

1275

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW.

The First National Bank of Mobile, Alabama,
a corporation,

Plaintiff,

versus

John G. Clark,

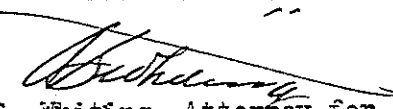
Defendant.

COUNT ONE.

The Plaintiff claims of the Defendant the sum of Two Hundred and Forty-three Dollars and Eighty-one Cents (\$243.81) due by the defendant to the plaintiff by promissory note dated March 18th, 1948, made by the defendant payable to the order of the plaintiff in twelve (12) equal consecutive monthly installments of \$34.83 on the 20th day of each month beginning April 20th, 1948; that default occurring in the payment of said installments, the entire principal balance here sued for, as provided for by said note, thereupon became due and remains unpaid, together with the interest thereon. Plaintiff avers 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 Alabama.

COUNT TWO.

The plaintiff further claims of the defendant a reasonable attorney fee, as provided by said note, which the plaintiff avers is \$50.00.


A. S. Whiting, Attorney for the Plaintiff,
#602 Annex First National Bank Building,
Mobile, Alabama.

Note:

Directions for finding the residence of the defendant: Turn left on Highway 31 2.7 miles from Spanish Fort on dirt road about $\frac{1}{4}$ mile, then turn left on dirt road, and defendant lives in one of two or three houses on this road. Defendant is well known in this neighborhood. His father is said to trap for a living, and the defendant is said to be employed in connection with the laid-up fleet of the Maritime Commission.

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1275

Dec. TERM, 1948

TO ANY SHERIFF OF THE STATE OF ALABAMA :

You Are Hereby Commanded to Summon JOHN G. CLARK

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

JOHN G. CLARK

, Defendant

by THE FIRST NATIONAL BANK OF MOBILE, ALABAMA, A CORPORATION

, Plaintiff

Witness my hand this 3rd day of December 1948

Alicia J. Luck

, Clerk.

RECORDED

No. 1275

Page _____

THE STATE of ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

The First National Bank of

Mobile, Alabama

Plaintiffs

vs.

John G. Clark

Defendants

SUMMONS and COMPLAINT

Filed Dec. 3, 1948

ALICE J. DUCK Clerk

A. H. Whiting

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co.

Defendant lives at

Near Spanish Fort

RECEIVED IN OFFICE

Dec 3, 1948

Taylor Wilkins, Sheriff

I have executed this summons

this Dec 7, 1948
by leaving a copy with

John G. Clark

Taylor Wilkins Sheriff

H. F. Hall Deputy Sheriff

No.

Mobile, Ala.,

3-18-48

Twelve Months AFTER DATE, WITHOUT GRACE I PROMISE TO PAY TO THE ORDER OF

THE FIRST NATIONAL BANK OF MOBILE

Four hundred Seventeen & 96/100 \$ 417.96 DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE

FIRST NATIONAL BANK IN MOBILE, ALABAMA.

THERE HAS BEEN DEPOSITED AND PLEDGED AS COLLATERAL SECURITY FOR THE PAYMENT OF THIS NOTE, OR ANY OTHER LIABILITY OR LIABILITIES OF THE UNDERSIGNED TO THE OWNER THEREOF, WHETHER THE SAME BE NOW EXISTING, OR HEREAFTER CONTRACTED, NOW DUE, OR HEREAFTER TO BECOME DUE, THE FOLLOWING PROPERTY, BELONGING TO THE UNDERSIGNED, TO-WIT:

Secured by 1939 Mercury
H. Dean Selan

And full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, or in the event the undersigned fail or refuse to make any deposit as hereinafter required and the holder hereof declares this note immediately due and payable, at any time or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if any attorney is employed, or consulted, second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt, which the undersigned may now or hereafter owe to the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains the same shall be paid to the undersigned.

To further secure the payment of the indebtedness evidenced by this note, the undersigned agree and bind themselves to deposit in THE FIRST NATIONAL BANK OF MOBILE, in Mobile, Alabama, in a special account to be designated "Loan Security Account"

of the undersigned, \$ 34.85 per month on the 20 day of each month for 12 consecutive months, the first deposit to be made on Apr 30, 1948. Said account is hereby pledged to and shall secure the payment of this loan, and the funds deposited therein shall not be subject to withdrawal, voluntary or involuntary, without the payment of this note.

