

THE FIRST NATIONAL BANK  
OF MOBILE, a corporation

Plaintiff

VS

DON WHITFIELD

Defendant

) IN THE CIRCUIT COURT  
) OF BALDWIN COUNTY,  
) ALABAMA  
)  
) AT LAW  
) Case No. 8211

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows unto the Court that the defendant herein was served with the complaint and summons more than thirty days ago and has failed to file an answer thereto.

WHEREFORE, plaintiff moves the Court to enter judgment by default.

*B. F. Stokes, III*

Attorney for Plaintiff  
B. F. Stokes, III  
P. O. Box 293  
Mobile, Alabama

FILED  
SEP 30 1968  
ALICE J. DUCK

THE FIRST NATIONAL BANK OF

MOBILE, a corporation

PLAINTIFF,

-versus-

DON WHITFIELD

DEFENDANT.

IN THE CIRCUIT COURT OF

MOBILE COUNTY,

ALABAMA

AT LAW

CASE NO. 8211

NON-MILITARY AFFIDAVIT

STATE OF ALABAMA)

COUNTY OF MOBILE)

Now comes, B. F. Stokes, III,  
who being first duly sworn, deposes and says that the defendant  
herein, Don Whitfield,  
was not at the time of filing of this suit, and is not now  
in the Military or Naval Service of the United States.

The Defendant resides at \_\_\_\_\_  
Baldwin County, Alabama.

B. F. Stokes, III

Sworn to and Subscribed before me,  
this 26 day of September, 19 68.

Michael R. Borch  
~~XXXXXXXXXXXX~~ MOBILE COUNTY, ALABAMA  
NOTARY PUBLIC

FILED \_\_\_\_\_

\_\_\_\_\_  
Clerk.

## COLLATERAL NOTE

(Deposit Account)

No. NA-2701

Mobile, Ala.,

9-271967Twenty-Four Months

AFTER DATE, WITHOUT GRACE

I PROMISE TO PAY TO THE ORDER OF THE FIRST NATIONAL BANK OF MOBILE, MOBILE, ALABAMATwo Thousand Four Hundred Fifty-Eight and No/100 DOLLARSFOR VALUE RECEIVED PAYABLE AT THE **FIRST NATIONAL BANK** IN MOBILE, ALABAMA.  
MOBILE ALABAMA

To secure the payment of the indebtedness evidenced by this note, the undersigned agrees to deposit in THE FIRST NATIONAL BANK OF MOBILE, Mobile, Alabama, in a special account to be designated "Loan Security Account" of Debtor, \$ 102.00 per month for 23 consecutive months, and one final deposit \$ 112.00, the first deposit to be made on 12/24/67. Said account is hereby pledged to and shall secure the payment of this loan, and the funds deposited therein shall not be subject to withdrawal, voluntary or involuntary, without the payment of this note.

As often as the making of any such deposit may be delayed more than 10 days beyond the day herein agreed to be made, Debtor promises to pay to the holder hereof, at or before the next successive deposit date, an amount calculated at the rate of five cents per one dollar of each such delayed deposit, said late charge to be not less than one dollar per deposit.

A security interest is hereby granted to said bank in and to the property described below, herewith deposited and pledged as additional collateral security for the payment hereof, and of any and all other liabilities of the undersigned to said bank, whether any such liability be now existing or hereafter contracted, now due or hereafter to become due, said property, belonging to the undersigned, being, to-wit:

