

JOHN V. DUCK
~~DUCK & LACEY~~

Attorneys at Law

P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

P. O. Box 239

Bay Minette, Ala.

DATE November 3, 1965

Re: B. I. Reynolds vs. Louis J. Wacker.

Dear Mrs. Duck:

Enclosed you will find promissory note in
the above styled cause.

Would you please ask Judge Mashburn to enter
a Judgment by Default in the amount of \$202.40
broken down as follows: \$152.40 principal
due on the note and \$50.00 attorneys fees
and interest.

Sincerely,

SIGNED

John V. Duck

DATE

SIGNED

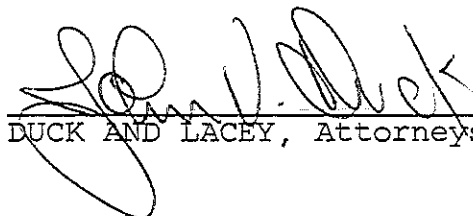
B. I. REYNOLDS,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
VS.)	AT LAW
LOUIS J. WACKER,)	6050
Defendant)	

Plaintiff claims of the Defendant the sum of TWO HUNDRED TWELVE AND 40/100 DOLLARS (\$212.40) due by Promissory Note made by him on the 14th day of July, 1962, and payable in monthly installments of Twenty-Five Dollars (\$25.00) each beginning thirty (30) days from date of said note.

In and by the terms of said note, the Defendant agreed that upon default in any one payment of said note, the entire principal balance would be due and payable at the option of the holder, and the Plaintiff now claims that the Defendant defaulted in said payment and claims the entire principal balance due and payable.

That in and by the terms of said note, the Defendant agreed that if the said note was turned over for collection, whether secured by suit or otherwise, that the Defendant would pay a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of Fifty Dollars (\$50.00) as a reasonable attorneys fee.

That in and by the terms of said note, the Defendant waived all rights to exemption under the Constitution and laws of Alabama, and the Plaintiff now claims the benefit of said waiver.


DUCK AND LACEY, Attorneys for Plaintiff

Defendant can be served at
Fairhope Upholstery Shop
on North Section Street,
Fairhope, Alabama.

FILED

MAY 8 1964

ALICE L. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6952

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon LOUIS J. WACKER

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.....

.....LOUIS J. WACKER....., Defendant.....

byB. I. REYNOLDS.....

....., Plaintiff.....

Witness my hand this.....

.....day of.....

1964

Alice J. Duck..... Clerk

EX-5-18-64

No. 6050

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

B. I. Reynolds

B. I. Reynolds

Plaintiffs

vs.

Louis J. Wacker

Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

MAY 8 1964

Clerk

ALICE J. DUCK, CLERK
REGISTER

DUCK AND LACEY

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at Fairhope
& can be served at Fairhope
Upholstery Shop, North 5th
Street, Fairhope, Alabama

Received In Office

5/8 1964

Sheriff

I have executed this summons
this 18th May 1964
by leaving a copy with

Louis J. Wacker

Sheriff claims 70 miles at 7.00

Ten Cents per mile plus
TAYLOR WILSON

BY

Taylor Wilson
Fred Suber
J. H. Hopper

Deputy

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. *60-52*

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon LOUIS J. WACKER

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.....

LOUIS J. WACKER....., Defendant.....

by B. I. REYNOLDS.....

....., Plaintiff.....

Witness my hand this..... day of..... 19*64*

Alfred S. Duke....., Clerk

\$ 512.50

FAIRHOPE, ALA.,

July 14

1962

On the fifth day of each month

AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF BANK OF FAIRHOPE

account of B. I. REYNOLDS

Twentyfive Dollars per month until Contract Dated July 20 1960

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:

Payment of 25⁰⁰ to be made on the 5th of each month
and applied to contract originally made by Torran Wacker
on July 20-1960

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

B. I. Reynolds

Louis J. Wacker

(L. S.)

(L. S.)