

MOTION FOR JUDGMENT BY DEFAULT

HORACE KENNEDY,

PLAINTIFF

VS:

NATHAN O. PULLIAN,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

# 1702

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 DOLLARS (\$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.

*James D. Plunkett*  
Attorney for Plaintiff

STATE OF ALABAMA  
BALDWIN COUNTY  
IN THE CIRCUIT COURT OF  
NATHAN O. PULLIAN  
VS  
HORACE KENNEDY  
MOTION FOR JUDGMENT BY DEFAULT

FILED  
JUL 10 1963  
BALDWIN COUNTY  
ALABAMA

FILED  
OCT 28 1951  
ALICE J. DUCK, Clerk

**MOTION FOR JUDGMENT BY DEFAULT**

HORACE KENNEDY,

PLAINTIFF

VS:

NATHAN O. PULLIAN,

DEFENDANT

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

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[illegible]
$$\frac{d}{dt} \left( \frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}, \quad \frac{d}{dt} \left( \frac{\partial L}{\partial \dot{y}} \right) = \frac{\partial L}{\partial y}$$
[illegible][illegible][illegible][illegible][illegible]

RECEIVED

[illegible]

Shirley Ann  
of Forestville, Oregon 97116  
Tel: (503) 338-0418

[illegible][illegible]

STATIONERY  
OFFICE

$\frac{1}{\sqrt{\pi}}$

100-443887-100

**Abstract**

\$666 \ 86

Foley, Baldwin County, Alabama,

Feb 12, 1951

ON OR BEFORE the 15<sup>th</sup> day of March, 1951, I or we, promise to pay to the order of H. KENNEDY at Farmers & Merchants Bank, Foley, Ala., the sum of SIX HUNDRED SIXTY SIX AND 86/100 DOLLARS

for value received, with interest at the rate of eight per cent (8%) per annum, from March 15, 1951. The parties to this instrument, jointly and severally, agree to pay this note and waive as to this debt, or any renewal thereof, all right to exemption under the Laws and Constitution of Alabama or any other State as to personal property, and agree to pay all cost of collecting or securing or attempting to collect or secure this debt, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and all notice of protest, demand, presentment or other requirements are specifically waived.

In order to secure the payment of this note and any and all installments thereof, and any other indebtedness to said bank, I or we, hereby GRANT, BARGAIN, SELL and CONVEY to ~~Farmers & Merchants Bank of Foley, its successors~~ and assigns, the following described property, to-wit:--

H. KENNEDY, HIS HEIRS

12 MICH COWS Cross between Guernsey  
+ Jersey - Subject to a mortgage to  
Farmers & Merchants Bank of Foley?

and any and all other personal property, whether herein specifically described or not, owned by me or us or in which I or we may have an interest and wherever located, and I or we include herein all personal property acquired after the date of execution of this instrument.

I or we, hereby covenant and warrant to Farmers & Merchants Bank that I or we have a full right to convey all property as herein above conveyed; that it is free and clear from all liens and encumbrances and agree that this statement is made for the purpose of obtaining this loan. I or we also authorize and empower Farmers & Merchants Bank to apply to the payment of this debt any funds in said bank belonging to me or us.

Default in the payment of any installment shall make all installments due. All of the above property, or any of it, may after maturity and non-payment of this note, in whole or in part, be seized and sold by the said Farmers & Merchants Bank of Foley, its agents, successors or assigns at private sale or public auction, for cash, at the place where said property is, or at Farmers & Merchants Bank building in Foley, Alabama, after posting for one day or more, written notices in three public places in Foley, Alabama; the proceeds of such sale to be applied first, to the expense of advertising, selling, conveying, attorney's fee and payment of recording fees and second, to the payment of the sums due hereunder or by virtue of any other instrument, and the balance, if any, to the undersigned. The Farmers & Merchants Bank is hereby authorized to become the purchaser at any sale held by virtue of this instrument.

I or we hereby specifically agree that the property above described may be considered as security for any other debts now or hereafter due and unpaid by me or us to the Farmers & Merchants Bank, and that all provisions of seizure and sale shall apply both to this instrument and to notes evidencing any other indebtedness.

