

T. J. Klump
Plaintiff

Circuit Court

vs

Baldwin County

Riley Phillips
Defendant

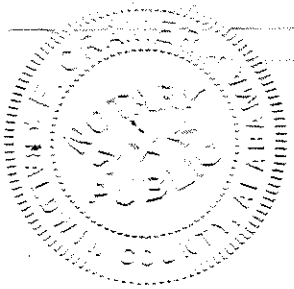
Alabama.

Comes the Plaintiff and moves for judgment in the above styled cause and that said judgment shall be "with waiver" in accordance with the terms of the note which is the subject matter of the suit; and says that the unpaid balance due on said note is \$649.19; and says further that the defendant is a civilian employee and is not in any way connected with the military forces of The United States; that the time in which defendant should have pleaded subsequent to the filing of the original summons and complaint in accordance with the Statute in such case made and provided has elapsed; that Plaintiff is therefore entitled to judgment by default.

T. J. Klump

Subscribed and sworn to this 21st day of December, A. D. 1942, before me.

E. Cramer
Notary Public, Baldwin County
Alabama.



T. J. Klumpo
Plaintiff

Circuit Court

Baldwin County

vs

Alabama.

Riley Phillips
Defendant

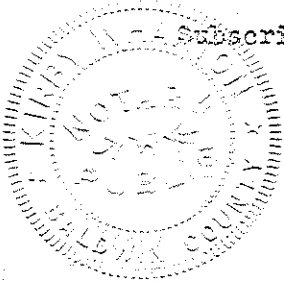
~~Comes Elliott Rickarby, who, being duly sworn, doth depose and says~~
that he has practiced law in Baldwin County, Alabama, for more than
ten years; that a reasonable attorney's fee for the handling of the
above titled cause, the pleadings of which and the note which comprises
the subject matter thereof having been examined by deponent, is \$100.

Elliott S. Rickarby.

Subscribed and sworn to this 19th day of December, A. D. 1942, before me.

~~K. J. Mah~~
Notary Public, Baldwin County, Ala.

My Commission Expires
January 13, 1946



IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF ALABAMA,
SOUTHERN DIVISION

IN THE MATTER OF :
MARION RILEY PHILLIPS , : NUMBER 5937
BANKRUPT : IN BANKRUPTCY

TO THE CREDITORS OF MARION RILEY PHILLIPS OF
ROBERTSDALE, IN THE COUNTY OF BALDWIN, AND DISTRICT
AFORESAID, A BANKRUPT:

Notice is hereby given that said Marion Riley
Phillips has been duly adjudged a bankrupt on a petition
filed by him on the 13th. day of February, 1943, and that
the first meeting of his creditors will be held in Room
339 Federal Building, in the City of Mobile, Alabama, on
the 8th. day of March, 1943, at four o'clock P. M., at
which place and time the said creditors may attend, prove
their claims, appoint a trustee, appoint a committee of
creditors, examine the bankrupt, and transact such other
business as properly may come before said meeting

Dated at Mobile, Alabama, this the 16th day of
February, 1943

William Cowley

Referee in Bankruptcy

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF ALABAMA,
SOUTHERN DIVISION

IN THE MATTER OF :
MARION RILEY PHILLIPS, : NUMBER 5937
BANKRUPT : IN BANKRUPTCY
TO THE CREDITORS OF THE ABOVE NAMED BANKRUPT AND
OTHER PARTIES IN INTEREST:

Notice is hereby given that on the 8th. day of March,
1943, An order was made in the above entitled proceeding,
fixing the 10th. day of May, 1943, as the last day for
the filing of objections to the discharge of said bankrupt.

Dated at Mobile, Alabama, this the 1st. day of
April, 1943

William Cowley

Referee in Bankruptcy

THE STATE OF ALABAMA, }
Baldwin County.

No. _____

CIRCUIT COURT

193.....

