable in monthly installments with a provision that in case of any default in payments the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable on, to-wit, 31st day of June 1972 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 31st day of May 1972 at 1 per cent per month on the unpaid balance.

Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$172.12 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COLE, WYATT & BRADSHAW, ATTORNEYS


1117 14th St. South
Birmingham, Alabama
933-2100

Plaintiff's address
P.O. Box 2447
Mobile, Alabama

Defendant's address
Box 48
Stockton, Alabama

FILED

AUG 30 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

#10,585

SCOTT SOUTHERN DIVISION EMPLOYEES
CREDIT UNION, (A CORP)

VS:

MURRAY BRYANT, JR.

FILED

AUG 30 1972

EUNICE B. BLACKMON CIRCUIT CLERK

RECEIVED

AUG 31 1972

TAYLOR WILKINS

Cole, Wyatt & Bradshaw

Received 31 day of August 1972

and on 31 day of Aug- 1972

I served a copy of the within on Murray Bryant Jr.

By service on

TAYLOR WILKINS Sheriff
E. B. Blackmon
Decker

Sherriff elings 22 mailed at

Ten Cents per mile Total \$ 2.00

BY E. B. Blackmon DEPUTY SHERIFF

DEPT. OF REVENUE

AUG 30 1972

FILED

MOTION FOR JUDGMENT BY DEFAULT

State of Alabama }
BALDWIN County }

IN THE CIVIL COURT

CASE No. 10,585

Scott Southern Division Employees Credit Union, PLAINTIFF

Vs.

Murray Bryant, Jr., DEFENDANT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendant upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendant on the 31st day of August, 1972.

2. The Defendant has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.

3. More than 30 days has lapsed since said service.

4. Affidavit attached

FILED

SEP 12 1973

EUNICE B. BLACKMON CIRCUIT CLERK

JOHN L. COLE
ATTORNEY-AT-LAW
1117 SOUTH 14TH STREET
BIRMINGHAM, ALA. 35205
TEL. NO. 933-2100

BASIC AMOUNT CLAIMED IN COMPLAINT	COUNT 1 \$ 1042.58	COUNT 2 \$ 504.37
ATTORNEY'S FEE	\$ 160.11	78.86
INTEREST	\$ 160.38	77.57
TOTAL JUDGMENT	\$ 1363.07	660.80

Total Judgment 2023.87

Scott Southern Div. Empl. Credit Union
a corp.

Versus.

Murray Bryant, Jr.

CIVIL
IN THE ~~EXR&XXZ~~ COURT OF
BALDWIN COUNTY, ALABAMA

CIVIL NO. 10,585

AFFIDAVIT FOR ENTRY OF DEFENDANT'S DEFAULT

State of Alabama)
County of BALDWIN

John L. Cole, being first duly sworn, deposes and says:

1. That he is attorney of record for the plaintiff, and has personal knowledge of the facts set forth in this affidavit.
2. That the defendant was duly served with a copy of the summons, together with a copy of plaintiff's complaint on the 31 day of August, 1972.
3. That more than 30 days have elapsed since the date on which the defendant was served with summons and a copy of the complaint.
4. That the defendant has failed to answer or otherwise defend as to plaintiff's complaint, or serve a copy of any answer or other defense which he might have upon the undersigned attorney of record for the plaintiff.
5. That the defendant is not an infant, or incompetent person, nor is the defendant a member of the military service of the United States.
6. That this affidavit is executed by affiant herein in accordance with Rule 55 (a) of the Alabama Rules of Civil Procedure for the purpose of enabling the plaintiff to obtain an entry of default against the defendant for his failure to answer or otherwise defend as to the plaintiff's complaint.
7. That the amount of money due by defendant to the plaintiff in this cause is the sum of \$1363.07 in Count 1 and \$660.80 in Count 4.

Subscribed and sworn to before me this day of September, 1973.

Clerk, Circuit Court,

PLAINTIFF'S APPLICATION TO CLERK FOR ENTRY OF DEFAULT.

The clerk of this court is requested to enter defendant's default for failure to plead, answer or otherwise defend plaintiff's complaint as set out in the affidavit hereinabove.

Attorney for Plaintiff.

PLAINTIFF'S APPLICATION TO CLERK FOR DEFAULT JUDGMENT FOR AN AMOUNT CERTAIN.

The clerk of this Court is requested to enter a default judgment in favor of the plaintiff and against the defendant herein for an amount certain, viz: \$1363.07 and \$660.80 on the ground that default has been entered against defendant for failure to answer or otherwise defend as to the plaintiff's complaint.

