

SUMMONS and COMPLAINT

THE STATE OF ALABAMA

BALDWIN COUNTY

No.

1514

CIRCUIT COURT OF

BALDWIN COUNTY

TO ANY SHERIFF OF THE
STATE OF ALABAMA:

TERM, 1950

You Are Hereby Commanded to Summon FREEMON BONNER, KERMIT MITCHELL and QUITMAN MITCHELL 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 FREEMON BONNER, KERMIT MITCHELL and QUITMAN MITCHELL, Defendants, by THE BANK OF FAIRHOPE, a corporation, Plaintiff.

Witness my hand this 16th day of June, 1950.

Reid J. Smith
Clerk of the Circuit Court.

THE BANK OF FAIRHOPE,
a corporation,

- vs -

FREEMON BONNER,
KERMIT MITCHELL and
QUITMAN MITCHELL,

Plaintiff

Defendants

Plaintiff claims of the Defendants One Thousand Four Hundred Seventy-seven and 29/100 Dollars (\$1,477.29) due by promissory note made by them on to-wit, the 24th day of March, 1947, and payable Seventy Dollars (\$70.00) on May 1, 1947 and a like amount on or before the first day of each month thereafter for a total of twenty-three months with a final payment of Twenty-two and 29/100 Dollars (\$22.29) on or before the first day of the twenty-fourth month hereafter, the original face amount of this promissory note being One Thousand Six Hundred Thirty-two and 29/100 Dollars (\$1632.29) on which payments totaling One Hundred Fifty-five Dollars (\$155.00) have heretofore been made by the said Defendants reducing the note to the amount here sued on.

And Plaintiff says that the Defendants, on the said note, and as a part 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 collection, including a reasonable attorney's fee; and Plaintiff alleges that Two Hundred and Fifty Dollars (\$250.00) 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. G. RICKARBY, JR.
Attorneys for the Plaintiff

FILED
NOV 10 1930
U.S. DISTRICT COURT
SOUTHERD DISTRICT OF NEW YORK

And Plaintiff says that the Defendants, on the said note, and as a part 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 collection, including a reasonable attorney's fee; and Plaintiff alleges that two hundred and fifty Dollars (\$250.00) 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 thereon.

WICKARBY & WICKARBY

By 
E. G. WICKARBY, JR.
Attorneys for the Plaintiff

said.

FILED

JUN 16 1950

ALICE J. DUCK, Clerk

PL 81 M

SUMMONS and COMPLAINT

THE STATE OF ALABAMA

BALDWIN COUNTY

NO. _____

CIRCUIT COURT OF

BALDWIN COUNTY

TO ANY SHERIFF OF THE
STATE OF ALABAMA:

_____ TERM, 1950

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Witness my hand this 16th day of June, 1950.

Res. J. H. H. H. H.
Clerk of the Circuit Court.

THE BANK OF FAIRHOPE,
a corporation,

- vs -

FREEMON BONNER,
KERMIT MITCHELL and
QUITMAN MITCHELL,

Plaintiff

Defendants

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And Plaintiff says that the Defendants, on the said note, and as a part 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 collection, including a reasonable attorney's fee; and Plaintiff alleges that Two Hundred and Fifty Dollars (\$250.00) 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. G. RICKARBY, JR.
Attorneys for the Plaintiff

Received in Sheriff's Office
this 16 day of June 1950
TAYLOR WILKINS, Sheriff

executed July 4 1950
by serving copy of within Summons and
Complaint on

Kermit Mitchell
Quitman Mitchell

Taylor Wilkins Sheriff
Ray + Hall Deputy Sheriff

Returned 5 day of July 1950
found in my county after diligent search and in-
quiry. At to Freeman Bonner

Taylor Wilkins, Sheriff

By Ray + Hall
Deputy Sheriff

RECORDED

No. 1514

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

TERM, 1950

SUMMONS and COMPLAINT

THE BANK OF FAIRHOPE,
a corporation,

Plaintiff,

-VS-

FREEMON BONNER,
KERMIT MITCHELL and
QUITMAN MITCHELL,

Defendants

Defendants Reside In
Fairhope, Alabama

RICKARBY & RICKARBY
Attorneys for Plaintiff

FILED
JUN 16 1950

ALICE J. DUCK, Clerk

STATE OF ALABAMA:

COUNTY OF BALDWIN:

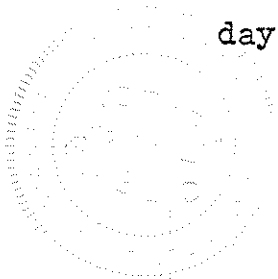
Before me, the undersigned Notary Public, personally appeared E. A. CRAMER, a practicing attorney in the Baldwin County Bar, who being first duly sworn, deposes and says that he is familiar with the charges made for attorneys fees by the attorneys of the Baldwin County, Bar, and that a fee of Ten Per Cent (10%) or ONE HUNDRED FIFTY EIGHT and 17/100 DOLLARS (\$158.17) is a reasonable fee for services rendered in the Circuit Court of Baldwin County, Alabama, on a suit on a promissory note for ONE THOUSAND THREE HUNDRED SEVEN and 29/100 DOLLARS (\$1307.29) where the matter is uncontested.

