

10/10/47

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA,
Baldwin County

CIRCUIT COURT, SPECIAL Term, 19 47

STATE BANK OF ELBERTA

Plaintiff

Vs.

H. STEADHAM

Defendant

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

Alabama, do hereby certify that on the 29th day of Sept., 19 47,

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

STATE BANK OF ELBERTA

was Plaintiff and H. STEADHAM

was Defendant, in

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

NINE HUNDRED (\$900.00) DOLLARS

and for the sum of TEN DOLLARS AND FIVE CENTS (\$10.05) DOLLARS,

the costs in said suit, and that C. G. CHASON

are the Attorneys of record for the Plaintiff

in said cause.

Witness my hand this 8th day of Oct., 19 47

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

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT LAW SIDE

TO THE SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon H. 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 the State Bank of Elberta, A Corporation.

Witness my hand this 23 day of June, 1947.

Blaise J. Leach
Clerk

COMPLAINT

THE STATE BANK OF ELBERTA,
A CORPORATION

Plaintiff

-vs-

H. STEADHAM

Defendant

IN THE CIRCUIT COURT OF

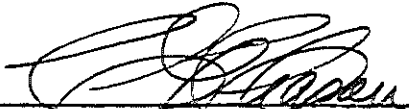
BALDWIN COUNTY, ALABAMA

LAW SIDE

The Plaintiff claims of the Defendant Seven Hundred Fifty-four and no/100 Dollars (\$754.00) due by Promissory Note made by him on, to-wit, January 29, 1947, and payable \$62.83 monthly after date, with interest thereon at the rate of eight percent (8%) per annum from maturity; which said note recites that "in the event I or we fail to pay this note or any debt secured hereby when due..... or should the said State Bank of Elberta, for any reason or no reason, deem the debt or debts secured hereby to be insecure, then on the happening of either of said events, the said State Bank of Elberta, at its option, and without notice to me or us, may declare all debts evidenced or secured hereby due and payable"

The Plaintiff avers that in and by the terms of said Note the Defendant waived as to this debt all right of exemption under the Constitution and laws of Alabama or any other State, and of this waiver the Plaintiff now claims the benefit.

The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure said Note, including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of One Hundred Thirteen and no/100 Dollars (\$113.00) as such reasonable attorney's fee.



Attorney for Plaintiff

Executed this 7th day
of July 1947 by
Serving a copy of
the within Summons
and Complaint on
H. Steadham
Taylor Wilkins
Sheriff

1064

SUMMONS AND COMPLAINT

THE STATE BANK OF ELBERTA, A
CORPORATION

Plaintiff

-VS-

H. STEADHAM

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

Filed _____, 1947

FILED

JUN 23 1947

ALICE J. DUCK, Clerk

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA