## 

## P. O. DRAWER A-J - FAIRHOPE, ALABAMA

MESSAGE	REPLY
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. Rugh	
SIGNED	SIGNED

\$10,325.00



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 WONK, 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 percent per annum on the unpaid balance, from even date herewith beginning on the day of promotion of the day of promotion of the last sum with interest as herein before provided until paid in full. All payments 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 interest 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, 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 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 describe 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.

DEWEY V. OWEN

WITTE SUE OWEN

\$ 10,325,00

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JAMES GARY STARR and	)	IN THE CIRCUIT COURT OF
KATHLEEN BLAGG STARR,	)	BALDWIN COUNTY, ALABAMA
Plaintiffs,	)	·
	)	AT LAW
VS.	)	659 9
DEWEY V. OWEN,	)	
Defendant.	)	

## 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 PLAINTIP

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444 I6 <u>188</u>8

AME LOUIS ASSOCIA

STATE OF ALABAMA  BALDWIN COUNTY  TO ANY SHERIFF OF THE STATE OF ALABAMA:  Circuit Court, Baldwin County  No
You Are Hereby Commanded to SummonDEWEY_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 day of 19.65
EZ-8-7-65 Clerk

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Bald	win Count	y	
CIRCU	TT CO	URT	
JAMES GARY	STARR	and	
KATHLEEN B	LAGG ST	ARR	
		. 1	Plaintiffs
	vs.	*	
DEWEY V.	OWEN		,
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		De	fendants
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јони '	v. DUCK		
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Defendant lives at
Fairhope Alabama  Received In Office  JUL 16 1965
TAYLOR WILKINS SHERISS  I have executed this summons this Caug. 2 1965
Dewey V. Owen
Sheriff claims 7.0 miles of Ton Gents per mile Total \$ 7.00
By Roy Randall
Laylor Willams Sheriff
Roy Randal Deputy Sheriff

ELBA, ALA / CCT, 28 196_5
TO THE SHERIFF Ballules Co. COUNTY.
ALABAMA.
The Co. We we can find of me
If you can five a letter or later
address I will be good to new
Please serve and return as early as possible.
H. W. Tillman
Sheriff, Coffee County, Alabama
"If not found in your govern

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