## SECURITY AGREEMENT OF EVEN DATE

HEREWITH ON 1960 Caddillac, 1962 Oldsmobile and  
Boat, Motor & Trailer

together with all other property of the undersigned (hereinafter called "Debtor", whether one or more) of every kind or description, now or at any time hereafter assigned, transferred or delivered to or left in, or coming into, the possession, control or custody of said bank (hereinafter called "Bank") by or for the account of Debtor, whether expressly stated to be as collateral herefor or not, including, but not limited to, any balance in any deposit account with Bank, whether such account be general, special, individual or joint, and any drafts, checks or other items deposited for collection by Debtor, together with such additional security as Bank may demand, which Debtor agrees to deposit in the event of the depreciation of the market value of the above collateral, or if from any cause whatsoever said collateral shall cease to be satisfactory. Any securities or other property of any endorser, surety or guarantor of Debtor, in the possession, control or custody of Bank, may at all times be held and treated, at the option of Bank, as additional collateral security for the payment of any obligations of Debtor, which rights are in addition to any right of setoff or counterclaim Bank may otherwise have. Bank may, at its option, whether or not this note is due, make demand, sue for at cost of Debtor, collect or make any compromise or settlement it deems desirable with reference to collateral held hereunder. No failure to exercise, and no delays in exercising, any right or remedy hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise by Bank of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy.

Debtor shall take all steps necessary to preserve rights against prior parties to any instruments or chattel paper constituting collateral hereunder, and shall be responsible generally for the preservation of all rights in any collateral pledged hereunder. Bank shall be deemed to have exercised reasonable care if it takes such action for that purpose as Debtor shall reasonably request in writing, but the mere failure of Bank to comply with any such request shall not constitute in and of itself a failure to exercise reasonable care.

Bank may accept different, less or additional collateral security in exchange for that described above, without consulting any party liable hereunder and without in any respect affecting any party's liability for the payment of this note. Bank may release and deliver to anyone any or all of the property pledged hereunder upon trust receipt, or otherwise, for the purpose of collection, sale, transfer, or any other purpose not inconsistent with the provisions hereof. Such release and delivery may be made without notice by Bank to Debtor or anyone, and such release shall in nowise impair the rights of Bank in and to any such collateral security, or the liability of Debtor or anyone obligated hereunder.

Any of the following shall constitute an Event of Default hereunder: (1) Failure of Debtor to make any deposit as herein provided. (2) Failure to perform or breach of any agreement contained in this note. (3) The making or furnishing of any representation, statement or warranty to Bank by or on behalf of Debtor which is incorrect in any material respect when made or furnished. (4) The acceleration of the due date of any obligation of Debtor to Bank or any other creditor, for the payment of money prior to the expressed maturity date thereof. (5) The making of an assignment by Debtor for the benefit of creditors; the inability or failure of Debtor to pay any debt when it matures; the commencement of any bankruptcy, insolvency, receivership, reorganization, arrangement, dissolution or liquidation proceedings by or against the Debtor or any guarantor or surety for Debtor; or the death, termination of existence, or incompetency of the Debtor. (6) The sale, attempted sale, attachment, seizure of or levy upon the collateral or any other asset of Debtor under any legal process. (7) The Bank in good faith deems itself insecure, or the collateral in danger of misuse or confiscation. (8) Failure of Debtor promptly to furnish satisfactory additional security when requested by Bank for any reason. (9) Failure to pay when due any premium on any life or other insurance policy held as collateral hereunder.

Upon the occurrence of any Event of Default, Bank may, at its option, at any time thereafter declare all indebtedness secured hereby immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived, and apply, without notice to Debtor, the amount of the special account as a payment hereon. If after the application of the funds in said special account on the payment of this note there shall be any further amount due hereon, Debtor agrees to pay the same immediately. Bank shall have all rights and remedies of a secured party under the Uniform Commercial Code of Alabama; and unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Bank will give Debtor at least five (5) days written notice (which notice Debtor agrees to be reasonable) prior to the time of any public or private sale or other disposition thereof, either mailed, postage prepaid, to Debtor's last address shown on Bank's records or delivered to Debtor. Debtor shall be liable for any deficiency remaining after applying the proceeds of any disposition as provided by the Uniform Commercial Code of Alabama.

The rights and obligations of the parties hereto shall be construed and interpreted under the laws of the State of Alabama. This security agreement may be changed only by an agreement in writing. The security interest in the collateral shall terminate when all obligations hereunder have been performed in full.

