MOTION FOR JUDGMENT BY DEFAULT

HORACE KENNEDY,	× ×
PLAINTIFF	IN THE CIRCUIT COURT OF
Vs:	BALDWIN COUNTY, ALABAMA
NATHAN O. PULLIAN,	AT LAW.
··· DEFENDANT	And the second s

Comes the Plaintiff by his attorney, and moves the Court to render Judgment by Default in the amount of THREE HUNDRED SIXTY SIX & 86/100 BOLLARS (\$366.86) principal, plus accrued interest to date in the amount of NINETEEN & 56/100 DOLLARS (\$19.56), plus attorney's fees in the amount of FIFTY & 00/100 DOLLARS (\$50.00), for a total of FOUR HUNDRED THIRTY SIX & 42/100 DOLLARS (\$436.42), against the defendant.

There is attached and made a part of this Motion for Judgment by

Default, an affidavit of a competent witness sworn to before a notary public,

together with the original note.

ADELT COURT, ALEMA A

Attorney for Plaintiff

ALICE L DUCK, CIETA

OCT 23 1951

[] [] []

MOTION FOR JUDGMENT BY DEFAULT

HORACE KENNEDY,

PLAINTIFF

VS:

NATHAN O. PULLIAN,

DEFENDANT

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

s 666		y /-		77 1 75 1 7					
ON OR	BEFORE the	day of	mo	Foley, Baldy	vin County,	Alabama,			., 19
	he order of	KEN	NEDY				, 192	I, I or we	
Folod Ale	the own of 5 /	HUN	VDRED S	5/4745	18032	20 8E	_at Farmers	& Mercha	
サヘア マップ 行うつきかん	CONTROL TO LIVE AND AND AND ADDRESS AND AD	at the rate of ei	ight per cent (8%)	per annum, from	n - Productive			D	OLL
tempting to c	ws and Constitution of ollect or secure this de	Alabama or any bt, including a re	other State as to a asonable attorney's	personal property, fee. Whether the sa	and agree t	debt, or any r	enewal thereo	f, all right to ing or securi	exem;
In order t BARGAIN, SE	nd, presentment or other to secure the payment to secure the payment IL and CONVEY to F	of this note and	re specifically waive any and all installn	ed. nents thereof, and	any other in	debtedness to	said hank T	lerwise, and al	l noti
	f	Y. KE	NEOT	HIS ME	ssigns, the fo	ollowing descr	ibed property,	to-wit:-	y GA
····	<u> </u>				""			·	
<u></u>	12 /116	by C.H	C OWS	Casas		7			
-	40000	A «	A V			- core	<u> </u>	July	عوسا
		7 - 4 - 1	200 Company		<u> Prop</u>	The second			
			mene		work.	77	- Seg. 7	<u> </u>	
							6		
to Section and a property of the first of th	· ha charge programming programming and a second								
a og forsæmte sægen og som sægen og sæ									
a agranae trasseura agran a	Carlotte Grand Control of Control				·				
	Los estados de la companya del companya de la companya del companya de la company								
Legisland Commission (Commission Commission									
that it is free authorize and Default in ment of this mor or public auction more, written a attorney's fee if any, to the	all other personal proped, and I or we include oreby covenant and wa and clear from all lie empower Farmers & I the payment of any in the payment of any the plantices in three public and payment of record undersigned. The Farmers we to the Farmers & I	man and encumbran Merchants Bank to stallment shall m t, be seized and so ace where said pro places in Foley, A ing fees and second mers & Merchants	de Merchants Bank toes and agree that apply to the pays ake all installments bild by the said Farm perty is, or at Farm labama; the proceed ad, to the payment Bank is hereby au	that I or we have this statement is ment of this debt a due. All of the a mers & Merchants sers & Merchants its of such sale to b of the sums due he ithorized to become	a full right made for the made for the my funds in shove property Bank of Fole ank building e applied first reunder or by the purchase	to convey all e purpose of said bank belo f, or any of i y, its agents, in Foley, Alt t, to the expe y virtue of an	property as obtaining this obtaining the property of the prope	herein above s loan. I or or us. maturity and assigns at pri posting for on sing, selling, c ument, and the	non-pivate day
that it is free authorize and Default in ment of this no or public auctionors, written attorney's fee if any, to the I or we he paid by me or any other inde	and clear from all lie empower Farmers & I the payment of any in on, for cash, at the pic outless in three public and payment of record undersigned. The Far- reby specifically agree us to the Farmers & I bttdness.	mant to rarmers ns and encumbran Merchants Bank to astallment shall m tt, be seized and stee where said pro places in Foley. A ing fees and secon mers & Merchants that the property Merchants Bank, a	de Merchants Bank clees and agree that o apply to the pays ake all installments bold by the said Farn perty is, or at Farm labama; the proceed d, to the payment is Bank is hereby au above described mand that all provision	that I or we have this statement is ment of this debt a due. All of the a mers & Merchants lers & Merchants is of such sale to b of the sums due he thorized to become y be considered as ms of seizure and s	a full right made for the made for the my funds in a bove property Bank of Fole Sank building e applied firstreunder or by the purchase security for ale shall appl	to convey all e purpose of aid bank belc , or any of i y, its agents, in Foley. Ali t, to the expe y virtue of an r at any sale any other d by both to this	obtaining this obtaining the o	herein above s loan. I or or us, maturity and assigns at priposting for on sing, selling, c ment, and the le of this instit hereafter due and to notes e	converse we non-private day on vey bala rumer and viden
that it is free authorize and Default in ment of this no rouble auctioner, written rattorney's fee if any, to the Lor we her paid by me or any other inde Lor we her conveyed to salt is agreed if faid propeome due imme	and clear from all lie empower Farmers & I the payment of any is otc, in whole or in par on, for cash, at the pie notices in three public and payment of record undersigned. The Farreby specifically agree us to the Farmers & I bitedness, reby agree upon demar id and understood that erty should be traded distely a di and understood that erty should be traded distely and the bidso	mant to Farmers ns and encumbran Merchants Bank to astallment shall m t, be seized and so toe where said proplaces in Foley. A ing fees and seconders & Merchants that the property Merchants Bank, a do being made by and hereby agree tif through misman or removed from the said being made by the said through misman or removed from the said being made to the said through misman or removed from the said said the said through misman or removed from the said through through the said through through the said through the said through through the said t	de Merchants Bank cess and agree that apply to the pays all containments all the said Farm perty is, or at Farm labama; the proceed d. to the payment Bank is hereby au above described mand that all provision the said Farmers & to pay all costs of lagement, want of phe County, or if the	that I or we have this statement is ment of this debt a due. All of the a mers & Merchants less & Merchants less & Merchants less of such sale to b of the sums due hethorized to become y be considered as ms of seizure and s (Merchants Bank, taking possession or oper care, or for a e holder should dee	a full right made for the made for the my funds in s bove property Bank of Fole Bank building e applied firs retunder or by the purchase security for ale shall applied its agent or of said prope why other cause the made of	to convey all epurpose of said bank bela said bank bela for any of i for any of i for a gents, in Foley, Ale to the expe y virtue of an ar at any sale any other d by both to this attorney, to the including so any of said said.	obtaining this obtaining this nging to me t, may after a successors or successors or nse of adverti y other instru held by virtu ebts now or s instrument deliver all of a reasonable	herein above so loan. I or or us. maturity and assigns at proposting for on sing, selling, cument, and the lee of this instruction and to notes e of said propert attorney's fer	converged to the convey to bala rumer and vidency
that it is free authorize and Default in ment of this no rouble auctioner, written rattorney's fee if any, to the I or we her paid by me or any other inde I or we her conveyed to sai It is agreed if faid propersone due imme WITNESS in	and clear from all lie empower Farmers & I the payment of any in on, for cash, at the pic outless in three public and payment of record undersigned. The Far- reby specifically agree us to the Farmers & I bttdness.	mant to Farmers ns and encumbran Merchants Bank to astallment shall m t, be seized and so toe where said proplaces in Foley. A ing fees and seconders & Merchants that the property Merchants Bank, a do being made by and hereby agree tif through misman or removed from the said being made by the said through misman or removed from the said being made to the said through misman or removed from the said said the said through misman or removed from the said through through the said through through the said through the said through through the said t	de Merchants Bank cess and agree that apply to the pays all containments all the said Farm perty is, or at Farm labama; the proceed d. to the payment Bank is hereby au above described mand that all provision the said Farmers & to pay