

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck
Bay Minette, Ala.

DATE

NO. 8955

DATE October 23, 1969

Re: R. C. Macon, ind. & dba Fairhope
Finance Company vs. Winston Jernigan

Dear Mrs. Duck:

Enclosed please find Bill of Complaint to
be filed, together with copy of same and
Summons to be served.

Sincerely,

John V. Duck

SIGNED

SIGNED

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck
Bay Minette, Ala.

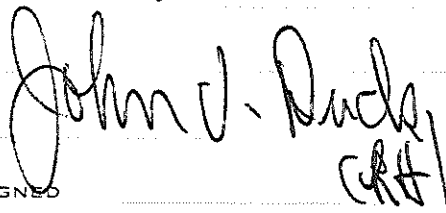
DATE December 30, 1969

Re: Macon vs. Jernigan (Civil No. 8955)

Dear Mrs. Duck:

Enclosed please find promissory note sued
on in captioned case. Please have the
Judge issue a Judgment by default in the
amount of \$380.00 plus \$75.00 attorneys
fee.

Sincerely,


SIGNED

DATE

SIGNED

R. C. MACON, individually and)
doing business as FAIRHOPE)
FINANCE COMPANY,)

Plaintiff,)

vs.)

WINSTON JERNIGAN,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

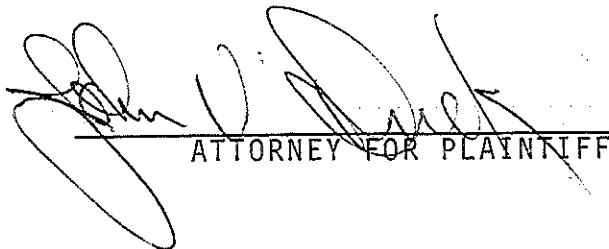
no. 8955

COUNT ONE

Plaintiff claims of the Defendant the sum of THREE HUNDRED EIGHTY (\$380.00) DOLLARS due by promissory note made by him on the 20th day of August, 1966 and payable on demand.

That in and by the terms of said note, the Defendant agreed to pay all costs of collection, or attempting to collect or secure the said promissory note, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of SEVENTY-FIVE (\$75.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of the said note, the Defendant waived all rights of exemption under the Constitution and Laws of the State of Alabama or any other state, and the Plaintiff now claims the benefit of said Waiver.


ATTORNEY FOR PLAINTIFF

FILED

OCT 24 1969

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon WINSTON JERNIGAN

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.....

WINSTON JERNIGAN..... Defendant.....

by R. C. MACON, dba FAIRHOPE FINANCE COMPANY.....

..... Plaintiff.....

Witness my hand this 24 day of Oct 1969

..... Clerk

24
10-25-69

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

R. C. MACON, ind. & dba

FAIRHOPE FINANCE COMPANY

Plaintiffs

vs.

WINSTON JERNIGAN

Defendants

SUMMONS AND COMPLAINT

Filed 10-24 1969

John V. Duck Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Woodhaven Dairy
Robertsdale, Alabama

Received In Office

October 24 1969

Taylor Wilkins Sheriff

I have executed this summons

this 10-25 1969

by leaving a copy with

Winston Jernigan

Sheriff claims 50 miles at

Five Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

BY Brown
DEPUTY SHERIFF

Taylor Wilkins Sheriff

H. I. Brown Deputy Sheriff

50 miles R.T.
R. Dale

Fairhope

MOBILE, ALA.,

August 20,

19 66

AFTER DATE, WITHOUT GRACE, We PROMISE TO PAY

TO THE ORDER OF Fairhope Finance Co.

\$ 522.00

Five Hundred Twenty Two and no/100

DOLLARS

For Value Received, Payable at the Fairhope Finance Co.

The parties to this instrument, whether maker, endorser, surety, guarantor, each for himself, hereby severally agrees to pay this note and 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 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.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid.

18 mo. X \$29.00

DUE 9/20/66

*William Fernigan**Velma Fernigan*

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The undersigned endorsers, each for himself, hereby severally agrees to pay this note and 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 said endorsers severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid

For Value Received Pay to Order of Baldwin
National Bank or Order With Full Recourse
\$1,247.42
BALTIMORE FINANCE CO.

By 