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon Riley Phillips

to appear and plead, answer or demur, within thirty day from the service hereof, to the Complaint filed in the Circuit Court of Baldwin County, State of Alabama at Bay Minette, Ala., against said

Riley Phillips Defendant by T. J. Klump

Plaintiff

Witness my hand this 28th day of Oct ~~September~~ 1932

R. A. Deuch Clerk.

COMPLAINT

T. J. Klump

Riley Phillips

T. J. Klump

Plaintiff versus

Riley Phillips, Defendant

The Plaintiff claims of the Defendant ~~Five Hundred~~ Eight Hundred (800)

Dollars, due by

virtue of a promissory note made by defendant to the order of Plaintiff in the original amount of \$965 of which the unpaid balance which is entirely due and unpaid is \$664.19, said note being dated March 8th 1941 and payable at the rate of \$30 per month for 25 months and a balloon note for the balance and said note being entirely due as to unpaid balance by reason of defendant's default; said note expressly waives all exemptions on the part of the maker, the defendant herein and obligates defendant to pay all expenses of collection and reasonable attorney's fees in the event of default.

T. J. Klump

PLAINTIFF

E. C. Carter

Plaintiff's Attorney.

No. 782.

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

T J KLUMPP.

PLAINTIFF

VS.

Riley Phillips,

DEFENDANT

Summons and Complaint

Filed, Sept 1 1985

, Clerk.

Defendant Lives at

E. Cranna

Plaintiff's Attorney.

Defendant's Attorney

MOORE PRINTING CO., BAY MINETTE, ALA.

RECEIVED IN OFFICE

, 198

, Sheriff

I have executed this Writ

this 19th day of Nov., 198

by leaving a copy of the within Summons and Complaint with

Riley Phillips

W.R. Stuart, Sheriff.

B.A. Zucena, Deputy Sheriff.

UMPP
upon

ALUMINUM

7500 net

\$ 963.⁰⁰

FAIRHOPE, ALA., March 8 1931

Schedule on Reverse AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF Klump Motor Co.

Nine Hundred Sixty Three & ^{no}/₁₀₀ DOLLARS

FOR VALUE RECEIVED. PAYABLE AT THE BANK OF FAIRHOPE, Fairhope, Ala.,

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

1-1941 Chevrolet Five Pass. Coupe
motor # AA542945
Serial # 8A602-13235

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mis-treat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and pay-able to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incum-brance and we have a good right to make this conveyance of it.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them

ATTEST

[Signature]

Riley Phillips (L. S.)

3436 Luedell Blvd (L. S.)

74170 St Louis Mo

Klump Motor Co

The undersigned endorser assume the contract shown by the face of this note. Klump Motor Company

		By		
1	April 8th, 1941		\$30.00	963 4/9/41
2	May 8th		30.00	923 5/12/41
3	Jun 8th		30.00	873 6/17/41
4	Jul 8th		30.00	813 9/12/41
5	Aug 8th		30.00	
6	Sep 8th 10/15		30.00	783
7	Oct 8th 11/4		30.00	753
8	Nov 8th 12/27		30.00	723
9	Dec 8th 1/20		30.00	693
10	Jan 8th, 1942 2/20		30.00	663
11	Feb 8th 4/3		30.00	633
12	Mar 8th 5/27		30.00	603
13	Apr 8th		30.00	
14	May 8th		30.00	
15	Jun 8th		30.00	
16	Jul 8th		30.00	
17	Aug 8th		30.00	
18	Sep 8th		30.00	
19	Oct 8th		30.00	
20	Nov 8th		30.00	
21	Dec 8th		30.00	
22	Jan. 8th, 1943		30.00	
23	Feb 8th		30.00	
24	Mar 8th		273.00	

STATE OF ALABAMA, BALDWIN COUNTY

Filed MAK 13 1941 80 M

Recorded MAK book 89 page 373-4
and I certify that the following Privilege Tax has been paid.

Deed Tax 50

Mortgage Tax 150

[Signature]
Judge of Probate

By

[Signature]

250
7150
1 83
2.85