Attorney for Plaintiff.

Received and filed this the day of , 19 .

Clerk, Circuit Court

SCOTT SOUTHERN DIVISION EMPLOYEES
CREDIT UNION, A Corporation,

PLAINTIFF

VS

MURRAY BRYANT, JR.

DEFENDANT

X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

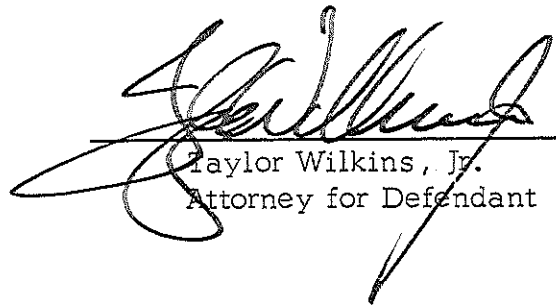
AT LAW

CASE NO: 10,585

DEMURRER

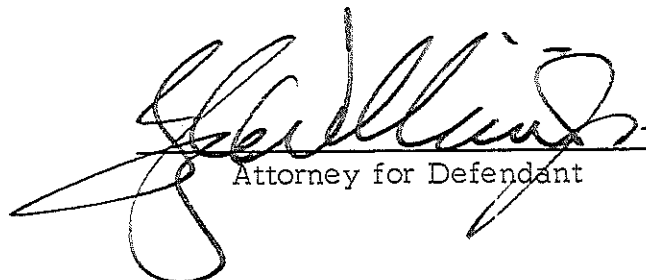
Comes now the Defendant, Murray Bryant, Jr., in the above styled cause, and files this demurrer to each and every count thereof in the Plaintiff's complaint and sets down and assigns the following ground separately and severally:

1. The Plaintiff has failed to state a cause of action against the Defendant in its bill of complaint.



Taylor Wilkins, Jr.
Attorney for Defendant

I, the undersigned, Taylor Wilkins, Jr., do hereby certify that I have on this the 11 day of September, 1972, forwarded a true and exact copy of the foregoing demurrer to C. H. Wyatt, Jr., Attorney at Law, Birmingham, Alabama, attorney of record for the Plaintiff, by mailing the same in the United States Post Office, properly addressed, with first class postage paid thereon.



Attorney for Defendant

FILED

SEP 12 1972

EUNICE B. BLACKMON CIRCUIT CLERK

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA

Baldwin COUNTY

Before me the undersigned

the Clerk of the Civil Circuit Court of said County, personally appeared John L. Cole who, being duly sworn, depose and say that

Scott Southern Division Credit Union, a corporation

Plaintiff recovered a judgment at the September 12, Term, A. D., 1973 of said

Circuit Court of said County, against Murry Bryant, Jr.

Defendant

for the sum of Two-thousand twenty-three & 87/100 (\$2,023.87) plus interest Dollars of \$20.29 and the further sum of Dollars, cost of suit;

and that Fred S. Ball, Jr. & Richard Ball, Statutory Agents d/b/a Shell Oil, Co., Inc

supposed to be indebted to the said Defendant, or to have effects of the said Defendant in its possession or under its control, and that he believe that process of Garnishment against

the said Murry Bryant, Jr.

is necessary to obtain satisfaction of said judgment.

John Cole

FILED

DEC 14 1973 Subscribed and sworn to before me, this 11 day of December, A. D., 1973.

B. BLACKMON CIRCUIT CLERK

Lecenia M. Cole Clerk Notary Public

No.

THE STATE OF ALABAMA

COUNTY

COURT

vs.

WRIT OF GARNISHMENT ON JUDGMENT

Issued, 19

Clerk

Attorney

Received in office

19

Sheriff

Executed by serving

cop of the within Writ of Garnishment on the within named:

on this day of

19

Sheriff

December 6, 1973

GARNISHMENT ON JUDGMENT

1103-2

ROBERTS & SON—BIRMINGHAM

STATE OF ALABAMA

Civil Circuit

COURT

Baldwin County

Case No. 10,585

TO ANY SHERIFF OF THE STATE OF ALABAMA . . . GREETINGS:

WHEREAS, on the 12th day of September, 1973 in the Civil Circuit Court of said County, Scott Southern Division Credit Union, a corporation Plaintiff recovered Judgment against Murry Bryant, Jr. SS#418-44-1312 Defendant for the sum of \$2,023.87 and costs, and made affidavit as required by law that Fred S. Ball, Jr. & Richard Ball, Statutory Agents d/b/a Shell Oil Company, Inc. plus interest of \$20.29 is supposed to be indebted to said Defendant or have effects of said Defendant in possession or under control, and believes that process of garnishment is necessary to obtain satisfaction of said Judgment.

