

The State of Alabama, <sup>BALDWIN</sup> County  
IN THE CIRCUIT COURT

CIVIL ACTION NO. 13,200

MERCHANTS ADJUSTMENT SERVICE, Plaintiff

-vs.-

JIMMY LEE MILTON, Defendant

APPLICATION TO CLERK FOR ENTRY OF DEFAULT

The clerk is requested to enter default against the defendant in the above entitled action for failure to plead, answer or otherwise defend as set out in the affidavit hereto annexed.

*William L. Howell*  
Attorney for Plaintiff  
WILLIAM L. HOWELL

SUPPORTING AFFIDAVIT

STATE OF ALABAMA

COUNTY OF MOBILE

WILLIAM L. HOWELL

, being duly sworn, deposes and says:

1. That he is attorney of record of the plaintiff, and has personal knowledge of the facts set forth in this affidavit.
2. That the defendant was duly and legally served with process on the 2nd day of December 1975, under the provisions of the Alabama Rules of Civil Procedure, to-wit: Rule 4
3. That more than thirty days have elapsed since the date on which service of process was perfected on the defendant.
4. That the defendant has failed to answer or otherwise defend as to plaintiff's complaint, or serve a copy of any answer or other defense which he might have upon the undersigned attorney of record for the plaintiff.
5. That this affidavit is executed by affiant herein in accordance with rule 55(a) of the Alabama Rules of Civil Procedure for the purpose of enabling the plaintiff to obtain an entry of default against the defendant, for his failure to answer or otherwise defend as to the plaintiff's complaint.

*William L. Howell*  
WILLIAM L. HOWELL

Sworn to and subscribed before me this the 26th day of May, 1976

*[Signature]*  
Notary Public

ENTRY OF DEFAULT

Default entered against defendant on this the 28 day of May, 1976

*Eunice B. Blackmon*  
Clerk

FILED

MAY 28 1976

EUNICE B. BLACKMON CIRCUIT CLERK

The State of Alabama, BALDWIN County  
IN THE CIRCUIT COURT

CIVIL ACTION NO. 13,200

MERCHANTS ADJUSTMENT SERVICE

, Plaintiff

-vs.-

JIMMY LEE MILTON

, Defendant

APPLICATION TO CLERK FOR ENTRY OF DEFAULT JUDGMENT

Based upon the affidavit attached and in accordance with Rule 55(b)(1) of the Alabama Rules of Civil Procedure, the clerk is requested to enter a default judgment in the above entitled action.

William L. Howell  
Attorney for Plaintiff  
WILLIAM L. HOWELL

SUPPORTING AFFIDAVIT

STATE OF ALABAMA

COUNTY OF MOBILE

WILLIAM L. HOWELL

, being duly sworn, deposes and says:

1. That he is plaintiff or the duly authorized agent of the plaintiff or attorney for the plaintiff and has personal knowledge of the facts set forth in this affidavit.
2. That under the provisions of Rule 55(a) of the Alabama Rules of Civil Procedure default was taken against the defendant on the day of 1976, for his failure to appear.
3. That defendant is neither an infant or incompetent person according to information and belief of the undersigned.
4. That the amount due under this claim is for a sum certain, or a sum which by computation can be made certain, and is of this date the sum of \$102.95 (\$179.80 prin. and \$43.15 interest)  
\*Defendant paid \$120.00

William L. Howell  
WILLIAM L. HOWELL

Sworn to and subscribed before me this the 26th day of May, 1976

FILED

MAY 28 1976

EUNICE B. BLACKMON  
CIRCUIT CLERK

Notary Public

DEFAULT JUDGMENT ENTERED BY CLERK

In this action the defendant having been duly served with process and having failed to appear and his default having been duly entered, upon request of the plaintiff and upon the affidavit of William L. Howell of the amount due, which said amount is a sum certain, or a sum which can be computation be made certain and is of this date the sum of \$102.95; and that the defendant is not an infant or incompetent person, judgment is hereby entered against the defendant, and

It is ORDERED and ADJUDGED that the plaintiff recover of the defendant damages in the amount of \$102.95 and his cost of action.

Done at Bay Minette, this 28 day of May, 1976

Bay Minette,

Eunice B. Blackmon  
Clerk

# STATEMENT OF ACCOUNT

Creditor Merchants Adjustment Service Assignee of Bay Medical Clinic & Drs. Johnson and Box  
Debtor Milton, Jimmy Lee Address Stapleton <sup>Jasper</sup> Lumber Co., <sup>Stapleton</sup> Loxley, AL  
Employment Stapleton <sup>Jasper</sup> Lumber Co. Address Loxley, AL

Professional Services Rendered On Account \$ 179.80  
Merchandise, Goods, Sold and Delivered On Account \$             
Date of Last Charge 5-14-72  
Date of Last Payment 6-74

## SWORN STATEMENT OF CLAIM

STATE OF ALABAMA

COUNTY OF MOBILE

I hereby certify that the above account is just and correct and that all proper credits have been given and that the balance as indicated above is due and payable.

