

SUMMONS and COMPLAINT

THE STATE OF ALABAMA  
BALDWIN COUNTY

NO. 1505  
CIRCUIT COURT OF  
BALDWIN COUNTY  
\_\_\_\_\_ TERM, 1950

TO ANY SHERIFF OF THE  
STATE OF ALABAMA:

You Are Hereby Commanded to Summon JURDEN AUTRY  
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  
JURDEN AUTRY, Defendant, by THE BANK OF FAIRHOPE, a corporation,  
Plaintiff.

Witness my hand this 12<sup>th</sup> day of June, 1950

Reich. Luck  
Clerk.

THE BANK OF FAIRHOPE,  
a corporation

JURDEN AUTRY

-vs-

Plaintiff

Defendant

Plaintiff claims of the Defendant TWO HUNDRED SIXTY  
and 50/100 (\$260.50) DOLLARS due by promissory note made by him on  
to-wit, the second day of August, 1949, and payable on the seven-  
teenth day of December, 1949, with interest thereon. And Plaintiff  
says that the Defendant, on the said note, and as apart thereof, did  
waive all right of exemption as to personal property, and did agree,  
in event said notes be not paid at maturity, to pay all costs of col-  
lection, including a reasonable attorney's fee; and Plaintiff alleges  
that Fifty Dollars (\$50.00) is a reasonable fee for the services of  
~~its attorneys in suit on said note, and accordingly, claims said fee,~~  
in addition to the principal and interest aforesaid.

RICKARBY & RICKARBY

By

E. L. Rickarby

Received in Sheriff's Office  
this 7 day of June 1950  
TAYLOR WILKINS, Sheriff

NO 1505

Entered June 6 1950  
by Jurden Aubrey copy of within Summons and  
Complaint on

RECORDED

Taylor Wilkins Sheriff  
By H. F. Hall Deputy Sheriff

THE BANK OF FAIRHOPE,  
a corporation, Plaintiff  
-vs-  
JURDEN AUBRY, Defendant

SUMMONS and COMPLAINT

FILED

JUN 11 1950

ALICE J. DUCK, Clerk

last lives in Belforest

In addition to the principal and interest aforesaid.

WILLIAM S. FLORENA

BY W. S. Florena

That said Dollars (\$20.00) is a reasonable fee for the services of  
counsel, including a reasonable attorney's fee; and Plaintiff alleges  
in event said notes be not paid at maturity, to pay all costs of col-  
lection and expenses to personal property and all other  
costs that the Defendant, on the said note, and so that Plaintiff did  
receive on or December, 1949, with interest thereon, and Plaintiff  
to wit, the second day of August, 1949, and payable on the tenth  
and thirtieth (25th-20) Dollars and 50 Cents and one hundred and  
thirty cents of the Defendant and Plaintiff and Plaintiff

A CORPORATION  
THE BANK OF FAIRHOPE,

Plaintiff

Defendant

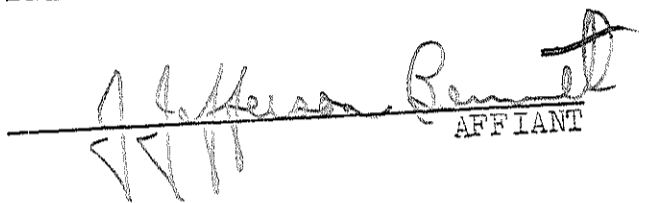
SUMMONS and COMPLAINT

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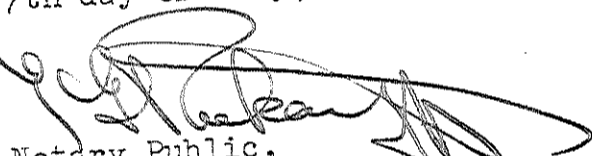
JUN 11 1950

STATE OF ALABAMA  
COUNTY OF BALDWIN

Before me, the undersigned Notary Public, personally appeared J. JEFFERSON BENNETT, who, after being duly sworn, deposes and says that he is an attorney at law and practices in Baldwin County, Alabama, and that a fee of eighteen per cent (18%), or \$48.31 is a reasonable fee for the attorney for the Plaintiff on a suit on a promissory note where the amount claimed is \$268.31, in Baldwin County, at this time.

  
AFFIANT

Subscribed and sworn to  
before me on this the  
7th day of July, 1950.

  
Notary Public,  
Baldwin County, Alabama

RECORDED

FILED

JUL 10 1950

ALICE J. DUCK, Clerk

LAW OFFICES

RICKARBY & RICKARBY

ELLIOTT G. RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

30 May 1950

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

Dear Mrs. Duck:

THE BANK OF FAIRHOPE vs JURDEN AUTRY:

With this we are handing you Summons and Complaint  
in the above mentioned matter. The Defendant's  
address is Daphne, Alabama and he lives on the  
Bellforest Road.

Please issue process at once.

Yours very truly

RICKARBY & RICKARBY

By



EGR, Jr.:M

767

Enc.

CC: The Bank of Fairhope

no 1505-

The Bank of Fairhope  
of a corp.

vs.

Jordan Antry

on account-

filed 6-1-50

Rickards

ELLIOTT G. RICKARBY

LAW OFFICES

RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

7 July 1950

R e g i s t e r e d

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

Dear Mrs. Duck:

THE BANK OF FAIRHOPE -vs- JURDEN AUTRY:

In this case, we hand you original promissory note, affidavit of attorney's fees verified by J. Jefferson Bennett, Esq., and request that you have the Judge enter judgment by default for us with waiver of exemptions, as follows:

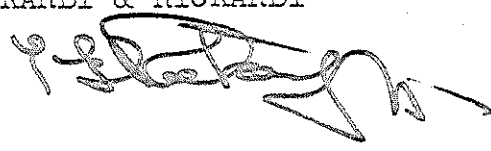
Principal	\$	260.50
Interest from 12/17/49		
to 6/17/49		7.81
		-----
		268.31
Attorney's fee		48.31
		-----
Judgment with	\$	316.62
waiver of exemptions		

We will appreciate your handling this at once.

Yours very truly,

RICKARBY & RICKARBY

By



EGR, Jr.:M  
CC: The Bank of Fairhope  
767  
Enc. - 2

268 31  
15-  
134153-  
26831  
40.2465-

*6 weeks*

**BANK OF FAIRHOPE**

\$ 260.50

INTEREST PAID TO 12-17-49  
November 2, 1949

FAIRHOPE, ALA., August 2, 1949

\$

order of BANK OF FAIRHOPE,  
Two Hundred Sixty and 50/100

*incl 12-23*

after date, without grace, I or We promise to pay to the

For value received. Payable at the BANK OF FAIRHOPE, Fairhope, Alabama. \_\_\_\_\_ DOLLARS

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, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property 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, 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.

Witness \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_ this, the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

ATTEST \_\_\_\_\_

1177

*Jurden Autry*

(Seal)

(Seal)

Jurden Autry, RFD, Daphne, Ala.  
a

The undersigned endorser assumes the contract shown by the face of this note.

ENDORSER

NO.

MAKER

ADDRESS

[illegible]