

In 24 Successive Weekly payments
of \$15.62 each beginning

ROBERTSDALE, ALA., January 29, 1947
Feb. 8, 1947 after date, I promise to pay to

\$374.88

the order of **CENTRAL BALDWIN BANK, Robertsdale, Ala.,**

Three hundred seventy four and 88/100

Dollars

for value received with interest from maturity, at 8% per annum until paid.

MAR 31 1947

Payable at **CENTRAL BALDWIN BANK, Robertsdale, Ala.**

The parties to this instrument whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or of 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 or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewed note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. 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 or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any one of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof. This note shall immediately become due and payable in the event of the death, insolvency of, general assignment, judgment against, filing of petition in bankruptcy by or against filing of application in any court for receiver for, or issuance of writ of garnishment against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor; provided the holder notes such fact of acceleration hereon. In such event interest shall be computed to the time of acceleration, or if interest has been prepaid, unearned interest shall be credited.

Address: **Robertsdale, Rt. 1.**

Pat Hadley (Seal)

No.

Due

4/8/47

5968

2/8/47

374.88
3124
34364
6
33764

MAR 1 - 1947

[illegible]

1699

CENTRAL BALDWIN BANK,
a Corporation,

PLAINTIFF,

-VS-

PEAT HADLEY,

DEFENDANT.

)
) IN THE CIRCUIT COURT OF BALDWIN
)
) COUNTY, ALABAMA. AT LAW.
)

) Case No. 1699.
)
)

Now comes the plaintiff above named, by A. S. Whiting, his 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 September 8, 1951; that more than thirty days has since elapsed and that no appearance or pleas have been filed by the defendant. Whereas, the premises considered, plaintiff prays for judgment by default herein in favor of the plaintiff and against the defendant for the principal sum of \$337.64 and \$116.00 interest, plus a reasonable attorneys fee of \$40.00, aggregating the sum of \$493.64, 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 hereof.


A. S. WHITING, ATTORNEY FOR PLAINTIFF.
708-9 Annex, First National Bank Bldg.,
Mobile, 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

September 5th, 1951.

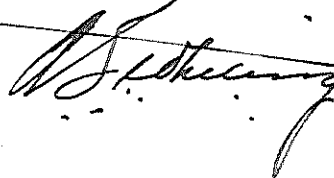
Hon. Alice Duck,
Clerk of Circuit Court,
Bay Minette, Alabama.

Dear Mrs. Duck:

Re: Central Baldwin Bank
vs.
Peat Hadley

Enclosed herewith please find for appropriate attention
original and copy of complaint in the above matter. Please be so kind
as to advise me when service of process has been had on the defendant,
and oblige,

Yours truly,



W.
enc.

W 1699

Central Baldwin Bank
vs.

Penit Hadley

Promissory Note

FILED

SEP 6 1951

ALICE L. DUCK, Clerk

A.S. Whitman

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

Oct. 10, 1951.

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

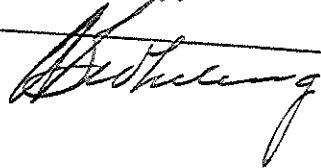
Dear Mrs. Duck:

Re: Case No. 1699. Central Baldwin Bank vs. Peat Hadley.

Enclosed herewith please find for appropriate attention, motion for default judgment in the above matter. Please advise me when the Court has rendered judgment.

I also enclose herewith, check to your order for \$1.00 for which I would thank you to be so kind as to issue a certificate of judgment and record same in your Probate Court.

Yours truly,



ASW/e
Enc. 2.

DEFENDANT.

IN THE CIRCUIT COURT OF BALDWIN
COUNTY, ALABAMA. AT LAW.

Case No. 1699.

Now comes the plaintiff above named, by A. S. Whiting, his 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 September 8, 1951; that more than thirty days has since elapsed and that no appearance or pleas have been filed by the defendant. Whereas, the premises considered, plaintiff prays for judgment by default herein in favor of the plaintiff and against the defendant for the principal sum of \$337.64 and \$116.00 interest, plus a reasonable attorneys fee of \$40.00, aggregating the sum of \$493.64, 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 hereof.

~~A. S. WHITING, ATTORNEY FOR PLAINTIFF.~~
708-9 Annex, First National Bank Bldg.,
Mobile, Alabama.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EXHIBIT

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE SOUTHERN DISTRICT OF NEW YORK

Case No. 1000

UNITED STATES

FILED
OCT 11 1951
ALICE J. DUCK, Clerk

THE COURT AND CLERK OF THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the Court.

Witness my hand and the seal of the Court at New York, New York, this 11th day of October, 1951.

ALICE J. DUCK, Clerk

[Signature]
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
OCT 11 1951

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA.

AT LAW.

Central Baldwin Bank,
a corporation,

Plaintiff,

vs.

Peat Hadley,

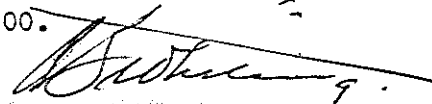
Defendant.

COUNT ONE.

The plaintiff claims of the defendant the sum of \$337.64 balance due by the defendant to the plaintiff by promissory note bearing date January 29, 1947, made by the defendant payable to the order of the plaintiff, in 24 weekly consecutive weekly payments of \$15.62 beginning February 8, 1947, which said sum, with the interest thereon, is due and remains unpaid. Plaintiff avers that so far as the debt is concerned the defendant by said note waived all right of exemption of personal property under the laws and Constitution of Alabama.

COUNT TWO.

The plaintiff further claims of the defendant a reasonable attorney fee, as provided by the note set out and described in Count One hereof, which plaintiff avers is the sum of \$96.00.


A. S. Whiting, Attorney for the Plaintiff.
708-9 Annex 1st Nat. Bank Bldg.,
Mobile, Alabama.

Note:

The defendant is said to reside at or near Loxley, Alabama.

NO 1699

URGENTLY. YETTER TO BE CARRIED AT ONCE BY TELEPHONE

URGENT

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FILED

SER 6 1951

ALICE A. DUCK, Clerk

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SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 1699

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Peat Hadley

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

Peat Hadley

, Defendant

by Central Baldwin Bank, a corp

, Plaintiff

Witness my hand this 6th day of September 1951

Alice J. Leach, Clerk

RECORDED

No. 1699

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

CENTRAL BALDWIN BANK, a corp

Plaintiffs

vs.

PEAT HADLEY

Defendants

SUMMONS and COMPLAINT

Filed 9-6-51, 1951

Amel Luck, Clerk

6691

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

89-6, 1951
Taylor Wilkins, Sheriff

I have executed this summons

this Sept 8, 1951

by leaving a copy with

Peat Hadley

Taylor Wilkins, Sheriff
H. F. Hall, Deputy Sheriff