

1124

BANK OF FAIRHOPE, A Corporation
Plaintiff

L A W
CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

-VS-

REL CO OPER

Defendant

TO: MRS. ALICE J. DUCK
Clerk of Said Court

Comes the Plaintiff in the above styled cause and shows that a Summons was issued out of this Court and served on the Defendant Rel Cooper on the 8th day of January, 1948 requiring him to answer within thirty (30) days from the service thereof, and that to this date the Defendant has failed to answer as required by law. Wherefore Plaintiff request Judgment by Default and in evidence is inclosing herewith note and affidavit as to Attorney's Fees and Waiver of Exemptions.


Attorneys for Plaintiff

Balance due on note as of date of suit.	\$470.05
Attorney's fee	<u>70.50</u>
Total	\$540.55
Less Payment December 15th.	<u>18.37</u>
Balance Due.	\$522.18

BANK OF FAIRHOPE, A Corporation
Plaintiff

vs

REL COOPER

Defendant

/
MOTION FOR JUDGMENT BY DEFAULT
.....

*Filed 4-6-48
Office of
clerk*

FILED TO BE IN THE COURT OF THE
CLERK OF THE SUPERIOR COURT
OF ALABAMA

1948

APR 6 1948
CLERK OF THE COURT

THIS DOCUMENT CONTAINS NO
RECORDING INFORMATION

APR 6 1948
CLERK OF THE COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

REL COOPER

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 the same, then and there to answer the complaint of
BANK OF FAIRHOPE, A Corporation

Witness my hand, this 16 day of December 1947

Alice J. Leach Clerk.

COMPLAINT

BANK OF FAIRHOPE, A Corporation)
Plaintiff) VS (REL COOPER
) (

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED SEVENTY AND 05/100 DOLLARS (\$470.05) due by Promissory Note made by him on the 28th day of August, 1946 and payable on the 28th day of November, 1947 with interest thereon and the Plaintiff avers that as a part of consideration of said note the Defendant did as to this debt waive all his rights of exemption as to personal property granted him under the law of this State and agreed to pay a reasonable Attorneys fee for the collection of this debt which the Plaintiff claims in the sum of SEVENTY AND 50/100 DOLLARS (\$70.50).

RICKARBY & RICKARBY

By:

E. G. RICKARBY, Jr.
Attorney for the Plaintiff

Defendant's Address is Loxley, Alabama

Received in office 17 day of

December

1947

Taylor Wilkins
Sheriff of Baldwin County, Ala.

Executed by serving a copy
of the within Summons and Complaint on

Rel Cooper

Defendant

This the 8 day of Jan 1948

Taylor Wilkins
Sheriff of Baldwin County, Ala.
By Zelle B. Triffin
Deputy Sheriff.

No. 1124

BANK OF FAIRHOPE,
A Corporation,
Plaintiff
VS.

REL COOPER
Defendant

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19

SUMMONS AND COMPLAINT

Filed in office this day of

FILED

A. D. 19

DEC 16 1947

Clerk.

ALICE J. DUCK, Clerk
Plaintiff's Attorney.

Moore Printing Co. Bay Minette, Ala.

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

ELLIOTT G. RICKARBY

E. J. RICKARBY, JR.

April 6, 1948

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

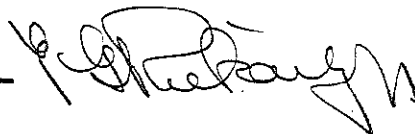
Dear Mrs. Duck:- BANK OF FAIRHOPE VS REL COOPER:

With this we send you request for a Judgment by Default,
original promissory note and affidavit as to Attorney's fee, and
request that you have Judge Hare complete Judgment by Default in
this matter.

Yours very truly,

RICKARBY & RICKARBY

by:-



EGRjr:pw
l66
inc.

BANK OF FAIRHOPE, A Corporation
Plaintiff

L A W
CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

-VS-

REL COOPER

Defendant

Before me the undersigned Notary Public personally
appeared Harburn, who being first duly
sworn deposes and says that he is a practicing Attorney of the
Baldwin County Bar, and that the sum of \$70.50 is a reasonable
Attorney's fee on a suit in the Circuit Court on a promissory note
for \$470.05 and interest.

Harburn

Subscribed and sworn to before me on this the 17
day of March 1948.

[Signature]
Notary Public, Baldwin County, Alabama

Filed
4-6-48
Alice J. Neuberger
Clerk

Fairhope, Ala.,

Aug. 28th 1946

1946

I/We promise to pay to the order of

The Bank of Fairhope

Six Hundred Sixty one ¹²/₁₀₀ Dollars \$ 661.¹²/₁₀₀

for value received. Payable at THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

In 35 installments of \$19.37¹²/₁₀₀ payable on 28th of each consecutive month, beginning Sept. 28th 1946 after date without grace and balance of \$181¹²/₁₀₀ payable Aug. 28th 1949

Upon failure of maker(s) to pay any installment as herein agreed and a continuation of such default for a period of fifteen days then, at the option of the holder of this note, the whole of said principal sum shall immediately become due and payable.

The maker(s) of this note warrant(s) and agree(s) that its proceeds will be used to cover payments for alteration, repairs or improvements upon real property belonging to the maker(s).

It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears.

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 or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

Loxley Ala.
Address

Loxley Ala.
Address

Rel Cooper
X aris cooper

8675