

SUMMONS and COMPLAINT

STATE OF ALABAMA

COUNTY OF BALDWIN

TO ANY SHERIFF OF THE  
STATE OF ALABAMA

NO. 1533

CIRCUIT COURT OF

BALDWIN COUNTY

You are hereby commanded to summon RACHEL WASHINGTON 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 RACHEL WASHINGTON, Defendant, by THE BANK OF FAIRHOPE, a corporation, Plaintiff.

Witness my hand this 22<sup>nd</sup> day of July, 1950.

*Dwight Leach*  
Clerk of the Circuit Court

THE BANK OF FAIRHOPE  
a corporation,

-vs-

RACHEL WASHINGTON,

Plaintiff

Defendant

The plaintiff claims of the defendant the sum of Two Hundred Sixty-four and 38/100 Dollars (\$264.38) due by note made by her on, to-wit, the 2nd day of February, 1949, and payable on the 2nd day of each consecutive month beginning March, 1949, without grace and a balance of \$8.38 payable February 25, 1951, and upon failure of maker to pay any installment as hereunder agreed and continuation of such default for fifteen days then at the option of the holder of the note, the whole of said principal sum shall immediately become due and payable. And plaintiff says that the defendant, 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 note be not paid as agreed, to pay all costs of collection, including a reasonable attorney's fee; and plaintiff alleges that Thirty-nine and 65/100 Dollars (\$39.65) is a reasonable fee for the services of its attorneys in suit on said note, and accordingly, claims said fees, in addition to the principal aforesaid.

RICKARBY & RICKARBY

By *E. G. Rickarby, Jr.*  
E. G. Rickarby, Jr.  
Attorneys for Plaintiff

RECORDED

Received in Sheriff's Office  
this 22 day of July 1950  
TAYLOR WILKINS, Sheriff

Received Aug 1 1950  
by serving copy of within Summons and  
Complaint on

Rachel Washington

Taylor Wilkins Sheriff  
H. F. Hall Deputy Sheriff

No. 1533

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY  
ALABAMA

THE BANK OF FAIRHOPE  
a corporation,

Plaintiff

-vs-

RACHEL WASHINGTON,

Defendant

Defendant lives on  
Highway 90, near  
Malbis

FILED

JUL 22 1950

ALICE I. BUCK, Clerk

RICKARBY & RICKARBY,  
Attorneys for Plaintiff

LAW OFFICES

RICKARBY & RICKARBY  
FAIRHOPE, ALABAMA

ELLIOTT G. RICKARBY

E. G. RICKARBY, JR.

21 July 1950

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

Dear Mrs. Duck:

THE BANK OF FAIRHOPE -vs- RACHEL WASHINGTON:

With this we are handing you original Summons  
and Complaint, and one copy, in subject case.  
Please issue process at once.

The defendant lives near Malbis on Route 90.

Yours very truly,

RICKARBY & RICKARBY

By



EGR, Jr.:M

Enc.

CC: The Bank of Fairhope

652

W 15.33

The Bank of Fairhope

VS.

Rachel Washington

on Note

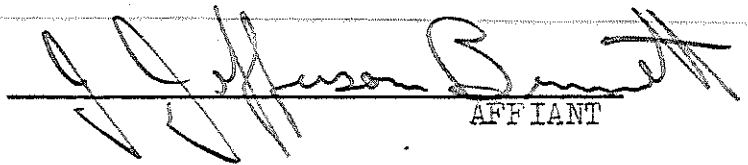
Filed 4-22-50

Richards

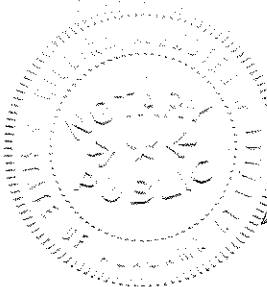
STATE OF ALABAMA

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 fifteen per cent, or \$39.65, is a reasonable fee for the attorney for the plaintiff on a suit on a promissory note where the amount claimed is Two Hundred Sixty-Four and 38/100 Dollars.

  
AFFIANT

Subscribed and sworn to  
before me on this the  
18<sup>th</sup> day of September  
1950.

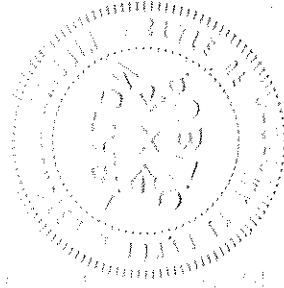




Notary Public, Baldwin  
County, State of Alabama

1533

RECORDED



FILED

SEP 19 1950

ALICE J. DUCK, Clerk

3892  
26346 I We promise to pay to the order of Bank of Fairhope Fairhope, Ala. 2 - 2 1949  
Three Hundred & Two 38 Dollars \$ 302.38  
100

for value received. Payable at THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

In 35 installments of \$ 8.40 payable on 2nd of each consecutive month, beginning March - 1949  
after date without grace and balance of \$ 8.38 payable Feb. 1951

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.

R.R. Daphne, Ala.

Address 208

x Rachel Washington

Address 873837