Said bank agrees to pay to the undersigned interest on said special account at the rate of 7% per annum, computed from the due date of each deposit, (provided such deposit is made on or before the due date), to the maturity date of this note, provided that interest shall not begin to accrue on any deposit made after its due date until the 1 day of the month in which the deposit is made, or if the deposit is made after that day, until that day of the following month. As often as the making of any such deposit may be delayed beyond the day as herein agreed to be made, the undersigned promise to pay to the holder hereof, at or before the next successive deposit date, an amount calculated at the rate of five cents per one dollar of each such delayed deposit, and to make such payments for the purpose of defraying the expense of following up and handling the said delinquent payments.

If the undersigned fail or refuse to make any such deposit, as herein provided, then, at the option of the holder of this note, the same shall become immediately due and payable, and said bank, if it is at the time this note is declared due and payable the holder hereof, shall apply, without notice to us, the amount of the special account as a payment hereon. If this note at the time of said default shall be in the hands of a holder other than said bank, then we order and direct said bank upon such default and upon the holder of this note declaring this note immediately due and payable, to pay without notice to us the amount of the funds in said special account to said holder upon his demand. If after the application of the funds in said special account on the payment of this note there shall remain any further amount due hereon, the undersigned agree to pay the same immediately to the holder hereof.

Should this note be not paid at maturity, the bank may, without notice to us, apply the funds in said special account to the payment hereof; and in the event this note shall then be in the hands of a holder other than said bank, said bank is ordered and directed to pay, without notice to us, said funds to the holder hereof upon his demand.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself severally agrees (a) to pay this note, and (b) to pay interest from the date of maturity ("Maturity" shall include in its definition the date the note is declared by the holder thereof to be due and payable upon default, as herein provided) at the rate of eight per cent per annum until paid. Each of said parties waives, as to this debt, all rights 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.

ADDRESS:

Rt # 1
Do Phue, Ala.
Hwy 31 - 2.7 miles from Spanish Fort.
Works - Idle Fleet - 2 or three houses.

The undersigned endorsers each for himself hereby severally agrees: (a) to assume the obligations of the makers of said note; (b) to pay this note; (c) to pay interest thereon at the rate of eight per centum per annum unless otherwise expressly stipulated hereon, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (d) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties 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.

Filed

1-12-49

Wm. J. Neuch
Clerk

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW.

NO. 1275

THE FIRST NATIONAL BANK OF
MOBILE, A CORPORATION,

PLAINTIFF,

vs.


JOHN G. CLARK,

DEFENDANT.

Now comes the Plaintiff above named, by their Attorney of Record, and shows 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 (30) days has expired and the Defendant has entered no appearance; that since the filing of suit herein, no sum or amount has been paid by the Defendant on account of the debt sued for, leaving due and unpaid the principal sum of \$243.81, plus interest at 8% per annum to date, in the amount of \$6.25.

WHEREFORE, the premises considered, the Plaintiff moves for a judgment by default against the Defendant and in favor of the Plaintiff, on the promissory note hereto attached, upon which note suit was brought in the sum of \$243.81, principal balance, plus interest on said sum from date of note at the rate of 8% per annum, amounting to \$6.25, plus a reasonable attorney's fee as provided by said note in the sum of \$50.00, aggregating the sum of \$300.06, besides costs of court herein, together with waiver of exemptions as to personal property under the Laws and Constitution of Alabama.

So moved, this 11th day of January, 1949.


A. S. WHITING, ATTORNEY FOR PLAINTIFF,
602 Annex, First National Bank Bldg.,
Mobile, Alabama.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW.

NO. 1275

THE FIRST NATIONAL BANK OF
MOBILE, A CORPORATION,

PLAINTIFF,

vs.

JOHN G. CLARK,

DEFENDANT.

RECORDED

Now comes the Plaintiff above named, by their Attorney of Record, and shows 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 (30) days has expired and the Defendant has entered no appearance; that since the filing of said herein, no sum or amount has been paid by the Defendant on account of the debt sued for, leaving due and unpaid the principal sum of \$243.81, plus interest at 8% per annum to date, in the amount of \$6.25.

WHEREFORE, the premises considered, the Plaintiff moves for a judgment by default against the Defendant and in favor of the Plaintiff, on the promissory note hereto attached, upon which note suit was brought in the sum of \$243.81, principal balance, plus interest on said sum from date of note at the rate of 8% per annum, amounting to \$6.25, plus a reasonable attorney's fee as provided by said note in the sum of \$50.00, aggregating the sum of \$300.06, besides costs of court herein, together with waiver of exemptions as to personal property under the laws and Constitution of Alabama. So moved, this fifth day of January, 1943.

A. S. WHITING, ATTORNEY FOR PLAINTIFF,
603 Annex, First National Bank Bldg.,
Mobile, Alabama.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA. AT LAW.

