

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA, }  
Baldwin County }

CIRCUIT COURT, 7-9-47 Term, 19

STATE BANK OF ELBERTA, a corp.

Plaintiff

Vs.

D. W. LUDLOW

Defendant

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

Alabama, do hereby certify that on the 9th day of July, 1947,

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

STATE BANK OF ELBERTA, a corp.

was Plaintiff and D. W. LUDLOW

was Defendant, in

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

\$302.82 DOLLARS

and for the sum of \$10.10 DOLLARS,

the costs in said suit, and that RICKARBY & RICKARBY

are the Attorneys of record for the Plaintiff  
in said cause.

Witness my hand this 18th day of Dec., 1947

Clerk, Circuit Court, Baldwin County, Alabama.

STATE BANK OF ELBERTA  
Plaintiff

VS

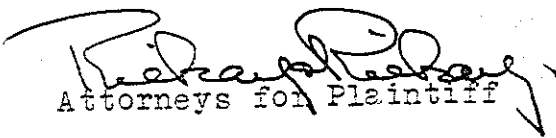
D. W. LUDLOW  
Defendant

IN THE  
CIRCUIT COURT OF  
BALDWIN COUNTY

To MRS ALICE J. DUCK  
Clerk of Said Court

The Defendant having failed to plead, answer or demur to the Complaint in this cause within the time prescribed by law, Plaintiff hereby demands judgment by default for the amount stated in the Complaint and requests that such demand be noted in the docket and within five days thereafter that the papers in the case, including note and affidavit be sent to the Judge of this Court, together with certificate showing Defendant's default, and the request for judgment in vacation with waiver of exemption as to personal property for the following:

Note	\$250.00
Eight Months at 8% to June 8, 1947	13.33
Attorney Fee	39.49
TOTAL	<u>\$302.82</u>

  
Attorneys for Plaintiff

STATE BANK OF ELBERTA  
Plaintiff

VS

D. W. LUDLOW  
Defendant

MOTION FOR

JUDGMENT BY DEFAULT

FILED

JUL 7 1947

ALICE J. DUCK, Clerk

STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT OF  
BALDWIN COUNTY

To Any Sheriff of the State of Alabama - Greeting:

You are hereby commanded to summon D. W. LUDLOW  
to appear in the Circuit Court of Baldwin County, Alabama, at  
the place of holding the same and plead, answer or demur,  
within thirty days from service hereof to the complaint of  
THE STATE BANK OF ELBERTA, A Corporation.

Witness this 12<sup>th</sup> day of May 1947.

Wm. J. [Signature] Clerk

COMPLAINT

THE STATE BANK OF ELBERTA,  
A Corporation

Vs.

D. W. LUDLOW

Complainant

Defendant

And the Plaintiff claims of the Defendant TWO HUNDRED  
FIFTY DOLLARS, due by promissory note made by him on the  
8th day of July and payable on demand which demand being  
made on to wit, the 8th day of November 1946 with interest  
thereon since the 8th day of October, 1946.

Plaintiff further avers that by the terms of said note  
Defendant waived all rights to exemption of personal property  
as against any process that might issue for the collection  
thereof and further agreed to pay a reasonable attorney's  
fee for collection thereof, which fee plaintiff now claims  
in the further sum of THIRTY-SEVEN and 50/100 DOLLARS.

[Signature]  
Attorneys for Plaintiff

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STATE BANK OF ALBERTA  
A Corporation

Complainant

VS.

D. W. LUDLOW

Defendant

SUMMONS AND COMPLAINT

Defendants Address:  
C/O Fairhope Casino,  
Fairhope, Ala.

RICKARBY & RICKARBY  
Attorneys for Complainant

Received in Sheriff's Office  
this 1 day of May, 1947  
TAYLOR WILKINS, Sheriff

May 8 1947  
by serving copy of within Summons and  
Complaint on

D. W. Ludlow

Taylor Wilkins  
J. F. Hall, Deputy Sheriff

STATE BANK OF ELBERTA  
Plaintiff

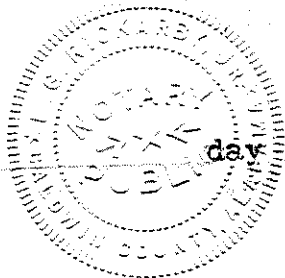
VS

D. W. LUDLOW  
Defendant

IN THE  
CIRCUIT COURT OF  
BALDWIN COUNTY

Before me the undersigned Notary Public personally appeared E. A. CRAMER, who being first duly sworn deposes and says that he is a practicing Attorney of the Baldwin County Bar, and that the sum of \$39.49 is a reasonable Attorney's fee on a suit in the Circuit Court on a promissory note for \$250.00 plus \$13.33 interest.

*E. A. Cramer*



Subscribed and sworn to before me on this the 2  
day of July 1947

*[Signature]*  
Notary Public, Baldwin County, Alabama

STATE BANK OF ELBERTA  
Plaintiff

VB

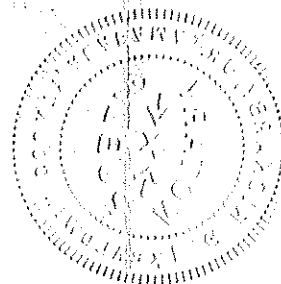
D. W. LUDLOW  
Defendant

# AFFIDAVIT

FILED

JUL 7 1947

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 11-19-2001 BY 60322 UCBAW



A black and white photograph of a large, multi-story building with a prominent central tower and many windows, likely a government or institutional building.

[illegible]

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LAW OFFICES

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY  
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

December 16, 1947

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

Dear Mrs. Duck:-

*under the acts of Congress,*  
Please prepare certified copy of the Judgment in  
State Bank of Elberta Vs Don Ludlow and send same to us  
together with bill on which we will have the Bank make  
remittance.

Yours very truly,

RICKARBY & RICKARBY

by:- 

EGRjr:pw  
139



STATE BANK OF ELBERTA  
ELBERTA, ALA.

\$ 250.00

On Demand

ELBERTA, ALA.

July 8th. 1946

19

after date, without grace I promise to

pay to the order of State Bank of Elberta, Alabama.

\*\*\*\*Two hundred fifty\*\*\*\*\*

DOLLARS

For value received, payable at the STATE BANK OF ELBERTA in Elberta, Alabama, with interest at 8 per cent.

per annum from date until paid.

The parties to this instrument, whether maker, endorser, surety or 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 or secured by suit or otherwise. And the maker, endorser, surety, guarantor, of this note severally waives demand, presentment, protest, notice of protest suit 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. The Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

No.

Due 8-8-46

*W. H. Haden*  
Box 1518, Fairhope, Ala.

(over)

The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States as to this debt should this note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. The said State Bank of Elberta, Elberta, Ala., is hereby authorized by each surety and endorser heretofore to apply at any time any funds in said Bank belonging to any one or more of said endorsers to the payment of this debt.

ENDORSEMENT ON INTEREST

9-11-1942 \$ 5 to 10-8-42  
194 \$ to 194  
194 \$ to 194  
194 \$ to 194  
194 \$ to 194  
194 \$ to 194