

FIRST NATIONAL BANK OF MOBILE,
Mobile, Alabama, a National
Banking Corporation,

Plaintiff,

-vs-

GUY H. MILSTEAD,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW.

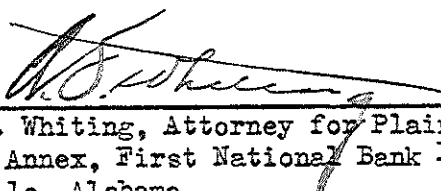
NO. 1675.

COUNT ONE

Plaintiff claims of the defendant the sum of FIFTY SIX DOLLARS AND THIRTY CENTS (\$56.30) due by defendant to plaintiff by promissory note dated January 1, 1951, payable to the order of the plaintiff on April 9, 1951, which said sum with the interest thereon is still unpaid.. Plaintiff avers that so far as the debt is concerned, the defendant by said note waived all right of exemption as to personal property, under the Laws and Constitution of Alabama.

COUNT TWO

Plaintiff further claims of the defendant a reasonable attorney's fee as provided by the said note, set out and described in Count One hereof, and which plaintiff avers is \$25.00.


A.S. Whiting, Attorney for Plaintiff
602 Annex, First National Bank Bldg.
Mobile, Alabama

NOTE: The defendant is said to reside at Rt. 1, Daphne, Alabama.

ALMUR S. WHITING
ATTORNEY AND COUNSELOR AT LAW
SUITE 602 ANNEX FIRST NATIONAL BANK BUILDING
MOBILE 6, ALABAMA

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

P. O. BOX 988

July 23, 1951

Hon. Alice J. Duck,
Circuit Clerk,
Bay Minette, Ala.

Dear Mrs. Duck:

Re: Case No. 1675
1st Nat'l Bank of Mobile
Vs: Guy H. Milstead

Confirming telephone conversation had with you today, I enclose herewith a motion for default judgment together with the original note forming the basis of the suit.

Only one possible difficulty is presented, and that is the matter of proving an attorney's fee under the note. In some jurisdictions, a special proof of such fee is not required. I do not know what the rule is in your court, but if such special proof should be necessary, I could probably get Mr. Hubert Hall to make the same. I am writing him today requesting that he make such proof, if necessary.

When judgment has been rendered, will you please have a certificate of same recorded in your Probate Court and I enclose herewith check for \$1.00 to cover the costs.

Yours very truly,



W/em
Encls.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1675

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Guy H. Milstead

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

Guy H. Milstead

, Defendant

by First National Bank of Mobile

, Plaintiff.....

Witness my hand this 12th day of June 19 51

Archie A. Weir, Clerk

No. 1675

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

XXX
XXXXXXXXXXXXXXXXXXXX

FIRST NATIONAL BANK OF MOBILE

Plaintiffs

vs.

GUY H. MILSTEAD

Defendants

SUMMONS and COMPLAINT

Filed 6-12-, 1951

Alice J. Leach Clerk

RECORDED

Almur S. Whiting

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

June 12, 1951
Taylor Wilkin Sheriff
I have executed this summons

this 6-20, 1951

by leaving a copy with

Guy H. Milstead

Taylor Wilkin Sheriff
H. J. Hall Deputy Sheriff

FIRST NATIONAL BANK OF MOBILE,
Mobile, Alabama, a National
Banking Corporation,

Plaintiff,

-vs-

GUY H. MILSTEAD,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

CASE NO. 1675

Now comes the plaintiff above named, by A.S. Whiting, its attorney of record and shows unto the court that, as appears by the record in this cause, the defendant was duly served with process herein on June 20, 1951; that more than thirty days has since elapsed and that no appearance nor pleas have been filed by the defendant.

WHEREFORE, the premises considered, plaintiff prays for a judgment by default herein in favor of the plaintiff and against the defendant for the principal amount of \$56.30 and \$2.45 interest, plus a reasonable attorney's fee of \$25.00, aggregating the sum of \$83.75, with waiver of exemption as to personal property. The original promissory note set out and described in Count One of the complaint herein, is offered in evidence and is hereto annexed and made a part thereof.


ATTORNEY FOR PLAINTIFF.

FIRST NATIONAL BANK OF MOBILE,
Mobile, Alabama, a National
Banking Corporation,

Plaintiff,

-vs-

GUY H. MILSTEAD,

Defendant.

X

X

X

X

X


X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

CASE NO. 1675

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ATTORNEY FOR PLAINTIFF.

