

JOHN V. DUCK
ATTORNEY AT LAW
P. O. BOX Y
FAIRHOPE, ALABAMA 36532
October 6, 1967

Mrs. Alice J. Duck
P. O. Box 239
Bay Minette, Ala.

Re: Baldwin National Bank vs
Eddie P. Lawson.
Civil No. 7297

Dear Mrs. Duck:

Please have the Judge enter a Judgment by Default on
the enclosed note in the amount of \$342.72 plus
\$75.00 attorneys fees.

Sincerely,


John V. Duck

JVD:lh
Encis.

BALDWIN NATIONAL BANK
OF ROBERTSDALE

Fairhope, Alabama

Principal \$314.00
Interest 25.30
Ins.-Rec. Fee 3.42
\$ 342.72
8-27 1966

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of the Fairhope Branch of The Baldwin National Bank of Robertsdale, at its office in Fairhope, Alabama, the sum of Three Hundred Forty Two and 7/100 Dollars payable in 12 installments of \$ 28.56 each except the first installment which is in the sum of \$ _____; the first installment shall be due on Sept 30 1966 after date hereof, and one of such remaining installments shall be due on the 30 day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgement against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successor and assigns, shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable (less a sum equal to 8% per annum on the respective installments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or of any State, as to personal property, and they each severally agree to pay all cost 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 or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. 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 or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall be so elect, nor be liable for any failure or omission in respect thereof.

The undersigned have subscribed their names hereto without condition that any one else should sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

ADDRESS:

712 W. Hart Ave.
Opp, Ala.

SIGNATURE OF MAKER (S):

Roddie P. Lawson

BALDWIN NATIONAL BANK OF)
ROBERTSDALE, a corporation,)
Plaintiff,)
vs.)
EDDIE P. LAWSON,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

7297

COUNT ONE

Plaintiff claims of the Defendant the sum of THREE HUNDRED FORTY-TWO AND 72/100 (\$342.72) DOLLARS due by promissory note made by her on the 27th day of August, 1966 and payable in twelve (12) monthly installments of TWENTY-EIGHT AND 56/100 (\$28.56) DOLLARS each.

That in and by the terms of said note the Defendant agreed that in the event of a default in the payment of any one or more of said monthly installments when and as the same fall due, that the Plaintiff could declare the entire indebtedness evidenced by the said note due and payable and the Plaintiff avers that the Defendant defaulted on the first installment due on, to-wit: the 30th day of September 1966.

That in and by the terms of said note, the Defendant agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of SEVENTY-FIVE (\$75.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendant waived all rights of exemption under the Constitution and laws of Alabama, and the Plaintiff now claims the benefit of said Waiver.

FILED

NOV 28 1966

ALICE J. DICK, CLERK
REGISTER

Executed the within

S. C.

by serving a copy thereof on

Eddie P. Lawson

ATTORNEY FOR PLAINTIFF

his 11 day of July 1967

P. R. Gant Sheriff

P. R. Gant D. S.
Corington County, Alabama

THE SHERIFF CLAIMS A TOTAL OF
30 AT \$10 PER MILE
FOR A TOTAL OF \$ 3.00

P. R. GANT SHERIFF
B. G. Gant D. S.

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 7297

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon EDDIE P. LAWSON

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.....

EDDIE P. LAWSON....., Defendant.....

by BALDWIN NATIONAL BANK OF ROBERTSDALE

....., Plaintiff.....

Witness my hand this.....28.....day of.....Nov.....1966

Alice J. Clark....., Clerk

No. 7292

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

BALDWIN NATIONAL BANK OF ROBERTSDALE

a corporation,

Plaintiffs

vs.

EDDIE P. LAWSON

Defendants

712 W. Hart Ave.

SUMMONS AND COMPLAINT

Filed

FILED

19.....

NOV 28 1966

Clerk

ALICE J. DUCK

CLERK
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

RECEIVED

DEC 14 1966

Defendant lives at

712 W. Hart Avenue
Opp. Alabama
TAYLOR WILKINS
SHERIFF

Received In Office

NOV 23 1966

19.....

TAYLOR WILKINS
SHERIFF

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Not found in my county after
diligent search & inquiry.

SHERIFF, Covington County

Lives in Mobile

Returned 31 day of Jan 1967
Not found in my county after diligent search and inquiry.

Taylor Wilkins, Sheriff

By

RECEIVED

Deputy Sheriff

Sheriff

JUL 3 1967

Deputy Sheriff

TAYLOR WILKINS
SHERIFF