

STATE FARM MUTUAL AUTOMOBILE) IN THE CIRCUIT COURT OF
 INSURANCE COMPANY,)
 a corporation,) BALDWIN COUNTY, ALABAMA

 Plaintiff,) AT LAW

 VS.)


 OSCAR J. MICKLES, JR.)

 Defendant.) CASE NO. 6439

Plaintiff claims of the defendant the sum of \$454.22 due by promissory note heretofore executed by the defendant on August 24, 1964, payable to the plaintiff together with the interest thereon. Plaintiff avers that defendant defaulted in the terms of said promissory note, a copy of which is attached hereto and made a part hereof as if expressly set out herein, and has failed and refused to make payments as specified thereunder.

Plaintiff claims benefit of waiver of exemption as to personal property as provided for in said note and also claims a reasonable attorney's fee in the sum of \$90.04 averring said fee to be reasonable.

GIBBONS & STOKES


 E. GRAHAM GIBBONS, Attorney
 for State Farm Mutual Automobile
 Insurance Company
 PO Box 293
 MOBILE, ALA

Please serve the defendant: Route #1, Box 142, Daphne, Alabama

Alabama

8/24/64

Mobile

Mobile, Alabama

~~STATE FARM Mutual Automobile Insurance Company~~
(#469-22)

STATE FARM CLAIMS SERVICE OFFICE, 1418 Beltline
PLAZA, MOBILE, ALABAMA

Accident Investigation

ALABAMA
MOBILE
MOBILE, ALABAMA

8/24/64

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
(#469-22)

STATE FARM CLAIMS SERVICE OFFICE, 1718 BELTLINE
PLAZA, MOBILE, ALABAMA

Dea James Mickle

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6439

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Oscar J. Mickles Jr

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.....
Oscar J. Mickles, Jr....., Defendant.....

by State Farm Automobile Insurance Company, a corporation.....
....., Plaintiff.....

Witness my hand this 16th day of March 19 65

64-3-20-65

Wice J. Duck Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

STATE FARM MUTUAL AUTOMOBILE Ins. Co
a corp

Plaintiffs

vs.

OSCAR J. MICKLES, Jr

Defendants

SUMMONS AND COMPLAINT

Filed 3- 16 19. 65

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

March 16 1965

Sheriff

I have executed this summons

this 3/20 1965

by leaving a copy with

Oscar J. Mickles Jr.

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
BY TAYLOR WILKINS, Sheriff
Roy Randall Deputy Sheriff

Taylor Wilkins Sheriff

Roy Randall Deputy Sheriff

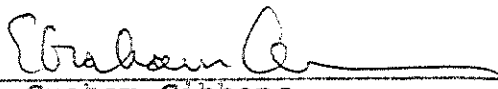
Mablis

STATE OF ALABAMA
COUNTY OF MOBILE

A F F I D A V I T


I, the undersigned, hereby state that Circuit Court Case Number 6439, Circuit Court of Baldwin County captioned State Farm/Auto-Mutual mobile Insurance Company vs. Oscar J. Mickles, Jr., which resulted in a judgment in favor of State Farm Mutual Automobile Insurance Company in the sum of \$547.22 plus \$22.00 court costs is founded on a Promissory Note executed by Oscar J. Mickles, Jr. in consideration of a conditional release executed by R. Q. Palmer and State Farm Mutual Automobile Insurance Company; said conditional release was for the purpose of releasing Oscar J. Mickles, Jr. from any and all claims held by R. Q. Palmer or State Farm Mutual Automobile Insurance Company as a result of an automobile accident which occurred on June 28, 1964 at approximately 6:20 A.M. on Highway 90 at or near the Tensaw River Bridge in Baldwin County, Alabama said automobile accident resulting from the negligence of the operation of an automobile by Oscar J. Mickles, Jr., Route 1, Box 142, Daphne, Alabama.

The Promissory Note, which was the basis of the aforementioned suit in Baldwin County, Alabama, was in consideration of damages sustained by R. Q. Palmer and State Farm Mutual Automobile Insurance Company .


E. Graham Gibbons
Attorney for State Farm Mutual
Automobile Insurance Company

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned notary public, hereby state that E. Graham Gibbons, who is known to me and whose signature appears hereon, on oath deposes and says that he is authorized as the attorney of record and attorney in fact for State Farm Mutual Automobile Insurance Company to declare the facts as above stated and that to the best of his knowledge and belief the same are true.


E. Graham Gibbons, Attorney for
State Farm Mutual Automobile
Insurance Company

Subscribed and sworn to before me this 17th day of March 1966.


Eunice L. Paquet, Notary Public

PROMISSORY NOTE

STATE OF: Alabama

DATE: 8/24/64

COUNTY OF: Mobile

PLACE: Mobile, Alabama.

AFTER DATE, I PROMISE TO PAY TO THE ORDER

OF STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

THE AMOUNT OF (\$469.22)

FOR VALUE HAD AND RECEIVED, PAYABLE AT

THE STATE FARM CLAIMS SERVICE OFFICE, 1418 BELT LINE PLAZA, MOBILE, ALABAMA.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each, for himself, severally agrees to pay this note. Each of said parties waives as to this debt, all rights of exemption under the Constitution and Law of Alabama, or any other State, and that each severally agrees to pay all cost of collection for secured, or attempting to collect or secure, this note, including a reasonable attorney fee, whether the same be collectible or secured by suit or otherwise, and the maker, endorser, surety, or guarantor of this note severally waives demand, presentation, protest, notice of protest, suit, and all other requirements necessary to hold them and upon failure to pay any payment on due date the entire note shall become due and payable upon demand.

Oscar James Nickless

FILED

APR 20 1965

ALICE L. DUCK, CLERK
REGISTER

PROMISSORY NOTE

STATE OF: ALABAMA

DATE: 8/24/64

COUNTY OF: Mobile

PLACE: Mobile, ALABAMA.

AFTER DATE, I PROMISE TO PAY TO THE ORDER

OF STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

THE AMOUNT OF (\$469.22)

FOR VALUE HAD AND RECEIVED, PAYABLE AT

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Oscar James Mickles

FILED

APR 20 1965

ALICE L. DUCK, CLERK
REGISTER

STATE FARM MUTUAL AUTOMOBILE

INSURANCE COMPANY, a corporation

PLAINTIFF,

-versus-

OSCAR J. MICKLES, JR.

DEFENDANT.

IN THE CIRCUIT COURT OF

BALDWIN
~~MOBILE~~ COUNTY

ALABAMA

AT LAW

CASE NO. 6439

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)
COUNTY OF MOBILE)

Now comes, B. F. STOKES, III,

who being first duly sworn, deposes and says that the defendant
herein, OSCAR J. MICKLES, JR.,
was not at the time of the filing of this suit, and is not now
in the Military or Naval Service of the United States.

The Defendant resides at Route #1, Box 142,

Daphne, Alabama.

B. F. Stokes, III

Sworn to and subscribed before me,

this 20th day of April, 1965.

Charles L. Lenoir
CIRCUIT CLERK, MOBILE COUNTY, ALABAMA.
NOTARY PUBLIC

FILED

APR 20 1965

ALICE L. DICK

CLERK
REGISTER

, Clerk.