

E. G. RICKARBY

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA

August 28, 1962

5261

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: Alabama Farm Bureau Mutual Casualty In-
surance Company, A Corporation
Vs: M. J. Hall
Our File: 62-8-44

Enclosed find summons and complaint in the
above styled cause. Please process and
oblige.

Yours very truly,



wrt

Encl.

cc: Mr. John Sanders
Claims Representative

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

November 7, 1962

Mrs. Alice J. Duck
Clerk of the Circuit Court
Bay Minette, Alabama

5261

Dear Mrs. Duck:

Re: Alabama Farm Bureau Mutual Casualty Insurance
Company
Vs: M. J. Hall
Our File: 62-44

With this we are handing you promissory note in the above styled cause. Request judgment by default for \$214.45, the amount of claim, plus interest in the amount of \$5.35, plus attorney's fee in the amount of \$42.89, plus costs, with waiver of exemption, and oblige.

Please send me the certificate of judgment and a cost bill.

Yours very truly,



EGR/wrt
Encl.
cc: Mr. John B. Sanders

214.45
5.35

219.80

P.S. Doesn't the Judge know what is a reasonable attorney's fee without proof. If he doesn't please phone me.

219.80
42.89

262.69

INSTALLMENT NOTE

Montgomery, Alabama 6-12-1962

214.45

For value received, the undersigned promises to pay to the order of
Alabama Farm Bureau Mutual Cas. Ins. Co.
the principal sum of Two Hundred Fourteen & 45/100 Dollars (\$ 214.45),
with interest thereon from date at the rate of _____ per cent (____%)
per annum, the said indebtedness being payable in monthly installments of
thirty & 00/100 Dollars (\$ 30.00) each, commencing on the
1st day of July, 1962, and continuing on the 1st
day of each succeeding month thereafter and until said principal and the
interest thereon has been paid in full. Each payment shall be applied first to
the payment of accrued interest and the balance as a credit on the principal.
Said principal and interest shall be paid at Mobile, Alabama
or at such place as the owner and holder of this note shall designate in writing
and shall bear interest from maturity at the rate of eight per cent per annum
until paid.

And each of us, whether make, co-make, endorser, surety or guarantor,
each for himself, hereby severally waives as to this debt, or any renewal there-
of all rights of exemption under the Constitution and Laws of the State of
Alabama, or any other state, now in force or hereafter to be passed, and we each
severally agree to pay all cost of collecting or securing or attempting to
collect or secure this note, including a reasonable attorney's fee, whether
same be collected or secured by suit or otherwise, and each further waives de-
mand, presentment, protest, and notice of protest, and non-payment, and all
other requirements necessary to hold them or either of them, and each of the
undersigned further agrees that the time of payment hereof may be extended with-
out notice to them of such extension.

In case default shall be made in the payment of any one of said install-
ments, or in case of the violation of any of the terms or provisions of this
note, then the remaining unpaid installments shall immediately thereupon be-
come due and payable at the option of the holder of this note, and the holder
shall have the right at its option to proceed immediately for the collection
of the unpaid installments thereof, together with interest thereon.

The Bank at which this note is payable is hereby authorized to apply to
the payment of this debt, on or after maturity, or upon the election of the
holder to declare the unmatured installments due and payable in the event of de-
fault in payment of an installment thereof as herein above provided, any funds
in said bank belonging to either of the makers, endorsers, co-makers, sureties
or guarantors hereof.

Given under the hand and seal of the undersigned.

Witness:

X M H 7 full

L. S.

L. S.

L. S.

ALABAMA FARM BUREAU
MUTUAL CASUALTY INSURANCE
COMPANY, A Corporation,

Plaintiff,

VS.

M. J. HALL,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW.

C O M P L A I N T

COUNT I

The Plaintiff claims of the Defendant the sum of TWO HUNDRED FOURTEEN AND 45/100 (\$214.45) DOLLARS due by promissory note made by him on, to-wit, the 12th day of June, 1962, payable in monthly installments of THIRTY AND NO/100 (\$30.00) DOLLARS each, commencing on the 1st day of July, 1962, and continuing on the 1st day of each succeeding month thereafter and until said sum has been paid in full; and the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and Laws of the State of Alabama and agreed to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of FIFTY AND NO/100 (\$50.00) DOLLARS as such attorney's fee.



E. G. Rickarby, Attorney for the Plaintiff.

FILED

AUG 30 1962

JOHN I. DICK, CLERK

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon M. J. HALL,

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 M. J. HALL

_____, Defendant.

by ALABAMA FARM BUREAU MUTUAL CASUALTY INSURANCE COMPANY, A

Corporation

_____, Plaintiff.

Witness my hand this 30 day of Aug 19 62.

Exp- 9-18-62

W. J. Luck Clerk

No. 5261

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THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

ALABAMA FARM BUREAU MUTUAL
CASUALTY INSURANCE COMPANY,

A Corporation,

Plaintiffs

vs.

M. J. HALL,

Defendants

SUMMONS and COMPLAINT

FILED

Filed

AUG 30 1962

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Clerk

W. J. DUCK,

CLERK
REGISTER

E. G. Rickarby
Attorney at Law
P. O. Box 71

Fairhope, Ala. Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Silverhill, Alabama

XX

RECEIVED IN OFFICE

8/30, 1962

Sheriff

I have executed this summons

this 18 Sept, 1962
by leaving a copy with

M. J. Hall

Sheriff claims 60 miles

Ten Cents per mile Total \$ 6.00
TAYLOR WICKINS, Sheriff

BY DEPUTY SHERIFF

Taylor Wickins Sheriff
Deputy Sheriff

Silverhill