

JOSEPH J. SURREY,
Plaintiff,
VS.
WALLACE D. PHILPOT,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 5191

C O U N T O N E

The plaintiff claims of the defendant the sum of SIX HUNDRED EIGHTY AND NO/100ths (\$680.00) DOLLARS as the assignee of a certain promissory note made by the defendant on March 18, 1960, and payable to the PEN AIR FEDERAL CREDIT UNION of Pensacola, Florida, or order, payable in installments of TWENTY TWO AND 59/100ths (\$22.59) DOLLARS per month, the first installment due and payable on April 20, 1960, which note provides that if any installment is not paid when due, the entire amount unpaid shall become immediately due and payable, and assigned to the plaintiff by the PEN AIR FEDERAL CREDIT UNION on July 5, 1961, with interest thereon from date at the rate of one per centum (1%) per month.

Plaintiff further alleges that in and by the terms of said note, the defendant agreed to pay all costs of collection of the same, including an attorney's fee in an amount equal to twenty per centum (20%) of the principal and interest due on said note, and plaintiff claims the further and additional sum of 20% of the amount due on said note as an attorney's fee in the premises.

Julius J. Maslowski
ATTORNEY FOR PLAINTIFF.

Defendant live at 504 Daphne Road, Bay Minette, Alabama

FILED

JUN 29 1962

ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 5191

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Wallace D. Philpot

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

Wallace D. Philpot, Defendant

by Joseph J. Surrey

Plaintiff

Witness my hand this 29th day of June 1962

E. J. 7-16-62
Alice J. Luck, Clerk

No. 5191

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

JOSEPH J. SURREY

Plaintiffs

vs.

WALLACE D. PHILPOT

Defendants

SUMMONS and COMPLAINT

Filed June 29, 1962

Alice J. Duck, Clerk

Telfair J. Mashburn

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

7-2, 1962

, Sheriff

I have executed this summons

this July 16, 1962

by leaving a copy with

Wallace D. Philpot

Taylor Wilkins, Sheriff

W. A. Zalbert, Deputy Sheriff

omc

NOTE

\$ 680.⁰⁰

DATE	NOTE NO.	BOOK NO.
3-18-60	33196	6495

For value received I/We jointly and severally promise to pay to the Pen Air Federal Credit Union, or order, the sum of 680.⁰⁰ dollars with interest on unpaid balances at the rate of (1 percent per month) payable in installments of 22.59 dollars, the first payment to be made on April 20, 1960, and a like amount every month thereafter until the full amount has been paid, the last payment being for the balance of principal and interest then due.

Collateral: Shares in the amount of 5.00 and P.A. + 1.00 - Signed

In case of my 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, protest and notice of protest and dishonor of the same.

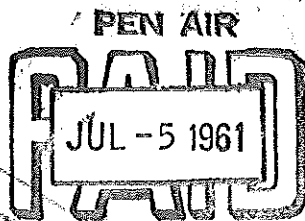
It is further agreed by each party hereto, that in case payment shall not be made at maturity, he shall pay the costs of collection, including an attorney's fee in an amount equal to twenty percent of the principal and interest due on this note but in no event to be less than ten dollars.

I/We, the undersigned, do hereby pledge all said shares in the amount stated above as security for this loan and do further pledge, assign, transfer and set over any salaries and/or commissions from (employer) which have or may accrue to my/our credit as security for this loan; and the Pen Air Federal Credit Union is hereby authorized to give such notice to said employer as may be necessary to make this assignment operative. This pledge and assignment is given to secure the payment of this loan and interest and costs may accrue thereon, and I/We hereby authorize the Treasurer to apply any or all paid shares and payments on shares to the payment of said loan and interests and costs. Note: Any pledge of shares by co-maker for a specific amount required for collateral on this loan should be a separate document.

SIGNATURE OF WITNESSES	SIGNATURE OF MAKERS AND CO-MAKERS	ADDRESS OF MAKERS AND CO-MAKERS
<u>Leona Sims</u>	<u>Wallace D. Spilpet</u> (Seal)	<u>605 Morgan Ave. Bay Minette Ala.</u>
<u>Leona Sims</u>	<u>x Joseph J. Surrey</u> (Seal)	<u>RT. 1 BOX 144 Elberta Ala</u>
	(Seal)	
	(Seal)	
	(Seal)	
	(Seal)	

Pay to the order of J. J. Surrey
for the sum of \$ 731.36 for
principal and earned interest
to this date.

J K Anchors, Assist Treas.



FEDERAL CREDIT UNION