

STATE OF ALABAMA
BALDWIN COUNTY

1062
IN THE
CIRCUIT COURT OF
BALDWIN COUNTY

To any Sheriff of the State of Alabama - GREETINGS:

You are hereby commanded to summon CHARLES F. BELEW 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 ARTHUR STENZIL.

Witness this 10 day of May 1947.

CLERK

COMPLAINT

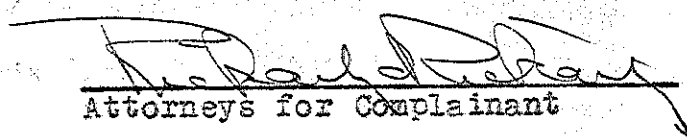
ARTHUR STENZIL
Complainant

vs.

CHARLES F. BELEW
Defendant

And the Plaintiff claims of the Defendant ONE HUNDRED FIFTY DOLLARS, due by promissory note made by him on the 26th day of September, 1946 and payable in monthly payments due November 1, 1946, December 1, 1946 and January 1, 1947 with interest thereon since the 1st day of November, 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 TWENTY-FIVE DOLLARS


Attorneys for Complainant

1062

ARTHUR STENZIL

Complainant

vs.

CHARLES F. BELEW

SUMMONS AND COMPLAINT

RICKARBY & RICKARBY
Attorneys for Complainant

Received in Sheriff's Office
this 18 day of May 1947
TAYLOR WILKINS, Sheriff

Executed By serving
a copy on Charles
F. Belew 6-20-47
Taylor Wilkins Sheriff
Jollie B. Guffin D.S.

Palmdale

5-10-47

Allen J. Rickarby
Allen J. Rickarby

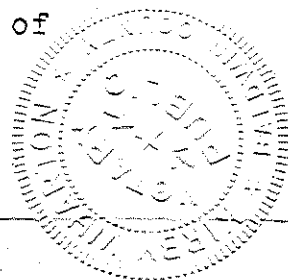
STATE OF ALABAMA
COUNTY OF BALDWIN

Before me the undersigned notary personally
appeared E. CRAMER, ESQ. who being first duly sworn
deposes and says that he is an Attorney in the Baldwin
County Bar and as such, knows what is a reasonable
charge for an Attorney's fee in suits in the circuit court
and that a fee of \$25.00 is a reasonable fee to be allowed
for a suit in the circuit court on a note for ONE HUNDRED
AND FIFTY DOLLARS.

E. Cramer

Subscribed and sworn to before me this the 21st day of
June 1947.

K. H. H. H.
Notary Public
Baldwin County Alabama



ARTHUR STENZEL

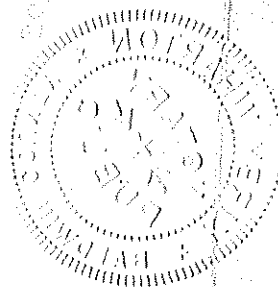
VS

CHARLES F. BELEW
.....

IN THE CIRCUIT COURT OF
BALDWIN COUNTY
.....

AFFIDAVIT
.....

IN PROOF OF JUDGMENT



ARTHUR STENZEL,
Complainant

VS

CHARLES F. BELEW,
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	\$150.00
Nine Months at 6% to	
26 June, 1947	6.75
Attorney Fee	25.00
TOTAL	<u>\$181.75</u>

Attorneys for Plaintiff

ARTHUR STENZEL

VS

CHARLES F. BELEW

.....

IN THE CIRCUIT COURT OF
BALDWIN COUNTY

..L.

MOTION FOR JUDGMENT BY
DEFAULT

ELLIOTT G. RICKARBY

LAW OFFICES

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

June 21, 1947

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

Dear Mrs. Duck:-

With this we are sending you Motion For Judgment By
Default, and Affidavit in Proof of ~~judgment~~ in the case of
ARTHUR STENZEL VS CHARLES F. BELEW, and also note evidencing
our claim.

Yours very truly

RICKARBY & RICKARBY

by: *E. G. Rickarby, Jr.*

EGRjr:pw
138

*Please check to see if service
has been had.*

EGR

BANK OF FAIRHOPE

\$ 150.00

FAIRHOPE, ALA., September 26

19 46

Monthly as scheduled after date, without grace, I or ~~We~~ promise to pay to the

order of ~~BANK OF FAIRHOPE~~ L. A. RICHARDSON

ONE HUNDRED FIFTY

DOLLARS

For value received. Payable at the BANK OF FAIRHOPE, Fairhope, Alabama, with interest at 6% per annum

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, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, 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 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, 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.

Witness my hand and seal this, the 26th day of September, 19 46

Charles F. Belin (Seal)

ATTEST

(Seal)

The undersigned endorser assumes
the contract shown by the face of
this note.

DUE	AMOUNT
Nov. 1, 1946	\$51.50
Dec. 1, 1946	\$51.00
Jan. 1, 1947	\$50.50

L. G. Richardson