

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon WILLIAM F. ANDERSON, d/b/a ANDERSON'S DEPARTMENT STORE, 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, Alabama, at the place of holding same by T. B. C. ASSOCIATES, INC., a New York Corporation.

Witness my hand this the 11 day of February, 1960.

Reverend J. H. H. H.
Clerk

Feb 2-11-60
* * * * *

COMPLAINT

T. B. C. ASSOCIATES, INC. a)
New York Corporation,)

PLAINTIFF,)

VS:)

WILLIAM F. ANDERSON, d/b/a)
ANDERSON'S DEPARTMENT STORE,)
DEFENDANT.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT I:

The plaintiff claims of the defendant FIVE HUNDRED FIFTY & 00/100 DOLLARS (\$550.00), due from him by account on, to wit: the 1st day of April, 1959, which sum of money, with interest thereon, is still unpaid.

COUNT II:

The plaintiff claims of the defendant FIVE HUNDRED FIFTY & 00/100 DOLLARS (\$550.00), due from him on account stated between the plaintiff and the defendant on, to wit: the 1st day of April, 1959, which sum of money, with interest thereon, is still unpaid.

COUNT III:

The plaintiff claims of the defendant FIVE HUNDRED FIFTY & 00/100 DOLLARS (\$550.00), due from him for merchandise, goods and chattels sold by the plaintiff to the defendant on, to wit: the 1st day of April, 1959, which sum of money, with interest thereon, is still unpaid.

There is attached to the original hereof, an itemized statement of account, verified by the affidavit of a competent witness, sworn to before a notary public, which shows the amount due on this account as of the 25th day of January, 1960.

The defendant's address is:
Foley, Alabama.

James C. H. H.
Attorney for Plaintiff

FILED
FEB 4 1960
J. L. DUCK, CLERK
REGISTER

Wd

New York 36, N. Y., 1/18/60 1955

T. B. C. ASSOCIATES, INC.
FACTORS
50 WEST 44TH STREET

Andersons

Foley, Ala

PLEASE MAKE CHECKS PAYABLE TO THE ORDER OF T. B. C. ASSOCIATES, INC.
PAYABLE IN NEW YORK FUNDS.

64175	2/17/58	due	5/5 W	150	04
66585	3/13/58		6/5	204	95
64174	2/17/58		4/10	4	50
70441	4/15/58		5/10	44	25
81510	9/9/58		11/19	203	41
82483	9/19/58		12/11	128	02
6616	9/10/57		11/10 B	236	38
1752-	1/17/59		Less Ok	301	55
67798	5/11/9			200	00
				<u>550</u>	<u>00</u>

Wembley and Bobbie Spts

WEMBLEY, INC. COPY OF INVOICE WEM FOR T. B. C. LEDGER DEPT. 945

INVOICE NO. **W 84175**

TERMS: 7% 10 DAYS - E.O.M. OR 5/10/60X

SOLD TO

ANDERSONS
FOLEY ALABAMA

PARCEL POST ZONE	INVOICE DATE
2	MO. DAY YR.
.	5 17 55
	9 25 54

SHIPPED AT
YOUR RISK VIA

PARCEL POST

SALESMAN
REPTICH

YOUR ORDER NO.
OR DATE

PAYABLE TO

TEXTILE BANKING COMPANY, INC. FACTORY 15 MADISON AVENUE, NEW YORK
BY WHOM THIS ACCOUNT IS OWNED. PAYMENTS TO BE MADE ONLY TO THEM IN NEW YORK FUNDS AT PAR.
ANY OBJECTION TO THIS BILL OR ITS TERMS MUST BE REPORTED TO THEM WITHIN TEN DAYS AFTER ITS RECEIPT.

