

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 8658

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon FLOYD COOK, JR., and VELMA COOK

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.....
FLOYD COOK, JR., and VELMA COOK....., Defendant.S..

by WALTER E. CARR,

Plaintiff.....

Witness my hand this.....27.....day of.....Apr..... 19.69..

Alice J. Duck
ALICE J. DUCK

Clerk

24, 4-9-69

VOL

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No. 8638

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

WALTER E. CARR

Plaintiffs

vs.

FLOYD COOK, JR., and

VELMA COOK

Defendants

SUMMONS AND COMPLAINT

Filed 4-7 1969

Reig Shuck Clerk

E. H. Reckard
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

RECEIVED

19.....

APR 7 1969

..... Sheriff

I have executed this summons

this 4-9 1969

by leaving a copy with

Floyd Cook Jr
Velma Cook

Sheriff's Office

62
Mileage per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff

by

Randal
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Roy Randal Deputy Sheriff

Shambo Sta

31

40

Our File No. 68-167

Your File No. _____

Law Offices

E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

CODE 205
Telephone: 928-9836

Mailing Address
P. O. BOX 471

May 14, 1969

Mrs. Alice J. Duck
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: Walter Carr vs. Floyd Cook

With this I am handing you Note and letter to Judge Mashburn
in this Carr versus Cook. Please get out docket sheet and put
on Judge Mashburn's desk so that I may get a judgment.

Yours very truly,



EGR/jlb
Encls.
6-2-69

Our File No. 68-167

Your File No. _____

Law Offices

E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

CODE 285
Telephone: 928-9836

Mailing Address
P. O. BOX 471

May 13, 1969


Honorable Telfair J. Mashburn
Circuit Judge, Baldwin County
Bay Minette, Alabama 36507

Dear Judge Mashburn:

Inre: Walter Carr vs. Floyd Cook

Request Judgment by Default on promissory note in this case of \$467.00, plus \$75.00 attorney's fee, making \$542.00, less a \$20.00 payment made by debtor, making a judgment of \$522.00 with Waiver of exemption, and mark execution can be withheld unless requested by Plaintiff's attorney, and oblige.

Yours very truly,


enc note

EGR/jlb
cc: Mr. Walter Carr
6-2-69

Mobile, Ala.,

7-10-14 1967
1967

19

I/We ("Maker") promise to pay to the order of **THE MERCHANTS NATIONAL BANK OF MOBILE ("Bank")**FIVE HUNDRED FORTY SIX & 00/100* * * * *Dollars \$ 546.00for value received. Payable at **THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Ala.**In 12 installments of \$ 45.50 payable monthly
beginning March 5, 1967 after date without grace and balance of
\$ _____ payable _____

As security for the payment of this note Maker has pledged with Bank, and hereby grants to Bank a lien upon and security interest in the property described hereinbelow, (including all proceeds therefrom, including cash, stock and other dividends and all rights to subscribe for securities incident to, declared, or granted in connection with such property), which property, together with all additions and substitutions is called the Collateral.

Maker also pledges and grants a security interest in the Collateral as security for all other liabilities (primary, secondary, direct, contingent, sole, joint, or several), due or to become due or which may be hereafter contracted or acquired, of each Maker (including each Maker and any other person) to Bank. The surrender of this note, upon payment or otherwise, shall not affect the right of Bank to retain the Collateral for such other liabilities.

Additions to, reductions or exchanges of, or substitutions for the Collateral, payments on account of this loan or increases of the same, or other loans made partially or wholly upon the Collateral, may from time to time be made without affecting the provisions of this note. Bank or its nominee need not collect interest on or principal of any Collateral or give any notice with respect to it. If the Collateral shall at any time become unsatisfactory to Bank, Maker shall promptly after demand pledge with Bank as part of the Collateral additional property which is satisfactory to Bank.

