

1057

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

IN THE CIRCUIT COURT --- LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon H. (Herron) Steadham to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding same, then and there, to answer the Complaint of Otis Ross.

WITNESS my hand this 23 day of April, 1947.

Alice J. Smith  
Clerk

COMPLAINT

OTIS ROSS,  
Plaintiff  
vs.  
H. (HERRON) STEADHAM,  
Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE.

COUNT I

The Plaintiff claims of the Defendant THREE HUNDRED SIXTY-EIGHT & 82/100 DOLLARS (\$368.82), due by promissory note made by him on the 25th day of September, 1945, and payable 90 days after date, i.e. December 25th, 1945, with interest thereon. In, by, and as a part of said promissory note, the Defendant waives all rights of exemption under the Constitution and Laws of the State of Alabama or any other State in the United States, and agrees to pay for the cost of collecting same, together with a reasonable attorney's fee, which fee, the Plaintiff alleges to be \$60.00, and claims herewith.

Forest A. Christian  
Forest A. Christian  
Attorney for Plaintiff

OTIS ROSS,  
Plaintiff

vs.

H. (HERRON) STEADHAM,  
Defendant

COMPLAINT

105-7 Foley

COMPLAINT

Received in Sheriff's Office  
this 23 day of April, 1947  
TAYLOR WILKINS, Sheriff

Excluded By Serving a  
Copy of the Written Writ  
in on H. Steadman  
April 24-1947  
Taylor Wilkins Sheriff  
Zellie B. Griffin D.S.

OTIS ROSS,  
Plaintiff

vs.

H. (HERRON) STEADHAM,  
Defendant

FILED

APR 23 1947

ALICE J. DUCK, Clerk

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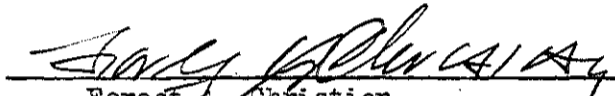
LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

THE STATE OF ALABAMA.     )  
                                      )  
BALDWIN COUNTY.            )

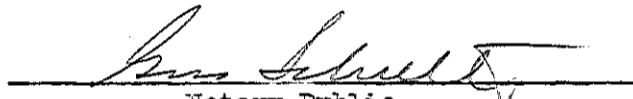
AFFIDAVIT OF FOREST A. CHRISTIAN

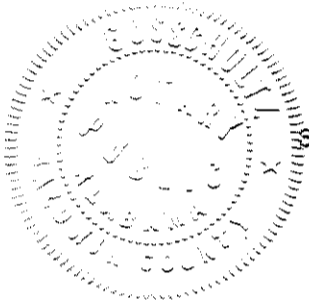
Forest A. Christian, first being duly sworn, deposes and says as follows:

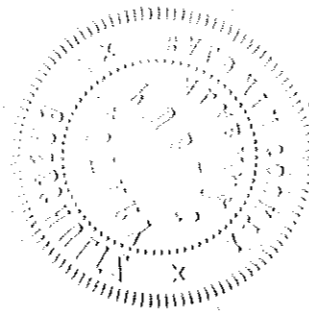
That he is a duly licensed attorney, practising law at Foley, Alabama; that he knows the reasonable fee to be charged for legal services by members of the Bar of the State of Alabama and more especially Baldwin County in said state; that Otis Ross employed him to collect a promisory note, which note provided for waiver of exemptions under the laws of the State of Alabama and also provided for a reasonable attorney's fee: that he spent at least two months writing to and visiting the said H. Steadham, the maker of the note, which involved him in expending both time and money; and that he believes that \$60.00 is a reasonable fee in this matter.

  
Forest A. Christian

Sworn and subscribed to before me this 13 day of June, 1947.

  
Notary Public





AFFIDAVIT

OTIS ROSS,  
Plaintiff

vs.

H. (HERRON) STEADHAM,  
Defendant

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

June 13, 1947

Hon. F. W. Hare, Judge  
Twenty-first Judicial Circuit  
Monroeville, Alabama

Re: Otis Ross vs H. Steadham

Dear Judge:

I want to thank you for your letter dated June 10, 1947, concerning the case mentioned above. I am sorry I was not aware of Rule 9, and I looked in my file for this rule so that I could become acquainted with it, but do not find it.