all costs of lagement, want of phe County, or if the	that I or we have this statement is ment of this debt a due. All of the a mers & Merchants less & Merchants less & Merchants less of such sale to b of the sums due hethorized to become y be considered as ms of seizure and s (Merchants Bank, taking possession or oper care, or for a e holder should dee	a full right made for the made for the my funds in s bove property Bank of Fole Bank building e applied firs retunder or by the purchase security for ale shall applied its agent or of said prope why other cause the made of	to convey all epurpose of said bank bela said bank bela for any of i for any of i for a gents, in Foley, Ale to the expe y virtue of an ar at any sale any other d by both to this attorney, to the including so any of said said.	obtaining this obtaining this nging to me t, may after a successors or successors or nse of adverti y other instru held by virtu ebts now or s instrument deliver all of a reasonable	herein above so loan. I or or us. maturity and assigns at proposting for on sing, selling, cument, and the lee of this instruction and to note self said propert attorney's fer	convey we into the convey to day to balant tument and vidency
that it is free authorize and Default in ment of this no rouble auctioner, written rattorney's fee if any, to the Lor we her paid by me or any other inde Lor we her conveyed to salt is agreed if faid propeome due imme	and clear from all lie empower Farmers & I the payment of any is otc, in whole or in par on, for cash, at the pie notices in three public and payment of record undersigned. The Farreby specifically agree us to the Farmers & I bitedness, reby agree upon demar id and understood that erty should be traded distely a di and understood that erty should be traded distely and the bidso	mant to Farmers ns and encumbran Merchants Bank to astallment shall m t, be seized and so toe where said proplaces in Foley. A ing fees and seconders & Merchants that the property Merchants Bank, a do being made by and hereby agree tif through misman or removed from the said being made by the said through misman or removed from the said being made to the said through misman or removed from the said said the said through misman or removed from the said through through the said through through the said through the said through through the said t	de Merchants Bank cess and agree that apply to the pays all containments all the said Farm perty is, or at Farm labama; the proceed d. to the payment Bank is hereby au above described mand that all provision the said Farmers & to pay all costs of lagement, want of phe County, or if the	that I or we have this statement is ment of this debt a due. All of the a mers & Merchants less & Merchants less & Merchants less of such sale to b of the sums due hethorized to become y be considered as ms of seizure and s (Merchants Bank, taking possession or oper care, or for a e holder should dee	a full right made for the made for the my funds in s bove property Bank of Fole Bank building e applied firs retunder or by the purchase security for ale shall applied its agent or of said prope why other cause the made of	to convey all epurpose of said bank bela said bank bela for any of i for any of i for a gents, in Foley, Ale to the expe y virtue of an ar at any sale any other d by both to this attorney, to the including so any of said said.	obtaining this obtaining this nging to me t, may after a successors or successors or nse of adverti y other instru held by virtu ebts now or s instrument deliver all of a reasonable	herein above so loan. I or or us. maturity and assigns at proposting for on sing, selling, cument, and the lee of this instruction and to note self said propert attorney's fer	converse we income property to the day on very balantumen and vidence y her
that it is free authorize and Default in ment of this no rouble auctioner, written rattorney's fee if any, to the I or we her paid by me or any other inde I or we her conveyed to sai It is agreed if faid propersone due imme WITNESS in	and clear from all lie empower Farmers & I the payment of any is otc, in whole or in par on, for cash, at the pie notices in three public and payment of record undersigned. The Farreby specifically agree us to the Farmers & I bitedness, reby agree upon demar id and understood that erty should be traded distely a di and understood that erty should be traded distely and the bidso	mant to Farmers ns and encumbran Merchants Bank to astallment shall m t, be seized and so toe where said proplaces in Foley. A ing fees and seconders & Merchants that the property Merchants Bank, a do being made by and hereby agree tif through misman or removed from the said being made by the said through misman or removed from the said being made to the said through misman or removed from the said said the said through misman or removed from the said through through the said through through the said through the said through through the said t	de Merchants Bank cess and agree that apply to the pays all containments all the said Farm perty is, or at Farm labama; the proceed d. to the payment Bank is hereby au above described mand that all provision the said Farmers & to pay all costs of lagement, want of phe County, or if the	that I or we have this statement is ment of this debt a due. All of the a mers & Merchants less & Merchants less & Merchants less of such sale to b of the sums due hethorized to become y be considered as ms of seizure and s (Merchants Bank, taking possession or oper care, or for a e holder should dee	a full right made for the made for the my funds in s bove property Bank of Fole Bank building e applied firs retunder or by the purchase security for ale shall applied its agent or of said prope why other cause the made of	to convey all epurpose of said bank bela said bank bela for any of i for any of i for a gents, in Foley, Ale to the expe y virtue of an ar at any sale any other d by both to this attorney, to the including so any of said said.	obtaining this obtaining this nging to me t, may after a successors or successors or nse of adverti y other instru held by virtu ebts now or s instrument deliver all of a reasonable	herein above is loan. I or or us. I or or us. maturity and assigns at priposting for on sing, selling, coment, and the eof this instructured due and to notes and propert attorney's feauld deteriorate ereby secured of default.	conve we non-pivate ise day onveys bala to bala vidency in vidency shali
that it is free authorize and Default in ment of this no rouble auctioner, written rattorney's fee if any, to the I or we her paid by me or any other inde I or we her conveyed to sai It is agreed if faid propersone due imme WITNESS in	and clear from all lie empower Farmers & I the payment of any is otc, in whole or in par on, for cash, at the pie notices in three public and payment of record undersigned. The Farreby specifically agree us to the Farmers & I bitedness, reby agree upon demar id and understood that erty should be traded distely a di and understood that erty should be traded distely and the bidso	mant to Farmers ns and encumbran Merchants Bank to astallment shall m t, be seized and so toe where said proplaces in Foley. A ing fees and seconders & Merchants that the property Merchants Bank, a do being made by and hereby agree tif through misman or removed from the said being made by the said through misman or removed from the said being made to the said through misman or removed from the said said the said through misman or removed from the said through through the said through through the said through the said through through the said t	de Merchants Bank cess and agree that apply to the pays all containments all the said Farm perty is, or at Farm labama; the proceed d. to the payment Bank is hereby au above described mand that all provision the said Farmers & to pay all costs of lagement, want of phe County, or if the	that I or we have this statement is ment of this debt a due. All of the a mers & Merchants less & Merchants less & Merchants less of such sale to b of the sums due hethorized to become y be considered as ms of seizure and s (Merchants Bank, taking possession or oper care, or for a e holder should dee	a full right made for the made for the my funds in s bove property Bank of Fole Bank building e applied firs retunder or by the purchase security for ale shall applied its agent or of said prope why other cause the made of	to convey all epurpose of said bank bela said bank bela for any of i for any of i for a gents, in Foley, Ale to the expe y virtue of an ar at any sale any other d by both to this attorney, to the including so any of said said.	obtaining this obtaining this nging to me t, may after a successors or successors or nse of adverti y other instru held by virtu ebts now or s instrument deliver all of a reasonable	herein above is loan. I or or us. I or or us. maturity and assigns at priposting for on sing, selling, coment, and the eof this instructured due and to notes and propert attorney's feauld deteriorate ereby secured of default.	converse we income property to the day on very balantumen and vidence y her