YOU ARE THEREFORE COMMANDED to Summon the said Fred S. Ball, Jr. & Richard Ball Statutory Agents d/b/a Shell Oil Company, Inc. as Garnishee, to appear in said Court and file sworn answer within thirty (30) days from service of this Writ what garnishee was indebted to said Defendant at time of service of Writ, or when making answer, or during intervening time, and whether or not Garnishee will be indebted in future to him by contract then existing, and whether Garnishee has not in possession or under control property, or things in action belonging to said Defendant.

YOU ARE FURTHER COMMANDED to notify Garnishee to RETAIN 25 PER CENT OF WAGES, SALARY OR OTHER COMPENSATION, subject to restrictions of Public Law 90-321 (see note below), DUE OR TO BECOME DUE TO SAID DEFENDANT, DURING SUCH PERIOD OF TIME AS NECESSARY TO ACCUMULATE THE SUM OF (\$) (Judgment and costs), 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.

WITNESS My Hand _____ 19 _____

Clerk,

NOTE: Restriction on Garnishment—Public Law 90-231 reads in part as follows:

"the maximum part of the aggregate disposable earnings of an individual for any work week which is subjected to garnishment may not exceed

- (1) 25 per centum of his disposal earnings for that week, or
- (2) the amount by which his disposable earnings for that week exceed thirty times the Federal minimum hourly wage prescribed by section 206(a) (1) of Title 29 in effect at the time the earnings are payable, whichever is less. In the case of earnings for any pay period other than a week, the Secretary of Labor shall by regulation prescribe a multiple of the Federal minimum hourly wage equivalent to that set forth in paragraph (2)."

Other provisions of Public Law 90-321, Title III, (U S Code) Section 1674
Restriction on discharge from employment by reason of garnishment

- (a) No employer may discharge any employee by reason of the fact that his earnings have been subjected to garnishment for any one indebtedness.
- (b) Whoever willfully violates subsection (a) of this section shall be fined not more than \$1,000, or imprisoned not more than one year, or both.

Mail Answer To _____ Court Clerk Promptly After Being Served By The Sheriff

- If Garnishee fails to file sworn answer within 30 days from date Writ is received the Plaintiff can proceed for Judgment against Garnishee for amount of Plaintiff's claim plus Court Costs.

RECEIVED IN OFFICE RECEIVED
 Received _____, 19____
 DEC 19 1973 DEC 17 1973
 TAYLOR SHERIFF
 M. S. BUTLER, Sheriff
 RETURN

This Writ Executed by serving copy on

*Fred S. Ball, Jr. as agent
 for Shell Oil Company*

DATE 19 Dec, 1973

M. S. Butler SHERIFF

BY: *H. Dason* D. S.

The space below is provided for Garnishee to use for keeping a record.

*M. S. Butler, Sheriff of Montgomery
 County, Alabama, Claim \$1.50 each for
 serving one process(es) and \$1.00
 travel expense on each of one
 process(es) or a total of 2.50*

H. Dason Deputy Sheriff

10,585 1/2
 Case Number

Civil Circuit COURT
 Baldwin COUNTY, ALABAMA

Scott Southern Division Credit Union, a corporation
 P.O. Box 2447
 Mobile, Alabama
 Plaintiff.

vs.

Murray Bryant, Jr.
 SS#418-44-1312 Defendant.

Fred S. Ball, Jr. & Richard Ball, Statutory Garnishee.
 Agents d/b/a Shell Oil Co.,
 200 Lawrence Street
 Mobile, Alabama Address.

GARNISHMENT ON
 JUDGMENT

\$ _____ Judgment
 \$ _____ Court Costs
 \$ _____ Mileage
 \$ _____ TOTAL

FILED

DEC 14 1973

EUNICE B. BLACKMON CIRCUIT CLERK

ANSWER OF GARNISHEE

10,585
 CASE NUMBER

Scott Southern Division
 Credit Union, a corporation
 P.O. Box 2447
 Mobile, Alabama

Plaintiff.

vs.

Murray Bryant, Jr.
 SS#418-44-1312
 Box 48
 Stockton, Alabama (Baldwin) Defendant.

Civil Circuit COURT
 Baldwin, Alabama

JOHN L. COLE
 ATTORNEY AT LAW
 1117 SOUTH 14TH STREET
 BIRMINGHAM, ALA. 35205
 TEL. NO. 933-2100

1. DEFENDANT EMPLOYED BY GARNISHEE when Writ received, or when making this answer, or during intervening time, and WILL WITHHOLD from the salary, wages, or compensation, as required, and pay total into Court.

2. GARNISHEE has in possession or control, property or money belonging to Defendant, which is not wages, salary or compensation, namely:

and am holding same subject to orders of Court.

3. Defendant NOT EMPLOYED — Garnishee NOT INDEBTED when Writ received, or when making this answer, or during intervening time, and have not in possession or control any belongings of said Defendant.

Sworn to and subscribed before me

_____ 19 ____

Notary Public

THE STATE OF ALABAMA, Baldwin COUNTY

IN THE CIRCUIT COURT

December 7 Term, 1973

Scott Southern Division Credit Union, a corporation Plaintiff

Versus

Murray Bryant, Jr. Defendant

Fred S. Ball, Jr. & Richard Ball, Statutory Agents, d/b/a Shell Oil Co. Inc. Garnishee

To Murray Bryant, Jr.

You will take notice that affidavit having been made in the above stated cause, that Fred S. Ball, Jr., & Richard Ball, Statutory Agents d/b/a Shell Oil Company, Inc.

is supposed to be indebted to the said defendant Murray Bryant, Jr.

or have effects of the said Murray Bryant, Jr. in its

possession or under its control and that it is believed that process of garnish-

ment is necessary against said Murray Bryant, Jr. to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said Fred S. Ball, Jr. & Richard Ball, Statutory Agents d/b/a Shell Oil Company, Inc. commanding it to be and appear before

the Circuit Court to be holden for Baldwin County, Alabama, and within thirty days

after service thereof, then and there to answer on oath what its indebtedness to said

Murray Bryant, Jr. at the time of service of this Writ of Garnishment, or at the

time of making its answer, and whether it will not be indebted in future to him

by contract then existing, and whether it have not in its possession or under its

control personal or real property or things in action belonging to defendant

Murray Bryant, Jr.

Witness my hand this the 14 day of Dec., 1973

Ernest B. Blackburn, Clerk

Received in office _____, 19____

Sheriff

Executed by serving 1
cop4 of the within Notice of Garnish-
ment on the within named.

Murry Bryant, Jr.

on the 3 day of Jan, 1973

Taylor Wilkins
Sheriff

RECEIVED

DEC 17 1973

TAYLOR WILKINS
SHERIFF

Sherriff claims
Ten Cents per mile Total \$
TAYLOR WILKINS, Sheriff
SHERIFF

No. 10,585 1/2

THE STATE OF ALABAMA

Baldwin COUNTY

CIRCUIT COURT

Scott Southern Division
Credit Union, a corporation
P.O. Box 2447
Mobile, Alabama

Plaintiff

vs.

Murry Bryant, Jr.
Box 48
Stockton, Alabama
Baldwin County

Defendant

Fred S. Ball, Jr. & Richard
Ball, Statutory Agents d/b/a
Shell Oil Company, Inc.
200 So. Lawrence
Montgomery, Alabama

Garnishee

FILED

Notice to Defendant of Issuing
Garnishment

DEC 14 1973

EUNICE B. BLACKMON CIRCUIT CLERK

JOHN L. COLE

ATTORNEY-AT-LAW

1117 SOUTH 14TH STREET

BIRMINGHAM, ALA. 35205

TEL. NO. 933-2100

Attorney

IN THE CIVIL CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

SCOTT SOUTHERN DIVISION CREDIT UNION

PLAINTIFF

VS.

NO. 10,585

MURRY BRYANT, JR.
SHELL OIL COMPANY

DEFENDANT
GARNISHEE

ANSWER OF GARNISHEE

NOW COMES SHELL OIL COMPANY, Garnishee in the above styled and numbered cause and answers that Defendant, Murry Bryant, Jr., was employed by Garnishee when writ received and Shell Oil Company will withhold from the salary, wages or compensation, as required, 25 percent of Defendant's disposable earnings.

Shell Oil Company further avers that the sum of Two-Thousand Twenty-Three Dollars and Eighty-Seven Cents (\$2,023.87) plus interest of Twenty Dollars and Twenty-Nine Cents (\$20.29) will be accumulated by withholding from each of the said Murry Bryant's pay checks and when the entire sum has been accumulated Garnishee will pay same into Court immediately.

Allen Lackey

ALLEN LACKEY, Attorney for
Shell Oil Company

SWORN TO AND SUBSCRIBED BEFORE ME this the 31st day of December,

1973.