Done this the 30th day of September, 1952.


Affiant

Subscribed and sworn to before me this the 30th day of September, 1952.


Notary Public, Baldwin County, Alabama.




STATE OF ALABAMA:


COUNTY OF BALDWIN:

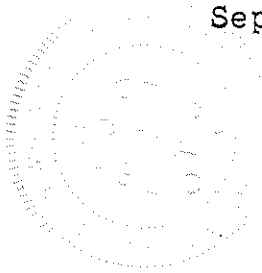
Before me, the undersigned Notary Public, personally appeared E. A. CRAMER, a practicing attorney in the Baldwin County Bar, who being first duly sworn deposes and says that he is familiar with the charges made for attorneys fees by the attorneys of the Baldwin County Bar, and that a fee of TWENTY-FIVE DOLLARS is a reasonable fee for services rendered in the Circuit Court of Baldwin County, Alabama, on a suit on a promissory note for ONE HUNDRED SEVENTY-NINE and 40/100 (\$1.79) where the matter is uncontested.

Done this the 30 day of September, 1952.


Affiant

Subscribed and sworn to before me this the 30th day of September, 1952.


Notary Public, Baldwin County, Alabama.



RECORDED


STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned Notary Public, personally

appeared _____, a _____, residing at _____, in the County of _____, State of Alabama.

County Bar, who being first duly sworn deposes and says that he is familiar with the charges made for attorneys fees by the attorneys of the Baldwin County Bar, and that a fee of TWENTY-FIVE DOLLARS is a reasonable fee for services rendered in the Circuit Court of Baldwin County, Alabama, on a writ on a promissory note for ONE HUNDRED SEVENTY-FIVE and NO/100 (\$1.75) where the matter is uncontested.

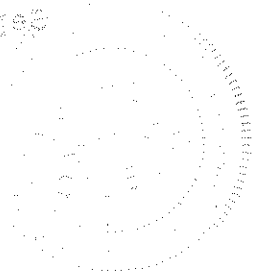
Done this 30 day of September, 1952.


Notary Public

Subscribed and sworn to before me this 30th day of

September, 1952.


Notary Public, Baldwin County, Alabama.



ELLIOTT G. RICKARBY
DECEASED

RICKARBY & RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

29 September 1952

Honorable Telfair J. Mashburn
Judge Circuit Court
Bay Minette, Alabama

Dear Judge Mashburn:

Re: Bank of Fairhope
Vs: Freeman Bonner, et al

Request judgment by default against Kermit Mitchell and
Quentin Mitchell for the following:

Principal	\$1307.29
Interest	274.47
TOTAL	<u>1581.76</u>
Attorney fee	158.17.
TOTAL	<u>\$1739.93</u>

We are herewith submitting as evidence of our request the original note and affidavit of Mr. E. A. Cramer, attorney, as to the attorneys' fees. Please also note that we are asking for judgment with waiver of exemption. The records will show that Freeman Bonner was not served. We ask that we have leave to strike him as party defendant if this is the case.

Yours very truly,



E. G. Rickarby, Jr.

R/i
245

cc: Bank of Fairhope

\$ 1632.29

FAIRHOPE, ALA., March 24, 1947 194

Schedule on reverse

AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF Bank of Fairhope

One Thousand Six Hundred Thirty Two and 29/100-----

DOLLARS

OR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, Fairhope, Ala.,

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

This note is given not as payment but as additional and collateral security to the notes hereinbelow described, that is:

A note dated April 10, 1946 in the original amount of \$2034.91
filed for record in the Probate Records of Baldwin County, Ala.,
in Mtge. Book 114 Page 81, now showing an unpaid balance of\$1271.89

A note dated August 12, 1946 in the original amount of \$300.00
filed for record in the Probate Records of Baldwin County, Ala.,
in Mtge. Book 118 Page 214, now showing an unpaid balance of\$ 213.40

Advance for repairs on truck described in first mentioned note....\$ 115.00

Interest on this extension.....\$ 32.00

\$1632.29

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

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

ATTEST

111872

Guerman Bonner (L. S.)