I have the original note with I am enclosing and I assume that I, myself, can prove my reasonable attorney's fee by affidavit.

I hope that I have now complied with Rule no. 9.

Yours very truly.

*Forest A. Christian*  
FAC 4/1/47

Defendant

LAW SIDE.

~~MOTION~~

Comes the Plaintiff by his attorney and moves the court to render a judgment by default in the amount of THREE HUNDRED & SIXTY-EIGHT DOLLARS & EIGHTY-TWO CENTS (\$368.82), plus interest from the 9th day of September, 1945, at rate of six per cent (6%), plus an attorney's fee of SIXTY & 00/100 DOLLARS (\$60). A certified copy of the note is attached hereto.

Forest A. Christian  
Attorney at Law

Attorney at Law

"H. L. P.

MOTION

OTIS ROSS,  
Plaintiff

vs.

H. (HEIRON) STEADHAM,  
Defendant

FILED

JUN 7 1947

ALICE J. DUCK, Clerk

LIS PENDENS NOTICE

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

OTIS ROSS,  
Complainant  
vs.  
H. (HERRON) STEADHAM,  
Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY.

LIS PENDENS NOTICE

Notice is hereby given that on or about April 23rd, 1947, Otis Ross filed a complaint against the said H. (Herron) Steadham for money loaned to him for the purchase of certain theatrical equipment which was permanently installed in the said H. (Herron) Steadham's theatre building in the colored subdivision of Foley, Alabama, known as Lot six (6), Block twelve (12) of said subdivision which is a part of the West Half ( $W\frac{1}{2}$ ) of the West Half ( $W\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section thirty-two (32), Township seven (7) South, Range four (4) East, intending to describe that particular piece of property which was conveyed to the said H. (Herron) Steadham by a deed from the Magnolia Springs Land Company and being that same described lot which is 125 x 145 feet on which the said H. (Herron) Steadham constructed a colored theatre, which said land is owned by the Defendant, the said H. (Herron) Steadham.

WITNESS my hand this the 23 day of April, 1947.

FILED  
APR 23 1947  
BALDWIN COUNTY  
ALABAMA

OTIS ROSS

OF

H. (HERRON) STEADHAM

*Alice J. Duck*  
Alice J. Duck  
Register of the Circuit Court of  
Baldwin County, Alabama

LIS PENDENS NOTICE

102-7

THE STATE OF ALABAMA,  
BALDWIN COUNTY.

OTIS ROSS,

Complainant

vs.

H. (HERRON) STEADHAM,

Defendant

THIS PENDENS NOTICE

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY.

Notice is hereby given that on or about April 23rd, 1947, Otis Ross filed a complaint against the said H. (Herron) Steadham for money loaned to him for the purchase of certain theatrical equipment which was permanently installed in the colored subdivision of Foley, Alabama, known as Lot six (6), Block twelve (12) of said subdivision which is a part of the West Half (W<sup>1</sup>/<sub>2</sub>) of the West Half (W<sup>1</sup>/<sub>2</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section thirty-two (32), Township seven (7) South, Range four (4) East, intending to describe that particular piece of property which was conveyed to the said H. (Herron) Steadham by a deed from the Holly Springs Land Company and being that same described lot which is 125 x 145 feet on which the said H. (Herron) Steadham constructed a colored theatre, which said land is owned by the defendant, the said H. (Herron) Steadham.

Witness my hand this the 23 day of April, 1947.

THIS PENDENS NOTICE

Register of the Circuit Court of  
Baldwin County, Alabama  
Attest: *[Signature]*  
Alice J. Dugg

H. (HERRON) STEADHAM

TO

OTIS ROSS

FILED

APR 23 1947

ALICE J. DUGG, CLERK

105-7

LIS PENDENS NOTICE

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

OTIS ROSS,  
Complainant

vs.

H. (HERRON) STEADHAM,  
Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
IN EQUITY.

LIS PENDENS NOTICE

Notice is hereby given that on or about April 23rd, 1947, Otis Ross filed a complaint against the said H. (Herron) Steadham for money loaned to him for the purchase of certain theatrical equipment which was permanently installed in the said H. (Herron) Steadham's theatre building in the colored subdivision of Foley, Alabama, known as Lot six (6), Block twelve (12) of said subdivision which is a part of the West Half ( $W\frac{1}{2}$ ) of the West Half ( $W\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section thirty-two (32), Township seven (7) South, Range four (4) East, intending to describe that particular piece of property which was conveyed to the said H. (Herron) Steadham by a deed from the Magnolia Springs Land Company and being that same described lot which is 125 x 145 feet on which the said H. (Herron) Steadham constructed a colored theatre, which said land is owned by the Defendant, the said H. (Herron) Steadham.

WITNESS my hand this the \_\_\_\_ day of April, 1947.

STATE OF ALABAMA, BALDWIN COUNTY

Filed April 23, 1947.....10:00 AM

Recorded ..Lia. Clerk book...2...page...158

W. R. Stewart.....  
Judge of Probate

Alice J. Duck  
Register of the Circuit Court of  
Baldwin County, Alabama.

1057

LIS PENDENS NOTICE

4-47

2-158

H. (HERRON) STEADHAM

TO

OTIS ROSS

FILED

APR 23 1947

ALICE J. DUCK, Clerk

1057

R 35

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA,  
Baldwin County

CIRCUIT COURT, Term, 19

OTIS ROSS

Plaintiff

Vs.

H. (HERRON) STEADHAM

Defendant

I, ALICE J. DUCK, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 7 day of July, 1947

a Judgment was rendered by said Court in the above stated cause, wherein

OTIS ROSS

was Plaintiff and H. (HERRON) STEADHAM

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of

\$471.94

DOLLARS

and for the sum of \$9.90

DOLLARS,

the costs in said suit, and that

F. A. CRISTAIN

are the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this 7 day of July, 1947

Alice J. Duck  
Clerk, Circuit Court, Baldwin County, Alabama.

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# CERTIFICATE OF JUDGMENT

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..... OTIS ROSS .....

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

Vs.

..... H. ( HERRON ) STEADHAM .....

....., Defendant.....

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1057

No. 5774

**PROBATE JUDGE**

Bay Minette, Ala., Apr 73, 1947

Received of

Received of Mrs. Alice J. Tuck

**FOR RECORD**

5317 MARSHALL &amp; BRUCE-NASHVILLE

TOTAL \$

**Judge of Probate.**

\$ 368.82

FOLEY, ALA., 9/25.....1945.

\$..... NINETY DAYS - - - - - after date, without grace, I promise to pay to

the order of Otis Ross - - - - -

THREE HUNDRED SIXTY-EIGHT & 82/100 - - - - - Dollars

for value received, with interest at 6% per centper annum from date

until paid.

Payable atX to Otis Ross

The parties to this instrument, whether maker, endorser, surety or guarantech for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof all right, to exemption und/he constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collg, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected oured by suit or otherwise, and maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, pe of protest, suit and all other requirements neces- sary to hold them, and they agree that time of payment may be extended withouthice to them of such extension.

H. Steadham

Due

Alma Laurie Moss

MY COMMISSION EXPIRES OCT. 28, 1947

*Original with Foley Bank*

Foley Ala., 9/25 1945

Ninety days After Date I promise to pay to the order of

Otis Ross \$ 368.82

Three Hundred Sixty-eight & 82/100----- DOLLARS

Payable at to Otis Ross with 6 % interest from date

VALUE RECEIVED.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, or any renewal thereof, all right of exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable at- torney'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, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension.

*certification Reverse side*

No. (signed) H. Steadham

(signed) Alma Laurie Moss

Notary Public

WATSON NOTE Printed and sold by Brown Printing Co., Montgomery, Ala. 10M-7-44

I, Ernest A. Chauslin  
Attorney at Law, do  
hereby certify that  
the reverse side  
of this paper is a  
true & correct copy  
of a note which I  
have in my possession  
in my Safety Deposit  
Box in the Farmers  
& Merchants Bank  
of Foley, Ala.

For E. A. Chauslin 4/1/17