

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA, }
Baldwin County }

CIRCUIT COURT, August Term, 1949.

FIRST NATIONAL BANK OF MOBILE

Plaintiff

Vs.

I. C. TIMNEY & EVELYN TIMNEY

Defendant

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 27 day of August, 1949,

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

FIRST NATIONAL BANK OF MOBILE

was Plaintiff and I. C. TIMNEY & EVELYN TIMNEY

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of \$338.14

DOLLARS

and for the sum of \$9.75 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 27 day of August, 1949

Clerk, Circuit Court, Baldwin County, Alabama.

CERTIFICATE OF JUDGMENT

....., Plaintiff...

Vs.

....., Defendant...

PROPERTY IMPROVEMENT LOAN NOTE

4489

Mobile, Ala.,

June 3 1947

CONLEY CONSTRUCTION CO.

We promise to pay to the order of

Six thirty two and 52/100 SOUTH CONCEPTION ST

Dollars \$ 632.52

550.00

for value received. Payable at THE FIRST NATIONAL BANK, Mobile, Alabama.

In 36 installments of \$ 17.57 payable on 10 of each consecutive month, beginning July 1947 after date without grace and balance of \$ payable.

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.

Address

Address

X L G Timney
X Evelyn Timney

PAY TO THE ORDER OF
FIRST NATIONAL BANK,

Mobile, Alabama.

WITHOUT RECOURSE

EXCEPT THAT THE UNDERSIGNED ENDORSER WARRANTS THAT ALL ARTICLES AND MATERIALS CONTRACTED FOR HAVE BEEN FURNISHED AND INSTALLED AND ALL WORK FULLY COMPLETED WHICH CONSTITUTES THE ENTIRE CONSIDERATION FOR WHICH THIS NOTE WAS EXECUTED AND DELIVERED BY THE MAKER.

CONLEY CONSTRUCTION CO.

100 SOUTH CONCEPTION ST.

BY *H. H. Conley*

TITLE *owner*

LOAN SECURITY ACCOUNT

DATE DUE	AMT. DUE	DATE PAID	BALANCE
			\$632.52
Jan. 10, '47	✓ 17.57	AUG 2 1947	614.95
Feb. 10, '47	✓ 17.57	SEP 2 9 1947	597.38
Mar. 10, '47	✓ 17.57	SEP 2 9 1947	579.81
Apr. 10, '47	✓ 17.57	NOV 1 8 1947	562.24
May 10, '47	✓ 17.57	NOV 1 7 1947	544.67
Jun. 10, '47	✓ 17.57	NOV 1 7 1947	527.10
Jul. 10, '47	✓ 16.00	SEP 2 1 1948	511.10
Aug. 10, '47	✓ 15.00	MAR 3 0 1948	509.53
Sep. 10, '47	✓ 10.00	APR 1 8 1948	489.53
Oct. 10, '47	✓ 10.00	APR 2 1 1948	481.78
Nov. 10, '47	✓ 10.00	MAY 1 8 1948	471.78
Dec. 10, '47	✓ 10.00	MAY 2 6 1948	466.78
Jan. 10, '48	✓ 10.00	JUN 8 1948	446.78
Feb. 10, '48	✓ 15.00	JUN 2 2 1948	431.78
Mar. 10, '48	✓ 15.00		

DEALERS INSTALLMENT LOANS

Form 550 A

Phone 5303

Fairhope

Loan No. 4489

Amount \$ Louis Carnley

Name L. C. Tinney

Gaston Ave., Fairhope, Ala.

Account CONLEY CONSTRUCTION COMPANY

DATE DUE	AMT. DUE	DATE PAID	BALANCE
Sen. 10, '48	15.00	JUL 2 0 1948	416.78
Oct. 10, '48	10.00	AUG 4 1948	406.78
Nov. 10, '48	10.00	AUG 1 8 1948	396.78
Dec. 10, '48	10.24		386.26
Jan. 10, '49	17.57		298.69
Feb. 10, '49	17.57		281.12
Mar. 10, '49	17.57		263.55
Apr. 10, '49	17.57		245.98
May 10, '49	17.57		228.41
Jun. 10, '49	17.57		210.84

