

Law Offices
SIMON & WOOD

433-4904

*Suite 1010 Van Antwerp Building
Mobile, Alabama 36602*

September 28, 1967

Mrs. Alice J. Duck
Clerk
Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: N. M. E. Federal Credit Union
vs. Mabel D. France
Case No. 7194

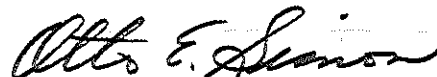
Dear Mrs. Duck:

This is to advise that we no longer represent the Defendant in the above styled cause and are withdrawing from the case.

With kindest regards, I am,

Sincerely yours,

SIMON AND WOOD



Otto E. Simon

OES:hk

N.M.E. FEDERAL CREDIT UNION,
a corporation,

Plaintiff

-vs-

MABEL D. FRANCE,

Defendant

§ IN THE CIRCUIT COURT OF

§ BALDWIN COUNTY, ALABAMA,

§ AT LAW.

§

NUMBER: 7194

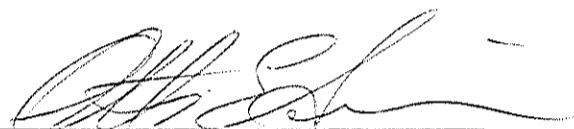
§

§ NOVEMBER 15, 1966

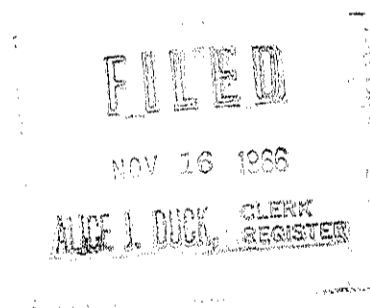
Comes now the Defendant, Mabel D. France, and avers that the allegations of the complaint and each count thereof, separately and severally, are untrue.

SIMON AND WOOD

By:



Otto E. Simon



STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Mabel D. France to appear within thirty days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of the N.M.E. FEDERAL CREDIT UNION, A Corporation.

Witness my hand, this the 29 day of Sept., 1966.

Oliver J. Luck
CLERK

N.M.E. FEDERAL CREDIT UNION
a Corporation

PLAINTIFF

VS

MABEL D. FRANCE,

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 7194

Plaintiff claims of the Defendant the sum of THREE-THOUSAND SEVEN-HUNDRED TWENTY-FOUR and SIXTY-NINE/100 (\$3,724.69) DOLLARS as balance due on a note for \$4,248.00 made by her on October 19, 1962 which sum of money with interest thereon is still unpaid.

Said note contains waiver of exemption and provides for a reasonable attorney's fee, in the amount of \$745.00, for both of which Plaintiff claims benefit.

Wilson Hayes
Wilson Hayes, Attorney for Plaintiff

Defendant may be served
on Highway 225
Bay Minette, Alabama

EX-10-25-66

FILED

SEP 29 1966

CLERK
REGISTER

456

CASE NO. 7194

N.M.E. FEDERAL CREDIT UNION,
a Corporation,

Plaintiff,

vs:

MABEL D. FRANCE,
Bay Minette

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW, CASE NO. 7194

FILED

SEP 20 1966

ALEX A. BUCK, CLERK
REGISTRAR

Wilson Hayes, Atty.

Received 29 day of Sept. 1966
and on 30 day of Oct 1966

I served a copy of the within etc
on Mabel D. France

By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Gilbert, S.
Bromley

Amount claims 30 miles at
Ten Cents per mile Total 3.00
TAYLOR WILKINS, Sheriff
By W. A. Gilbert
DEPUTY SHERIFF

4248.0

NOTE

Book No. 43
Note No. 638
10-19-1962

For value received, I/We, jointly and severally, promise to pay to the M.M.E. FEDERAL
Forty Eight Credit Union, or order, the sum of Four thousand two hundred
Forty Five Dollars, with interest on the unpaid balance at the rate of one percent per month, payable in no /100
forty five installments of 10.00 level payments and no /100 Dollars each; the first
payment to be made on 11-20-62, and the same amount every month thereafter
until the full amount has been paid. Said installments shall be payable at 304 East St. Mobile

To secure the payment of this debt and any other indebtedness of the undersigned to the payee, I/We, do grant, bargain, sell and convey unto the payee the following personal property, to wit: see attached

As further security for the payment of this debt and any other indebtedness of the undersigned to the payee, I/We hereby pledge, assign, bargain, sell and convey unto the payee all paid shares and payments on shares which I/We now have or hereafter may have in this Credit Union, and I/We do hereby authorize this Credit Union to apply any or all such paid shares and payments on shares to the payment of said indebtedness now owing or which may hereafter accrue.
It is further agreed that if I/We shall fail to pay any installments on the loan when due, unless excused therefrom for cause by the Board of Directors of this Credit Union, I/We promise to pay a fine in accordance with the terms of the Bylaws of this Credit Union.
In case of any default in payments as herein agreed, the entire balance of this note shall become immediately due and payable, at the option of the holder.
Each party to this note, whether as maker, endorser or guarantor, severally waives presentment for payment, demand, protests and notice of protests and dishonor of the same. The maker, endorsers and guarantors of this note agree to pay all costs of collection, whether incurred by suit or otherwise, including an attorney's fee equal to twenty percent of the principal and interest due on this note, but such charge in no event to be less than ten dollars.
Each of us, whether principal surety, guarantor, endorser or other party hereto, hereby severally waives and renounces, each for himself, any and all homestead or exemption rights either of us may have under or by virtue of the constitution or laws of Alabama, any other state, or the United States, as against this debt or any renewal thereof. And the undersigned hereby agree that time of payment may be extended without notice to them of such extension.
It is understood and agreed by each person whose name is signed hereunder that we signed this note without condition, reservation or representation as to any other person having signed the same, or that any other person or persons shall sign the same in support of and without any consideration or condition as to delivery, execution or completion.
Witness my hand and seal the day and year first above written.

SIGNATURE OF WITNESSES

SIGNATURE OF MAKER AND COMAKER

ADDRESS

[Signature]

[Signature] (L.S.)
[Signature] (L.S.)
[Signature] (L.S.)

_____ (L.S.)

660 Shelton Beach Rd

