

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.

Arthur Corte  
Arthur Corte, Affiant

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

Forrest A. Christian  
Notary Public in and for Baldwin County,  
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.

Forrest A. Christian  
Affiant

Sworn to and subscribed before me this  
the 4th day of June, 1951.

Forrest A. Christian  
Notary Public

RECORDED

STENOGRAPHER TO THE COURT

FILED

JUN 5 1951

Alice J. Duck, Clerk

THE STATE OF VIRGINIA  
IN SENATE

SENATE COMMISSION

ARTHUR CORTE, Plaintiff, vs. ROY BEESLEY, Defendant.

ARTHUR CORTE, Plaintiff, vs. ROY BEESLEY, Defendant. The Plaintiff, Arthur Corte, is a resident of the County of Loudoun, Virginia, and the Defendant, Roy Beesley, is a resident of the County of Loudoun, Virginia. The Plaintiff, Arthur Corte, is a resident of the County of Loudoun, Virginia, and the Defendant, Roy Beesley, is a resident of the County of Loudoun, Virginia. The Plaintiff, Arthur Corte, is a resident of the County of Loudoun, Virginia, and the Defendant, Roy Beesley, is a resident of the County of Loudoun, Virginia.

**AFFIDAVITS OF ARTHUR CORTE  
AND FOREST A. CHRISTIAN**

**ARTHUR CORTE & SONS,**

**PLAINTIFF**

**Vs.  
ROY BEESLEY,**

**DEFENDANT**

*[Signature]*  
ARTHUR CORTE, Plaintiff

and signed before me at Loudoun, Virginia, this 5th day of June, 1951.

*[Signature]*  
FOREST A. CHRISTIAN, Defendant

=====

AFFIDAVIT OF FOREST A. CHRISTIAN

THE STATE OF VIRGINIA  
IN SENATE

SENATE COMMISSION

FOREST A. CHRISTIAN, Plaintiff, vs. ARTHUR CORTE & SONS, Defendant.

FOREST A. CHRISTIAN, Plaintiff, vs. ARTHUR CORTE & SONS, Defendant. The Plaintiff, Forest A. Christian, is a resident of the County of Loudoun, Virginia, and the Defendant, Arthur Corte & Sons, is a resident of the County of Loudoun, Virginia. The Plaintiff, Forest A. Christian, is a resident of the County of Loudoun, Virginia, and the Defendant, Arthur Corte & Sons, is a resident of the County of Loudoun, Virginia.

*[Signature]*  
FOREST A. CHRISTIAN, Plaintiff

and signed before me at Loudoun, Virginia, this 5th day of June, 1951.

*[Signature]*  
ARTHUR CORTE & SONS, Defendant

MOTION FOR JUDGMENT BY DEFAULT

A. A. CORTE & SONS,

PLAINTIFF

VS:

ROY BEESLEY,

DEFENDANT

IN THE CIRCUIT COURT OF THE

TWENTY EIGHTH JUDICIAL CIRCUIT

OF ALABAMA \* AT LAW

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.

  
Forest E. Christian,  
Attorney for Plaintiff

RECEIVED

101 RECEIVED

101

101

RECEIVED

RECEIVED

MOTION FOR JUDGMENT BY DEFAULT

A. A. CORTE & SONS,

PLAINTIFF

VS:

ROY BEESLEY,

DEFENDANT

FILED

JUN 5 1951

ALICE A. DUCK, Clerk

Amount of money & property involved.

There is attached hereto an affidavit of a competent witness.

(Att'ys): By a competent witness, a true and correct statement of the defendant.

(Att'ys): For a copy of the original and a copy of the original.

For a copy of the original and a copy of the original.

(Att'ys): By a competent witness, a true and correct statement of the defendant.

For a copy of the original and a copy of the original.

There is attached hereto an affidavit of a competent witness.

FOR DEPOSIT

AS:

OF THE COURT

RECEIVED

JUN 5 1951

RECEIVED BY THE COURT

# NOTE AND MORTGAGE

\$ 1000<sup>00</sup>

LOXLEY, ALA., 10-26

1947

On Nov 26, 1947, I, (or we) for value received, promise to pay to order of A. A. CORTE & SONS

One thousand + 00/100 Dollars

Payable at A. A. CORTE & SONS' Office  
of LOXLEY, 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,

its successors and assigns, the following personal property in Baldwin County, Alabama,  
warranted to be the property of the maker and free and clear from any lien or encumbrance, viz.:

His home + truck

My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 19\_\_\_\_\_ and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from county, loaned or subjected to any claim or lien of other parties; or should maker become the subject of any bankruptcy or any receivership proceedings, or should payee deem itself insecure, then, in any of said events, all amounts due hereunder or secured hereby shall at once be due and payable and payee may take possession of and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon such terms, conditions and at such place or places as payee deems fit; should sale be public notice thereof shall be given for one day by posting written notice at the Court House door of Baldwin County; payee may bid and purchase property at any sale hereunder. The proceeds of any sale shall be applied, first, to the payment of all expenses and charges in connection with the enforcement hereof, preservation of said property or of title of payee, or for re-taking, holding, repairing and selling same, including a reasonable attorney's fee; second, to full payment of all amounts due payee, including all expenses and charges in connection with this instrument and the balance to be paid to maker.

The parties to this instrument, whether maker, indorser, surety or guarantor, each for himself, hereby severally agrees to pay all amounts due hereunder and secured hereby and as to such debts, or any renewal thereof, waives all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and each severally agrees to pay all costs of collecting, or securing, or attempting to collect or secure, such debts, including reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and each of them severally waive 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.

WITNESS:

Ray Bursley

SEAL

SEAL

No. \_\_\_\_\_

SUMMONS

THE STATE OF ALABAMA, )  
BALDWIN 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<sup>th</sup> day of April, 1951.

Daniel J. Smith  
Clerk

////////////////////

COMPLAINT

A. A. CORTE & SONS,

PLAINTIFF

VS:

ROY BEESLEY,

DEFENDANT

IN THE CIRCUIT COURT OF THE

TWENTY-EIGHTH JUDICIAL CIRCUIT

OF ALABAMA - AT LAW

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.

Amey J. Smith  
Attorney for Plaintiff

Received in Sheriff's Office  
this 24 day of April, 1951  
TAYLOR WILKINS, Sheriff

Entered 5-3-51  
Receiving copy of the  
within Summons & complaint  
on Roy Bessley

Taylor Wilkins Sheriff  
187 Hall D.S.

RECORDED

1641



SUMMONS AND COMPLAINT

A. A. CORTE & SONS,

PLAINTIFF

VS:

ROY BEESLEY,

DEFENDANT

IN THE CIRCUIT COURT OF THE  
TWENTY EIGHTH JUDICIAL CIRCUIT  
OF ALABAMA - AT LAW

FILED  
APR 24 1951  
ALICE J. DICK, Clerk

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA