

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

December 5, 1963

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

Dear Mrs. Duck:

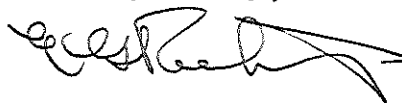
Inre: First National Bank of Fairhope
Vs: Harold S. Severson
Our File: ~~63-268~~
Case No. 5784

Request judgment by default in this case for

Principal . . .	\$476.00
Attorney Fee .	<u>95.20</u>
TOTAL . . .	\$571.20

on the enclosed note, and send me certificate of
Judgment for recording.

Yours very truly,



EGR/ms
Enclosure
1-5-64

U781

FAIRHOPE, ALA. April 22, 1963

I (WE) PROMISE TO PAY TO THE ORDER OF FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALA.
- - - - Five Hundred Seventy-Six and no/100 - - - - DOLLARS \$ 576.00

for value received, Payable at FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALA. 6-10-63 after date without grace

In 11 installments of \$ 40.00 payable monthly beginning

and balance of \$ 136.00 payable May 10, 1964

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 the debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, 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.

In the event of default in the payment of any installment of principal or interest or of the death, insolvency of, general assignment by, judgment against, filing of any proceeding under the Bankruptcy Act by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successors and assigns shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity, and thereafter in any event, interest at the rate of eight per cent, per annum until paid.

Harold S. Severson (Seal)
Christine O. Severson (Seal)

ATTEST

Mr. & Mrs. H. S. Severson
159 Orange St., Fairhope, Ala.

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

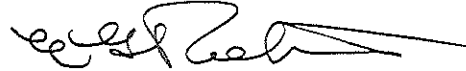
October 21, 1963

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

Dear Mrs. Duck:

Enclosed find Summons and Complaint in First National
Bank vs Severson. Please process and oblige.

Yours very truly,



EGR/ms
Enclosure

cc: Bank of Fairhope
10-31-63

FIRST NATIONAL BANK OF
FAIRHOPE, a banking
Corporation,

Plaintiff,

-vs-

HAROLD S. SEVERSON, and
CHRISTINE O. SEVERSON,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW.

5784

C O M P L A I N T

COUNT I

The Plaintiff claims of the Defendant FOUR HUNDRED SEVENTY SIX AND NO/100 (\$476.00) DOLLARS, due by promissory note made by them on to-wit: the 22nd day of April 1963, and payable in eleven monthly installments of FORTY DOLLARS (\$40.00) per month, beginning 10 June 1963, which note provides that in the event the Defendants default in any one payment, the Plaintiff at its election, has the privilege of declaring the entire unpaid balance due and payable on to-wit, the 10th day of September 1963, and Plaintiff has elected to declare said balance due.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant has expressly waived their rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agreed to pay an attorneys fee for the collection thereof and the Plaintiff hereby claims the further sum of NINETY FIVE AND 20/100 (\$95.20) DOLLARS as such attorneys fee.


E. G. Rickarby, Attorney for Plaintiff

Defendant's address is:

159 Orange Street
Fairhope, Alabama.

FILED
OCT 23 1963
ALICE L. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 5784

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon HAROLD S. SEVERSON and CHRISTINE O.

SEVERSON

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 HAROLD S. SEVERSON
and CHRISTINE O. SEVERSON, Defendant S

by FIRST NATIONAL BANK OF FAIRHOPE, a banking corporation,
Plaintiff

Witness my hand this 22 day of October 19 63

Alvin L. Lusk, Clerk

No. 5784

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THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

FIRST NATIONAL BANK OF

FAIRHOPE, a banking corporation,

Plaintiffs

vs.

HAROLD S. SEVERSON and

CHRISTINE O. SEVERSON,

Defendants

SUMMONS and COMPLAINT

Filed

19

Clerk

E. G. RICKARBY

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

159 Orange Street, Fairhope,

RECEIVED IN OFFICE
Alabama.

Oct. 23, 1963

Taylor Wilkins Sheriff

I have executed this summons

this

28th Oct., 1963

by leaving a copy with

Harold A. Severson
Christine O. Severson

Sheriff's claims

Ten Cents per mile

19.00

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

L. Seibert

DEPUTY SHERIFF

Taylor Wilkins

DEPUTY SHERIFF

L. Seibert

DEPUTY SHERIFF

Taylor Wilkins

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Taylor Wilkins

DEPUTY SHERIFF

Fairhope, Ala.