

JAMES A. BRICE

ATTORNEY AT LAW
FOLEY, ALABAMA

P.O. Box 298

WHITEHALL 3-3601

December 27, 1963

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Re: State Bank of Elberta
Vs: M. D. Dawkins
At Law No. 5672

Dear Mrs. Duck:

Kindly place the above file before Judge Hall for judgment for plaintiff by default upon failure of defendant to answer. The judgment should be for \$149.00 principal, \$25.00 attorney's fee, and \$11.21 interest, a total of \$185.21.

The promissory note which is the foundation of this suit is herewith enclosed, with the endorsement of guarantor Dawkins on the reverse side. Please send me a certificate of judgment.

Thank you.

Sincerely,


James A. Brice

JAB:j

cc: State Bank of Elberta
Elberta, Alabama

\$ 216.00

08912

Elberta, Alabama, October 9, 1962

\$36.00 monthly, beginning 11/1/62 after date, without grace, I or We

promise to pay to the order of STATE BANK OF ELBERTA, Elberta, Ala.,

Two Hundred Sixteen

DOLLARS

for value received, with interest from maturity @ 8% per annum, until paid

Payable at the STATE BANK OF ELBERTA, Elberta, 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:

1955 Ford Tudor, Motor #P5AC-147541

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, or should the said payee for any reason, or no reason deem the debt, or debts, secured hereby to be insecure, 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 Elberta, Alabama, or on the premises, after advertising the same for one day, by posting one written notice at Elberta, Alabama, 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. And I, or we, shall keep said property insured against fire, theft and collision or other physical loss and in such amount as required by payee or assigns, and payee may at its election place said insurance at makers expense who shall be charged the face or initial premium thereon; and the proceeds of any insurance, whether paid by reason of loss, injury, return premium or otherwise may be applied toward the replacement of the property or payment of this obligation at the option of the payee; if the maker is unable to obtain insurance coverage satisfactory to the payee, the maker agrees that the payee or assigns may treat this contract as in default and pursue its remedies hereunder. 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, 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, grantor, or any one of them.

ATTEST:

Ed Parker (L. S.)
Charles G. Kochler Jr. (L. S.)
Ed Parker, Box 784, Foley, Ala.

Endorsement of Guarantor:

Mr D Dawkins (L.S.)
M. D. Dawkins

STATE OF ALABAMA)
Baldwin)
~~TUSCALOOSA~~ COUNTY)

IN THE CIRCUIT COURT OF
Baldwin
~~TUSCALOOSA~~ COUNTY, ALABAMA,

CASE NO. 5672

State Bank of Elberta, a
State Banking Corporation

Plaintiff
VS.

M. D. Dawkins

Defendant

Comes the Defendant, M. D. Dawkins, in the above styled cause and demurs to the complaint herein exhibited against him and separately and severally to each and every paragraph or count thereof and sets down the following separate and several grounds as follows, to-wit:

1. That the allegations thereof are untrue.
2. The same shows that this court is without jurisdiction.
3. The same does not state a cause of action.
4. The same is vague, indefinite, and uncertain in its averments.
5. The same is duplicituous and multifarious.
6. The same contains merely conclusions.
7. Two or more causes of action are joined in the same paragraph or count.
8. For that the averments are conflicting and inconsistent.
9. For there is a misjoinder of causes of actions.
10. For there is a misjoinder of parties.
11. The same shows no right in plaintiff to maintain this suit.
- ~~12. The same contains no equity.~~

FILED

OCT 23 1963

JOE I. DUCK, CLERK
REGISTER

E. M. Ford Jr.
Attorney for Defendant, M. D. Dawkins
P.O. Box 146
Tuscaloosa, Ala.

STATE BANK OF ELBERTA, a state
banking corporation

PLAINTIFF

VS

M. D. DAWKINS,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

5672

COMPLAINT

The Plaintiff claims of the Defendants the sum of One Hundred Forty-nine and NO/100 (\$149.00) Dollars, due by promissory note made by the defendant on the 9th day of October 1962, and payable on January 1, 1963, with interest from the 1st day of January 1963, at the rate of eight (8%) per cent per annum.

Plaintiff avers that in and by the terms of said note the Defendant waives all right to exemption under the constitution and laws of Alabama, and of this waiver plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure the said note, including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of Twenty-five (\$25.00) Dollars as such reasonable attorney's fee.

FILED

AUG 15 1963

ALICE J. DUCK, CLERK
REGISTER


Attorney for Plaintiff

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.-----

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon M. D. Dawkins

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. D. Dawkins-----, Defendant-----

by -----

State Bank of Elberta, a state banking corporation-----, Plaintiff-----

Witness my hand this 15 day of August 1963

Ed- 9-11-63

Alice J. Sisk-----, Clerk

No. 5672

Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

State Bank of Elberta, a state
banking corporation

Plaintiffs

vs.

M. D. Dawkins

Summerdale, Ala.

Defendants

Summons and Complaint

Filed

FILED

19

AUG 15 1963

Clerk

ALICE J. DUCK, CLERK
REGISTER

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Summerdale, Alabama

Received In Office

Aug 15, 1963

Sheriff.

I have executed this summons

this 11th Day of September 19 63

by leaving a copy with

M. D. Dawkins

Sheriff claims 60 miles at

Ten Cents per mile Total \$ 6.00

BY Taylor Wilkins, Sheriff

DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

John Eastman

Deputy Sheriff.