

E. G. RICKARBY

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA

November 8, 1961

CERTIFIED MAIL

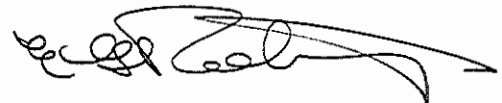
Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Re: Marguerite W. Smith, etc.  
Vs: T. C. Jackson  
Case No. 4898  
Our File: 5609

Request you enter up judgment on the enclosed promissory note with waiver for the sum of \$1,106.67 principle and \$150.00 attorney's fees, making it a total of \$1,256.67.

Yours very truly,



EGR/ts  
Encl. - Promissory Note  
cc: Mrs. Smith

\$2,000.00....

FAIRHOPE, ALA., No. 19.58

...As scheduled on reverse side AFTER DATE, WITHOUT GRACE, I or WE.....

PROMISE TO PAY TO THE ORDER OF BANK OF FAIRHOPE ESTATE OF CHRISTOPHER E. SMITH

-----TWO THOUSAND AND NO/100-----  
.....With interest at 4% per annum,.....DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, FAIRHOPE, ALABAMA.

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:

.....Secured by truck sold by Christopher E. Smith to T. C. ....

.....Jackson.....

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, mistreat 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 payable 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 incumbrance and we have a good right to make this conveyance of it.

The parties to this instrument, whether maker, endorser, 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 .....

*T. C. Jackson*.....[L. S.]

.....[L. S.]

The Undersigned Endorsers assume the contract shown by the face of this note.

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\$2,000.00 with interest at 4% per annum, payable as follows:

\$1,000.00 plus interest at 4% on the unpaid balance, payable one year from date;  
a ) \$1,000.00, plus interest at 4% on the unpaid balance, payable two years from date.

E. G. RICKARBY

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA

October 2, 1961

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

Dear Mrs. Duck:

Re: Marguerite W. Smith, etc. vs. T. C. Jackson  
Our File: 4683

With this we are handing you Summons and Complaint  
in the above styled cause. Please process and  
have the sheriff serve papers on Mr. Jackson.

Yours very truly,



EGR/ts

Encl.

cc: Mr. Jackson

MARGUERITE W. SMITH, Executrix  
of the Estate of CHRISTOPHER E.  
SMITH, Deceased,

Plaintiff,

-vs-

T. C. JACKSON,

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 ONE THOUSAND ONE HUNDRED SIX & 67/100 (\$1,106.67) DOLLARS due by promissory note made by the defendant on, to-wit, the 20th day of November, 1958, in the original sum of TWO THOUSAND DOLLARS (\$2,000.00), which note was payable as follows:

\$1,000.00, plus interest at 4% on the unpaid balance, payable one year from date; and \$1,000.00, plus interest at 4% on the unpaid balance payable two years from date;

and the plaintiff avers that in the 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 ONE HUNDRED FIFTY DOLLARS (\$150.00) as such attorney's fee.

FILED

OCT 4 1961

AMEL A. DUCK, CLERK  
REGISTER

  
E. G. Rickarby, attorney for plaintiff.

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

T. C. JACKSON

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 \_\_\_\_\_

T. C. JACKSON

Defendant

by MARGUERITE W. SMITH, Executrix of the Estate of CHRISTOPHER

E. SMITH, Deceased

Plaintiff

Witness my hand this

4

day of

Oct

1961

*Alma J. Duck*

Clerk

No. 4898

Page \_\_\_\_\_

**THE STATE OF ALABAMA**  
BALDWIN COUNTY

**CIRCUIT COURT**

MARGUERITE W. SMITH, Execu-  
trix of the Estate of  
CHRISTOPHER E. SMITH, Deceased,

Plaintiffs

vs.

T. C. JACKSON

Defendants

**SUMMONS and COMPLAINT**

Filed

**FILED**

, 19

OCT 4 1961

, Clerk

ALICE J. DUCK, CLERK  
REGISTER

E. G. Rickarby  
Attorney at Law  
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Route 1, Box 141, Fairhope,  
Alabama

RECEIVED IN OFFICE

10/4, 1961

, Sheriff

I have executed this summons

this

5 Oct, 1961

by leaving a copy with

T. C. Jackson

Sheriff claims

70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins Sheriff  
Deputy Deputy Sheriff

Deputy