Debtor and every other party hereto whether maker, endorser, surety or guarantor, each, for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein; (c) that the principal of this note, from the date of its maturity, shall bear interest at the rate of eight percentum per annum until paid. Each of said parties waives all rights of exemption under the constitution and laws of Alabama, or any other State and agrees 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, suit, and all other requirements necessary to hold them.

All rights and powers of Bank hereunder shall inure to its successors and assigns. This agreement shall bind the successors, assigns, heirs and personal representatives of Debtor. The surrender of this note upon payment or otherwise shall not affect Bank's right to retain the collateral herein described for other liabilities of Debtor which remain unpaid. Bank shall have the right to transfer any part of the collateral to the name of itself or its nominee, exercise any voting rights in collateral, notify those obligated on collateral to make payment thereon to Bank, whether due or to become due, and to take control of any proceeds of the collateral.

ADDRESS Route 1, Box 660-ADaphne, Alabama

X

Don Whitfield

(SEAL)

(SEAL)

(SEAL)

THE FIRST NATIONAL BANK	)	IN THE CIRCUIT COURT
OF MOBILE, a corporation	)	OF BALDWIN COUNTY,
Plaintiff	)	ALABAMA
VS	)	AT LAW
DON WHITFIELD	)	Case No. <u>962-11</u>
Defendant	)	

Plaintiff claims of the defendant \$2,050.00 due by promissory note made by him on the 27th day of September, 1967. Defendant failed to pay said note according to its terms. By said note defendant waived all right of exemption and agreed to pay a reasonable attorney's fee, which is claimed in the sum of \$410.00.

B. J. McQueen  
Attorney for Plaintiff

Serve the defendant at Route 6, Box 668, Daphne, Alabama

**FILED**

JUL 9 1968

**ALICE J. DUCK** CLERK  
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 8211.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....Don Whitfield.....

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.....

.....Don Whitfield....., Defendant.....

by .....

.....The First National Bank of Mobile, a corporation..... Plaintiff.....

Witness my hand this.....9.....day of.....July..... 1968...

248-2-68

.....*Reinhold*..... Clerk

~~501~~

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

THE FIRST NATIONAL BANK OF MOBILE.....

A Corporation

Plaintiffs

vs.

Don Whitfield

Defendants

SUMMONS AND COMPLAINT

Filed 7/9/68 19.....

Alice J. Duck Clerk

B.F. Stokes, III

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

St 6 Box 668 Daphne

Received In Office

RECEIVED

JUL 9 1968

19.....

Sheriff

I have executed this summons

this Aug 2 1968

by leaving a copy with

Don Whitfield

Lake Forest

Lake Forest

TAYLOR WILKINS, SHERIFF OF BALDWIN  
COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING 1 PROCESS(ES) AND

TRAVEL EXPENSE ON EACH OF \$ 3.00

PROCESS(ES) OR A TOTAL OF \$ 6.00

Gayln Wilkins Sheriff

Roy Randal Deputy Sheriff

Lake Forest  
just on lefted after 5 PM

FIRST NATIONAL BANK OF  
MOBILE,

Plaintiff

VS:

DON WHITFIELD,

Defendant

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY,

) ALABAMA

) AT LAW

)

)

) CASE NO. 8211

O R D E R

This cause having come on for hearing on July 27,  
1970, on a Writ of Discovery examination of the Defendant,  
and the Defendant having defaulted by failing to appear as  
ordered on said date, it is

ORDERED, ADJUDGED AND DECREED that the Defendant  
appear before this Court at the hour of 10:00 A. M., on  
August 12, 1970 to show cause to this Court, if any he  
should have, as to why he should not be adjudged in contempt  
of this Court for failure to appear as aforesaid.

Dated at Bay Minette, Alabama, this 31<sup>st</sup> day of  
July, 1970.

Telfair G. Mashburn  
TELFAR MASHBURN, Circuit Judge

Received 3 day of Aug. 19 20  
and on      day of      19       
I served a copy of the within Pitts. Act, 6  
on Don Whitfield

By service on       
TAYLOR WILKINS, Sheriff  
By      D.S.

