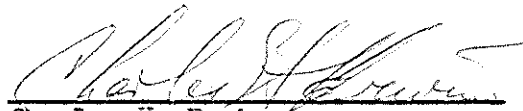


JAMES M. EARLE,	)	IN THE CIRCUIT COURT OF
	)	
PLAINTIFF	)	BALDWIN COUNTY, ALABAMA
	)	
VS.	)	AT LAW
	)	
M. I. FOREMAN,	)	
	)	
DEFENDANT	)	CASE NO. 8303

MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff, by Counsel, and moves this Court to enter judgment for Plaintiff in the amount of One Thousand Four Hundred Fifty-seven Dollars and Fifty Cents (\$1,457.50), (representing \$1,000.00 principal; \$197.50 interest from maturity; and \$350.00 attorney's fee), or such greater or lesser sum as the Court shall determine proper in fixing a reasonable attorney's fee and as grounds therefor shows this Court that process was served upon Defendant on September 17, 1968; that more than thirty (30) days have elapsed since said date; that neither Plaintiff nor Counsel for Plaintiff have been served any responsive pleadings on behalf of Defendant; and as a result thereof Plaintiff believes that Defendant has failed to appear and plead, answer or demur to the Complaint as required by Title 7, Section 248 of the 1950 Code of Alabama.

Wherefor, Plaintiff moves that Judgment be entered for Plaintiff as hereinabove set forth in accordance with Count One of the Complaint and pursuant to the provisions of Title 7, Section 248, of the 1950 Code of Alabama.


  
 Charles H. Erwin  
 Counsel for Plaintiff  
 P. O. Box 4457  
 Mobile, Alabama 36604

JAMES M. EARLE,	)	IN THE CIRCUIT COURT OF
	)	
PLAINTIFF	)	BALDWIN COUNTY, ALABAMA
	)	
VS.	)	AT LAW
	)	
M. I. FOREMAN,	)	
	)	
DEFENDANT	)	CASE NO. 8303

MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff, by Counsel, and moves this Court to enter judgment for Plaintiff in the amount of One Thousand Four Hundred Fifty-seven Dollars and Fifty Cents (\$1,457.50), (representing \$1,000.00 principal; \$197.50 interest from maturity; and \$350.00 attorney's fee), or such greater or lesser sum as the Court shall determine proper in fixing a reasonable attorney's fee and as grounds therefor shows this Court that process was served upon Defendant on September 17, 1968; that more than thirty (30) days have elapsed since said date; that neither Plaintiff nor Counsel for Plaintiff have been served any responsive pleadings on behalf of Defendant; and as a result thereof Plaintiff believes that Defendant has failed to appear and plead, answer or demur to the Complaint as required by Title 7, Section 248 of the 1950 Code of Alabama.

Wherefor, Plaintiff moves that Judgment be entered for Plaintiff as hereinabove set forth in accordance with Count One of the Complaint and pursuant to the provisions of Title 7, Section 248, of the 1950 Code of Alabama.

  
 Charles H. Erwin  
 Counsel for Plaintiff  
 P. O. Box 4457  
 Mobile, Alabama 36604

**FILED**

OCT 28 1968

ALICE J. CRAWFORD

MOORE, MOORE, DOWNING & LAYDEN  
LAWYERS AND PROCTORS  
920 DAUPHIN STREET  
P. O. BOX 4457  
MOBILE, ALABAMA 36604

GEORGE J. MOORE  
JAMES E. MOORE  
MAURICE A. DOWNING  
LIONEL L. LAYDEN

CHARLES H. ERWIN

CABLE ADDRESS: LAWYER  
TEL. NO.: 432-5641

October 23, 1968

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

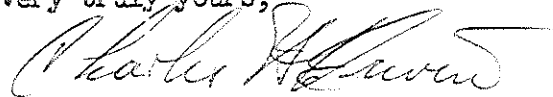
Re: Earle v. Foreman #8303

Dear Ms. Duck:

Enclosed is a Motion for Judgment by Default in the above case. Since no pleadings have been served upon me by the Defendant, I assume he has failed to plead within the thirty days provided by Statute. If any such pleading has been filed, please advise me. If not, please file the enclosed Motion and submit it to the Court for Order.

