1641

AFFIDAVIT OF ARTHUR CORTE

THE STATE OF ALABAMA, BALDWIN COUNTY.

ARTHUR CORTE, first being duly sworn, deposes and says as follows:

My name is Arthur Corte; I am a partner in the firm of A. A. CORTE & SONS, who is plaintiff in a certain case now pending in the Circuit Court of Baldwin County, Alabama, against ROY BEESLEY. On October 26, 1947, ROY BEESLEY borrowed ONE THOUSAND & 00/100 DOLLARS (\$1,000) from the plaintiff and executed a promissory note for this amount, due and payable on November 26, 1947. Said note waives all right of exemption under the Constitution and laws of the State of Alabama, or any other state, as to personal property. Said note also provides for a reasonable attorney's fee.

No payments have been made on said note and there now remains due and payable on said note ONE THOUSAND & 00/100 DOLLARS (\$1,000) principal, plus accrued interest from date of execution to this date.

Sworn to and subscribed before me this the 29 day of June, 1951.

Alabama

AFFIDAVIT OF FOREST A. CHRISTIAN

THE STATE OF ALABAMA, BALDWIN COUNTY.

FOREST A. CHRISTIAN, first being duly sworn, deposes and says as follows:

I am a duly licensed practicing attorney of Foley, Alabama; I am familiar with the fees charged by the attorney's of the Baldwin County Bar; I was employed by A. A. CORTE & SONS to collect a promissory note in the principal amount of \$1,000.00, and said note provides for a reasonable attorney's fee, and that affiant believes that \$150.00 is a reasonable attorney's fee in this case. My Chues 1 Br

Sworn to and subscribed before me this

the 4th day of June, 1951.

Jelielly Notary Public

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AFFIDAVITS OF ARTHUR CORTE

AND FOREST A. CHRISTIAN

OF CHANGE OF THE & SONS,

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Thirth tale

PLAINTIFF

DEFENDANT

Lownorse

MOTION FOR JUDGMENT BY DEFAULT

| A. A. CORTE | & SONS, |) IN THE CIRCUIT COURT OF THE |
|-------------|-----------|---------------------------------------|
| | PLAINTIFF |)) TWENTY EIGHTH JUDICIAL CIRCUIT |
| VS: | |)) OF ALABAMA * AT LAW |
| ROY BEESLEY | DEFENDANT |)) NO. 1641 |

Comes the Plaintiff, by its attorney, and moves the Court to render Judgment by Default in the amount of ONE THOUSAND & 00/100 DOLLARS (\$1,000.00) principal, plus accrued interest at 6% per annum, for three and one-half years, which amounts to TWO HUNDRED TEN & 00/100 DOLLARS (\$210.00), for a total of ONE THOUSAND TWO HUNDRED TEN & 00/100 DOLLARS (\$1,210), plus a reasonable attorney's fee, against the Defendant.

There is attached hereto an affidavit of a competent witness, sworn to before a Notary Public.

> Mesiloz Forest D. Coristian, Attorney for Plaintiff

A. A. CORTE & SONS,

PLAINTIFF

VS:

ROY BEESLEY,

DEFENDANT

JUN 5 1951 Allee & blick, clork

NOTE AND MORTGAGE

| Dellars The secure the payment of this or any other debt we may owe the payee before this instrument is paid, I, (or we) hereby convey unto said payee, necessors and assigns, the following personal property in County, Alabama, anted to be the property of the maker and free and clear from any lien or encumbrance, viz.: County, Alabama, anted to be the property of the maker and free and clear from any lien or encumbrance, viz.: County, Alabama, anted to be the property of the maker and free and clear from any lien or encumbrance, viz.: Another and the payment of the payee before this instrument to be void, otherwise to remain in fell should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in fell payments and payments of the payee to the interest thereon or any part thereof when the payee the pay | . 401 | AND MONTONGE | |
|--|--|---|--|
| My, or our, entire crop of cotton, corn, pointoes and all farm products and all rents secreting to me or us for 18 and each succeeding year country, Alabama, anted to be the property of the maker and free and clear from any lien or encumbrance, viz.: **Country** | 000 | LOXLEY, ALA, 10-26 | 1947 |
| Dollars Me at A. A. CORTE & SONS' Office OXLEY, Ala. To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I, (or we) hereby convey unto said payee, necessors and assigns, the following personal property in South of the property of the maker and free and clear from any lien or encumbrance, viz.: County, Alabama, anted to be the property of the maker and free and clear from any lien or encumbrance, viz.: Alabama, and the property of the maker and free and clear from any lien or encumbrance, viz.: Alabama, and should make fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, as attempt remit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or of other parties or any part thereof to be sold, abused, assigned, attached, encumbered, removed may pay the manufacture of the payer of the payer, and the payer which is property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon terms, conditions and at such place or places as payed edems fit; should sale be public notice thereof, sale to be public or private upon terms, conditions and at such place or places as payed edems fit; should sale be public notice thereof, sale to be public or private upon terms, conditions and at such place or places as payed edems fit; should sale be public notice thereof, sale to be public or private upon terms, conditions and at such place or places as payed edems fit; should sale be public notice thereof, sale to be public or private upon terms, conditions and at such place or places as payed edems fit; should sale be public notice thereof, sale to be public or private upon terms, conditions and at such place or places as payed edems fit; should sale be public notice thereof, sale to be public or private upon to payee, or for retakine, however, and the balance t | Man 21 117 | • | • |
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| NESS: Roy Busley SEAL | My, or our, entire crop of cotton, corn, potatoes and all far | m products and all reats accruing to me or us for 19 | d each succeeding year |
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M.P.Co. 62270

ADDRESS

SULMONS

THE STATE OF ALABAMA, SALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

YOU ARE HEREBY COMMANDED TO SUMMON ROY BEESLEY, 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 same, then and there to answer the Complaint of A. A. CORTE & SONS.

WITNESS my hand this the 24 day of April, 1951.

COMPLAINT

A. A. CORTE & SONS,

PLAINTIFF

IN THE CIRCUIT COURT OF THE

VS:

TWENTY-EIGHTH JUDICIAL CIRCUIT

ROY BEESLEY,

OF ALABAMA - AT LAW

DEFENDAN T

The Plaintiff claims of the Defendant the sum of ONE THOUSAND & 00/100 DOLLARS (\$1,000.00), due by promissory note made by him on the 26th day of October, 1947, and due and payable November 26, 1947, with interest thereon at the rate of 6% per annum, from date until paid.

Said note waives all right to exemption under the Constitution and laws of the State of Alabama, or any other state, as to personal property.

Said note also provides for a reasonable attorney's fee, which Plaintiff alleges to be \$150.00.

Dayes Oliver H

Received in Sheriff's Office this day of Low, 190/ TAYLOR WILKINS, Sheriff

Executed 5 - 3 - 5/ By suring copy of scho within Gummon o complish on Proy Bulley

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RECORDED

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SUMMONS AND COMPLAINT

A. A. CORTE & SONS,

PLAINTIFF

Vs:

ROY BEESLEY,

DEFENDANT

IN THE CIRCUIT COURT OF THE

THENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAW

FULLEND
APR 24 1951
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FOREST A. CHRISTIAN FOLEY, ALABAMA