Returned 1 day of Aug. 19 20  
Not found in my county after diligent search  
By Taylor Wilkins, Sheriff  
W. C. Cook Deputy Sheriff

INDEXED

NOT FOUND

EX-101 65 874

30-2-2 8/2/20

First National Bank  
of Mobile Pitts  
vs.  
Don Whitfield  
Deft

Gibbons & Stokes, Attys

8211



FIRST NATIONAL BANK OF ) IN THE CIRCUIT COURT OF  
MOBILE, )  
Plaintiff ) BALDWIN COUNTY,  
 ) ALABAMA  
VS: ) AT LAW  
 )  
DON WHITFIELD, )  
Defendant ) CASE NO. 8211

WRIT OF ARREST

A Rule Nisi having heretofore issued to Don Whitfield to show cause why he should not be adjudged in contempt for failure to make answer to Writ of Discovery issued out of the Circuit Court of Baldwin County, Alabama in the matter of First National Bank of Mobile vs. Don Whitfield, and the said Defendant having failed to appear as ordered, you are hereby commanded to attach the body of Don Whitfield if to be found in your county and bring him before the Honorable Judge of the Circuit Court of Baldwin County, Alabama, on the 12<sup>th</sup> day of October, 1970 at the hour of 9:30 A.M.

Admit to bail in the sum of \$ 300.00.

Herein fail not and have you then and there this Writ.

Dated this 12<sup>th</sup> day of October, 1970.

Jeffrey M. Mashburn  
Clerk

8211

First Nat'l BK of Mobile

vs.

Don Whitfield

Order of Arrest

Received \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
and on \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
I served a copy of this writ on \_\_\_\_\_  
on \_\_\_\_\_

By service on \_\_\_\_\_

TAYLOR WILLIAMS, Sheriff

D. S.

11-1-74

11-1-74

11-1-74

DISCOVERY NOTICE FOR ASSETS OF JUDGEMENT DEBTOR

TO: DON WHITFIELD

TAKE NOTICE, WHEREAS, THE PLAINTIFF HEREIN HAS REQUESTED IN WRITING, THE UNDERSIGNED, AS CLERK OF THIS COURT, TO ISSUE NOTICE TO YOU AS DEFENDANT HEREIN, REQUIRING YOU TO FILE A STATEMENT, IN WRITING, UNDER OATH OF ALL YOUR ASSETS, AS PROVIDED IN TITLE 7, SECTION 903, ALABAMA CODE 1940, AS AMENDED AND IT APPEARING FROM THE SAID REQUEST AND THE RECORD IN THE SAID CAUSE THAT AN EXECUTION WAS RETURNED ON THE JUDGEMENT IN THIS CAUSE ON THE 4th DAY OF June, 19 69, ENDORSED "NO PROPERTY FOUND" BY THE SHERIFF OF BALDWIN COUNTY, AND THAT YOU RESIDE IN THE STATE OF ALABAMA.

NOW THEREFORE YOU THE SAID DON WHITFIELD ARE HEREBY REQUIRED, WITHIN 30 DAYS FROM THE SERVICE HEREOF, TO FILE IN THIS COURT A STATEMENT, IN WRITING, UNDER OATH OF ALL YOUR ASSETS, INCLUDING MONEY, CHOSSES IN ACTION, NOTES, BONDS AND ACCOUNTS, AND ALL OTHER PROPERTY, REAL, PERSONAL, OR MIXED, OR ANY INTEREST THEREIN WITH A DETAILED DESCRIPTION OF THE SAME, THE LOCATION AND REASONABLE VALUE OF EACH ITEM THEREOF, TOGETHER WITH A DETAILED LIST OF STATEMENTS, OR ANY AND ALL LIENS, MORTGAGES OR ENCUMBRANCES THEREON.

WITNESS MY HAND THIS THE 24th DAY OF June, 1969.

