

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 September 29, 1965

Re: Starr vs. Owen. Civil Case No. 6593

Dear Mrs. Duck:

Enclosed herewith is original note
sued on in captioned case.

Please have the Judge enter a
Judgment in the amount of \$265.00.

Sincerely,

John V. Duck

SIGNED

SIGNED

\$10,325.00

Fairhope
Mobile, Alabama
October 23, 1963

For value received the undersigned jointly and severally promise to pay to
JAMES GARY STARR, and wife, KATHLEEN BLAGG STARR
or order, the principal sum of
TEN THOUSAND, THREE HUNDRED TWENTY-FIVE DOLLARS (\$10,325.00)
with interest thereon from date, at the rate of six (6%) per cent per annum.
The said principal and interest shall be payable at the banking house of
Fairhope ~~Mobile~~, Alabama,
in monthly installments as follows, namely:

The sum of Seventy-Five Dollars (\$75.00) per month
which shall include interest at the rate of six per-
cent per annum on the unpaid balance, from even date
herewith beginning on the 1st day of December,
1963, and a like or similar sum with interest as
herein before provided until paid in full. All pay-
ments shall be applied first to the interest, and the
balance to the principal.

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

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, includ-
ing a reasonable attorney's fee on failure to pay any installment of principal and in-
terest 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 Contract to Purchase
on real estate executed to payees herein
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 Contract to Purchase
~~does~~ be not complied with, the entire principal sum at the option of the holder, shall be-
come 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.

Dewey V. Owen
DEWEY V. OWEN

Willie Sue Owen
WILLIE SUE OWEN

E. S. Watts #63,10
Taxes, INS. 16.38

~~\$~~ 10,325.00

6% at \$75.00 per month. Due 1-10th.

DATE	INTEREST PAYMENT	PRINCIPAL PAYMENT	BAL. DUE ON PRINCIPAL	REC'D BY
10-26-63	\$13.26	\$10.11	\$10314.89	Nov. *
12-4-63				Dec. *
10-26-63	51.63	6.99	10318.09	Nov. * 1.
12-4-63	51.59	7.03	10311.06	Dec. * 2.
1-21-64	51.56	7.06	10304.00	Jan. 3.
2-15-64	51.52	7.10	10296.90	Feb. 4.
3-17-64				Mar. 5.
4-27-64				Apr. 6.
6-23-64				May. 7.
7-21-64				June 8.

JAMES GARY STARR and)
KATHLEEN BLAGG STARR,)
Plaintiffs,)
vs.)
DEWEY V. OWEN,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

659 2

COUNT ONE

Plaintiffs claims of the Defendant the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 (\$225.00) DOLLARS due by promissory note made by him on the 23rd day of October, 1963 and payable in monthly installments of SEVENTY-FIVE (\$75.00) DOLLARS per month, with the interest thereon.

That in and by the terms of said note, the Defendant agreed that in the event of failure to pay any installment on principal or interest when due, then the entire principal sum at the option of the holder shall become due and payable, and the Plaintiffs now claim the entire balance due and payable.

That in and by the terms of said note, the Defendant agreed that in the event of default that he would pay all costs of collection, including a reasonable attorney's fee, and the Plaintiffs now claim the further and additional sum of FORTY AND NO/100 (\$40.00) DOLLARS as a reasonable attorney's fee.


ATTORNEY FOR PLAINTIFF

FILED

JUL 16 1968

ALICE L. DICK, CLERK
BALDWIN COUNTY, 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 DEWEY V. OWEN

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.....

.....DEWEY V. OWEN....., Defendant.....

by JAMES GARY STARR and KATHLEEN BLAGG STARR

....., Plaintiff..S.

Witness my hand this.....16.....day of.....July.....1965

EX-8-7-65.....Dee J. Wick....., Clerk

No. 45-93

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

JAMES GARY STARR and

KATHLEEN BLAGG STARR

Plaintiffs

vs.

DEWEY V. OWEN

Defendants

SUMMONS AND COMPLAINT

Filed 7-16 1965

..... *Dee J. ...* Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Fairhope, Alabama

RECEIVED

Received In Office

JUL 16 1965

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this Aug. 7- 1965
by leaving a copy with

Dewey V. Owen

Sheriff claims 70 miles @

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY *Roy Randall* Deputy Sheriff

Taylor Wilkins Sheriff

Roy Randall Deputy Sheriff

F. Hope

ELBA, ALA.

Oct. 28

196

5

TO THE SHERIFF

Baldwin Co.

COUNTY.

ALABAMA.

I enclose herewith

Sheriff we have looked
the Co. over we can find this man
If you can give a better or later
address I will be glad to serve.

Thanks

Please serve and return as early as possible.

H. W. Tillman

Sheriff, Coffee County, Alabama

"If not found in your county please advise promptly giving information as to present location if possible."