

750-0005

11/24/69

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT
Twenty-eighth JUDICIAL CIRCUIT OF ALABAMA

To any Sheriff of the State of Alabama--Greetings:

Jessie M. McDoniell, &
You are hereby commanded to summon D.W. McDoniell to appear
before the Circuit Court, to be held for said County, at the place
of holding the same, within thirty days from service of this process,
then and there to answer the complaint of Credit Union Collections,
Assignee of Monsanto Emp. Credit Union, (a corp).

Witness my hand, this _____ day of _____, 1969.

Clerk, Circuit Court

C O M P L A I N T

Credit Union Collections
Assignee of Monsanto Emp.
Credit Union, (a corp)
PLAINTIFF

VS.

Jessie M. McDoniell,
D.W. McDoniell

DEFENDANT

Plaintiff claims of the Defendant the sum of Eight-hundred
fifteen and 33/100--Dollars due by Note made by defendant on to-wit: 30th
day of November, 1966, and payable with interest, and Plaintiff avers
that as part of said instrument defendant waived his right to exemption
as to personal property and agrees to pay a reasonable attorney's fee
which he also claims, to-wit: \$264.67. Plus interest of 1% per month.

C. H. Wyatt Jr.

Plaintiff's Attorney

Credit Union Collections
Assignee of Monsanto Emp. Cr. Un.
2821 W. Pensacola St.
Tallahassee, Fla.
PLAINTIFF

Cole & Wyatt, Attorneys
1801 9th Avenue South,
Birmingham, Alabama.

Jessie M. McDoniell &
D.W. McDoniell
Box 88
Silver Hill, Alabama
DEFENDENT

137 215-569

FILED

DEC 15 1969

ALICE J. DUCK CLERK
REGISTER

750-0005

11/24/69

9042

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT
Twenty-eighth JUDICIAL CIRCUIT OF ALABAMA

To any Sheriff of the State of Alabama--Greetings:

You are hereby commanded to summon D.W. McDoniell, &
before the Circuit Court, to be held for said County, at the place
of holding the same, within thirty days from service of this process,
then and there to answer the complaint of Credit Union Collections,
Assignee of Monsanto Emp. Credit Union, (a corp).

Witness my hand, this 15 day of Dec., 1969.

Alice J. Duck
Clerk, Circuit Court

C O M P L A I N T

Credit Union Collections
Assignee of Monsanto Emp.
Credit Union, (a corp)
PLAINTIFF

VS.

Jessie M. McDoniell,
D.W. McDoniell

DEFENDANT

9042

Plaintiff claims of the Defendant the sum of Eight-hundred
fifteen and 33/100--Dollars due by Note made by defendant on to-wit: 30th
day of November, 1966, and payable with interest, and Plaintiff avers
that as part of said instrument defendant waived his right to exemption
as to personal property and agrees to pay a reasonable attorney's fee
which he also claims, to-wit: \$264.67. Plus interest of 1% per month.

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Plaintiff's Attorney

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PLAINTIFF

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Jessie M. McDoniell &
D.W. McDoniell
Box 88
Silver Hill, Alabama
DEFENDENT

FILED

DEC 15 1969

ALICE J. DUCK

CLERK
REGISTER

100-1000

100-1000

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100-1000

Cole & Wyatt
1801- 9th Ave. S.
Birmingham, Alabama

9042

CREDIT UNION COLLECTIONS ASSIGNEE
OF MONSANTO EMP. CREDIT UNION,

Plaintiff

vs;

M.
JESSIE/McMcDONIELL
D. W. McMcDoniell

S. W. Eschell

Defendants

Received 19 day of January 1970
and on 21 day of January 1970

I served a copy of the within
on *D. W. McMcDoniell & Jessie M.
McDoniell*

By service on

TAYLOR WILKINS, Sheriff
By *H. H. Brown* D. S.

*60 miles B.T.
S. W. Eschell*

Sheriff claims 120
Ten Cents per mile Total 12.00
TAYLOR WILKINS, Sheriff
S. W. Eschell
DEPUTY SHERIFF

STATE OF ALABAMA

IN THE CIRCUIT COURT

BALDWIN COUNTY

CASE NO. 9042

Credit Union Collections
Assignee of Monsanto Emp. Credit Union, (a corp)

Plaintiff

vs.