Deirdre Duck  
CLERK

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SERVE THE FOLLOWING NOTICE UPON THE ABOVE NAMED Don Whitfield AND MAKE DUE RETURN OF YOUR SAID SERVICE AND OF THIS NOTICE.

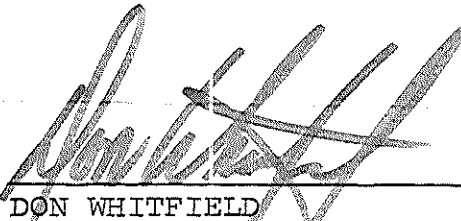
Deirdre Duck  
CLERK

97-480


FIRST NATIONAL BANK OF MOBILE, ]	IN THE CIRCUIT COURT OF
Plaintiff, ]	BALDWIN COUNTY, ALABAMA
vs. ]	CIVIL DIVISION
DON WHITFIELD, ]	CASE NO. <u>8212</u>
Defendant. ]	


Comes now the defendant in the  
above styled cause and having been served with  
a Writ of Discovery says under oath as follows:

He has no assets, very little  
money, no choses in action or accounts due, no  
personal property of any consequence and no real  
property.

  
DON WHITFIELD

Subscribed and sworn to before me  
on this the 2nd day of September, 1969.

  
NOTARY PUBLIC, STATE AT LARGE  
ALABAMA

  
PIERRE PELHAM

Attorney for Defendant

FILED

SEP 4 - 1969

ALICE J. DECK CLERK  
REGISTER

THE FIRST NATIONAL BANK  
OF MOBILE, a corporation

Plaintiff

VS

DON WHITFIELD

Defendant

) IN THE CIRCUIT COURT

) OF BALDWIN COUNTY,

ALABAMA.

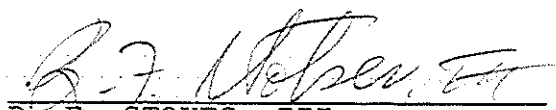
) AT LAW.

) CASE NO. 8211

MOTION FOR RULE NI SI

Comes now the plaintiff in the above styled cause and shows unto the Court that a writ of discovery was issued to the defendant, commanding him to file in Court a sworn list of his assets; that said writ of discovery was served upon the defendant, on to-wit, July 9, 1969 and that the defendant has failed and refused to file an answer to said writ of discovery.

WHEREFORE, plaintiff moves that a rule ni si be issued to the defendant, commanding him to appear at an appointed time and show cause, if any he should have, as to why he should not be adjudged in contempt of court for failure to answer said writ of discovery.

  
B. F. STOKES, III  
Attorney for Plaintiff

AUG 16 1969

ALICE J. DUCK CLERK  
REGISTER

ORDER TO SHOW CAUSE

UPON CONSIDERATION OF THE PETITION FILED HEREIN BY THE  
ABOVE NAMED PLAINTIFF ON THE 13<sup>th</sup> DAY OF August  
1969 PRAYING THAT THE DEFENDANT BE CITED AS FOR A CONTEMPT, IT  
IS

ORDERED, ADJUDGED AND DECREED BY THE COURT THAT THE SAID  
Don Whitefield, DO BE AND APPEAR BEFORE  
THE COURT AT 11:00 O'CLOCK A.M. ON THE 29<sup>th</sup> DAY OF  
August, 1969 AND SHOW CAUSE, IF ANY HAVE HE,  
WHY HE SHOULD NOT BE HELD IN CONTEMPT FOR WILFULLY REFUSING TO  
FILE SAID STATEMENT OF ASSETS AS REQUIRED BY LAW.

LET A COPY OF SAID PETITION AND DECREE BE SERVED UPON  
THE SAID DEFENDANT.

DATED THIS 13<sup>th</sup> DAY OF August, 1969

Deborah A. Madaleno  
CIRCUIT JUDGE

**FILED**

AUG 13 1969

**ALICE J. DUCK** CLERK  
REGISTER

RECEIVED

AUG 13 1969

WILKINS  
BIRMINGHAM

Busby  
CASE NO. 8211  
P 6415  
(7)

1957 Old Shell Rd.  
Cove Apartments  
Mobile, Ala.

THE FIRST NATIONAL BANK OF  
MOBILE, A Corporation,

Plaintiff,

vs:

757 Busby  
DON WHITFIELD,

Defendant.