Lester J. Vane

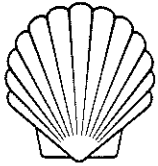
NOTARY PUBLIC
LESTER J. VANE

Notary Public, Parish of Orleans, State of Louisiana
My Commission is issued for life

FILED

JAN 10 1974

EUNICE B. BLACKMON CIRCUIT
CLERK



SHELL OIL COMPANY

ONE SHELL SQUARE
P. O. BOX 60193
NEW ORLEANS, LOUISIANA 70160

January 8, 1974

Re: Scott Southern Division Credit Union
v. Murry Bryant, Jr., Shell Oil Company -
Garnishee, No. 10,585 1/2

Eunice B. Blackmon, Clerk
Civil Circuit Court
Baldwin County, Alabama
P. O. Box 239
Bay Minette, Alabama

Dear Mrs. Blackmon:

As we discussed over the telephone, I am forwarding two copies of Shell's Answer as Garnishee in captioned case. We are withholding approximately \$90.00 every two weeks from Mr. Bryant's pay check which is the maximum we may withhold according to law.

I understand that you will forward a copy of this letter and our answer to Mr. Cole, Attorney for Scott Southern Division Credit Union. Please call me at (504) 588-4653 if you have any questions concerning this matter.

Very truly yours,

Allen Lackey, Attorney
For Shell Oil Company

AL:TS

Enclosure

FILED

JAN 10 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

IN THE CIVIL CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

SCOTT SOUTHERN DIVISION CREDIT UNION

PLAINTIFF

V.

MURRY BRYANT, JR.

DEFENDANT

SHELL OIL COMPANY

GARNISHEE-DEFENDANT

NO. 10585

ORDER DISMISSING GARNISHEE-DEFENDANT

This cause came on for hearing on the motion of Garnishee-Defendant, Shell Oil Company, and the Court finds that Shell has paid the sum of Two Thousand Sixty-Four Dollars and Seven Cents (\$2,064.07).

The Court further finds that said payment fully satisfies the judgment in the above styled and numbered cause.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that Shell Oil Company be fully and finally dismissed as Garnishee-Defendant in the above-styled and numbered cause.

ORDERED, ADJUDGED AND DECREED this the 13th day of January, 1975.

Jelena J. Woodbridge

FILED

JAN 13 1975

EUNICE B. BLACKMON CIRCUIT
CLERK

THE STATE OF ALABAMA

CIVIL CIRCUIT COURT AT LAW

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

Whereas, at the September 12 Term, 1973, of the Civil Circuit Court of Baldwin County Scott Southern Division Credit Union, a corp.

Plaintiff recovering a judgment against Murray Bryant, Jr.

Defendant for the sum of Two-thousand twenty-three & 87/100 (\$2023.87) plus interest of \$20.29 Dollars and cost of suit; and whereas,

John L. Cole, ha made affidavit as required by law, that Fred S. Ball, Jr. and Richard Ball, Statutory Agents d/b/a Shell Oil Company, Inc. supposed to be indebted to said Defendant or ha effects of said Defendant in its possession or under its control, and that he believe that process of Garnishment against the said Murray Bryant, Jr.

is necessary to obtain satisfaction of said judgment.

THESE ARE THEREFORE TO COMMAND YOU, That you summon the said Fred S. Ball, Jr. and Richard Ball, Statutory Agents d/b/a Shell Oil, Co., Inc.

to be and appear in the Civil Circuit Court of Baldwin County within thirty days from the service of this writ, then and there to answer, on oath, whether, at the time of this service of the Garnishment or the time of making its answer at any time intervening between the time of serving the Garnishment and making the answer, w indebted to the Defendant, and whether he will not be indebted in future to him by a contract then existing, and whether by a contract then existing it is liable to him

for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether it ha not in its possession or under its control money or effects belonging to the Defendant.

The Cost of Court in the original suit is \$, the Court Cost of this Garnishment proceeding to date is \$

If said answer shows an indebtedness due or to become due by the Garnishee to the Defendant by contract then existing, you are commanded to answer further whether or not such indebtedness is for wages, salaries, or other compensation of laborers or employees residents of this state for personal services, and if so, you are commanded (a) to retain 25% thereof during such period of time as is necessary to accumulate a sum equal to the amount shown on this writ as due (b) at which time you will pay the same to the clerk of this Court; and (c) should the employment of the said Defendant be terminated, you will report such termination to the clerk of this Court within 15 days after the termination and pay into court all sums as have been withheld from the Defendant's wages, salaries or other compensation.

Witness, this day of, 19

Clerk.