Upon the happening of any of the following events, each of which shall constitute a default hereunder, all liabilities of each Maker to Bank may be declared by Bank to be immediately due and payable: (a) failure of any Obligor (which term shall include each Maker, endorser, surety and guarantor of this note) to perform any agreement hereunder, to pay interest hereon when due, or pay any other liability whatsoever to Bank when due; (b) the death of any Obligor; (c) the filing of any petition under the Bankruptcy Act, or any similar Federal or State statute, by or against any Obligor; (d) an application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by, or the insolvency of any Obligor; (e) the entry of a judgment against any Obligor; (f) the issuing of any attachment or garnishment, or the filing of any lien, against any property of any Obligor; (g) the taking of possession of any substantial part of the property of any Obligor at the instance of any Governmental authority; or (h) the dissolution, merger, consolidation, or reorganization of any Maker.

Bank is hereby given a lien upon and a security interest in all property of each Maker now or at any time hereafter in the possession of Bank, including but not limited to any balance or share of any deposit, as security for the payment of this note, and a similar lien upon and security interest in all such property of each Maker as security for the payment of all other liabilities of each Maker to Bank; and Bank shall have the same rights as to such property as it has with respect to the Collateral.

Upon the occurrence of any default hereunder Bank shall have the right to take possession of the Collateral and to sell all or any part thereof upon any exchange or at public or private sale at the option of Bank at any time or times without advertisement or demand upon or notice to any Obligor (all of which are hereby waived), except such notice as is required by applicable statute and cannot be waived; with the right on the part of the Bank or its nominee to become the purchaser thereof at any such sale, free from any equity of redemption and from all other claims, and after deducting all legal and other expenses for maintaining or selling the Collateral and all reasonable attorneys' fees, legal or other expenses for collection, sale and delivery, to apply the residue of the proceeds of such sale or sales to pay (or to hold as a reserve against) this note and all other liabilities of each Maker to Bank.

Any failure by Bank to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter. Any notice to Maker shall be sufficiently served for all purposes if placed in the mail addressed to, or left upon the premises at, the address shown on Bank's records.

Each of the Obligors 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, and that such interest may be collected by the payee or owner of the note discounting the same, or by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of the Obligors waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and severally waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold them; (d) to pay late charges on installments past due fifteen or more days to the full extent permitted by and in accordance with the Alabama Small Loan Act.

The Collateral hereinabove referred to is described as follows:

Security Agreement of even date on

1959 Oldsmobile 88 Four Door Sedan
S#597W09946

Rt 1 Daphen, Ala. 36526

Address

Address

[Signature] (SEAL)
FLOYD COOK, JR.

[Signature] (SEAL)
VELMA COOK

\$ 546.00
- 29.00
507.00
2000
467.00

FINANCING STATEMENT
FILED
MAR - 6 1967

The undersigned endorser each for himself hereby 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, and that such interest may be collected by the payee or owner of the note discounting the same, or by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and they each severally 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, notice of protest, suit, and all other requirements necessary to hold them.

Address

er requirements necessary to hold them.

W E Carr (SEAL)

WE CARR

PO Box 4427 (SEAL)

36602

August 7, 1968

Pay to the Order of W. E. Carr
WITHOUT RECOURSE
THE MERCHANTS NATIONAL BANK of MOBILE
By J. M. Reinhardt
VICE-PRESIDENT

48877 H 80.74133
 13383 LC
 5 -
 3890 LC
 116.00

WALTER E. CARR,

Complainant,

VS.

FLOYD COOK, JR., and VELMA COOK,

Defendants.

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

8638

C O M P L A I N T

COUNT ONE:

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED SIXTY-SEVEN AND NO/100 (\$467.00) DOLLARS due by promissory note made by him on the 14th day of February, 1967, and payable to the Merchants National Bank of Mobile, Alabama, payable on the 5th day of April, 1967, by whom said note was endorsed to the Plaintiff; and the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agrees to pay an attorney's fee for the collection thereof, and the Plaintiff hereby claims the sum of SEVENTY-FIVE AND NO/100 (\$75.00) DOLLARS as such attorney's fee.


E. G. RICKARBY,
Attorney for Plaintiff

Defendant's address is:

Route 1, Box 44
Daphne, Alabama 36526

FILED

APR 7 1969

ALICE J. DUCK CLERK
REGISTER