The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers & Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

REC	ORD OF	PAYM	ENTS		
DATE	PAYMENTS		BALANCE		
pril 10, 1951	300	00	366	86	
		ļi			
· · · · · · · · · · · · · · · · · · ·		1		<u> </u>	
			:		
	<u> </u>	. [
		. [l	
		!! 		<u> </u> 	
		<u>-</u>		1	
		Ì			
	-			<u> </u>	
			-		
			*		
ENDORSEME	NT OF IN	ITERES	T PAYMI	ENTS	
19	\$	to _		_19	
19	\$	to _		_19	
19	\$	to		_19	
19	\$	to _		_19	
10	ė.			10	

_ to _

AFFIDAVIT OF HORACE KENNEDY

THE STATE OF ALABAMA, BALDWIN COUNTY.

HORACE KENNEDY, first being duly sworn, deposes and says as follows:

My name is Horace Kennedy; I am the plaintiff in the case of HORACE KENNEDY VS: NATHAN O. PULLIAN; on the 12th day of February, 1951, NATHAN O. PULLIAN signed a note in my favor in the amount of SIX HUNDRED SIXTY SIX & 86/100 DOLLARS (\$666.86), plus interest at the rate of eight per cent (8%) per annum, from date of execution, and was secured by the following described property, to wit:

12 Milch Cows, cross between Guernsey and Jersey, subject to a mortgage to the Farmers & Merchants Bank of Foley.....

Said note also provided for a reasonable attorney's fee, and I have employed as my attorney, Forest A. Christian, Foley, Alabama.

On the 10th day of April, 1951, the defendant paid the sum of \$300.00 on the principal, which leaves a balance on the principal of THREE HUNDRED SIXTY SIX & 86/100 DOLLARS (\$366.86), which remains due and unpaid, after allowing all just credits.

Horace Kennedy, Affiant

Sworn to and subscribed before me a Notary Public in and for Baldwin County, Alabama, this the day of October, 1951.

Notary Public My Commission Expires Nov. 5, 1951.

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 in Foley, Alabama, and I am familiar with the fees charbed by attorneys at law in the Circuit Court of Baldwin County, Alabama. I represent the Plaintiff in the case of HORACE KENNEDY VS: NATHAN O. PULLIAN, and I believe that \$50.00 is a reasonable attorney's fee in this case.

lunte

Sworn to and subscribed before me a Notary Public in and for Baldwin County, Alabama, this the day of October, 1951.

MARRIED .A RESER & CHARLESEAN

. TEREO RELIGIAE

PORRET A. OFFISTIAN, firet being duly sworm, deposes and asgs as follows: I em a duly linemest practicing attorney in Foloy, Alabam, and I am femiliar with the face charbed by attorneys at law in the Circuit Court of Baldwin County, Alabama. I represent the Figintiff in the case of HONAGE eidancener e el 20.088 vast eveller I bat Mallill . Redecent ev volkere ettermey's fee in this case.

Police is and don Reldein Pelaban, And the 19 for Catober, 1991.

SUMEMONS

THE STATE OF ALABAMA, COUNTY. BALDWIN

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING: -

YOU ARE HERRBY COMMANDED TO SUMMON NATHAN O. FULLIAN OF Robertsdale, Alabama, to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed against the said NATHAN O. PULLIAN in the Circuit Court of Baldwin County, State of Alabama, at Bay Minetto, by HORACE KENNEDY.

WITNESS my hand this the 12 day of September, 1951.

Wie rench

COMPLAINT:

IN THE CIRCUIT COURT OF HORACE KENNEDY, PLAINTIFF

BALDWIN COUNTY, ALABAMA

VS:

AT LAW.

NATHAN O. PULLIAN,

DEFENDANT

The Plaintiff claims of the Defendant the sum of THREE HUNDRED SIXTY SIX & 86/100 DOLLARS (\$366.88), due by chattel mortgage promissory note made by him on the 12th day of February, 1951, and payable on or before the 15th day of March, 1951, with interest thereon at 8%, from date until paid.

Said chattel mortgage promissory note is secured by the following described property; to wit:

12 milch cows-cross between Guernsey and Jersey - subject to a mortgage to Farmers & Merchants Bank of Foley.

Said note provides for a reasonable attorney's fee, which the plaintiff alleges to be \$50.00, and said note also waives all right of exemption under the Constitution and Laws of the State of Alabama, or any other state in the United States.

Y FOR PLAINTIFF

Received in Sherill's Office this day of Age, 193/ TAYLOR WILKINS, Sherilf

Executed Sipt. 17. 1957 By Sening Copyon. Nathan, O. Pullean

Sheriff Taylor Welkins By Edleigh Steadhans 201702

HORACE

KENNEDY,

PLAINTIFF

VS:

ATHAN O. PULLIAN,

DEFENDANT

SULMONS & COMPLAINT

RECORDED

IN THE CIRCUIT COURT OF BALDWIN

COUNTY,

ALABAMA.

. IAN

ELLED

SEP 12 1951

ALUNE J. DUCK, Clerk

LAW OFFICE OF

FOREST A. CHRISTIAN FOLEY, ALABAMA