

STATE BANK OF ELBERTA,
Plaintiff,

vs

THOMAS E. GIVENS et al
Defendants.

L A W
CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

1233

This day came the Plaintiff by its Attorneys and the Defendants having failed to file their plea according to the rule and practice of this Court and the statute in such case provided, but made default, on hearing the evidence it is therefor ordered and adjudged by the Court that the Plaintiff is entitled to recover from the Defendants Thomas E. Givens and O. Given the sum of Seven hundred, thirty and 50/100 Dollars with the costs in this behalf expended, for which let execution issue. and against this judgment and the execution to be issued thereon, there is no exemption of personal property of the Defendants.

Done at Bay Minette this the 17th day of January, 1949.

Jeffair J. Mosley, Jr.
Judge Circuit Court.

STATE OF ALABAMA:
COUNTY OF BALDWIN:

L A W No. 1233
CIRCUIT COURT

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon THOMAS E. GIVENS and O. GIVENS 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, Ala., against THOMAS E. GIVENS and O. GIVENS, Defendants by THE STATE BANK OF ELBERTA, a Banking Corporation, Plaintiff.

Witness my hand this 17th day of September, 1948.

Heice J. Welch
Clerk.

C O M P L A I N T

STATE BANK OF ELBERTA, a
Banking Corporation,
Plaintiff

-vs-

THOMAS E. GIVENS and
O. GIVENS,
Defendants

1: The Plaintiff claims of the Defendants SIX HUNDRED DOLLARS due by promissory note made by Thomas E. Givens on the 17th day of October, 1947 and endorsed by O. Givens and payable on the 17th day of April, 1948 with eight per cent interest thereon.

Plaintiff further avers that by the terms of said note both maker and endorser waived demand, presentment, protest, notice of protest suit and all other requirements necessary to hold them and agreed that time of payment might be extended to them without notice of such extension.

Plaintiff further avers that by the terms of said note the Defendant and endorser waived all rights of exemption of personal property as against any process that might issue for the collection thereof and agreed to pay a reasonable attorney's fee, if same be placed in the hands of an attorney for collection, which fee Plaintiff now claims in the additional sum of ONE HUNDRED DOLLARS.

2: Plaintiff claims of the Defendant O. Givens the sum of SIX HUNDRED DOLLARS due on a note drawn by Thomas E. Givens on the 17th day of October, 1947 for the payment of Six Hundred Dollars to Plaintiff six months after date and said note not being paid at maturity, and endorser having waived demand, presentment, protest, notice of protest suit and all other requirements necessary to hold him as endorser, said note with eight per cent interest thereon is still due and unpaid.

Plaintiff further avers that by the terms of said note endorser thereof waived all rights of exemption of personal property as against any process that might issue for the collection thereof and agreed to pay a reasonable attorney's fee, if same be placed in the hands of an attorney for collection and which fee Plaintiff now claims in the sum of ONE HUNDRED DOLLARS.

Ris, Early & Ris, Early
Attorneys for Plaintiff.

Received at
this 8 day of Sept, 1948
TAYLOR WILKINS, Sheriff

I have executed this Writ this
the 11th day of Sept,
1948. *by serving copy*
on Thomas E. Givens
and O. Givens
Sheriff.

Taylor Wilkins
by R R Willis S.S.

RECORDED

L A W No 1233

CIRCUIT COURT BALDWIN
COUNTY, ALABAMA

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STATE BANK OF ELBERTA, a
Banking Corporation,
Plaintiff

-vs-

THOMAS E. GIVENS and
O. GIVENS,
Defendants

.....

SUMMONS AND COMPLAINT

.....

Filed this the 1th day
of September, 1948.

Alvin J. Alrich
Clerk.

RICKARBY & RICKARBY,
Attorneys for Plaintiff.

1233

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

February 9, 1949

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

Dear Mrs. Duck:

#1233, STATE BANK OF ELBERTA vs. THOMAS
E. GIVENS et al: With this we are glad
to hand you check of client for \$12.65
endorsed to you in settlement of the costs
in this case, which, as you will note, in
accordance with our practice we have seen
receives early attention. The Bank did
not return the cost bill with their letter.

Sincerely,

Elliott G. Rickarby

for:
RICKARBY & RICKARBY

EGR:la
2888.

CC: Mr. Alfred M. Neumann
State Bank of Elberta
Elberta, Alabama

ELLIOTT G. RICKARBY

LAW OFFICES
RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

September 4, 1948

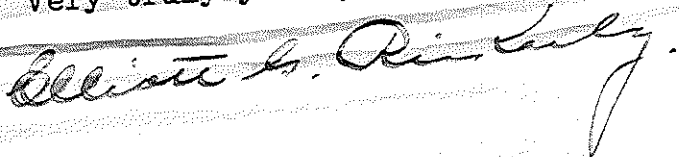
Mrs. Alice J. Duck
Clerk Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

STATE BANK OF ELBERTA -vs- THOMAS
E. GIVENS et al: With this we hand you Summons
and Complaint with two copies in the above
styled cause, The Defendant Thomas E. Givens
lives in Elsinore, east of Robertsdale, and
O. Givens in Seminole.

Please have the Sheriff advise
on enclosed postal when service has been had.

Very truly yours,



for:
RICKARBY & RICKARBY

EGR:la
2888.
4 encls.

STATE BANK OF ELBERTA
ELBERTA, ALA.

\$ 600.00

ELBERTA, ALA., Oct. 17th. 1947 1947

Six Months

after date, without grace I promise to

pay to the order of State Bank of Elberta

****Six hundred*****

DOLLARS

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

Thomas E. Givens

Due 4-17-48

(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 and all 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 hereof 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.

O. Livers