

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 July 31, 1967

Re: Baldwin National Bank vs. L.C. Merrell

Civil Case No. 7589

Dear Mrs. Duck:

Enclosed please find the two notes sued on  
in captioned case. Please ask the Judge  
to enter a Judgment in the amount of  
\$1,002.12 which represents \$740. and \$97.12  
due on the notes and \$140. and \$25.00 attor-  
neys fees.

Sincerely,

SIGNED

SIGNED

**BALDWIN NATIONAL BANK  
OF ROBERTSDALE**

Fairhope, Alabama

*flw*  
Principal \$902.00  
Interest 109.86  
Ins.-Rec. Fee 15.40  
\$ 1027.26  
1-11 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 One thousand Twenty Seven & 24/100 Dollars payable in 18 installments of \$ 57.07 each except the first installment which is in the sum of \$ —; the first installment shall be due on Feb. 15<sup>th</sup> 1966 after date hereof, and one of such remaining installments shall be due on the 15<sup>th</sup> 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:

394 Ingleside  
Fairhope, Ala.

SIGNATURE OF MAKER (S):

J. C. Merrill

In consideration of One Dollar (1.00) received and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one, jointly and severally) hereby agree to all of the provisions of the within note, and do unconditionally guarantee to the payee herein, its, his or her, successors and assigns, and every subsequent holder of said note, irrespective of the genuineness, validity, legality or enforceability thereof, or of the obligation evidenced hereby, or of any collateral therefore, and irrespective of any other circumstance or condition, that all sums stated therein to be payable shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, with 8% interest after maturity.

Date of Payment	Amount of Payment	Interest Paid	Paid on Principal	Balance Due	RECORD
<del>2-2-66</del>	<del>1879</del>		<del>1879</del>	<del>21728</del>	
<del>3-14-66</del>	<del>1879</del>		<del>1879</del>	<del>18190</del>	
<del>4-5-66</del>	<del>1879</del>		<del>1879</del>	<del>16371</del>	
<del>5-18-66</del>	<del>1879</del>		<del>1879</del>	<del>14552</del>	
<del>6-7-66</del>	<del>1879</del>		<del>1879</del>	<del>12733</del>	
				102726	
2-26-66	5707		5707	97019	
3-28-66	5707		5707	91312	
4-25-66	5707		5707	85605	

**BALDWIN NATIONAL BANK  
OF ROBERTSDALE**

Fairhope, Alabama

Principal \$200.00  
Interest 16.10  
Ins.-Rec. Fee 2.18  
\$ 218.28  
12-18 1965

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 Two Hundred Eighteen + 28/100 Dollars payable in 12 installments of \$ 18.19 each except the first installment which is in the sum of \$ \_\_\_\_\_; the first installment shall be due on JAN. 20 1966 after date hereof, and one of such remaining installments shall be due on the 20th 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:

394 Ingleside Ave  
Fairhope, Ala.

SIGNATURE OF MAKER (S):

L. C. Merrill

In consideration of One Dollar (1.00) received and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one, jointly and severally) hereby agree to all of the provisions of the within note, and do unconditionally guarantee to the payee herein, its, his or her, successors and assigns, and every subsequent holder of said note, irrespective of the genuineness, validity, legality or enforceability thereof, or of the obligation evidenced hereby, or of any collateral therefore, and irrespective of any other circumstance or condition, that all sums stated therein to be payable shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, with 8% interest after maturity.

[illegible]

JOHN V. DUCK  
~~DUCK & LADSON~~

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 June 26, 1967

Re: Baldwin National Bank vs. L. C. Merrell

Dear Mrs. Duck

Enclosed please find Bill of Complaint

to be filed together with copy of same

and Summons to be served.

Sincerely,

SIGNED

SIGNED

BALDWIN NATIONAL BANK OF	)	IN THE CIRCUIT COURT OF
ROBERTSDALE, a national	)	BALDWIN COUNTY, ALABAMA
banking association,	)	
Plaintiff,	)	AT LAW
vs.	)	
L. C. MERRELL,	)	<i>no. 7589</i>
Defendant.	)	

COUNT ONE

Plaintiff claims of the Defendant the sum of SEVEN HUNDRED FORTY (\$740.00) DOLLARS due by promissory note made on the 11th day of January, 1966 and payable in eighteen (18) installments of FIFTY-SEVEN AND 50/100 (\$57.50) 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 the said monthly installments when and as the same fall due, that the holder of said note could declare the entire indebtedness immediately due and payable and the Plaintiff avers that the Defendant did default and now claims the entire balance due and payable.

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 ONE HUNDRED FORTY (\$140.00) 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.

COUNT TWO

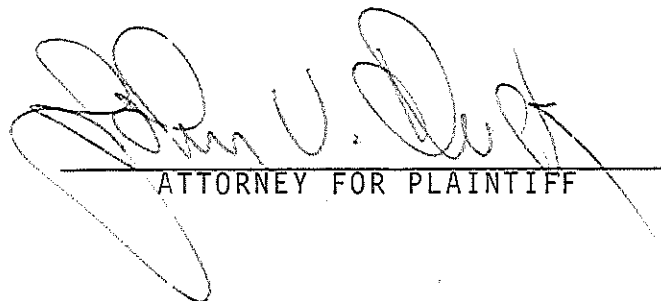
Plaintiff claims of the Defendant the sum of NINETY-SEVEN AND 12/100 (\$97.12) DOLLARS due by promissory note made on the 18th day of December, 1965 and payable in twelve (12) installments of EIGHTEEN AND 19/100 (\$18.19) DOLLARS each.

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 full due,

that the holder of said note could declare the entire indebtedness immediately due and payable and the Plaintiff avers that the Defendant did default and now claims the entire balance due and payable.

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 TWENTY-FIVE (\$25.00) 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.

  
ATTORNEY FOR PLAINTIFF

FILED  
JUN 27 1967  
ALICE L. DICK, CLERK  
REGISTER



SUMMONS AND COMPLAINT

MOORE PRINTING CO., 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 ..... L. C. MERRELL .....

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.....

L. C. MERRELL

....., Defendant.....

by ..... BALDWIN NATIONAL BANK OF ROBERTSDALE, a national banking  
association, .....

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

Witness my hand this ..... 27 ..... day of ..... June ..... 1967.....

Executed

6-29-67

..... Clerk

Taylor Wilkins  
Ray Randle D.S.

- 796

No. 7589

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

BALDWIN NATIONAL BANK OF  
ROBERTSDALE, a national  
banking association,

Plaintiffs

vs.

L. C. MERRELL

Defendants

SUMMONS AND COMPLAINT

Filed ..... 19.....

JUN 27 1967

Clerk

ALICE J. DUCK, CLERK  
REGISTERED

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

394 Ingleside  
Fairhope, Alabama

Received In Office

JUN 27 1967

19.....

JAYLOR WILKINS

Sheriff

I have executed this summons

this June 29 1967

by leaving a copy with

L. C. Merrell  
H. L. Luge

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY.....

DEPUTY SHERIFF

Jaylor Wilkins  
Ray Randall

Sheriff

Deputy Sheriff