ALMUR S. WHITING
ATTORNEY AND COUNSELOR AT LAW
SUITE 602 ANNEX FIRST NATIONAL BANK BUILDING
MOBILE 6, ALABAMA

June 11, 1951

P. O. BOX 988

TELEPHONES:
OFFICE: 2-3604
RESIDENCE: 6-6226

Hon. Alice J. Duck
Circuit Clerk
Bay Minette, Ala.

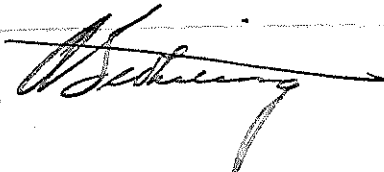
Dear Mrs. Duck:

Re: First National Bank of Mobile
Vs: Guy E. Milstead

Enclosed herewith please find complaint in the above matter. This suit is brought in the Circuit Court for the reason that it apparently will become necessary to levy on real property and, as you know, Justices of the Peace are without legal authority to order the sale of real property on which a levy has been made. It would only be necessary for the Justice Court to certify the levy to the Circuit Court for an order of sale.

Please let process issue on this complaint for prompt service upon the defendant and oblige.

Yours very truly,



W/em
Encl.

1675

First National Bank
of Mobile

VS

Guy H. Milstead

on account

Filed 6-12-51

A. Whitman

No. 685 Mobile, Ala., 1/9 195 1
Three months AFTER DATE, WITHOUT GRACE I PROMISE TO PAY TO THE ORDER OF
Fifty Six 30 39 THE FIRST NATIONAL BANK OF MOBILE \$ 56 30 39
DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE

^{1st}
FIRST NATIONAL BANK IN MOBILE, ALABAMA.
MOBILE ALABAMA

To secure the payment of the indebtedness evidenced by this note, the undersigned agree and bind themselves to deposit in THE FIRST NATIONAL BANK OF MOBILE, in Mobile, Alabama, in a special account to be designated "Loan Security Account" of the undersigned, \$ 56 30 per month on the 9 day of each month for 1 consecutive months, the first deposit to be made on Apr 9. Said account is hereby pledged to and shall secure the payment of this loan, and the funds deposited therein shall not be subject to withdrawal, voluntary or involuntary, without the payment of this note. Said bank agrees to pay to the undersigned interest on said special account at the rate of X % per annum, computed from the due date of each deposit, (provided such deposit is made on or before the due date), to the maturity date of this note, provided that interest shall not begin to accrue on any deposit made after its due date until the X day of the month in which the deposit is made, or if the deposit is made after that day, until that day of the following month. As often as the making of any such deposit may be delayed beyond the day as herein agreed to be made, the undersigned promise to pay to the holder hereof, at or before the next successive deposit date, an amount calculated at the rate of five cents per one dollar of each such delayed deposit, and to make such payments for the purpose of defraying the expense of following-up and handling the said delinquent payments.

If the undersigned fail or refuse to make any such deposit, as herein provided, then, at the option of the holder of this note, the same shall become immediately due and payable, and said bank, if it is at the time this note is declared due and payable the holder hereof, shall apply, without notice to us, the amount of the special account as a payment hereon. If this note at the time of said default shall be in the hands of a holder other than said bank, then we order and direct said bank upon such default and upon the holder of this note declaring this note immediately due and payable, to pay without notice to us the amount of the funds in said special account to said holder upon his demand. If after the application of the funds in said special account on the payment of this note there shall remain any further amount due hereon, the undersigned agree to pay the same immediately to the holder hereof.

Should this note be not paid at maturity, the bank may, without notice to us, apply the funds in said special account to the payment hereof; and in the event this note shall then be in the hands of a holder other than said bank, said bank is ordered and directed to pay, without notice to us, said funds to the holder hereof upon his demand.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself severally agrees (a) to pay this note, and (b) to pay interest from the date of maturity ("Maturity" shall include in its definition the date the note is declared by the holder thereof to be due and payable upon default, as herein provided) at the rate of eight per cent per annum until paid. Each of said parties waives, as to this debt, all rights 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.

ADDRESS:

At 1 Daughdale

Bay H. Milford

The undersigned endorsers each for himself hereby severally agrees: (a) to assume the obligations of the makers of said note; (b) to pay this note; (c) to pay interest thereon at the rate of eight per centum per annum unless otherwise expressly stipulated hereon, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (d) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties 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.

50/11

PROCESSED BY THE OFFICE OF THE ATTORNEY GENERAL

DO NOT WRITE IN THESE SPACES