Jessie M. McDoniell
D. W. McDoniell

Defendant


MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendants upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendants on the 22nd day of January 1970.
2. The Defendants has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.
3. More than 30 days has lapsed since said service.

COLE & WYATT, ATTORNEYS

BY:


1801 9th Avenue South
Birmingham, Alabama 35205

AMOUNT OF JUDGMENT \$ 815.04
ATTORNEY'S FEE.....\$ 264.67
TOTAL\$ 1080.00

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STATE OF ALABAMA

IN THE CIRCUIT COURT

BALDWIN COUNTY

CASE NO. 9042

Credit Union Collections
Assignee of Monsanto Emp. Credit Union, (a corp)

Plaintiff

vs.

Jessie M. McDoniell
D. W. McDoniell

Defendant

MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendants upon writ of inquiry, and assigns the following grounds:

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2. The Defendants has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.
3. More than _____ days has lapsed since said service.

COLE & WYATT, ATTORNEYS

BY:


1801 9th Avenue South
Birmingham, Alabama 35205

AMOUNT OF JUDGMENT \$ 815.04
ATTORNEY'S FEE.....\$ 264.67
TOTAL\$ 1080⁰⁰

STATE OF ALABAMA

IN THE CIRCUIT COURT

BALDWIN COUNTY

CASE NO. 9042

Credit Union Collections
Assignee of Monsanto Emp. Credit Union, (a corp)

Plaintiff

vs.

Jessie M. McDonnell
D. W. McDonnell

Defendant

MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendants upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendants on the 22nd day of January 1970.
2. The Defendants has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.
3. More than _____ days has lapsed since said service.

COLE & WYATT, ATTORNEYS

BY: 

1801 9th Avenue South
Birmingham, Alabama 35205

AMOUNT OF JUDGMENT \$

815⁰⁰

ATTORNEY'S FEE.....\$

264.67

TOTAL\$

1080⁰⁰

750-0005

NOTE

Employee's No. 10313

Effective Date of Note NOV 30 1966

\$ up to 2150⁰⁰

For value received, the undersigned jointly and/or severally, promise to pay to the CHEMSTRAND EMPLOYEES' CREDIT UNION the sum of \$ 2150⁰⁰ with interest on unpaid balance at the rate of one (1) per cent per month, payable in 48 installments of \$ 57⁰⁰ each; the first payment to be made on 12-10-66 and a like amount each month thereafter until the full amount has been paid.

COLLATERAL: ☒ Signature ☒ Shares ☐ Signature and Cosigner(s) ☐ Other
☐ Automobile 1157.00 make year ID No.

In case of any default in payments as herein agreed, the entire balance of this note shall become immediately due and payable, at the option of the holder.

Each party to this note, whether as maker, indorser or guarantor, severally waives presentment for payment, demand, protest and notice of protest and dishonor of the same. This note becomes due and payable upon termination from the CHEMSTRAND COMPANY.

It is further agreed by each party hereto, that in case payments shall not be made at maturity, he shall pay the costs of collection or attorney's fee, in an amount equal to twenty per cent of the principal and interest due on this note, but such charge in no event to be less than ten dollars.

I/We, the undersigned, do hereby pledge all paid shares and payments on shares which I/we have now or hereafter may have in this credit union as security for this loan and do further pledge, assign, transfer and set over any salaries and/or wages from the CHEMSTRAND COMPANY (employer) and in addition, do pledge, assign, transfer and set over any monies due me/us for Vacation Pay and/or accrued to my/our credit in the Retirement Plan; and the CHEMSTRAND EMPLOYEES CREDIT UNION is hereby authorized to give such notice to said employer as may be necessary to make this assignment operative. This pledge and assignment is given to secure the payment of this loan and interest and costs that may accrue thereon, and I/we hereby authorize the Treasurer to apply any or all such paid shares and payments on shares to the payment of said loan and interests and costs.

ALL SIGNATURES MUST BE IN INK!

<u>Joe Auber</u> Signature of Witness	<u>D.W. McDougall</u> Signature of Borrower	<u>P.O. Box 88 - Silverhill, Ala.</u> Address
..... Witness Signature of Cosigner Address
..... Witness Cosigner Address
..... Witness Cosigner Address