OUR ORDER NO.	DESCRIPTION	DOZENS	PRICE	AMOUNT
06301	BRN & DISPLAY BUGS FANCIES	1 6 10✓	\$2.40 2.50 10.00	6.40 15.00 100.00
	PARC POST 1.00			
	COMMISSION 10%			10.00

PLACED FOR COLLECTION

JUN 24 1955

35T 6

40

INVOICE NO. **66585**

WEMBLEY, INC. COPY OF INVOICE WEM FOR T. B. C. LEDGER DEPT. 945

TERMS: 7% 10 DAYS - E.O.M. OR 6/10/60X

SOLD TO

ANDERSONS
FOLEY ALABAMA

PARCEL POST ZONE	INVOICE DATE		
	MO.	DAY	YR.
2	2	12	58
	AS OF	2	25 50

SHIPPED AT
YOUR RISK VIA

PARCEL POST

SALESMAN

OSPRICH

YOUR ORDER NO.

OR DATE

1 6 58

PAYABLE TO

TEXTILE BANKING COMPANY, INC. - FACTORS - 55 MADISON AVENUE, NEW YORK
BY WHOM THIS ACCOUNT IS OWNED. REMITTANCE TO BE MADE TO THE NEW YORK
ANY OBJECTION TO THIS BILL OR ITS TERMS MUST BE RECEIVED WITHIN TEN DAYS AFTER RECEIPT**PLACED FOR COLLECTION**

OUR ORDER NO.	DESCRIPTION	DOZES	PRICE	TOTAL
38832	TIE & HANDKY SET	2	17 30	35 00
	TIE & SOCK SET	2	21 00	42 00
	FANCIES	4	14 00	56 00
	FANCIES	4	17 50	70 00
				203 00
	PARC POST & INS			1 95
	COMPLETE ORDER			204 95*

OCT 6

7 MAY 10

4 JUN 5

JUN 24 1958

4 1958

10

WEMBLEY, INC. COPY OF INVOICE WEM FOR T. B. C. LEDGER DEPT. 945

INVOICE NO. II 64174

TERMS: 7% 10 DAYS - E.O.M. OR 2/10/60X

SOLD TO

ANDERSON'S
POLLY ALABAMA

PARCEL POST ZONE	INVOICE DATE
2	MO. DAY YR.
	2 17 58
	20 OF 2 25 58

SHIPPED AT
OUR RISK VIA

PARCEL POST

PLACE
STAMP
HERE

YOUR ORDER
OR DATE

37 COLLECTION

PAYABLE TO

TEXTILE BANKING COMPANY, INC. - FACTORS - 55 MADISON AVENUE, NEW YORK
BY WHOM THIS ACCOUNT IS OWNED: REMITTANCES TO BE MADE ONLY TO THEM IN NEW YORK FUNDS AT PAR.
ANY OBJECTION TO THIS BILL OR ITS TERMS MUST BE REPORTED TO THEM WITHIN TEN DAYS AFTER ITS RECEIPT.

OUR ORDER NO.	DESCRIPTION	DOZENS	PRICE	AMOUNT
36401	50 24 RACK BAL TO FOLLOW	1	9.80	9.80

JUN 24 1958

WEMBLEY, INC. COPY OF INVOICE WEM FOR T. B. C. LEDGER DEPT. 945

INVOICE No. **70441**

TERMS: 7% 10 DAYS - E.O.M. OR 6/10/60X

SOLD TO

ANDERSONS
FOLEY ALABAMA

PARCEL POST ZONE	INVOICE DATE
2	MO. DAY YR. 4 15 58

SALESMAN

YOUR ORDER NO.
OR DATE

SHIPPED AT
YOUR RISK VIA

PAYABLE TO TEXTILE BANKING COMPANY, INC. - FACTORS - 55 MADISON AVENUE, NEW YORK
BY WHOM THIS ACCOUNT IS OWNED: REMITTANCES TO BE MADE ONLY TO THEM IN NEW YORK FUNDS AT PAR.
ANY OBJECTION TO THIS BILL OR ITS TERMS MUST BE REPORTED TO THEM WITHIN TEN DAYS AFTER ITS RECEIPT.

PLACED FOR COLLECTION

OUR ORDER NO.	DESCRIPTION	AMOUNT
29339	BOOKS	50
	PARC POST & INS	75
	COMPLETE ORDER	46 25*

6 JUN 25

10

7 MAY 11

WEMBLEY, INC. COPY OF INVOICE WEM FOR T. B. C. LEDGER DEPT. 945

INVOICE NO. 81510

TERMS 7% 10 DAYS E.O.M. OR 5 10 60X

PARCEL POST ZONE

INVOICE DATE
MO. DAY YEAR

SOLD TO

ANDERSONS
FOLEY ALABAMA

2

9 9 58

SHIPPED AT
YOUR RISK VIA

PARCEL POST

SALESMAN

USPRICH

YOUR ORDER NO.
OR DATE

6 4 58

THIS ACCOUNT HAS BEEN ASSIGNED AND IS PAYABLE ONLY TO T. B. C. ASSOCIATES, INC. 50 WEST 44TH STREET
NEW YORK 36, N. Y. REMITTANCES TO BE MADE ONLY TO THEM. ANY OBJECTION TO THIS BILL OR ITS TERMS MUST BE RE-
PORTED TO THEM WITHIN TEN DAYS AFTER ITS RECEIPT.

OUR ORDER NO

DESCRIPTION

DOZENS

PRICE

AMOUNT

42627

BOWS
FANCIES
JERSEYS
FANCIES
FANCIES
TIE & HANDKY SET
TIE & SOCK SET

2
10-
14-
14-
22-
22-
22-
21

1 25
10 30
10 50
14 00
17 50
17 50
21 00

21 75
39 25
15 75
42 00
35 00
35 00
42 00

282 75

PARC POST & INS

2 66

COMPLETE ORDER

283 41*

WEMBLEY, INC. COPY OF INVOICE WEM FOR T. B. C. LEDGER DEPT. 945

INVOICE NO. **W 62483**

TERMS: 7% 10 DAYS E.O.M. OR 6-10-60X

PARCEL POST ZONE

INVOICE DATE
MO. DAY YR.

2

9 19 58

AS OF 10 1 58

SOLD TO

ANDERSONS
FOLEY ALABAMA

SHIPPED AT
OUR RISK VIA

PARCEL POST

SALESMAN

USPRICH

YOUR ORDER NO.

OR DATE

5 4 58

THIS ACCOUNT HAS BEEN ASSIGNED AND IS PAYABLE ONLY TO T. B. C. ASSOCIATES, INC. - 50 WEST 44TH STREET
NEW YORK 36, N. Y. REMITTANCES TO BE MADE ONLY TO THEM. ANY OBJECTION TO THIS BILL OR ITS TERMS MUST BE RE-
PORTED TO THEM WITHIN TEN DAYS AFTER ITS RECEIPT.

OUR ORDER NO.

DESCRIPTION

DOZENS

PRICE

AMOUNT

42627

BOWS
FANCIES
JERSEYS

3
DOZENS

7 25
10 50
10 50

21 75
89 25
15 75

126 75

PARC POST & INS

1 27

COMPLETE ORDER

128 02*

STATE OF NEW YORK)
CITY OF NEW YORK :
COUNTY OF NEW YORK)

Edward Addison being duly sworn, deposes and says:

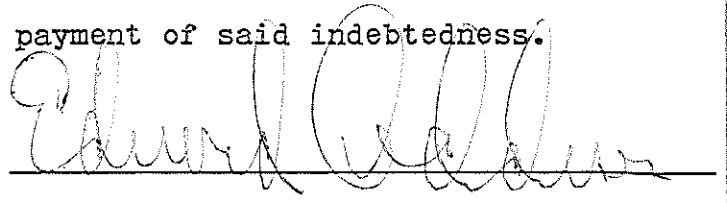
That he is Exec Vice President of T.B.C. ASSOCIATES, INC.
a corporation organized and existing under the laws of the
State of New York and having its principal office and place
of business at No. 100 E. 42 Street, Borough of Manhattan,
City, County and State of New York:

That Andersons Foley, Ala.

is indebted to said T.B.C. ASSOCIATES, INC. in the sum
of Five Hundred and Fifty Dollars and 00/100 dollars
as specified in the statement of account attached hereto; that
the consideration for said indebtedness is merchandise sold and
delivered to Andersons Foley, Ala.

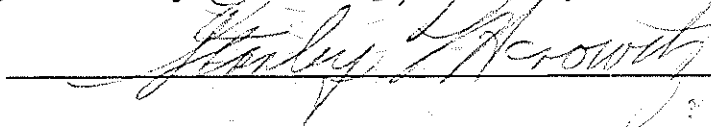
at (his) (its) (her) request by Wembley and Bobbie Spts.
that simultaneously with the sale of such goods the accounts
receivable arising therefrom were assigned to and purchased
by said T.B.C. ASSOCIATES, INC. for cash with notice of
assignment to the aforementioned buyer on the original invoice;

That the said sum is now justly due to said T.B.C.
ASSOCIATES, INC. that no payment has been made thereon,
and there are no offsets against said sum to the knowledge of
this deponent, and said T.B.C. ASSOCIATES, INC. has not,
nor has any person by its order, or to the knowledge or belief
of your deponent for its use, had or received any manner of
security whatsoever for the payment of said indebtedness.



Sworn to before me this

25th day of January, 1960



STANLEY L. HOROWITZ
Notary Public State of New York
No. 03-6968175
Qualified in Bronx County
COMMISSION EXPIRES MARCH 30, 1960

4168

SUMMONS AND COMPLAINT

T. B. C. ASSOCIATES, INC. a
New York Corporation,
PLAINTIFF

VS:

WILLIAM F. ANDERSON, d/b/a
ANDERSON'S DEPARTMENT STORE,
DEFENDANT

Received 4 day of Feb 1960
at on 11 day of Feb 1960
I served a copy of the within S.C.
c William F. Anderson d/b/a
Anderson Dept. Store
By service on _____

TAYLOR WILKINS, Sheriff
B. [Signature] D. S.
[Signature]

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Taylor Wilkins
DEPUTY SHERIFF

FILED
FEB 4 1960
ALICE L. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

WRIT ON JUDGMENT

THE STATE OF ALABAMA,)

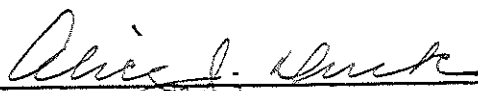
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS Forest A. Christian has made affidavit as required by law that T. B. C. ASSOCIATES, INC., in the April, 1960 term of the Circuit Court of Baldwin County recovered a judgment against W. F. ANDERSON, doing business as Anderson's Department Store, for the sum of FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00) and the further sum of TWENTY-THREE & 20/100 DOLLARS (\$23.20), cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that the State Bank of Elberta, Elberta, Alabama, has, 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 him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

These are therefore to command you, that you summon the said bank to be and appear at the next Term of Circuit Court of Baldwin County to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control any money or effects belonging to the defendant; and whether it is indebted to said defendant, or is liable to him on any contract for the payment of money or the delivery of personal property or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

WITNESS, Alice J. Duck, Clerk of said Court at office, this 14 day of October, 1960.


Clerk

416 812

WRIT ON JUDGMENT

Received 18 day of Oct 1964
and on 21 day of Oct 1964
served a copy of the within Writ
on State Bank of Elberta
service on John H. Hays U.P.
9:10 AM
TAYLOR WILKINS, Sheriff
Elberta

Sheriff claims 84 miles at
Ten Cents per mile Total \$ 8.40
TAYLOR WILKINS, Sheriff
BY CC
DEPUTY SHERIFF

T. B. C. ASSOCIATES, INC.
VS:
W. F. ANDERSON, d/b/a ANDERSON'S
DEPARTMENT SOTRE
DEFENDANT
TO
STATE BANK OF ELBERTA, ELBERTA,
ALABAMA,
GARNISHEE

WRIT ON JUDGMENT

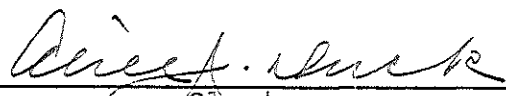
THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

WHEREAS, Forest A. Christian has made affidavit as required by law that T. B. C. ASSOCIATES, INC., in the April, 1960 term of the Circuit Court of Baldwin County recovered a judgment against W. F. ANDERSON, doing business as Anderson's Department Store, for the sum of FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00) and the further sum of TWENTY-THREE & 20/100 DOLLARS (\$23.20), cost of suit; and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that the Farmers & Merchants Bank of Foley, Alabama, has, 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 him on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

These are therefore to command you, that you summon the said bank to be and appear at the next Term of Circuit Court of Baldwin County to be holden for said county, within thirty days after the service of this writ of garnishment, then and there to answer on oath, whether at the time of the service of this writ, or at the time of making its answer, it has in its possession, or under its control any money or effects belonging to the defendant; and whether it is indebted to said defendant, or is liable to him on any contract for the payment of money or the delivery of personal property or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

WITNESS, Alice J. Duck, Clerk of said Court at office, this
18 day of October, 1960.


Clerk

4168 1/2
WRIT ON JUDGMENT

T. B. C. ASSOCIATES, INC.
VS:
W. F. ANDERSON, d/b/a ANDERSON'S
DEPARTMENT SOTRE
DEFENDANT

TO
FARMERS & MERCHANTS BANK OF
FOLEY, ALABAMA

Received on 18 day of Oct 1965
and on 21 day of Oct 1965
served a copy of the within Writ
on Farmers & Merchants
Bank of Foley
By service on Two Checks

TAYLOR WILKINS, Sheriff
B. Wilkins D. S.

9.20 PM

Dr. C.

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY CC
DEPUTY SHERIFF

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

NOTICE TO DEFENDANT

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

T. B. C. ASSOCIATES, INC.

VS:

W. F. ANDERSON, d/b/a
ANDERSON'S DEPARTMENT STORE

DEFENDANT

STATE BANK OF ELBERTA, ELBERTA
ALABAMA

and

FARMERS & MERCHANTS BANK OF
FOLEY, ALABAMA

GARNISHEES

THE STATE OF ALABAMA

BALDWIN COUNTY

OCTOBER, 1960

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to notify W. F. ANDERSON, doing business as Anderson's Department Store that on the 18 day of October, 1960, a writ of garnishment in the above stated case was issued to the STATE BANK OF ELBERTA, ELBERTA, ALABAMA and FARMERS & MERCHANTS BANK, Foley, Alabama, as garnishees.

And you will return this writ according to law.

Witness my hand this 18 day of October, 1960.

George J. Duck
Clerk

416814

Notice to accept

Received 18 day of Oct 1960

and on 21 day of Oct 1960

I served a copy of the within Notice

on Wm. J. Anderson

By service on

TAYLOR WILKINS, Sheriff
By *W. J. Anderson* D. S.

John

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY *W. J. Anderson*
DEPUTY SHERIFF

144
264
3.280

AFFIDAVIT ON JUDGMENT


THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, Forest A. Christian, who being duly sworn, deposes and saith that T. B. C. ASSOCIATES, INC. in the April, 1960 term of Circuit Court of Baldwin County recovered a judgment against W. F. ANDERSON, doing business as Anderson's Department Store for the sum of FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00) and the further sum of TWENTY-THREE & 20/100 DOLLARS (\$23.20) cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that the State Bank of Elberta, Elberta, Alabama has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it has or is believed to be indebted to the defendant, or is to be liable to him 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.


