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FAIRHOPE, ALABAMA

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P. O. BOX 296
TELEPHONE 928-2191

February 24, 1965

Mrs. Alice J. Duck
P. O. Box 239
Bay Minette, Alabama

6353

Re: Rev. Thomas R. McKenna
vs. Early Gaskin & Pinkie Gaskin

Dear Mrs. Duck:

Please have Judge Mashburn enter Judgment by Default in the amount of \$1,120.00 which is broken down as follows: \$940.00 as principal; \$180 as attorney's fees. No interest.

Enclosed you will find the note.

Sincerely,

John V. Duck
John V. Duck *L.V.*

JVD:lh
Encls.

REV. THOMAS R. McKENNA, S.S.J.,) IN THE CIRCUIT COURT OF
 Plaintiff,) BALDWIN COUNTY, ALABAMA
 vs.) AT LAW
 EARLY GASKIN and PINKIE GASKIN,) *No. 6353*
 jointly and severally,)
 Defendants.)

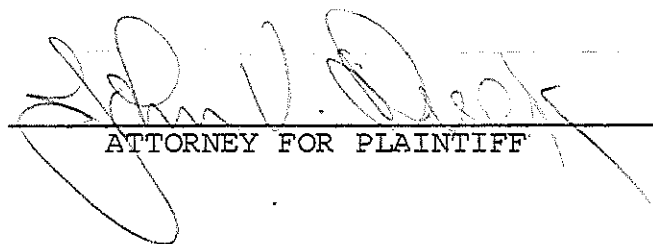
COUNT I

Plaintiff claims of the Defendants the sum of NINE HUNDRED FIFTY AND NO/100 (\$950.00) DOLLARS due by promissory note made by them on the 24th day of July, 1964 and payable in monthly installments of TWENTY AND NO/100 (\$20.00) DOLLARS with interest thereon.

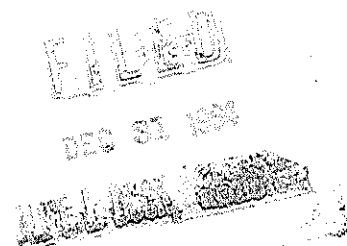
That in and by the terms of said note, in the event of a default in the payment of any installment of principal or interest, holder of said note could declare the entire indebtedness evidenced immediately due and payable, and that the Plaintiff alleges that the Defendants defaulted on the said note on the 7th day of October, 1964, and that he now declares the entire principal and interest due and payable.

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

That in and by the terms of said note, the Defendants agreed to pay all costs of collection whether suit is filed or otherwise, and a reasonable attorney's fee. The Plaintiff now claims the further and additional sum of ONE HUNDRED NINETY AND NO/100 (\$190.00) DOLLARS as a reasonable attorney's fee.


 ATTORNEY FOR PLAINTIFF

The Defendants can be served
 at Montrose, Alabama.



SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

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 EARLY GASKIN and PINKIE GASKIN, jointly
and severally,

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.....

EARLY GASKIN and PINKIE GASKIN, jointly and severally, Defendant.S.

by REV. THOMAS R. McKENNA, S.S.J.

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

Witness my hand this.....31.....day of.....Dec.....1964

64-189-65-

W. J. Moore....., Clerk

2.8940

No. 6353

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

REV. THOMAS R. McKENNA, S.S.J.

Plaintiffs

vs.

EARLY GASKIN and PINKIE GASKIN,

jointly and severally,

Defendants

SUMMONS AND COMPLAINT

Filed 12-31 1964

Deirdre R. Clerk Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Montrose, Alabama

Received In Office

1/4 1965

Sheriff

I have executed this summons

this Jan 9 1965

by leaving a copy with

Early Gaskin
Pinkie Gaskin

Darlene Gaskin

108 1080
RP

Jayla Wilkins Sheriff

Roy Randall Deputy Sheriff

Daphne, ALA. July 24, 1964

Rev. Thos. R. McKenna, S.S.J.

WE PROMISE TO PAY TO THE ORDER OF ~~FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALA.~~

One thousand & no/100 * * * * * DOLLARS \$ 1,000.00

for value received, Payable at FIRST NATIONAL BANK OF FAIRHOPE, ~~FAIRHOPE, ALA.~~ Daphne, Ala.

In 50 installments of \$ 20.00 payable monthly beginning August 7, 1964 after date without grace

and balance of \$ payable.....

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.

Pinbrie Sasser (Seal)
CSJ/CM (Seal)

ATTEST.....