

BANK OF FAIRHOPE,
a Banking Corporation

PLAINTIFF

-vs-

DONALD W. BUSBY and
HELEN E. BUSBY

DEFENDANTS

2704

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

C O M P L A I N T
COUNT I

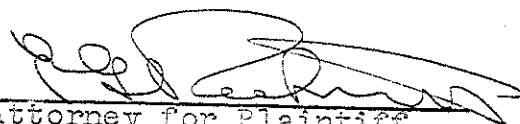
The Plaintiff claims of the Defendant, DONALD W. BUSBY, the sum of TWO HUNDRED SIXTY-SEVEN DOLLARS AND SIXTY CENTS (\$267.60) due by promissory note made by him on, to-wit, the 14th day of March, 1955, and payable on, to-wit, the 14th day of April, 1955, with interest from the 14th day of July, 1955, at six percent (6%) per annum, and the Plaintiff avers that in said note and as a part of the consideration thereof the Defendant agreed to and did waive all his rights to exemption as to personal property and further agreed to pay a reasonable attorney's fee for the collection of said note, which the Plaintiff hereby claims in the sum of FORTY DOLLARS AND FOURTEEN CENTS (\$40.14), which said sums of money are still unpaid.

COUNT II

The Plaintiff claims of the Defendants, DONALD W. BUSBY and HELEN E. BUSBY, the sum of ONE HUNDRED EIGHTY-SEVEN DOLLARS AND SIXTY CENTS (\$187.60) due by promissory note made by them on, to-wit, the 18th day of December, 1954, and payable TWENTY-SIX DOLLARS AND EIGHTY CENTS (\$26.80) monthly after date, which said note has been in default from, to-wit, the 1st day of August, 1955, and the Plaintiff avers that in said note and as part of the consideration thereof the Defendants did agree to and did waive all their rights of exemption as to personal property and further agreed to pay a reasonable attorney's fee for the collection of said note, which the Plaintiff claims in the sum of TWENTY-EIGHT DOLLARS AND FOURTEEN CENTS (\$28.14), which said sums of money are still unpaid.

RICKARBY AND RICKARBY

BY


Attorney for Plaintiff

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 2704

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon DONALD W. BUSBY and HELEN E. BUSBY

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 DONALD W. BUSBY

and HELEN E. BUSBY

-----, Defendant. S

by the BANK OF FAIRHOPE, a Banking Corporation

-----, Plaintiff. S

Witness my hand this 19 day of Aug 19 55.

David J. [Signature], Clerk

LAW OFFICES

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

October 13, 1955

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

Dear Mrs. Duck:

With this we are handing you two notes in the matter of Bank of Fairhope vs. Donald W. Busby. Service was had in this matter on September 13th, 1955 and its case number is 2704.

Request you have Judge Hall enter judgment by default on these notes for principal \$455.20, attorney's \$68.28, which is 15% and \$4.00 interest, and include a waiver of exemption in the judgment entry.

Yours very truly,



EGR/rl

10-31-55

c/c Bank of Fairhope

455.20
68.28
4
~~544.48~~
\$577.48

\$ 310.00

FAIRHOPE, ALA.,

March 14, 1955

April 14, 1955,

AFTER DATE, WITHOUT GRACE, I OR WE

PROMISE TO PAY TO THE ORDER OF BANK OF FAIRHOPE

THREE HUNDRED TEN AND NO/100

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

To secure the payment of this bond or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

1947 Dodge 1½ ton, motor no. T12085877

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

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.

ATTEST

3261

Donald W. Busby

(L. S.)

(L. S.)

Mr. Donald W. Busby, Battles Wharf, Ala.

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

December 6, 1955

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

Dear Mrs. Duck:

Inre: Bank of Fairhope - 2704
vs.
Donald W. Busby
Judgment \$455.20 plus int.,
attorney fee, and costs
Our File: 3418

Mr. Busby is paying on this judgment. Please
send us cost bill and do not issue execution.

If execution has been issued, I am asking the
Sheriff to send us cost bill.

Yours very truly,



EGR/fm

cc: Bank of Fairhope

Mr. Taylor Wilkins, Sheriff

Dear Taylor.