Forest A. Christian

Sworn to and subscribed before me this 17th day of October, 1960.


Clerk of the Circuit Court of
Baldwin County, Alabama

AFFIDAVIT ON JUDGMENT

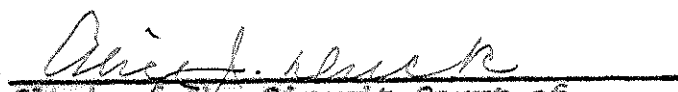
THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, Forest A. Christian, who being duly sworn, deposes and saith that T. E. C. ASSOCIATES, INC. in the April, 1960 term of Circuit Court of Baldwin County recovered a judgment against W. F. ANDERSON, doing business as Anderson's Department Store for the sum of FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00) and the further sum of TWENTY-THREE & 20/100 DOLLARS (\$23.20) cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Farmers & Merchants Bank of Foley, Alabama has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it has or is believed to be indebted to the defendant, or is to be liable to him 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.


Forest A. Christian

Sworn to and subscribed before me this 17th day of October,
1960.


Clerk of the Circuit Court of
Baldwin County, Alabama

AFFIDAVIT ON JUDGMENT

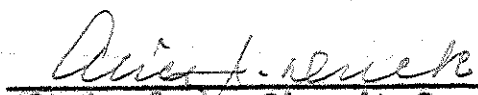
THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, Forest A. Christian, who being duly sworn, deposes and saith that T. E. C. ASSOCIATES, INC. in the April, 1960 term of Circuit Court of Baldwin County recovered a judgment against W. F. ANDERSON, doing business as Anderson's Department Store for the sum of FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00) and the further sum of TWENTY-THREE & 20/100 DOLLARS (\$23.20) cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that Farmers & Merchants Bank of Foley, Alabama has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it has or is believed to be indebted to the defendant, or is to be liable to him 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.


Forest A. Christian

Sworn to and subscribed before me this 17th day of October,
1960.


Clerk of the Circuit Court of
Baldwin County, Alabama

ANSWER DENYING INDEBTEDNESS

THE STATE OF ALABAMA,)
BALDWIN COUNTY.)

RE: T. B. C. ASSOCIATES, INC.,
A CORPORATION, PLAINTIFF

VS: W. F. ANDERSON, d/b/a ANDERSON'S
DEPARTMENT STORE, DEFENDANT

FARMERS & MERCHANTS BANK, FOLEY
ALABAMA, GARNISHEE

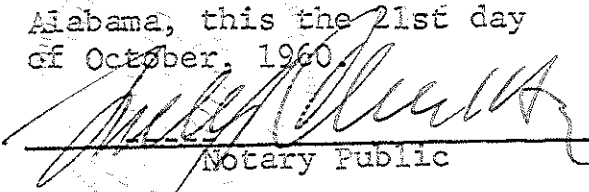
And now on the 21st day of October, 1960, comes the FARMERS & MERCHANTS BANK, Foley, Alabama, a corporation, by and through ANTHONY SUTE, its cashier who, being duly sworn, deposes and says that he is an officer of FARMERS & MERCHANTS BANK, Foley, Alabama, a corporation has personal knowledge of the facts herein stated and is authorized to sign this answer to said garnishment and for answer to same says; that at the time of the service of said writ of garnishment, and that at the time of making this answer, said garnishee was not indebted to the said defendant, W. F. ANDERSON, in the sum of FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00), that it will not be indebted in future to said defendant by contract then or now existing; that it will not be liable to said defendant 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 garnishee has not in its possession or under its control money or effects belonging to defendant, other than as aforesaid, said account having been closed previous to service of garnishment.

