

THE FIRST NATIONAL BANK
OF MOBILE, a corporation

Plaintiff

VS

LILA WHITFIELD

Defendant

) IN THE CIRCUIT COURT

) OF BALDWIN COUNTY,

) ALABAMA

) AT LAW

) Case No. 8212

Plaintiff claims of the defendant \$88.83 due by promissory note made by her on the 19th day of January, 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 \$29.61.

B. F. McHenry
Attorney for plaintiff

Serve the defendant care of employment, Scott Paper Company,
Magazine Point, Mobile, Alabama

FP

JUL 9 1966

ALICE J.

THE FIRST NATIONAL BANK)	IN THE CIRCUIT COURT
OF MOBILE, a corporation)	OF BALDWIN COUNTY,
Plaintiff)	ALABAMA
VS)	AT LAW
LILA WHITFIELD)	Case No. 8212
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.

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

FILED

SEP 30 1968

ALICE J. DUCK CLERK
 REGISTER

THE FIRST NATIONAL BANK OF

MOBILE, a corporation

PLAINTIFF,

-versus-

Lila Whitfield

DEFENDANT.

IN THE CIRCUIT COURT OF

MOBILE COUNTY,

ALABAMA

AT LAW

CASE NO. _____

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, Lila 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 K. B...
XX
NOTARY PUBLIC

FILED

FILED

SEP 30 1968

Clerk.

ALICE J. ...

PROMISSORY NOTE

(Deposit Account)

No. 7829-38376

Mobile, Ala.,

1-19-67

19

4 MOSAFTER DATE WITHOUT GRACE F

PROMISE TO PAY TO THE ORDER OF

THE FIRST NATIONAL BANK OF MOBILE

\$ 152.16One Hundred Fifty Two Dollars ¹⁶/₁₀₀

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE

1st
FIRST NATIONAL BANK
 MOBILE ALABAMA

IN MOBILE, ALABAMA

To secure the payment of the indebtedness evidenced by this note, the undersigned agree and bind themselves to deposit in THE FIRST NATIONAL BANK OF MOBILE, in Mobile, Alabama, in a special account to be designated "Loan Security Account" of the undersigned, \$ 45.54 per month for 4 consecutive months, and one final deposit of \$, the first deposit to be made on 2-20-67. Said account is hereby pledged to and shall additionally 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, the undersigned promise 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.

Any of the following shall constitute an Event of Default hereunder: (1) Failure of the undersigned to make any deposit as herein provided. (2) Failure to perform or breach of any agreement contained in this note. (3) The acceleration of the due date of any obligation of the undersigned to Bank or any other creditor, for the payment of money prior to the expressed maturity date thereof. (4) The making of an assignment by the undersigned for the benefit of creditors; the inability or failure of the undersigned to pay any debt when it matures; the commencement, of any bankruptcy, insolvency, receivership, reorganization, arrangement, dissolution or liquidation proceedings by or against the undersigned or any guarantor or surety for the undersigned; or the death, termination of existence, or incompetency of the undersigned. (5) The sale, attempted sale, attachment, seizure of or levy upon any asset of the undersigned under any legal process. (6) The Bank in good faith deems itself insecure.

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, and apply, without notice to the undersigned, 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, the undersigned agrees to pay the same immediately.

Each of the parties to this instrument, whether maker, endorser, surety or guarantor, each, for himself, severally agrees to pay this note and to pay interest from the date of maturity. "Maturity" shall include in its definition the date the note is declared by Bank to be due and payable upon default as herein provided at the rate of eight (8%) percent 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 each maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, suit and all other requirements necessary to hold them.

[Signature]

[Signature]

[Signature] (SEAL)

ADDRESS:

RT. 1. BOX 600H

(SEAL)

PH # 4382806 DAUPHNE, ALA. 36526

565

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No. 8212

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

Lila 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.....

Lila Whitfield....., Defendant.....

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

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

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

W. J. Nease, Clerk

GIBBONS & STOKES

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

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

November 4, 1968

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

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

Re: First National Bank vs Lila Whitfield, Scott Paper
Company, Garnishee, Case No. 8212

Dear Mrs. Duck:

The above claim is paid in full. Therefore, please
discharge the garnishment and send your bill of costs
to this office. I will make prompt remittance. Please
also forward a "monkey order" notification of the
garnishment release to Scott Paper Company, Mobile,
Alabama.

Thanking you for your attention, I am

Sincerely yours,

B. F. Stokes, III
B. F. Stokes, III

BFS:fo

GIBBONS & STOKES

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

October 22, 1968

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

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

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

Re: The First National Bank of Mobile vs Lila Whitfield

Dear Mrs. Duck:

I enclose a garnishment for filing in the above case. The case number in the original action was 8212. You can see that I previously filed this garnishment by mistake in Mobile County but they sent it back to me. If you need further information, please advise.

Sincerely yours,


B. F. Stokes, III

BFS:fo

Bay Minette, Ala., July 9 1968

To the Sheriff of Mobile County, Mobile, Alabama

I enclose herewith L & C for Lela Whitfield -

Scott Paper Co magazine st

Please serve and return as early as possible.

Raymond A. Subers
Sheriff, Baldwin County, Alabama

(If not found in your county, please advise promptly giving information as to present location if possible)

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