

SUMMONS and COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

No. 1518
IN THE CIRCUIT COURT
BALDWIN COUNTY, ALA.
_____ TERM, 1950

TO ANY SHERIFF OF THE
STATE OF ALABAMA:

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

Witness my hand this

13th

Day of June, 1950.

W. C. RICKARBY
Clerk of the Circuit Court.

THE BANK OF FAIRHOPE,
a corporation,

Plaintiff

-vs-

JIM HOWARD,

Defendant

Plaintiff claims of the Defendant One Hundred Forty-four and 20/100 Dollars (\$144.20) due by two promissory notes made by him on to-wit: First on August 27, 1947, for \$75.00 and second on September 20, 1947 for \$127.00, totaling \$202.00, the first payable on October 27, 1947 and the second payable "On Demand", on which payments totaling Fifty-seven and 80/100 Dollars (\$57.80) have been made, leaving a balance as aforesaid. And Plaintiff says that the Defendant, on the said notes, and as parts 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 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 W. C. Rickarby
Attorneys for Plaintiff

Received in Sheriff's Office
this 15 day of June 1950
TAYLOR WILKINS, Sheriff

Executed June 17 1950
by serving copy of within Summons and
Complaint on

Jim Howard

Taylor Wilkins Sheriff
H. F. Hall Deputy Sheriff

RECORDED

70.1578

NO. 8487

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

TERM, 1950.

SUMMONS and COMPLAINT

THE BANK OF FAIRHOPE,
a corporation,

Plaintiff,

-VS-

JIM HOWARD,

Defendant

FILED
Defendant listed at 1950
Daphne, Alabama
JUN 20 1950
ALICE A. DUCK, CLERK

RICKARBY & RICKARBY
Attorneys for Plaintiff

1518

LAW OFFICES

RICKARBY & RICKARBY

ELLIOTT G. RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

8 August 1950

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

Dear Mrs. Duck:

THE BANK OF FAIRHOPE -vs- JIM HOWARD:

With this we hand you the two original notes,
the foundation of the subject suit.

Please have Judge Mashburn enter up a judgment
in the sum of \$144.20, plus attorney's fees of
\$25.00, and court costs, for us. Also, enclosed
is affidavit of Mr. J. J. Bennett regarding the
fees charged.

We thank you.

Yours very truly,

RICKARBY & RICKARBY

By 

EGR, Jr.:M

Enc. 2

CC: The Bank of Fairhope

301

LAW OFFICES

RICKARBY & RICKARBY
FAIRHOPE, ALABAMA

ELLIOTT G. RICKARBY

E. G. RICKARBY, JR.

13 June 1950

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

Dear Mrs. Duck:

THE BANK OF FAIRHOPE -vs- JIM HOWARD:

Enclosed are Summons and Complaint and copy in
subject case. Will you please file these papers.

Defendant's address is Daphne, Alabama.

Yours very truly

RICKARBY & RICKARBY

By 

EGR, Jr.:M

Enc.

301

CC: The Bank of Fairhope

NO 2487

The Bank of Fairhope
a corp.

vs.

Jimm Howard

Promissory Note
filed 6-15-50

Richard Byers

\$ 75.00

FAIRHOPE, ALA., August 27, 1947 194

October 27, 1947

AFTER DATE, WITHOUT GRACE. I or WE

PROMISE TO PAY TO THE ORDER OF BANK OF FAIRHOPE

Seventy Five and No/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:

All the cattle I own together with all increase thereof now being:

1 Black milk cow about 3 yrs. old;

1 Red heifer about 7 mos. old;

Marked split in right ear and cut in left ear. STATE OF ALABAMA, BALDWIN COUNTY

Filed Aug 28, 1947 1 P. M.

Recorded Intge book 132 page 67.

Judge of Probate

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.

(L. S.)

Jim Howard

Jim Howard

a

(L. S.)

RFD, Daphne

ADDRESS

BALANCE

[illegible]

The undersigned endorser's assume the contract shown by the face of this note.

Jim Howard

6-22-77

26

132-67

R 45- B. G. Harper

BANK OF FAIRHOPE

\$ 127.00

FAIRHOPE, ALA., Sept. 20, 1947 19__

On Demand

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

order of BANK OF FAIRHOPE,

One Hundred Twenty Seven and No/100-----

DOLLARS

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

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__

2294

Ginn + Demand (Seal)

ATTEST _____

(Seal)

ADDRESS

[illegible]