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA

Before me the undersigned

Baldwin COUNTY

The Clerk of the Civil Circuit Court of said County, personally appeared

John L. Cole who, being duly sworn, depose and say that

Scott Southern Division Credit Union, a corporation

Plaintiff recovered a judgment at the September 12 Term, A. D., 1973 of said

Civil Circuit Court of said County, against

Murray Bryant, Jr. Defendant

for the sum of Two-thousand twenty-three & 87/100 (\$2023.87) plus interest Dollars of \$20.29

and the further sum of Dollars, cost of suit;

and that Fred S. Ball, Jr. and Richard Ball Statutory Agents, d/b/a Shell Oil, Co. Inc

supposed to be indebted to the said Defendant, or to have effects of the said Defendant in its

possession or under its control, and that he believe that process of Garnishment against

the said Murray Bryant, Jr.

is necessary to obtain satisfaction of said judgment.

John L. Cole

Subscribed and sworn to before me, this day of, A. D., 19

Clerk

No. 10,585

THE STATE OF ALABAMA

BALDWIN COUNTY

CIVIL CIRCUIT COURT

Scott Southern Division Credit Union, a corporation P.O. Box 2447 Mobile, Alabama 36601

vs.

Murray, Bryant, Jr. Box 48 Stockton, Alabama Baldwin County

WRIT OF GARNISHMENT ON JUDGMENT

Issued 19

Clerk

JOHN L. COLE

ATTORNEY-AT-LAW

1117 SOUTH 14TH STREET

BIRMINGHAM, ALA. 35205

TEL. NO. 933-2100

Attorney

ROBERTS & SON, BIRMINGHAM, ALA.

Received in office

19

Sheriff

Executed by serving

cop of the within Writ of Garnishment on the within named:

on this day of

19

Sheriff

THE STATE OF ALABAMA

CIVIL CIRCUIT COURT AT LAW

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA—GREETING:

Whereas, at the September 12 Term, 1973, of the Civil Circuit Court of Baldwin County Scott Southern Division Credit Union, a corp.

Plaintiff recovering a judgment against Murray Bryant, Jr.

Defendant for the sum of Two-thousand twenty-three & 87/100 (\$2023.87) plus interest of \$20.29 Dollars and cost of suit; and whereas,

John L. Cole, ha made affidavit as required by law, that Fred S. Ball, Jr. and Richard Ball, Statutory Agents d/b/a Shell Oil Company, Inc. supposed to be indebted to said Defendant or has effects of said Defendant in its possession or under its control, and that he believe that process of Garnishment against the said Murray Bryant, Jr.

is necessary to obtain satisfaction of said judgment.

THESE ARE THEREFORE TO COMMAND YOU, That you summon the said Fred S. Ball, Jr. and Richard Ball, Statutory Agents d/b/a Shell Oil, Co., Inc.

to be and appear in the Civil Circuit Court of Baldwin County within thirty days from the service of this writ, then and there to answer, on oath, whether, at the time of this service of the Garnishment or the time of making its answer at any time intervening between the time of serving the Garnishment and making the answer, whether indebted to the Defendant, and whether he will not be indebted in future to him by a contract then existing, and whether by a contract then existing it is liable to him for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money or effects belonging to the Defendant.

The Cost of Court in the original suit is \$, the Court Cost of this Garnishment proceeding to date is \$.

If said answer shows an indebtedness due or to become due by the Garnishee to the Defendant by contract then existing, you are commanded to answer further whether or not such indebtedness is for wages, salaries, or other compensation of laborers or employees residents of this state for personal services, and if so, you are commanded (a) to retain 25% thereof during such period of time as is necessary to accumulate a sum equal to the amount shown on this writ as due (b) at which time you will pay the same to the clerk of this Court; and (c) should the employment of the said Defendant be terminated, you will report such termination to the clerk of this Court within 15 days after the termination and pay into court all sums as have been withheld from the Defendant's wages, salaries or other compensation.

Witness, this day of, 19

Clerk.

AFFIDAVIT IN GARNISHMENT ON JUDGMENT

THE STATE OF ALABAMA

Baldwin

COUNTY

Before me the undersigned

the Clerk of the Civil Circuit Court of said County, personally appeared

John L. Cole

who, being duly sworn, depose and say that

Scott Southern Division Credit Union, a corporation

Plaintiff recovered a judgment at the September 12

Term, A. D., 1973 of said

Civil Circuit Court of said County, against

Murray Brvant, JR.