1254 Old Shell Rd  
Cove Apts.

PETITION & ORDER

BY

AUG 14 8 29 AM '69

CLERK OF COURT DEPT.  
MOBILE, ALA.

B. F. Stokes, III, Atty.

Received 13 Day of Aug 1969  
at 2:30 Day of Aug 1969  
I served a Copy of the within Petition & Order  
on Don Whitfield

by service on

PAUL D. BRIDGES, JR.


371-Busby, E. S.

FIRST NATIONAL BANK OF MOBILE ) IN THE CIRCUIT COURT OF  
Plaintiff ) BALDWIN COUNTY, ALABAMA  
VS ) CIVIL DIVISION  
DON WHITFIELD )  
Defendant ) CASE NO. 8211

MOTION FOR DEMAND FOR ORAL EXAMINATION  
OF DEFENDANT

Comes now the Plaintiff in the above styled cause and shows unto this Court that Defendant herein filed an answer, under oath to the writ of discovery but Plaintiff avers that said answer was vague, uncertain, indefinite and incomplete.

WHEREFORE, Plaintiff moves the Court to enter an order requiring the Defendant to appear before the Court at an appointed time and place, to answer orally, in open Court, under oath, to the writ of discovery.

  
B. F. STOKES, III  
Attorney for Plaintiff

Serve the Defendant:

Cove Apartment, 1254 Old Shell Road, Mobile, Alabama

FILED

NOV 20 1969

ALICE J. DUCK CLERK  
REGISTER



RECEIVED

OCT 14 1969

RECEIVED

Ray  
8211

First National  
Bank of Mobile

1st VS.  
Don Whitfield

EXECUTED

This 16 day of Oct, 1969  
by serving a copy of the within on

Don Whitfield

RAY D. BRIDGES, Sheriff

By H. Busby D.S.

motion

FILED

OCT 14 1969

ALICE J. DUCK

CLERK  
REGISTER

B. F. Stokes

BY  
OCT 15 9 41 AM '69

REC'D SHERIFF DEPT.  
MOBILE, ALA.

GIBBONS & STOKES

ATTORNEYS AT LAW  
160 CONGRESS STREET  
MOBILE, ALABAMA  
TELEPHONE 433-2611

E. GRAHAM GIBBONS  
B. F. STOKES, III  
WILLIAM L. HOWELL

November 19, 1969

MAILING ADDRESS  
P. O. BOX 293  
MOBILE, ALABAMA 36601

Mrs. Alice J. Duck, Clerk  
Circuit Court  
Baldwin County Courthouse  
Bay Minette, Alabama

Re: First National Bank of Mobile vs Don Whitfield  
Case #8211

Dear Mrs. Duck:

Please advise as to when my motion for demand for oral examination of the defendant in connection with the writ of discovery proceeding is to be set on the docket.

Sincerely,

  
B. F. Stokes, III

BFS/al

GIBBONS & STOKES

ATTORNEYS AT LAW  
160 CONGRESS STREET  
MOBILE, ALABAMA  
TELEPHONE 433-2611

8211

E. GRAHAM GIBBONS  
B. F. STOKES, III  
WILLIAM L. HOWELL

July 29, 1970

MAILING ADDRESS  
P. O. BOX 293  
MOBILE, ALABAMA 36601


Mrs. Alice J. Duck, Clerk  
Circuit Court  
Baldwin County Courthouse  
Bay Minette, Alabama

Re: First National Bank of Mobile vs. Don Whitfield,  
Case No. 8211

Dear Mrs. Duck:

When this case was set on July 27th I asked Mr. Wilson Hayes, Attorney, to handle the matter in my behalf and he advised that the defendant did not appear, as ordered. Therefore, I enclose a show cause order for the Judge's signature and I would appreciate it if you would submit this matter to him for his consideration. The time and date of appearance should be filled in in the order.

