

OWENS & PATTON
ATTORNEYS AT LAW

J. CONNOR OWENS, JR.
DAHLBERG BUILDING
P. O. BOX 729
BAY MINETTE, ALABAMA 36507
TELEPHONE NO. 937-4661
AREA CODE 205

January 13, 1969

WALTER S. PATTON, III
302 DE LA MARE STREET
FAIRHOPE, ALABAMA 36532
TELEPHONE NO. 928-9881
AREA CODE 205

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

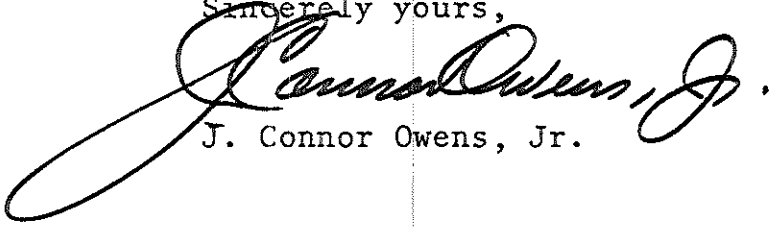
Subject: First National Bank of Bay Minette
vs. William B. Terry, et al.
Law Case No. 7730

Dear Mrs. Duck:

In the above styled matter, the amount sued for is being collected through this office and I would appreciate it very much if you would please prepare a cost bill and submit to me in order that this case can be dismissed and the costs paid.

Thank you for your aid and consideration in this matter.

Sincerely yours,


J. Connor Owens, Jr.

JCO:am

FIRST NATIONAL BANK OF BAY MINETTE,)		
A National Banking Association,)	IN THE CIRCUIT COURT OF	
Plaintiff,)		
vs.)	BALDWIN COUNTY, ALABAMA	
WILLIAM B. TERRY, DOROTHY P. TERRY,)		
and H. R. WILLIAMS,)	LAW SIDE.	NO. 7730.
Defendants.)		

AMENDED COMPLAINT


Now comes the Plaintiff in the above styled cause and amends its complaint heretofore filed in said cause so that as amended, the same shall read as follows:

The Plaintiff claims of the Defendants the sum of FIVE HUNDRED THREE AND 35/100 DOLLARS (\$503.35), the balance due by promissory note made by them on June 29, 1966, and payable in 24 monthly installments, commencing on July 15, 1966, with interest thereon from April 1, 1967; Plaintiff further alleges that in and by the terms of said note the failure to pay any installment accelerated the balance due under said note and that said Defendants defaulted on March 15, 1967, in their obligation to pay the installments as set out hereinabove.

Plaintiff further alleges that in and by the terms of said note, the Defendants waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendants agreed to pay all costs of collection, including a reasonable attorney's fee, whereof the Plaintiff claims the benefit.

OWENS AND PATTON

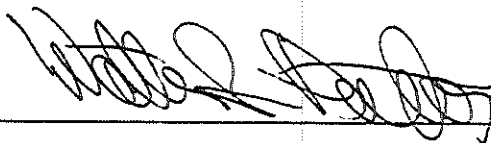
By: 
Attorneys for Plaintiff.

FILED

FEB 9 1968

ALICE J. DUCK CLERK
REGISTER

I, the undersigned, one of the attorneys of record for the Plaintiff in the foregoing cause, do hereby certify that I have this day forwarded a copy of the foregoing amended complaint to Kenneth Cooper, the attorney of record for the Defendant, H. R. Williams, and to William B. Terry and Dorothy P. Terry, by placing the same in the United States Mail, properly addressed, with postage prepaid, this 9th day of February, 1968.



FILED

FEB 9 1968

ALICE J. INCK

CLERK
REGISTER

FIRST NATIONAL BANK OF
BAY MINETTE, A National
Banking Association,

Plaintiff,

Vs.

WILLIAM B. TERRY, DOROTHY
P. TERRY, and H. R.
WILLIAMS,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA


LAW SIDE

CASE NO. 7730

DEMURRER

Comes now the Defendant, H. R. Williams, and demurs to the Complaint heretofore filed in this cause, and to each and every count thereof, and as grounds therefor assigns the following reasons, separately and severally, to each and every count thereof, to-wit:

1. The complaint is vague.
2. The complaint is uncertain.
3. The complaint does not allege it is a domestic Corporation.
4. For aught that appears, the account has been paid.
5. For aught that appears, the Defendant did not receive all the items he allegedly owes for.
6. The complaint fails to allege that the promissory note is payable.


ATTORNEY FOR DEFENDANT,
H. R. WILLIAMS.


I hereby certify that I have mailed a copy of the foregoing DEMURRER to Hon. Walter S. Patton, Attorney At Law, Bay Minette, Alabama, by depositing the same in United States Mail, postage prepaid, at Bay Minette, Alabama, on this 6 day of October, 1967.

FILED

OCT 6 - 1967

ALICE J. DUCK

CLERK
REGISTER


ATTORNEY FOR DEFENDANT,
H. R. WILLIAMS.

FIRST NATIONAL BANK OF
BAY MINETTE, a National
Banking Association

Plaintiff

vs

WILLIAM B. TERRY, DOROTHY
P. TERRY, and H. R.
WILLIAMS

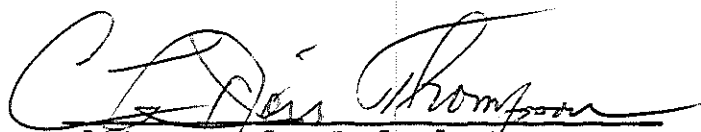
Defendants

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW NO. 7730

Come the defendants, William B. Terry and Dorothy P. Terry and demur to the complaint filed in the above styled cause and to each phase of said complaint separately and severally:

1. That said complaint fails to state a cause of action.
2. That for aught alleged in said complaint said installments have been paid in advance.
3. That for aught alleged in said complaint, said defendants, William B. Terry and Dorothy P. Terry are not in arrears under the terms of the alleged note.
4. That said note fails to allege the amount of said monthly installments.


Attorney for Defendants,
William B. Terry and Dorothy
P. Terry

I hereby certify that I have this 25 day of September, 1967, mailed a copy of the foregoing demurrers to Honorable Walter Patton, attorney for plaintiff to his address in Bay Minette, Alabama.



FILED

SEP 25 1967

ALICE J. DUCK

CLERK
REGISTER

FIRST NATIONAL BANK OF BAY MINETTE,)
A National Banking Association,)

Plaintiff,)

vs.)

WILLIAM B. TERRY, DOROTHY P. TERRY,)
and H. R. WILLIAMS,)

Defendants.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE.

7730

The Plaintiff claims of the Defendants the sum of FIVE HUNDRED THREE AND 35/100 DOLLARS (\$503.35), the balance due by promissory note made by them on June 29, 1966, and payable in 24 installments, commencing on July 15, 1966, with interest thereon from April 1, 1967; Plaintiff further alleges that in and by the terms of said note the failure to pay any installments accelerated the balance due under said note and that said Defendants defaulted in their obligation to pay the installments as set out hereinabove.

Plaintiff further alleges that in and by the terms of said note, the Defendants waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendants agreed to pay all costs of collection, including a reasonable attorney's fee, whereof the Plaintiff claims the benefit.


Attorney for Plaintiff.

FILED

SEP 7 1967

ALICE J. DUCK 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 WILLIAM B. TERRY, DOROTHY P. TERRY
and H. R. WILLIAMS
.....
.....
.....

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.....

William B. Terry, Dorothy P. Terry and H. R. Williams....., Defendant.....

by First National Bank of Bay Minette
.....

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

Witness my hand this 7th day of September 19 67

Alice J. Duck Clerk

24:9-14-67

No. 7730

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

First National Bank
of Bay Minette
Plaintiffs

vs.

Wm B Levy
Dorothy R Levy
Defendants
H. R. Williams
SUMMONS AND COMPLAINT
160716-137

Filed 19.....

FILED

..... Clerk

SEP 7 1967

ALICE J. DUCK CLERK
REGISTER

Walter J. Patten
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

Received In Office

SEP 7 1967 19.....

TAYLOR WILKINS
SHERIFF, Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Wm B Levy 9-14-67
Dorothy R Levy 9-14-67
H. R. Williams 9-16-67

Taylor Wilkins Sheriff
W. A. Zerk Deputy Sheriff