Defendant

for the sum of Two-thousand twenty-three & 87/100 (\$2023.87) plus interest Dollars

of \$20.29 and the further sum of

Dollars, cost of suit;

and that Fred S. Ball, Jr. and Richard Ball Statutory Agents, d/b/a Shell Oil, Co. Inc

supposed to be indebted to the said Defendant, or to have effects of the said Defendant in its

possession or under its control, and that he believe that process of Garnishment against

the said Murray Brvant, Jr.

is necessary to obtain satisfaction of said judgment.

John L. Cole

Subscribed and sworn to before me, this 6th day of November, A. D., 1973

Lillian M. Cole

Clerk

Notary Public

No. 10,585

THE STATE OF ALABAMA

BALDWIN COUNTY

CIVIL CIRCUIT COURT

Scott Southern Division Credit Union, a corporation
P.O. Box 2447
Mobile, Alabama 36601

vs.

Murray, Bryant, Jr.
Box 48
Stockton, Alabama
Baldwin County

WRIT OF GARNISHMENT ON JUDGMENT

Issued _____, 19____

Clerk

JOHN L. COLE

ATTORNEY-AT-LAW

1117 SOUTH 14TH STREET

BIRMINGHAM, ALA. 35205

TEL. NO. 933-2100

Attorney

REGISTERED NOTARY PUBLIC, ALA.

Received in office

_____, 19____

Sheriff

Executed by serving

cop _____ of the within Writ of Garnishment on the within named:

on this _____ day of _____

_____, 19____

Sheriff

THE STATE OF ALABAMA, BALDWIN COUNTY

IN THE CIRCUIT COURT

November 5 Term, 19 73

Scott Southern Division Credit Union, a corporation Plaintiff

Versus

Murray Bryant, Jr. Defendant

Fred S. Ball, Jr. & Richard Ball, Statutory Agents d/b/a Shell Oil Company, Inc. Garnishee

To Murray Bryant, Jr.

You will take notice that affidavit having been made in the above stated cause, that

Fred S. Ball, Jr. & Richard Ball, Statutory Agents d/b/a Shell Oil Company Inc.

is supposed to be indebted to the said defendant Murray Bryant, Jr.

or have effects of the said Murray Bryant, Jr. in its

possession or under its control and that it is believed that process of garnish-

ment is necessary against said Murray Bryant, Jr. to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said Fred S. Ball, Jr. & Richard Ball, Statutory Agents d/b/a Shell Oil Company, Inc. commanding it to be and appear before

the Circuit Court to be holden for Baldwin County, Alabama, and within thirty days

after service thereof, then and there to answer on oath what its indebtedness to said

Murray Bryant, Jr. at the time of service of this Writ of Garnishment, or at the

time of making its answer, and whether it will not be indebted in future to him

by contract then existing, and whether it have not in its possession or under its

control personal or real property or things in action belonging to defendant

Murray Bryant, Jr.

Witness my hand this the _____ day of _____, 19 _____

_____, Clerk

Received in office _____, 19____

Sheriff

Executed by serving _____
cop _____ of the within Notice of Garnish-
ment on the within named.

on the _____ day of _____, 19____

Sheriff

No. ~~10,585~~

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Scott Southern Division
Credit Union, a corporation
P.O. Box 2447
Mobile, Alabama

Plaintiff

vs.

Murray Bryant, Jr.
Box 48
Stockton, Alabama 36579
~~Baldwin County~~ Defendant

Fred S. Ball, Jr. &
Richard Ball, Statutory Agents
~~d/b/a Shell Oil Company, Inc.~~
200 So. Lawrence Garnishee
~~Montgomery, Alabama~~

**Notice to Defendant of Issuing
Garnishment**

JOHN L. COLE
ATTORNEY-AT-LAW
1117 SOUTH 14TH STREET
BIRMINGHAM, ALA. 35205
TEL. NO. 933-2100

Attorney

THE STATE OF ALABAMA, BALDWIN COUNTY

IN THE CIRCUIT COURT

November 5 Term, 19 73

Scott Southern Division Credit Union, a corporation

Plaintiff

Versus

Murray Bryant, Jr.

Defendant

Fred S. Ball, Jr. & Richard Ball, Statutory Agents d/b/a Shell Oil Company, Inc.
Garnishee

To Murray Bryant, Jr.

You will take notice that affidavit having been made in the above stated cause, that

Fred S. Ball, Jr. & Richard Ball, Statutory Agents d/b/a Shell Oil Company Inc.

is supposed to be indebted to the said defendant Murray Bryant, Jr.

or have effects of the said Murray Bryant, Jr. in its

possession or under its control and that it is believed that process of garnish-

ment is necessary against said Murray Bryant, Jr. to obtain

satisfaction of said judgment.