Sincerely yours,

  
B. F. Stokes, III

BFS:mi  
Encl.

GIBBONS & STOKES

ATTORNEYS AT LAW  
160 CONGRESS STREET  
MOBILE, ALABAMA  
TELEPHONE 433-2611

E. GRAHAM GIBBONS  
BEN STOKES  
WILLIAM L. HOWELL  
ROBERT F. CLARK  
JOHN T. BALLARD

September 29, 1970

MAILING ADDRESS  
P. O. BOX 293  
MOBILE, ALABAMA 36601

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

Re: First National Bank of Mobile vs. Don Whitfield,  
Case No. 8211

Dear Mrs. Duck:

Thank you for your endorsement to my letter of September 21st. The rule nisi was previously granted and ignored by the defendant and a Writ of Arrest was authorized. I enclose a Writ of Arrest. I would appreciate your issuing this to the clerk as soon as possible.

Sincerely yours,

  
Ben Stokes

BS:mi  
Encl.

GIBBONS & STOKES

ATTORNEYS AT LAW  
160 CONGRESS STREET  
MOBILE, ALABAMA  
TELEPHONE 433-2611

E. GRAHAM GIBBONS  
B. F. STOKES, III  
JOHN S. GONAS, JR.

September 27, 1968

MAILING ADDRESS  
P. O. BOX 293  
MOBILE, ALABAMA. 36601

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

Re: The First National Bank of Mobile, a corporation, vs  
Don Whitfield, #8211

The First National Bank of Mobile, a corporation, vs  
Lila Whitfield, #8212

Dear Mrs. Duck:

I enclose motions for judgments by default and non-military affidavits in each of the above cases. I also enclose the original of the applicable promissory notes.

Please present this matter to Judge Mashburn for his consideration of judgments by default. Also, please either send me certificates of judgment so that I might record the same in Baldwin County Probate Court or if it is within your usual procedure, please issue and record such certificates of judgment. Please advise me of the amount of charges and I will make prompt payment.

The amount of the judgment in Case No. 8211, The First National Bank of Mobile, a corporation, vs Don Whitfield, should be \$2,050 plus \$410 attorney fee and \$120 interest, for a total judgment of \$2,580.00.

The amount of the judgment in Case No. 8212, The First National Bank of Mobile, a corporation, vs Lila Whitfield, should be \$88.63 plus \$29.61 attorney fee for a total judgment of \$118.44.

Sincerely yours,

  
B. F. Stokes, III

BFS:fo  
Enclosures

GIBBONS & STOKES

ATTORNEYS AT LAW  
160 CONGRESS STREET  
MOBILE, ALABAMA  
TELEPHONE 433-2611

W. 8211  
E. GRAMAM GIBBONS  
B. F. STOKES, III  
WILLIAM L. HOWELL

May 20, 1969

MAILING ADDRESS  
P. O. BOX 293  
MOBILE, ALABAMA 36601

Mrs. Alice J. Duck, Clerk  
Circuit Court  
Baldwin County Courthouse  
Bay Minette, Alabama

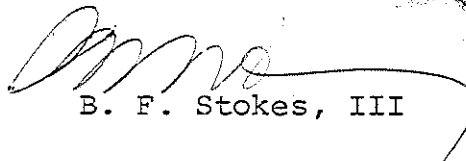
~~W. 8211~~

Re: First National Bank of Mobile vs Don Whitfield  
Case No. 8211

Dear Mrs. Duck:

I enclose a photo copy of my letter of May 9, with your endorsement. On May 19 I called Mrs. Eunice Tindle of the Sheriff's office and she said that she would return the execution no property found and I presume that you have now received it with such endorsement. Please therefore proceed to issue the writ of discovery as requested by the attached letter of May 9.

Sincerely,

  
B. F. Stokes, III

BFS/al

Enclosure

GIBBONS & STOKES

ATTORNEYS AT LAW  
160 CONGRESS STREET  
MOBILE, ALABAMA  
TELEPHONE 433-2611

E. GRAHAM GIBBONS  
B. F. STOKES, III  
WILLIAM L. HOWELL

May 9, 1969

MAILING ADDRESS  
P. O. BOX 203  
MOBILE, ALABAMA 36601

Mrs. Alice J. Duck, Clerk  
Circuit Court  
Baldwin County Courthouse  
Bay Minette, Alabama

Re: First National Bank of Mobile vs Don Whitfield  
Case No. 8211

Dear Mrs. Duck:

I believe that an execution has been returned "no property found" in the above case and that therefore we are eligible for a writ of discovery. Please proceed to issue the same for service on the defendant at his new address 1254 Old Shell Road, Cove Apartments, Mobile, Alabama. Please have the Sheriff forward to the Sheriff of Mobile County for service at that address.

Sincerely,

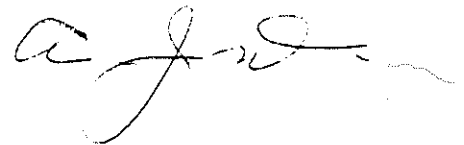
  
B. F. Stokes, III

BFS/al

cc: First National Bank of Mobile  
31 N. Royal Street  
Mobile, Alabama

Note:

No return has made  
in the above styled  
Case -



6412

THE FIRST NATIONAL BANK	)	IN THE CIRCUIT COURT
OF MOBILE, a corporation	)	OF BALDWIN COUNTY,
Plaintiff	)	ALABAMA
VS	)	AT LAW
DON WHITFIELD	)	Case No. 8211
Defendant	)	

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows unto the Court that the defendant herein was served with the complaint and summons more than thirty days ago and has failed to file an answer thereto.

WHEREFORE, plaintiff moves the Court to enter judgment by default.



Attorney for Plaintiff  
B. F. Stokes, III  
P. O. Box 293  
Mobile, Alabama



FIRST NATIONAL BANK OF  
MOBILE,

Plaintiff

VS:

DON WHITFIELD,

Defendant

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY,  
) ALABAMA  
) AT LAW

) CASE NO. 8211

O R D E R

This cause having come on for hearing on July 27, 1970, on a Writ of Discovery examination of the Defendant, and the Defendant having defaulted by failing to appear as ordered on said date, it is

ORDERED, ADJUDGED AND DECREED that the Defendant appear before this Court at the hour of 10:00 A. M., on August 12, 1970 to show cause to this Court, if any he should have, as to why he should not be adjudged in contempt of this Court for failure to appear as aforesaid.

Dated at Bay Minette, Alabama, this 31st day of

July, 1970.

/s/ Telfair D. Mashburn  
TELFAIR MASHEBURN, Circuit Judge

FIRST NATIONAL BANK OF ) IN THE CIRCUIT COURT OF  
MOBILE, )  
 )  
Plaintiff )  
 )  
ALABAMA  
 )  
AT LAW  
VS: )  
 )  
DON WHITFIELD, )  
 )  
Defendant ) CASE NO. 8211

**WRIT OF ARREST**

A Rule Nisi having heretofore issued to Don Whitfield to show cause why he should not be adjudged in contempt for failure to make answer to Writ of Discovery issued out of the Circuit Court of Baldwin County, Alabama in the matter of First National Bank of Mobile vs. Don Whitfield, and the said Defendant having failed to appear as ordered, you are hereby commanded to attach the body of Don Whitfield if to be found in your county and bring him before the Honorable Judge of the Circuit Court of Baldwin County, Alabama, on the 12<sup>th</sup> day of October, 1970 at the hour of 9:30 A.M.

Admit to bail in the sum of \$ 300<sup>00</sup>.

Herein fail not and have you then and there this Writ.

Dated this 1<sup>st</sup> day of October, 1970.

Tellur. p. Macpherson  
July