X

B. E. George

Affiant

Sworn and subscribed to before me this

24 day of Oct 19 75

Rayne D. Primm  
Notary Public

STATE OF ALABAMA

STATE OF ALABAMA  
COUNTY OF MOBILE

FOR A CONSIDERATION OF One and No/100 (\$1.00) Dollars and other valuable considerations to  
Bay Medical Clinic

hereinafter called Vendor, paid by Merchants Adjustment Service, Inc. hereinafter called Vendee, the receipt of which is hereby acknowledged, and further valuable consideration to be paid by Vendee to Vendor does hereby Sell, Assign, Transfer and set over to the Merchants Adjustment Service, Inc. of Mobile, Alabama, the following accounts:

Jimmie Lee Milton

\$145.00

with full right and authority to demand, collect and receive payment thereof, and to execute any and all necessary receipts and releases thereof, with full right to enforce said claims by suit in the name of the Vendor or in the name of the said Vendee, but at the cost and expense of the Vendee. The Vendor warrants the said claims to be just, correct, due and owing and free from set-offs or counter-claims, and agrees to furnish on demand of the Vendee, all necessary statements, evidence and proof to support said claims.

Because of the uncertainty of the value of the said accounts, the exact consideration for this assignment is to be determined in accordance with an existing contract between Vendor and Vendee. However, it is expressly understood that vendor hereby conveys to Vendee the absolute title to said accounts and the Vendor retains no title or interest, legal or equitable, in said accounts, or any proceeds that Vendee may obtain therefrom.

Executed on this the 14th day of Sept., 19 75

x Ms Norma Brown

STATE OF ALABAMA

STATE OF ALABAMA  
COUNTY OF MOBILE

FOR A CONSIDERATION OF One and No/100 (\$1.00) Dollars and other valuable considerations to

Drs. Johnson and Box

hereinafter called Vendor, paid by Merchants Adjustment Service, Inc. hereinafter called Vendee, the receipt of which is hereby acknowledged, and further valuable consideration to be paid by Vendee to Vendor does hereby Sell, Assign, Transfer and set over to the Merchants Adjustment Service, Inc. of Mobile, Alabama, the following accounts:

Jimmie L. Milton

\$34.80

with full right and authority to demand, collect and receive payment thereof, and to execute any and all necessary receipts and releases thereof, with full right to enforce said claims by suit in the name of the Vendor or in the name of the said Vendee, but at the cost and expense of the Vendee. The Vendor warrants the said claims to be just, correct, due and owing and free from set-offs or counter-claims, and agrees to furnish on demand of the Vendee, all necessary statements, evidence and proof to support said claims.

Because of the uncertainty of the value of the said accounts, the exact consideration for this assignment is to be determined in accordance with an existing contract between Vendor and Vendee. However, it is expressly understood that vendor hereby conveys to Vendee the absolute title to said accounts and the Vendor retains no title or interest, legal or equitable, in said accounts, or any proceeds that Vendee may obtain therefrom.

Executed on this the

22

day of

September

1975

X

 Robert Johnson MD

ALABAMA

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2000

FILED

OCT 29 1975

HOWELL & ROEBUCK, LAWYERS  
2204 First National Bank Bldg  
Mobile, Alabama 36602  
Phone: 438-2516

EUNICE B. BLACKMON CIRCUIT CLERK

Serve the defendant(s) at: c/o emp. Stapleton Timber Co., Stapleton, Ala.

TO ANY SHERIFF IN THE STATE OF ALABAMA:

You are hereby commanded to serve this summons and a copy of the complaint in this action upon defendant(s) Jimmy Lee Milton

Each defendant is required to serve a written answer to the complaint upon William L. Howell, M. Lloyd Roebuck, Attorneys for the plaintiff, whose address is 2204 First National Bank of Mobile Alabama, 36602, within thirty (30) days after service of this summons with the exclusion of the day of service and to file the original of the said written answer with the clerk of this court within the said thirty-day period. If any defendant fails to do so, a judgment by default will be entered against that defendant for the relief complained of in the complaint.

CLERK OF THE COURT

Dated:

Oct 29, 1975

RECEIVED

OCT 29 1975

THOMAS H. BENTON  
SHERIFF

Sheriff claimed 40 miles at  
12 Cents per mile Total \$ 5.60  
THOMAS H. BENTON, Sheriff

BY H. F. Hall  
DEPUTY SHERIFF

#13,200

MERCHANTS ADJUSTMENT SERVICE

VS:

JIMMY LEE MILTON  
% emp. Stapleton Timber Co.  
Stapleton, Ala.

Summons & Complaint

FILED

OCT 29 1975

EUNICE B. BLACKMON CIRCUIT  
CLERK

William L. Howell  
Attorney For Plaintiff

Recorded 29 day of Oct 1975  
and on 2 day of Aug, 1975  
I served a copy of the within HC  
on Jimmy Lee Milton  
By service on Jimmy Lee Milton  
THOMAS H. BENTON, SHERIFF  
BY H. F. Hall D. S.