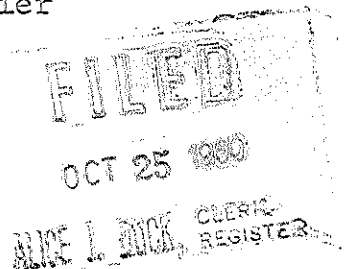
Having fully answered said garnishment the said garnishee prays to be hence dismissed, with his reasonable cost for making this answer.

FARMERS & MERCHANTS BANK,
FOLEY, ALABAMA
BY:


Anthony Sute, Cashier

Sworn to and subscribed
before me, A Notary Public,
in and for Baldwin County,
Alabama, this the 21st day
of October, 1960.


Notary Public



AFFIDAVIT ON JUDGMENT


THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for said County, Forest A. Christian, who being duly sworn, deposes and saith that T. B. C. ASSOCIATES, INC. in the April, 1960 term of Circuit Court of Baldwin County recovered a judgment against W. F. ANDERSON, doing business as Anderson's Department Store for the sum of FOUR HUNDRED FIFTY & 00/100 DOLLARS (\$450.00) and the further sum of TWENTY-THREE & 20/100 DOLLARS (\$23.20) cost of suit, and that he believes the process of garnishment is necessary to obtain satisfaction of said judgment, and that the State Bank of Elberta, Elberta, Alabama has or is believed to have in its possession or under its control, money or effects belonging to the defendant, or that it has or is believed to be indebted to the defendant, or is to be liable to him 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.


Forest A. Christian

Sworn to and subscribed before me this 17th day of October, 1960.


Clerk of the Circuit Court of
Baldwin County, Alabama

T. B. C. ASSOCIATES, INC.,
Plaintiff,

-vs-

W. F. ANDERSON, doing business
as ANDERSON'S DEPARTMENT STORE,

Defendent.

STATE BANK OF ELBERTA, ELBERTA
ALABAMA

Garnishee

IN THE CIRCUIT COURT OF
BALDWIN COUNTY ALABAMA

AT LAW

CASE NO. 4168 $\frac{1}{2}$

ANSWER IN GARNISHMENT

Personally appearing before me H. L. King, who is personally known to me and who being by me being duly sworn on oath says that he is the President of the State Bank of Elberta, Elberta Alabama, and as such has authority to make answer for the garnishee in the above stated cause, and in answer to the Garnishment therein he says that the garnishee is not now indebted to the Defendent in any sum whatever, and was not indebted to him at the time of the service of this Garnishment, nor at any time intervening between the time of the service of the Garnishment and the making of this answer, and that it will not be indebted in the future to the said defendent by any contract then or now existing, and that it will not be liable to the defendent for the delivery of personal property by any contract then or now existing, for the delivery of personal property, nor for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and that it has not in its possession or under its control money or effects belonging to the defendent.

STATE BANK OF ELBERTA, a State
Banking Corporation.

BY: H. L. King

President

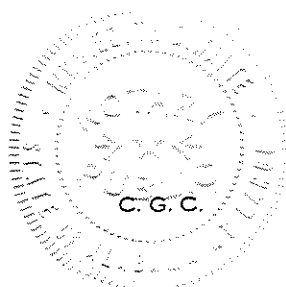
Sworn to and subscribed before
me on this the 9th day of
December, 1960.

Mrs Edith D. Waite

Notary Public, Baldwin County

State of Alabama

My Commission Expires Feb. 15, 1964



CECIL G. CHASON

ATTORNEY-AT-LAW

FOLEY, ALABAMA

Jan. 16, 1961

Mrs. Alice J. Duck
Bay Minette, Alabama

Dear Mrs. Duck:

I am enclosing herewith Answer in Garnishment
in the case of T.B.C. Associates, Inc. vs.
W. F. Anderson, doing business as Anderson's
Department Store, State Bank of Elberta, Elberta
Alabama, Garnishee.

Yours very truly,



C. G. Chason

CGC:dc

Encl.