LOAN SECURITY ACCOUNT

DATE DUE	AMT. DUE	DATE PAID	BALANCE
Jul. 10, '49	\$17.57		\$193.27
Aug. 10, '49	17.57		175.70
Sep. 10, '49	17.57		158.13
Oct. 10, '49	17.57		140.56
Nov. 10, '49	17.57		122.99
Dec. 10, '49	17.57		105.42
Jan. 10, '50	17.57		87.85
Feb. 10, '50	17.57		70.28
Mar. 10, '50	17.57		52.71
Apr. 10, '50	17.57		35.14
May 10, '50	17.57		17.57
Jun. 10, '50	17.57		.00

<i>Partial Pmt 10-5-48</i>		<i>10.00</i>	<i>Bal Due 306.78</i>
<i>" " 10-10-48</i>		<i>6.00</i>	<i>300.78</i>
Loan No.		Amount \$	
Name			
Account			
DATE DUE	AMT. DUE	DATE PAID	BALANCE
<i>Partial Pmt 10-5-48</i>	<i>10.00</i>		<i>306.78</i>
<i>10-11-48</i>	<i>6.00</i>		<i>300.78</i>
<i>10-27-48</i>	<i>5.00</i>		<i>295.78</i>
<i>11-10-48</i>	<i>9.00</i>		<i>286.78</i>
<i>12-2-48</i>	<i>50.00</i>		<i>236.78</i>
<i>2-17-49</i>	<i>17.74</i>		<i>219.04</i>
<i>4-6-49</i>	<i>5.00</i>		<i>214.04</i>
		<i>Final Bal Due 5-2-49</i>	

FIRST NATIONAL BANK

Mobile, Alabama

Box 368

This application is submitted to obtain credit from the dealer named for the property improvement described below:

Name L. C. Timney Age 35 Single ☒ Married ☐ No. of Dependents 1
Address 312 Gaston Ave. Fairhope Phone No. 5303 How long at present address 6 (Yrs. or Mos.)
Previous address _____ How long at previous address _____ (Yrs. or Mos.)
(If less than 2 years at present address)

EMPLOYMENT OR BUSINESS

Employed now by (Firm) Betson Construction Co. B'ham Phone No. _____
(If in business for self, state "self") (Full business address)
Kind of business Operating Engineer Your position _____ Dept. or Badge No. _____ How long employed here 1 (Yrs. or Mos.)
Salary or net income from business \$ 90 per week Other income \$ _____ Source of other income _____
Previously employed by (Firm) Brookley Field - Crane Operator How long there 6 (Yrs. or Mos.)
(If less than 2 years at present employment) Automotive Operator

REFERENCES

Bank references: Name 1st Nat. Bk. Fairhope Branch _____ Name _____ Branch _____
Charge accounts Fairhope gas and market
or
Trade references (Name and address) _____

DEBTS [List fixed obligations, instalment accounts, mortgages and debts to banks, finance companies and government agencies (if None state "None")]

To Whom Indebted (Name)	Describe Debts (If Mortgage or Improvement Loan, Give Property Address)	Date Incurred	Present Balance	Monthly Payment Including Interest	Amount Past Due
	<u>Mr. V. Yermander</u>		<u>\$1600.00</u>	<u>\$25.00</u>	
	<u>Fairhope</u>				

PROPERTY TO BE IMPROVED

Address (If Same as Address of Applicant, enter "Same") _____ Type _____
(Street) (City) (County) (State) (House, apartment, store, farm, etc.)
FILL IN ONE L. C. & Evelyn Timney Date Purchased 1944 Price Paid \$ 1600.00
Is Owned By _____ (Give name of title holder)
Is Being Bought On Contract _____ Contract Dated _____ Original Amount \$ _____
(Give name of contract buyer)
Is rented _____ Lease expires _____
(Give name of lessee) (Month) (Day) (Year)
Rent per month \$ _____
(Landlord's name) (Address)

DESCRIPTION OF PROPERTY IMPROVEMENTS

Describe Each Improvement Planned	Estimated Cost	Total Cost or Cash Price
<u>New Roof - felt + paper two</u>	<u>\$250.00</u>	<u>\$550.00</u>
<u>Rooms - Chert rock + paper</u>		<u>Less Down Payment</u>
<u>Kitchen</u>		<u>Equals Unpaid Balance</u>
		<u>(Net Credit Required Exclusive of Finance Charges) \$ 550.00</u>
		Number of Months <u>36</u>

Dealer's Name Bonley Construction Co. X Signed L. C. Timney (L.S.)
Address 1100 S. Conception X Signed Evelyn Timney (L.S.)