That Writ of Garnishment has this day been issued to the said Fred S. Ball, Jr. & Richard Ball, Statutory Agents d/b/a Shell Oil Company, Inc. commanding it to be and appear before

the Circuit Court to be holden for Baldwin County, Alabama, and within thirty days

after service thereof, then and there to answer on oath what its indebtedness to said

Murray Bryant, Jr. at the time of service of this Writ of Garnishment, or at the

time of making its answer, and whether it will not be indebted in future to him

by contract then existing, and whether it have not in its possession or under its

control personal or real property or things in action belonging to defendant

Murray Bryant, Jr.

Witness my hand this the _____ day of _____, 19 _____

Received in office _____, 19____

Sheriff

Executed by serving _____
cop. _____ of the within Notice of Garnish-
ment on the within named.

on the _____ day of _____, 19____

Sheriff

No. 10,585

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Scott Southern Division
Credit Union, a corporation
P.O. Box 2447
Mobile, Alabama

Plaintiff

vs.

Murray Bryant, Jr.
Box 48
Stockton, Alabama 36579
Baldwin County

Defendant

Fred S. Ball, Jr. &
Richard Ball, Statutory Agents
d/b/a Shell Oil Company, Inc.
200 So. Lawrence
Montgomery, Alabama

**Notice to Defendant of Issuing
Garnishment**

JOHN L. COLE
ATTORNEY-AT-LAW
1117 SOUTH 14TH STREET
BIRMINGHAM, ALA. 35205
TEL. NO. 933-2100

Attorney

AFFIDAVIT

3281

Criminal Case
MOORE Priz. Co., Bay Minette

State Of Alabama }
Baldwin County }

In the Inferior Court of Bay Minette

Before me, Mack Henderson Inferior Court Judge
in and for said County, personally appeared Robert Stewart who, being
duly sworn, deposes and says on oath that he has probable cause for believing and does believe that
in said County, on or about 11-19-73 that one Donald E. McCrary
did have in his possession burglary tools

Crowder

_____ against the peace and dignity of the State of Alabama

Sworn to and subscribed before me this 20
day of November, A.D., 1973

Mack Henderson Judge of Inferior Court *Robert F. Stewart*

WARRANT

State Of Alabama }
Baldwin County }

To any Lawful Officer of Said County, Greetings:
You are hereby commanded to arrest Donald E. McCrary
and bring him
before me to answer the State of Alabama on a charge
Possession of Burglary tools

_____ and have you then and there this writ your return thereon _____

Witness my hand this 20 day of November, 1973
Mack Henderson
Judge of Inferior Court

MITTIMUS OR COMMITMENT

State Of Alabama }
Baldwin County }

To the Jailer of Baldwin County:

On complaint of Robert Stewart
charging Donald E. McCrary
with the offense of Possession of Burglary Tools

it appearing that such offense has been committed, and that there is sufficient cause to believe that
he _____ has been guilty thereof, you are
therefore commanded to receive him into your custody, and detain him until he is legally discharged.

Dated this 20 day of November, 1973
Mack Henderson
Judge of Inferior Court

STATE OF ALABAMA
BALDWIN COUNTY

Inferior Court

AFFIDAVIT

THE STATE OF ALABAMA
VS.

Witnesses for the State

DESCRIPTION

Height _____ Weight _____
Color _____ Sex _____
Age _____ Hair _____
Address _____

Warrant Of Arrest

THE STATE OF ALABAMA

vs.

Executed this the.....day of 19....

By arresting the within named Defendant

and placing him or her In Jail.....

Taylor Wilkin Sheriff

Robert H. Hester Deputy Sheriff

..... State Trooper

Personally appeared the undersigned, who being duly sworn deposes and says: I am a Deputy Sheriff of Baldwin County, Ala., in the above case, in the above mentioned Court in executing the warrant of arrest of the defendant. I

traveled miles by the most direct route to point of arrest and return, and the Sheriff is entitled to mileage at 10c per mile. Point of arrest: _____

Signed
Subscribed and sworn to before me thisday of 19....

Judge of Inferior Court

STATE OF ALABAMA
Baldwin County

INFERIOR COURT OF

THE STATE OF ALABAMA

vs.

Mittimus

The State of Alabama
Baldwin County

I, a Judge of Inferior Court in and for said State and County, do and hereby certify that

..... the Defendant; is required to give bail in the sum of \$..... for his appearance at the 19..... Term of the Court of County, Ala.

Given under hand this the day of 19....

Judge of Inferior Court