

MERCHANTS ADJUSTMENT SERVICE,)
a corporation,)

Plaintiff,)

vs.)

J. V. POWELL,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

~~10926~~
9071

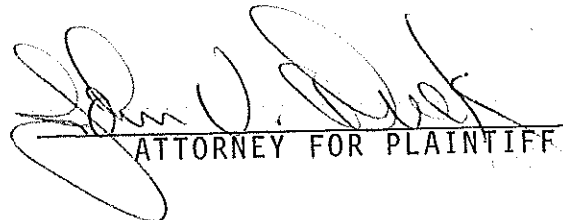
COUNT ONE

Plaintiff claims of the Defendant the sum of TWO HUNDRED THIRTY (\$230.00) DOLLARS due by promissory note made by him on, to-wit: the 26th day of September, 1969 and payable in monthly installments of FIVE (\$5.00) DOLLARS per month.

That in and by the terms of said note, the Defendant agreed that in the event of default in any one payment, the entire balance would become due at the option of the Payee, and the Payee now claims the benefit of said option, and declares the entire balance due and payable.

That further, in and by the terms of said note, the Defendant agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of FORTY (\$40.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendant waived all rights under the Constitution and laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.


ATTORNEY FOR PLAINTIFF

FILED

JAN 8 1970

ALICE J. WICK
CLERK
REGISTER

SUMMONS AND COMPLAINT

THE 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 J. V. POWELL

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.....

J. V. POWELL

..... Defendant.....

by MERCHANTS ADJUSTMENT SERVICE

..... Plaintiff.....

Witness my hand this.....

day of.....

1970

Clerk

24 1-28-78

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THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MERCHANTS ADJUSTMENT SERVICE

Plaintiffs

vs.

J. V. POWELL

Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

JAN 8 1970

Clerk

ALICE J. DUCK

CLERK
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Robertsdale, Ala. and is
employed by State Hwy. Dept.
in Bay Minette, Ala.

Received In Office

January 8 19*70*

Sheriff

I have executed this summons

this *Jan 28th* 19*70*
by leaving a copy with

J. V. Powell

Sheriff claims *50* miles at

Ten Cents per mile Total \$ *5.00*

TAYLOR WICKINS, Sheriff

BY *Hall*
DEPUTY SHERIFF

Taylor Wilkins Sheriff

H. F. Wolf Deputy Sheriff

Moore Printing Co. Bay Minette, Ala.

*50 miles R.T.
R-dale*

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

DATE January 6, 1970

Re: Merchants Adjustment Service vs.

J. V. Powell

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
(RTH)

SIGNED

SIGNED

JOHN V. DUCK
ATTORNEY AT LAW
P. O. BOX Y
FAIRHOPE, ALABAMA 36532

July 22, 1970

Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Ala.

Re: Merchants Adjustment vs.
J. V. Powell. Civil #9071

Dear Mrs. Duck:

Enclosed please find promissory note sued on in
captioned case.

Would you please have the Judge enter a judgment
in the amount of \$230.00 plus \$40.00 attorneys
fees.

Sincerely,


John V. Duck

JVD:lh
Encls.



S. 250⁰⁰

MOBILE, ALA.,

9/2619 69FOR VALUE RECEIVED I PROMISE TO PAY TO THE ORDER OF**Merchants Adjustment Service**

ROOM 603 MILNER BLDG., P. O. BOX 570, MOBILE, ALABAMA, OR AS OTHERWISE INSTRUCTED.

Two Hundred Fifty, & no/100 DOLLARS

with interest thereon from date, in installments on the dates and amounts as specified in the schedule of payments hereon. In the event I or we fail to promptly pay any installment on the date that the same matures, or if this note is one of a series of notes, and default is made in the payment of any installment on any note, then the entire unpaid principal and interest shall immediately become due and payable. The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself hereby waives as to this debt, or any renewal thereof, all right of exemption to personal property authorized by the Constitution and Laws of Alabama or any other state, and each for themselves, agree to pay all costs of collecting, securing, or attempting to collect or secure, including a reasonable attorney's fee whether suit be necessary or otherwise, and all parties hereto, for themselves, waive all necessity of demand, presentment, protest, notice of protest, and further agree that the maturity of this note may be extended without notice or consent on the part of any co-maker, endorser, surety or guarantor, and waive all right to require the payee or anyone having the beneficial interest in this note, to bring suit thereon against the principal debtor, or against any co-surety. This note is given as a convenient mode of evidencing the indebtedness due and the terms of payments, and the payee herein does not waive any right to establish or enforce any liens granted or authorized under the Laws and Constitution of the State of Alabama or any other State.

SCHEDULE OF PAYMENTS

\$	25	per month on Feb
\$	17	per month
\$	250 ⁰⁰	per month
\$	beginning 10/3/69.	
\$		
\$		
\$		
\$		
\$		
\$		
\$		
\$		
\$		
\$		
\$		
\$		
\$		

SIGNATURE (+) Joe Webb

(Seal)

ADDRESS J. V. Powell

PHONE _____

EMPLOYED BY _____

ADDRESS _____

(Seal)

PHONE _____