

1630

THE FIRST NATIONAL BANK OF
OPELIKA,

Plaintiff,

vs.

GEO. T. INGRAM,

Defendant.

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

MOTION FOR JUDGMENT BY DEFAULT:

Comes the Plaintiff in the above styled cause, acting by and through its Attorneys of record, Chason & Stone, and files this its motion for a judgment by default in said cause and shows unto this court that personal service was had upon the Defendant in said cause on April 10, 1951, and more than thirty days having elapsed since service was had the defendant has failed to plead, answer or demur to the Complaint filed in said cause.

THE FIRST NATIONAL BANK OF OPELIKA

By: John DeLoach
As its Attorneys of Record.

TO THE HONORABLE CLERK OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
AT
MONTICELLO, ALABAMA
GEO. T. INGRAM
Plaintiff
BY CHASON & STONE
ATTORNEYS OF RECORD
MONTICELLO, ALABAMA
APR 11 1951
FILED

RECORDED

MOTION FOR JUDGMENT BY DEFAULT

THE FIRST NATIONAL BANK OF
OPELIKA,

Plaintiff,

vs.

GEO. T. INGRAM,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

Filed: May 28th, 1951.

Jeffrey A. Madsberry, Jr.
~~Clk.~~
Judge.

RECORDED
INDEXED
MAY 29 1951
BALDWIN COUNTY, ALABAMA

NO. 10000
BALDWIN COUNTY, ALABAMA

MOTION FOR JUDGMENT BY DEFAULT

THE FIRST NATIONAL BANK OF OPELIKA, ALABAMA, PLAINTIFF,
VERSUS
GEO. T. INGRAM, DEFENDANT.
MOTION FOR JUDGMENT BY DEFAULT.
WHEREAS the defendant has failed to answer the complaint filed by the plaintiff and has failed to appear in court to defend himself and his estate;
AND WHEREAS the plaintiff has shown that the defendant is indebted to the plaintiff for the sum of \$100.00;
AND WHEREAS the plaintiff has shown that the defendant has failed to pay the same;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the promissory note in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the check in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the draft in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the order in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the receipt in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the acknowledgment in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the release in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the quitclaim in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the deed in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the mortgage in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the lease in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the license in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the easement in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of way in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of eminent domain in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of redemption in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of preemption in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of purchase in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of accretion in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of reversion in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of survivorship in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of dower in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of curtesy in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of usufruct in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of habitation in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of usufruct in favor of the plaintiff;
AND WHEREAS the plaintiff has shown that the defendant has failed to execute the right of habitation in favor of the plaintiff;

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 Geo. T. Ingram 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 The First National Bank of Opelika, Alabama.

Witness my hand this 24th day of March, 1951.

David L. ...
Clerk.

COMPLAINT:

THE FIRST NATIONAL BANK
OF OPELIKA,

Plaintiff,

vs.

GEO. T. INGRAM,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

COUNT ONE:

The Plaintiff claims of the Defendant Seven Hundred Dollars (\$700.00) due by Promissory Note made by him on the 23rd day of June, 1950, and payable on the 23rd day of September, 1950, with interest thereon, which sum of money is still unpaid.

The Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting, or securing, or attempting to collect or secure said note, including a reasonable attorneys fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendant the further and additional sum of One Hundred Fifty Dollars (\$150.00) as such reasonable attorney's fee.

The Plaintiff further avers that in, by and as a part of said note the Defendant waived as to this debt or any renewal there-

of, all rights to exemption under the Constitution and Laws of Alabama as to personal property and of this waiver the Plaintiff now claims the benefit.

CHASON & STONE

By: *John Chason*
Attorneys for Plaintiff.

Received in Sheriff's Office
this 24 day of Mar 1951
TAYLOR WILKINS, Sheriff

Executed 4-10 1951
by serving copy of within Summons and
Complaint on

Geo. T. Ingram

Taylor Wilkins Sheriff

By Edling Stead Deputy Sheriff

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SUMMONS AND COMPLAINT

THE FIRST NATIONAL BANK OF
OPELIKA,

Plaintiff,

vs.

GEO. T. INGRAM,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

Filed: March 24, 1951.

Archie J. Bennett
Clerk.

LAW OFFICES
HYBART, CHASON & STONE
BAY MINETTE, ALABAMA