

SUMMONS

STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons JOHN DEAN HOBBS, 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, Alabama, at the plat of holding same by DOZIER P. SMITH, at the office of MAYFLOWER INVESTMENT COMPANY.

Witness my hand this the 14 day of January, 1966.

Angel Duck
Clerk

* * * * *

COMPLAINT

DOZIER P. SMITH at the office	X	
of MAYFLOWER INVESTMENT COMPANY,	X	IN THE CIRCUIT COURT OF
		BALDWIN COUNTY, ALABAMA
PLAINTIFF,	X	
VS:	X	AT LAW
JOHN DEAN HOBBS,	X	
DEFENDANT.	X	

The Plaintiff claims of the Defendant ONE HUNDRED FORTY-SIX & 88/100 DOLLARS (\$146.88), due by promissory note made by him on the 1st day of May, 1964, and payable on the 1st day of May, 1965, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be FOURTEEN & 70/100 DOLLARS (\$14.70).

Forest A. Christian
Forest A. Christian, Attorney for
Plaintiff
Foley, Alabama

Defendant's address:

Box 265-A
Fairhope, Alabama

FILED

JAN 15 1966

ANGEL DUCK, CLERK
REGISTERED

878 1

8010070.6828
Box 265-A
Fairhope

Received 25 day of Jan 1966
and on 29 day of Jan 1966
I serve a copy of the within to
on John Dean Hobbs

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

Daphne

Sheriff's Office 54 Miller St
Fairhope, AL 36531
BY Roy Randall
Deputy Sheriff

SUMMONS AND COMPLAINT

DOZIER P. SMITH, at the office of
MAYFLOWER INVESTMENT COMPANY,

PLAINTIFF,

VS:

JOHN DEAN HOBBS,

DEFENDANT.

FILED
JAN 26 1966
CLERK
JUD. DIST. N. DIST.

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

PROMISSORY NOTE AND ASSIGNMENT OF INSURANCE POLICY

\$ 146.88

40.58
1874/6

Dated MAY 1 196 4

At Montgomery, ALABAMA
TOWN STATE

Five (5) years from Date and for full value received, I, we, or either of us, promise and agree to pay to the order of the payee, DOZIER P. Smith 8475, at the office of MAYFLOWER INVESTMENT COMPANY in Dallas, Texas, the sum of One Hundred Forty Six & 88/100 DOLLARS (\$ 146.88), with interest from Date at the rate of five per cent (5%) per annum, compounded annually.

All parties to this note waive presentment for payment, notice of non-payment, protest and notice thereof, and, if this note is placed with an attorney for collection after default, agree to pay, as attorney's fees, ten per cent (10%) on the total then due, together with legal court costs. All parties to this note, including drawers, endorsers, and guarantors, severally waive presentation for payment, notice of non-payment, protest and notice thereof, and without further notice, hereby agree to renewals, extensions, indulgences or partial payments, either before or after maturity. The right to prepay the entire balance on this note, or any part thereof, with interest to date of payment, is reserved.

The holder of this note, whether original payee or an assignee may, without notice, declare this note immediately due and payable if any premium due on the Life Insurance Policy concurrently assigned (in the following paragraph) as collateral security herefor, for the second and subsequent policy years is not paid within the policy grace period.

To secure the payment of the indebtedness above described, the undersigned hereby transfer, assign and set over to the payee hereof, or his assigns, all right, title and interest in Policy No. 325850 (I authorize the Insurance Company to insert number on filing this assignment but if no policy is issued this instrument is void) issued by Fidelity Union Life Insurance Company, Dallas, Texas, on the basis of my application dated _____, including, without limitation, the sole right to exercise all loan privileges and to surrender said Policy to the Insurance Company for its cash surrender value at any time after default in the terms of this instrument. The rights of said assignee to the loan or cash values, and to the death benefits under said Policy shall be in all things prior and superior to the rights of the undersigned and of any Beneficiary designated in said Policy, and, any election for automatic premium loans shall be suspended by the said Company until this assignment is released. Any proceeds payable under said policy in excess of that required to discharge said indebtedness shall be payable to the Beneficiary designated in the Policy. Upon the payment of the indebtedness above described, this assignment shall be released. It is agreed that a copy of this assignment, whether or not an executed copy, may be filed with Fidelity Union Life Insurance Company and be of the same force and effect as if a separate and original assignment of said Policy had been so filed.

THE 5TH ANNIVERSARY PAYMENT OF THE POLICY, WHEN PAYABLE, IS TO BE USED BY ASSIGNEE IN LIQUIDATION OF THIS NOTE, IF UNPAID. ANY EXCESS SHALL BE PAID TO THE MAKER.

The validity and sufficiency of this assignment are guaranteed by the undersigned. It is understood that Fidelity Union Life Insurance Company assumes no responsibility for the validity of this assignment.

SIGNATURE OF CO-MAKER

PRINT NAME OF CO-MAKER

HOME ADDRESS

CITY

STATE

2-214

SIGNATURE OF MAKER

PRINT NAME OF MAKER

PERMANENT HOME ADDRESS

CITY

STATE

John Dean Hobbs
John DEAN Hobbs
Daphne Mount Sub-Division
Daphne, ALABAMA

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

March 8, 1966

Hon. Telfair Mashburn
Judge of Circuit Court
Bay Minette, Alabama

Re: Dozier P. Smith
Vs: John Dean Hobbs
Case No. 6828

Dear Judge Mashburn:

Kindly render a default judgment on a promissory note which is enclosed in the amount of \$146.88 principal, plus interest at 5% of \$10.00, plus 10% attorney's fee of \$15.00 for a total of \$171.88.

Cordially yours,

A handwritten signature in dark ink, appearing to read "Forest A. Christian", written in a cursive style.

FOREST A. CHRISTIAN