

MOTION FOR JUDGMENT BY DEFAULT

STATE OF ALABAMA

IN THE

Circuit

COURT

Baldwin COUNTY

CASE No.

6361A. G. Allegri & Co.

PLAINTIFF

VS

Merrill Fortenest

DEFENDANT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendant upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendant on the 2nd day of

April, 19 65

2. The Defendant has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.

3. More than thirty days has lapsed since said service.

Phyllis S. West
Attorney

AMOUNT OF JUDGMENT \$ 170.00ATTORNEY'S FEE \$ 30.00INTEREST \$ 22.10TOTAL \$ 222.10

A. G. ALLEGRI & COMPANY,
a corporation

PLAINTIFF

VS

MERRELL NORTHCUTT

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6361

1.

The Plaintiff claims of the Defendant One Hundred Seventy and No/100 (\$170.00) Dollars, balance due on promissory note made by the Defendant on the 6th day of March, 1963, and payable on the 20th day of November, 1963. The Plaintiff avers that the Defendant defaulted in payment and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 6% per annum from November 20, 1963. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fee incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of Thirty and No/100 (\$30.00) Dollars.

FILED

JAN 14 1965

Alice A. Duck, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

By: Phyllis Nesbit
Attorneys for the Plaintiff

SUMMONS AND COMPLAINT

Moore Ptg. Co.

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 MERRELL NORTHCUTT

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 _____

MERRELL NORTHCUTT

_____, Defendant.

by _____

A. G. ALLEGRI & COMPANY, a corporation

_____, Plaintiff.

Witness my hand this

14

day of

Jan

1965

64-4-21-65

Alice J. Luck

_____, Clerk

No. 6361

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The State of Alabama

Baldwin County

CIRCUIT COURT

A. G. ALLEGRI & COMPANY

a corporation

Plaintiffs

vs.

MERRELL NORTHCUTT

Defendants

Summons and Complaint

Filed **FILED** _____ 19____

JAN 14 1965

Clerk

ALICE L. DUCK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Rural Route
Robertsdale, Alabama

Received In Office

RECEIVED

19____

JAN 14 1965

_____, Sheriff

I have executed this summons

this 14th day of January 1965

by leaving a copy with

Merrell Northcutt

Sheriff claims 5.00 miles

8 Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

Carline Chiles
DEPUTY SHERIFF

James Wilkins
Sheriff

Carline Chiles
Deputy Sheriff

Rosamond

\$ 170.00

ROBERTSDALE,

ALA., March 6

19 63

ON THE 20th DAY OF November, 1963, AFTER DATE WITHOUT GRACE, I WE, OR EITHER OF US, PROMISE TO PAY TO THE ORDER OF A. G. Allegri and Company

One Hundred Seventy and 00/100 - - - - - DOLLARS.

for value received, in lawful money of the United States of America at its present value: with interest thereon from date at the rate of 6 per cent per annum until paid.

PAYABLE AT office of WILTERS, BRANTLEY AND NESBIT, ROBERTSDALE, ALABAMA

~~STATE OF ALABAMA~~
The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and County of Alabama, 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 instrument irrevocably agrees demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them and the following 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 on the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness hand and seal on this 11th day and year first above written.

Attest:

Ruth Alt

MAR 11 1963 2:00 PM

WALTERS, BRANTLEY AND NESBIT

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