W 135-2

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Pearl L. Duncan, a Notary Public in and for said County in said State, personally appeared C. G. Chason, who is known to me, and who after being by me first duly and legally sworn, deposes and says under oath as follows:

That his name is C. G. Chason; that he is over the age of twenty-one years and a licensed practicing attorney at law in Baldwin County, Alabama; that he is the attorney for the First National Bank of Mobile, a corporation, in a suit on a Promissory Waive Note in which L. C. Timmey and Evelyn Timmey are defendants; that as a part of this note, the makers, who are the defendants in this case, agreed to pay all costs of collecting, including a reasonable attorney's fee; that there is due under said note \$294.04; that affiant is familiar with legal fees allowed to attorneys for collection and that the amount of \$44.10 claimed as legal fees in said suit is a reasonable attorney's fee in this matter.

C. G. Chason
Affiant

Sworn to and subscribed before me,
a Notary Public, on this the 22
day of August, 1949.

Pearl L. Duncan
Notary Public, Baldwin County
State of Alabama

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT LAW SIDE●

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon L. C. Timney and Evelyn Timney to appear within thirty (30) 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 First National Bank of Mobile, Alabama, a Corporation.

Witness my hand on this 17th day of May, 1949.

Wesley J. Alcock
Clerk

COMPLAINT

FIRST NATIONAL BANK OF
MOBILE, ALABAMA, A CORPORATION,

Plaintiff

-vs-

L. C. TIMNEY AND EVELYN TIMNEY

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

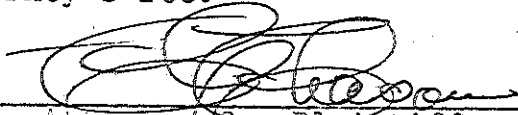
The Plaintiff claims of the Defendants \$294.04 due by Promissory note made by them on the 3rd day of June 1947, and payable in installments of \$17.57 on the 10th day of each successive month, beginning with July, 1947, which said note was payable to the order of the Conley Construction Company and regularly and duly endorsed without recourse to the Plaintiff.

The Plaintiff avers that in and by the terms of said note default for a period of 15 days; does at the option of the holder of said note, make the whole of said principal sum, immediately due and payable.

The Plaintiff avers that in and by the terms of said note the Defendants 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.

page two

Plaintiff avers that in and by the terms of said note the Defendants agreed to pay all cost of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, and Plaintiff further claims of the Defendants the further and additional sum of Forty-four Dollars and ten cents (\$44.10) as such reasonable attorney's fee.


Attorney for Plaintiff

Defendants believed to reside
at Gaston Avenue, Fairhope,
Alabama

Received
this 11 day of May, 1949
TAYLOR WILKINS, Sheriff

m1352

COMPLAINT

First National Bank of Mobile,
Alabama, a Corporation,

Plaintiff

vs:

L. C. Timney and Evelyn Timney,

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALA.

LAW SIDE

FILED

MAY 17 1949

ALICE J. DUCK, Clerk

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

5-18 1949
copy of within Summons and
Complaint on

L. C. Timney
Evelyn Timney

Taylor Wilkins Sheriff
By 1st 7/10/49 Deputy Sheriff

1352

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

20 August 1949

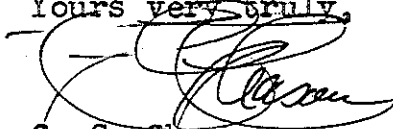
Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Ala.

Dear Mrs. Duck:-

Enclosed herewith are affidavits concerning the amount due and attorney's fees in two suits. Please ask Judge Mashburn to reduce these to judgment and deliver to Taylor for execution. The Timmey lives on Gaston Avenue in Fairhope and will pay the judgment in installments. Thomas is still residing at Gulf Shores and has in his possession a number of horses on which I believe we can levy.

Please issue a subpoena to Marion Wilkins as a witness for the respondents in the case of Wood vs. Keith which is to be heard on Monday, August 29th.

Yours very truly,


C. G. Chason

CGC:lu

Encl:

cc: Taylor Wilkins,
Sheriff,
Bay Minette, Ala.