The original of the note is enclosed for judgment. Plaintiff has waived the provision for 40 shares of stock of Sales Specialist Corporation as interest prior to maturity.

Very truly yours,



Charles H. Erwin

CHE:sde

Enclosures

CC: Mr. James M. Earle  
189 Country Club Road  
Daphne, Alabama

JAMES M. EARLE,	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff	)	BALDWIN COUNTY, ALABAMA
	)	
Vs.	)	AT LAW
	)	
M. I. FOREMAN,	)	
	)	
Defendant	)	CASE NO. <u>8313</u>

COUNT ONE

The Plaintiff claims of the Defendant, One Thousand and No/100 (\$1000.00) Dollars, this amount being the unpaid balance due by a promissory note made by the Defendant on, to-wit: the ninth day of September, 1966, in the face amount of One Thousand and No/100 (\$1000.00) Dollars which became due and payable in full on, to-wit: the 31st day of December, 1966, and Plaintiff also claims interest thereon as provided by said note.

Plaintiff further avers that by the terms of said note, the Defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of Three Hundred Fifty and No/100 (\$350.00) Dollars, which Plaintiff avers is a reasonable fee for making said collection.

A copy of said note is attached hereto and is hereby incorporated in this Complaint.

COUNT TWO


Plaintiff further claims of the Defendant, M. I. Foreman, the sum of One Thousand and No/100 (\$1000.00) Dollars due for money loaned by the Plaintiff to the Defendant on the 9th day of September, 1966.

COUNT THREE

The Plaintiff claims of the Defendant, One Thousand and No/100 (\$1000.00) Dollars due from him by account on the 9th day of September, 1968.

COUNT FOUR

The Plaintiff claims of the Defendant, One Thousand and no/100 (\$1000.00) Dollars due on account stated between Plaintiff and Defendant on the 9th day of September, 1966.

  
\_\_\_\_\_  
Charles H. Erwin  
Attorney for Plaintiff

Defendant may be served at:

559 N. Mobile Avenue  
Fairhope, Alabama

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 M. I. Foreman .....

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.....

M. I. Foreman ..... Defendant.....

by James M. Earle .....

..... Plaintiff.....

Witness my hand this 5th day of September 1968..

Alice J. Luck....., Clerk

No. 8243

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

JAMES M. EARLE

Plaintiffs

vs.

M. I. FOREMAN

Defendants

SUMMONS AND COMPLAINT

Filed Sept. 5, 1968

Clerk

Charles H. Erwin

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received in Office

5, Sept. 5, 1968

1968

Taylor, J. T. Perkins

Sheriff

I have executed this summons

9-17-68

by leaving a copy with

M. I. Foreman  
L. H. Hager

Sheriff Elmer 70  
Ten Cents per mile Total \$7.00  
TAYLOR WYATT Sheriff  
DEPUTY SHERIFF

Rayna Perkins Sheriff  
Roy Randal Deputy Sheriff

WALLER BROS., MOBILE,  
FORM NO. 101

MOBILE, ALA.,

9-9

19 65

*Pay on or before Dec. 31, 1966* AFTER DATE, WITHOUT GRACE, *I* PROMISE TO PAY  
TO THE ORDER OF *James M. Earle & Edwin L. Earle* \$ *1,000<sup>00</sup>*  
*One thousand & no 100* DOLLARS

For Value Received, Payable at the

*Interest to be 2% of common stock of Sales Specialist Corp. or forty shares*

The parties to this instrument, whether maker, endorser, surety, guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state and they each severally agree 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 by suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity and thereafter interest at the rate of eight per cent. per annum until paid.

DUE

*Dec. 31, 1966*

*M. L. Foreman*



WALLER BROS., MOBILE.  
FORM NO. 101

MOBILE, ALA., 9-9

19 65

*Pay on or before Dec. 31, 1966*  
TO THE ORDER OF *James M. Earle & Edwin L. Earle*  
*One thousand & no* *100* DOLLARS  
PROMISE TO PAY \$ *1,000<sup>00</sup>*

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The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity, and thereafter interest at the rate of eight per cent. per annum until paid.

DUE *Dec. 31, 1966*

*M. L. Foreman*

719