I or we hereby agree upon demand being made by the said Farmers & Merchants Bank, its agent or attorney, to deliver all of said property hereby conveyed to said Bank immediately and hereby agree to pay all costs of taking possession of said property including a reasonable attorney's fee.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS my or our hands and seals on this the day and year first above written.

WITNESS.

H. Kennedy →

R. P. Pulliam (SEAL)  
(SEAL)

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

### RECORD OF PAYMENTS

[illegible][illegible]

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:

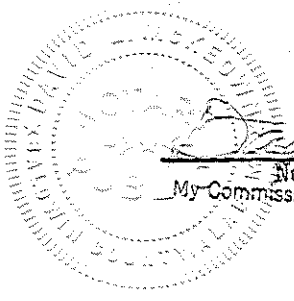
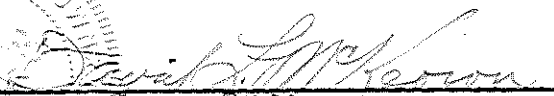
12 Milch Cows, cross between Guernsey and Jersey,  
subject to a mortgage to the Farmers & Merchants  
Bank of Foley.....

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 22nd  
day of October, 1951.

  
  
Notary Public  
My Commission Expires Nov. 5, 1951.

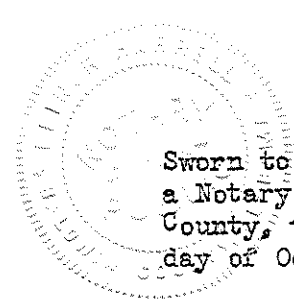
AFFIDAVIT OF FOREST A. CHRISTIAN

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.

  
Forest A. Christian

  
Sworn to and subscribed before me  
a Notary Public in and for Baldwin  
County, Alabama, this the 22  
day of October, 1951.

  
Notary Public

FILED  
OCT 23 1951  
BALDWIN COUNTY, ALA.

RECORDED

RECEIVED BY CLERK OF DISTRICT COURT

THE STATE OF ALABAMA

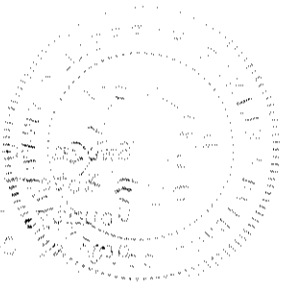
IN THE DISTRICT COURT

FOREST A. CHRISTIAN, Plaintiff, vs. JAMES O. TULLER, Defendant.

I am a duly licensed practicing attorney in Foley, Alabama, and I am familiar with the facts stated by the Plaintiff in the County of Baldwin, Alabama. I represent the Plaintiff in the case of FOREST A. CHRISTIAN vs. JAMES O. TULLER, and I believe that \$50.00 is a reasonable attorney's fee in this case.

FILED  
OCT 23 1951  
ALICE J. DICK, Clerk

and executed before me  
this 23rd day of October, 1951.



Notary Public

FILED  
OCT 23 1951  
ALICE J. DICK, Clerk

SUBPOENS

THE STATE OF ALABAMA, )  
BALDWIN COUNTY. )

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

YOU ARE HEREBY COMMANDED TO SUMMON NATHAN O. PULLIAN 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 Minette, by HORACE KENNEDY.

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

Archie J. Leuck  
clerk

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

COMPLAINT:

HORACE KENNEDY,

PLAINTIFF

VS:

NATHAN O. PULLIAN,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED SIXTY SIX & 86/100 DOLLARS (\$366.86), 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.

Forest A. Christian  
FOREST A. CHRISTIAN  
ATTORNEY FOR PLAINTIFF

Received in Sheriff's Office  
this 12 day of Sept, 1951  
TAYLOR WILKINS, Sheriff

Executed Sept. 17. 1951  
By Sending Copy on  
Nathan, O. Pullian

Sheriff  
Taylor Wilkins  
By  
Edwige Steadham

70 1702

HORACE KENNEDY,  
PLAINTIFF

VS:

NATHAN O. PULLIAN,  
DEFENDANT

SUMMONS & COMPLAINT

RECORDED

IN THE CIRCUIT COURT OF BALDWIN

COUNTY, ALABAMA,

AT LAW

FILED

SEP 12 1951

ALICE J. DUCK, Clerk

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA