

STATE OF ALABAMA,
COUNTY OF BALDWIN.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon DANIEL W. BRUNSON and SADIE F. BRUNSON 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 DANIEL W. BRUNSON and SADIE F. BRUNSON, Defendants, by ATLAS CREDIT CORPORATION, a corporation, Plaintiff.

Witness my hand this 7 day of May, 1965.

Alice L. Cuck Clerk.

ATLAS CREDIT CORPORATION,
a corporation,

Plaintiff,

VS.

DANIEL W. BRUNSON and
SADIE F. BRUNSON,

Defendants.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

6508

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendants the sum of FOUR THOUSAND FIVE HUNDRED FORTY-SEVEN AND 26/100 (\$4,547.26) DOLLARS, with interest at EIGHT PER CENT (8%) per annum from the 1st day of June, 1964, due by promissory note made by the Defendants to the Home Owners Credit Corporation on, to-wit, the 15th day of February, 1963, and payable in installments of ONE HUNDRED SEVENTEEN AND 32/100 (\$117.32) DOLLARS per month, beginning 1 April, 1963, and on the 1st day of each month thereafter until paid in full.

That said note provides that upon failure to pay any installment of principal or interest when due the entire principal sum shall become due and payable at the option of the holder.

That beginning with the sixteenth (16th) installment falling due 1 July, 1964, the Defendants failed to pay said installment and have made no further payments on said note and Plaintiff has

elected to declare the whole debt due.

That the note was by indorsement of the Home Owners Credit Corporation transferred to the Plaintiff, who is still the lawful owner and holder thereof. That in said note the Defendants did waive their right of exemption as to personal property and agreed to pay a reasonable attorney's fee for the collection of said debt, which the Plaintiff claims in the further sum of NINE HUNDRED NINE AND 45/100 (\$909.45) DOLLARS.

FILED

MAY 7 1965

ALICE L. DUCK, CLERK
REGISTER


E. G. RICKARBY, Attorney for the
Plaintiff.

64-5-27-65

Case No. 6508

Atlas Credit Corp-
a Corp., Pltf.

vs.

Daniel W. Brunson +
Sadie F. Brunson

FILED

MAY 7 1945

ALICE J. DUCK, CLERK
REGISTER

E. G. Rickaby, Atty.

Received 7 day of May 1945
and on 27 day of May 1945

I served a copy of the within

on Daniel W. Brunson

Sadie F. Brunson

By service on Daniel W. Brunson +

Sadie F. Brunson

By Taylor Wilkins Sheriff

D. S.

Stacy Phillips

Sherry State 144

Lot Cost per mile Total 144.00

By Stacy Phillips Sheriff

ATLAS CREDIT CORPORATION
a corporation

Plaintiff

vs

DANIEL W. BRUNSON and
SADIE F. BRUNSON

Defendants

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Case No. 6508

Come the defendants and for further answer to the complaint heretofore filed
say as follows:

1. That said note upon which suit is brought was an inseperable part of a
total contract of security, namely a mortgage subordinate to a prime or first
mortgage.

2. That said note upon which suit is brought was secured by a mortgage on
real property and that before the bringing of this suit the plaintiff negligently
allowed this security for its debt to be lost, disposed of or dissipated.

Paul W. Brunson

Paul W. Brunson, attorney for defendants

The defendants respectfully demand a trial by jury.

Paul W. Brunson

Paul W. Brunson, attorney for defendants

I certify that I have served a copy
of the herein answer on the attorney for
the plaintiff, E. G. Rickarby, by sending
the same to him by U. S. Mail addressed
to him at Fairhope, Ala. 7-15-65

Paul W. Brunson

FILED
JUL 16 1965
ALICE J. DICKSON, CLERK
BALDWIN COUNTY, ALA.

ATLAS CREDIT CORPORATION
a corporation

Plaintiff

vs

DANIEL W. BRUNSON and
SADIE F. BRUNSON

Defendants

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

Case No. 6508

Comes the defendant Sadie F. Brunson, and for answer to the complaint heretofore filed says as follows:

1. Not guilty.
2. The matters and facts alleged therein are not true.
3. The defendant for further answer says that in the execution of said instrument upon which plaintiff seeks to recover she acted solely as surety for and on her husband's debt.

Paul W. Brunson

Paul W. Brunson, attorney for defendant
64 S. Lafayette St., Mobile, Alabama

The defendant respectfully demands a trial by jury.

Paul W. Brunson

Paul W. Brunson, attorney for defendant

I certify that I have served a copy
of the herein answer on the attorney
for the plaintiff, E. G. Rickarby,
by sending the same to him by U.S.
Mail addressed to him at Fairhope, Ala. 7-15-65

Paul W. Brunson

FILED

JUL 26 1965

FILED
CLERK
REGISTER

ATLAS CREDIT CORPORATION,
a corporation

Plaintiff

vs

DANIEL W. BRUNSON and
SADIE F. BRUNSON

Defendants

: IN THE CIRCUIT COURT OF
:
: BALDWIN COUNTY, ALABAMA
:
: AT LAW
:
:
: Case No. 6508

Comes the defendant Dan Brunson, and for answer to the complaint heretofore
filed says as follows:

1. Not guilty.
2. The matters and facts alleged therein are not true.

Paul W. Brunson

Paul W. Brunson, attorney for defendant
64 S. Lafayette St., Mobile, Alabama

The defendant respectfully demands a trial by jury.

Paul W. Brunson

Paul W. Brunson, attorney

I certify that I have served a copy
of the herein answer on the attorney
for the plaintiff, E. G. Rickarby,
by sending the same to him by U.S.
Mail addressed to him at Fairhope, Ala. 7-15-65

Paul W. Brunson

FILED
JUL 16 1965
ALICE L. BICK, CLERK
REGISTERED

ATLAS CREDIT CORPORATION	:	IN THE CIRCUIT COURT OF
a corporation	:	
	:	BALDWIN COUNTY, ALABAMA
Plaintiff	:	
vs	:	AT LAW
	:	
DANIEL W. BRUNSON and	:	
SADIE F. BRUNSON	:	
Defendants	:	CASE NO. 6508

Comes Daniel W. Brunson, defendant in the above entitled cause, and moves the court to stay any further proceeding in the cause and as grounds therefor says as follows:

That on the 3 day of August, 1965, the defendant Daniel W. Brunson filed in the United States District Court for the Southern District of Alabama, a voluntary petition in bankruptcy, Daniel Webster Brunson, Proceeding # 21,682;

That the plaintiff in the above entitled cause is listed as a creditor in the said bankruptcy proceeding;

Wherefore, the premises considered, the defendant moves the court to stay these proceedings pending the outcome of the petition in the United States District Court for the Southern District of Alabama.

Paul W. Brunson
Paul W. Brunson, attorney for defendant
64 S. Lafayette Street, Mobile, Alabama

I certify that I have served a copy of the within motion on the attorney for the plaintiff, E. G. Rickarby, by sending the same by U. S. Mail addressed to him at Fairhope, Alabama, on August 3, 1965.

Paul W. Brunson

FILED
AUG 4 1965
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ALABAMA
MOBILE

ATLAS CREDIT CORPORATION
a corporation

Plaintiff

vs

DANIEL W. BRUNSON and
SADIE F. BRUNSON

Defendants

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6508

Comes Sadie F. Brunson, defendant in the above entitled cause, and moves the court to stay any further proceeding in the cause and as grounds therefor says as follows:

That on the 3 day of August, 1965, the defendant Sadie F. Brunson filed in the United States District Court for the Southern District of Alabama, a voluntary petition in bankruptcy, Sadie Cathryn Brunson, Proceeding # 21,683 :

That the plaintiff in the above entitled cause is listed as a creditor in the said bankruptcy proceeding;

Wherefore, the premises considered, the defendant moves the court to stay these proceedings pending the outcome of the petition in the United States District Court for the Southern District of Alabama.

Paul W. Brunson
Paul W. Brunson, attorney for defendant
64 S. Lafayette Street, Mobile, Alabama

I certify that I have served a copy of the within motion on the attorney for the plaintiff, E. G. Rickarby, by sending the same by U. S. Mail addressed to him at Fairhope, Alabama, on August 3, 1965.

Paul W. Brunson

FILED
AUG 4 1965
MAINE

E. G. RICKARBY

392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA 36532

April 26, 1965

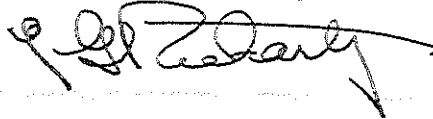
Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Atlas Credit Corporation
Vs: Daniel W. Brunson
Our File: 65-80

Enclosed find suit on promissory note against Mr. and Mrs.
Brunson. Please process and oblige.

Yours very truly,



EGR/jlb
Encl.
cc: Client
5-6-65

\$5,785.00

Mobile, Alabama

February 15, 1963

For value received the undersigned jointly and severally promise to pay to

Home Owners Credit Corporation

or order,

the principal sum of \$5,785.00 with interest thereon from date, at the rate of eight (8) per cent per annum. The said principal and interest shall be payable at 1257 Springhill Avenue - Mobile, Alabama monthly installments as follows, namely:

Beginning on the 1st day of April, 1963, the sum of \$117.32, and the sum of \$117.32, on the 1st day of each month thereafter, until the principal indebtedness hereby secured and the interest thereon have been paid in full; the said monthly payments of \$117.32 each to be applied first to the payment of interest at the rate of eight (8) per cent, per annum, on the principal sum of \$5,785.00 or so much thereof as shall from time to time remain unpaid, and the balance of each monthly payment to be applied on account of principal. Both the principal sum and interest being payable in lawful money of the United States of America.

Privilege is given to make additional payments on said principal sum at any interest payment date; such additional payments, however, to be made in multiples of \$117.32.

Each maker and endorser waives the right of exemption under the Constitution and laws of Alabama, and each maker and endorser waives demand, protest, and notice of protest, and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date due hereof.

This note is to be construed according to the laws of the State of Alabama, and is secured by a Chattel Mortgage and Mortgage on real estate executed to Home Owners Credit Corporation by the undersigned on even date herewith.

Upon failure to pay any installment of principal and/or interest when due or if any of the conditions and requirements in said Chattel Mortgage and Mortgage deed be not complied with, the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Daniel W. Brunson (SEAL)
DANIEL W. BRUNSON

Sadie F. Brunson (SEAL)
SADIE F. BRUNSON

Pay to the Order of:

Atlas Credit Corporation

Without Recourse on Home Owners Credit Corporation

Rebecca V. Herpso Witness

HOME OWNERS CREDIT CORPORATION

Minnie M. Hamilton Witness

Luman L. Drew (SEAL)
Luman L. Drew, President