NO. 1275

THE FIRST NATIONAL BANK OF
MOBILE, A CORPORATION,

PLAINTIFF,

vs.


JOHN G. CLARK,

DEFENDANT.

Now comes the Plaintiff above named, by their Attorney of Record, and shows 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 (30) days has expired and the Defendant has entered no appearance; that since the filing of suit herein, no sum or amount has been paid by the Defendant on account of the debt sued for, leaving due and unpaid the principal sum of \$243.81, plus interest at 8% per annum to date, in the amount of \$6.25.

WHEREFORE, the premises considered, the Plaintiff moves for a judgment by default against the Defendant and in favor of the Plaintiff, on the promissory note hereto attached, upon which note suit was brought in the sum of \$243.81, principal balance, plus interest on said sum from date of note at the rate of 8% per annum, amounting to \$6.25, plus a reasonable attorney's fee as provided by said note in the sum of \$50.00, aggregating the sum of \$300.06, besides costs of court herein, together with waiver of exemptions as to personal property under the Laws and Constitution of Alabama.

So moved, this 11th day of January, 1949.


A. S. WHITTE, ATTORNEY FOR PLAINTIFF,
602 Annex, First National Bank Bldg.,
Mobile, Alabama.

ALMUR S. WHITING
ATTORNEY AND COUNSELOR AT LAW
602 ANNEX FIRST NATIONAL BANK
MOBILE 5, ALABAMA

Jan. 11, 1949

P. O. BOX 988

TELEPHONES:
OFFICE: 2-0922
RESIDENCE: 6-6226

Hon. Alice C. Duck,
Circuit Clerk,
Bay Minette, Ala.

Dear Mrs. Duck:-

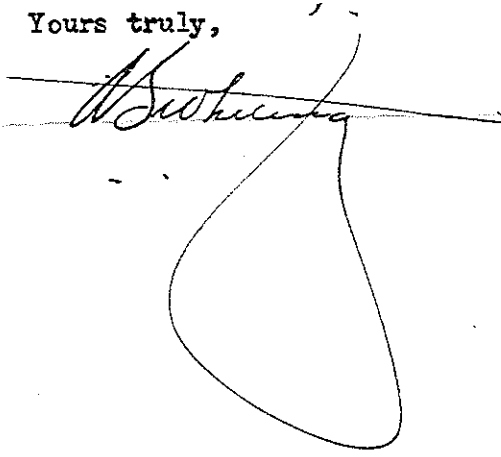
Re: First National Bank of Mobile vs. John G. Clark.

Enclosed herewith, please find ^{Motion} ~~notation~~ for judgment by default
in the above matter, together with the promissory note sued on.

Will you please be so kind as to present this to the Circuit Judge
at the earliest opportune time, and oblige,

Yours truly,

ASW/be
Enclosures.

A large, stylized handwritten signature, likely of Almur S. Whiting, is written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that loops back under the main body of the name.

ALMUR S. WHITING
ATTORNEY AND COUNSELOR AT LAW
602 ANNEX FIRST NATIONAL BANK
MOBILE 5, ALABAMA

TELEPHONES:
OFFICE: 2-0922
RESIDENCE: 6-6226

P. O. BOX 988

December 2nd, 1948.

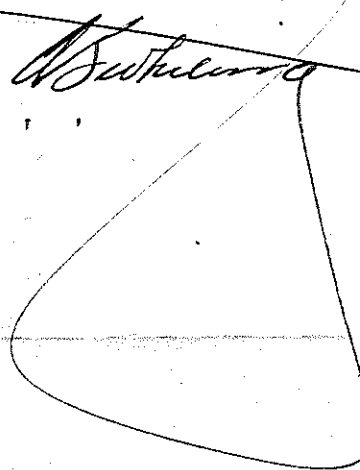
Clerk of Circuit Court,
Bay Minette, Alabama.

Dear Madam:

Re: The First National Bank of Mobile, Ala. versus
John G. Clark.

Enclosed please find original and copy of complaint in above matter,
which we ask that you please docket, with delivery of process to your
Sheriff for appropriate attention. Would you please be so kind as to
advise us of the date of service of process on the defendant?

Yours truly,

A handwritten signature in dark ink, appearing to read 'Almur S. Whiting', is written over a horizontal line. Below the signature is a large, loopy, handwritten flourish or mark.

enc.
w.

NO 1275'

The First National Bank
of Mobile

vs.

John B. Clark

Suit on Promissory Note

Filed 12-3-48

A. W. Whitney

1275