

1119

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

AT LAW.

CHARLES T. and SUSIE N. CAMPBELL,
co-partners trading as CAMPBELL GROCERY COMPANY,

Plaintiffs,

VS.

JOSEPH ANDREWS, JR.,

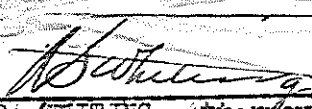
Defendant.

COUNT ONE.

The plaintiffs claim of the defendant the sum of \$266.68 due by the defendant to the plaintiffs by note dated October 28th, 1947, made by the defendant payable to the order of the plaintiffs in 26 equal monthly installments of \$10.00 and one installment of \$6.68 due respectively, consecutively on the first of each and every month beginning November 1st, 1947; that the payment of \$10.00 due under said note on November 1st, 1947, was not made and remains unpaid together with the interest thereon; that default having occurred, as aforesaid, the entire balance herein sued for, as provided by said note, thereupon became due and remains unpaid together with the interest thereon. The Plaintiffs aver that so far as the debt is concerned the defendant, by said note, waived all right of exemption of personal property under the laws and constitution of Ala.

COUNT TWO.

The Plaintiffs further claim of the defendant a reasonable attorneys fee, as provided by said note, which the plaintiffs aver is the sum of \$75.00.


A. S. WHITING, Attorney for Plaintiffs;
602 Annex First National Bank
Mobile, Ala.

Note: The Defendant is said to reside at Fairhope, Alabama, and to be employed by Moyer's Drug Company as a clerk, at Fairhope.

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA }
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

No.-----

-----TERM, 194-----

TO ANY SHERIFF OF THE STATE OF ALABAMA :

You are hereby commanded to summon JOSEPH ANDREWS, JR.

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, State of Alabama, at Bay Minette, against-----

JOSEPH ANDREWS, JR.-----, Defendant-----

by CHARLES T. and SUSIE N. CAMPBELL, ET ALS

----- Plaintiff-----

Witness my hand this 28th day of Nov. 194 7

Alice J. Smith, Clerk

No. 1119

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THE STATE of ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

Charles J. and Susie M. Campbell
Plaintiffs

vs.

Joseph Andrews Jr.
Defendants

SUMMONS and COMPLAINT

Filed 11-26, 1947

Wm. J. Hatcher Clerk

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co., Bay Minette, Ala.

Defendant lives at _____

RECEIVED IN OFFICE

Nov 28, 1947

Taylor Wilkins Sheriff

I have executed this summons

this 12 day of Dec, 1947
by leaving a copy with

Joseph Andrews Jr.

Taylor Wilkins Sheriff

Zeeder B. Huggins Deputy Sheriff

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

No. _____

Charles T. and Susie N.
Campbell, co-partners trading
as CAMPBELL GROCERY COMPANY,

Plaintiffs:

--Vs--

Joseph Andrews

Defendant.

Now come the Plaintiffs above named by their Attorney of Record, and show unto the Court that, as affirmatively appears by the record herein, the Defendant was duly served with summons and complaint in this cause; that since said service of process upon the defendant more than thirty days has expired and the Defendant has entered no appearance; that since the filing of suit herein the Defendant has paid on account of the debt sued for the sum of Sixty (\$60.00) dollars, leaving due and unpaid the principal sum of Two Hundred and Six & 68/100 (\$206.68) dollars plus interest @ 6% per annum to date in the amount of Nine & 11/100 (\$9.11) dollars.

WHEREFORE, the premises considered, the Plaintiffs move for a judgement by default against the Defendant and in favor of the Plaintiffs on the Promissory Note hereto attached, upon which said suit was brought in the sum of Two Hundred and Six & 68/100 (\$206.68) dollars principal balance plus interest on said sum from date of said Note @ the rate of 6% per annum amounting to Nine & 11/100 (\$9.11) dollars; plus a reasonable attorney's fee as provided by said Note in the sum of Fifty (\$50.00) dollars, aggregating the sum of Two Hundred and Sixty-Five & 79/100 (\$265.79) dollars, besides the costs of court herein, together with waiver of exemptions as to personal property under the laws and Constitution of Alabama.

So moved this 23rd day of June, 1948.



Attorney for Plaintiffs
602 Annex, First National Bank Building,
Mobile, Ala.

\$ 266.68

Mobile, Alabama.

Oct. 28th 1947

For value received the undersigned jointly and severally promises to pay to *Joseph Andrew Jr.* or order, the principal sum of *Two hundred sixty-six and 68/100* with interest thereon from date, at the rate of *six* per cent per annum. The said principal and interest shall be payable *at* Mobile, Alabama, in monthly installments as follows, namely:

\$10.00 on Nov. 1st 1947 and \$10.00 on 1st of each successive month until entire indebtedness shall be paid.

Each maker and endorser waives the right of exemption under the Constitution and laws of Alabama, and each maker and endorser waives demand, protest, and notice of protest and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date due thereof.

This note is to be construed according to the laws of the State of Alabama, ~~and~~ ~~is secured by a~~ ~~on~~ ~~executed to~~ ~~by the undersigned on~~

Upon failure to pay any installment of principal and/or interest when due or if ~~any of the conditions and requirements in said~~ ~~be not~~ ~~complied with~~, the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Privilege is given to make additional payments on said principal sum at any interest payment date; such additional payments, however, to be made in multiples of

Joseph Andrew Jr.