

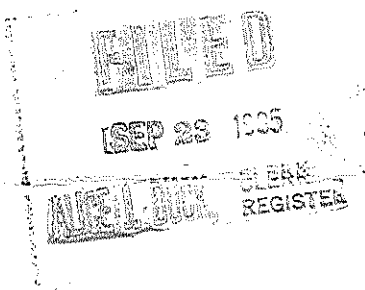
I. B. HAMILTON,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
vs.)	AT LAW
EDITH MEDDERS,)	6701
Defendant.)	

Plaintiff claims of the Defendant the sum of FIVE HUNDRED FORTY-FIVE AND NO/100 (\$545.00) DOLLARS due by promissory note made by her on the 28th day of September, 1962, and payable in monthly installments of TEN AND NO/100 (\$10.00) DOLLARS each.

That in and by the terms of said note, said note stated that default in any one payment matures the whole debt, and the Plaintiff now further avers that the Defendant has not paid any of the said installment, and declares the entire indebtedness due and payable.

That in and by the terms of said note, the Defendant agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS as a reasonable attorneys fee.

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



John V. Rock
 ATTORNEY FOR PLAINTIFF

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 EDITH MEDDERS

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.....

EDITH MEDDERS

....., Defendant.....

by I. B. HAMILTON

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

Witness my hand this 23 day of Sept 19 65

66-9-25-65

W. J. Ruck Clerk

No. 6701

Page.....

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

I. B. HAMILTON

Plaintiffs

vs.

EDITH MEDDERS

Defendants

SUMMONS AND COMPLAINT

FILED

Filed SEP 23 1965 19.....

CLERK
REGISTER

Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
can be served at Grand Hotel
Point Clear, Alabama
Received In Office

SEP 23 1965 19.....

TAYLOR WILKINS, Sheriff
SHERIFF

I have executed this summons

this 9-25 1965
by leaving a copy with

Edith Medders

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff
by R. G. Randall
DEPUTY SHERIFF

Taylor Wilkins Sheriff
R. G. Randall Deputy Sheriff

G. L. Hyer

EXPRESS LETTER

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
 Bay Minette, Ala.

DATE

DATE Septe. 21, 1965

Re: I. B. HAMILTON VS. EDITH MEDDERS

Dear Mrs. Duck

700, 6701

Enclosed find Bill of Complaint to be
 filed together with copy of same and
 Summons to be served.

Sincerely,

1
 0
 1
 0

SIGNED

SIGNED

SPEED LETTER

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
 Bay Minette, Ala.

DATE

DATE April 4, 1966

Re: Civil Case No. 6701
 Hamilton vs. Medders.

Dear Mrs. Duck:

Would you please ask the Judge to enter a
 Judgment by default in the amount of
 \$540.00 on a promissory note that I enclose
 herewith.

Judgment is broken down as follows: \$440.00
 due on said note and \$100.00 attorneys fee.

Thank you.

SIGNED

BANK OF FAIRHOPE

\$ 545.00

FAIRHOPE, ALA. September 28, 1962

As scheduled on reverse side

after date, without grace, I or We promise to pay to the

I. B. HAMILTON

order of ~~BANK OF FAIRHOPE~~

FIVE HUNDRED FORTY-FIVE AND NO/100

DOLLARS

for value received. Payable at THE BANK OF FAIRHOPE, FAIRHOPE, ALA. interest after default.

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, guarantor, or any one of them. Default in any one payment matures the whole debt.

Witness.....hand..... and seal..... this, the.....day of....., 19 62

ATTEST.....

H. L. Mudders
Edith Mudders

(Seal)

(Seal)

\$545.00, payable:

Beginning 28 December 1962
at the rate of \$10.00 per month
until paid in full. Default in
any one payment matures the whole
debt.