Kermit Mitchell (L. S.)

Quentin Mitchell

3

ADDRESS

NO.

FairhopeAKEB

5/12
5-19
6-19

[illegible]

\$ 1632.29

FAIRHOPE, ALA., March 24, 1947 194

Schedule on reverse

AFTER DATE, WITHOUT GRACE, I or WE

PROMISE TO PAY TO THE ORDER OF Bank of Fairhope

One Thousand Six Hundred Thirty Two and 29/100-----

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, Fairhope, Ala.,

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

This note is given not as payment but as additional and collateral security to the notes hereinbelow described, that is:

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Advance for repairs on truck described in first mentioned note....\$ 115.00

Interest on this extension.....\$ 32.00

\$1632.29

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

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

ATTEST

111872

Guernon Borne (L. S.)

Kermit Mitchell (L. S.)

Quentin Mitchell

LAW OFFICES

ELLIOTT G. RICKARBY

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

14 June 1950

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

Dear Mrs. Duck:

THE BANK OF FAIRHOPE -vs- FREEMON BONNER, KERMIT MITCHELL
and QUITMAN MITCHELL:

Enclosed find Original Summons and Complaint in subject
suit and three copies thereof, one for each defendant.

Please file this suit for us. Thank you.

Yours very truly

RICKARBY & RICKARBY

By



EGR, Jr.:M
Enc.
245

No 1514

The Bank of Fairhope

vs.

Freeman Bonner
Kermit Mitchell
Quinton Mitchell

Promissory Note

Filed 6-16-50

Reckard -

CARL L. BLOXHAM, REALTOR
REAL ESTATE AND INSURANCE

OFFICE TEL. WA 8-3171

BLOXHAM BUILDING
FAIRHOPE, ALABAMA

RESIDENCE TEL. WA 8-3321

"On Mobile Bay"

August 27th. 1956.

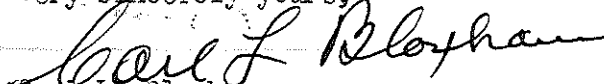
Mrs. Alice Duck,
Clerk of Circuit Court,
Bay Minette, Alabama.

Dear Mrs. Duck:

You will find enclosed a copy of an assignment of judgment, Bank of Fairhope to me, which please make the necessary entries in your records to show that I now own this judgment.

Thank you.

Very sincerely yours,


Carl L. Bloxham.

1 encl.

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

1514

REPORT OF THE

FOREST SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

REPORT OF THE

FOREST SERVICE

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UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

STATE OF ALABAMA,
COUNTY OF BALDWIN.

KNOW ALL MEN BY THESE PRESENTS that the BANK OF FAIRHOPE, a Corporation, for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED EIGHTY-THREE AND 36/100 DOLLARS (\$1,783.36) cash in hand paid by CARL L. BLOXHAM, does by these presents TRANSFER, ASSIGN and SET OVER to CARL L. BLOXHAM that certain judgment in favor of said BANK OF FAIRHOPE against FREEMAN BONNER, KERMIT MITCHELL and QUITMAN MITCHELL, rendered in the Circuit Court of Baldwin County on the 9th day of October, 1952, in the sum of ONE THOUSAND SEVEN HUNDRED THIRTY-NINE AND 76/100 DOLLARS (\$1,739.76) and costs, which judgment is recorded in the Judgment Book Number 5, on page 382, of the Probate Records of Baldwin County, Alabama.

BANK OF FAIRHOPE

BY H. G. Bishop
President

ATTESTED:

BY R. R. Teamer
Vice-President

STATE OF ALABAMA,
COUNTY OF BALDWIN.

I, E. G. RICKARBY, JR., a Notary Public in and for said County, in said State, hereby certify that H. G. BISHOP, whose name as President, and R. R. TEAMER, whose name as Vice-President, of the Bank of Fairhope, a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as President and Vice-President, as aforesaid. Given under my hand this the 25th day of August, 1956.

E. G. Rickarby, Jr.
Notary Public, Baldwin County, Ala.

E. G. Rickarby, Attorney of record for the Plaintiff in the above cause hereby certify that my lien for fees on the above judgment is hereby waived.

E. G. Rickarby
E. G. RICKARBY

151B

Filed 8-28-51
Alice French
clerk

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-28-2001 BY 60322 UCBAW/STP

THIS DOCUMENT CONTAINS INFORMATION OF A CONFIDENTIAL NATURE
AND IS NOT TO BE RELEASED OR DISCLOSED TO THE PUBLIC
OR ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN
AUTHORIZATION OF THE NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-28-2001 BY 60322 UCBAW/STP

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