

STATE OF ALABAMA) IN THE CIRCUIT COURT OF
COUNTY OF BALDWIN) BALDWIN COUNTY, ALABAMA
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON KENNETH FULLILOVE, TO APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE DATE HERE- OF OF THIS SERVICE, TO A BILL OF COMPLAINT FILED AGAINST HIM IN THE CIRCUIT COURT, AT LAW, FOR SAID COUNTY AND SAID STATE BY THE ALABAMA FARM BUREAU MUTUAL CASUALTY INSURANCE CO., INC..

HEREIN FAIL NOT, DUE RETURN MAKE OF THIS WRIT AS THE LAW DIRECTS.

WITNESS MY HAND THIS THE 20 DAY OF April 1970.

Deane J. Dush
REGISTER

ALABAMA FARM BUREAU MUTUAL
CASUALTY INSURANCE CO., INC.

PLAINTIFF

VS

KENNETH FULLILOVE

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO: 9221

COUNT ONE:

PLAINTIFF CLAIMS OF DEFENDANT THE SUM OF TWO HUNDRED FORTY SIX AND 53/100 (\$246.53) DOLLARS, DUE BY PROMISSORY NOTE MADE BY HIM ON, HERETOFORE, TO-WIT, MAY 27, 1969, WHICH SUM OF MONEY, WITH INTEREST THEREON, IS DUE AND UNPAID; AND PLAINTIFF AVERS THAT IN AND BY THE TERMS OF SAID NOTE, THE DEFENDANT WAIVED ALL RIGHTS OF EXEMPTION UNDER THE LAWS OF THE STATE OF ALABAMA, AND PLAINTIFF CLAIMS THE BENEFIT OF SAID WAIVER; PLAINTIFF CLAIMS THE ADDITIONAL SUM OF \$50.00 AS A REASONABLE SUM AS ATTORNEY FEES FOR BRINGING THIS SUIT FOR THAT THE DEFENDANT IN AND BY THE TERMS OF SAID NOTE AGREED TO PAY A REASONABLE ATTORNEY FEE, AND PLAINTIFF AVERS THAT SAID AMOUNT IS A REASONABLE ATTORNEY FEE FOR THE BRINGING AND PROSECUTING OF THIS SUIT.

FILED

APR 20 1970

ALICE G. LUCK REGISTER

BAILEY & TAYLOR

By: Robert E. Taylor

ATTORNEY FOR PLAINTIFF

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO: 9221

ALABAMA FARM BUREAU MUTUAL
CASUALTY INSURANCE CO., INC.

PLAINTIFF

VS

KENNETH FULLILOVE

FILED DEFENDANT

APR 20 1970

ALICE J. DUCK CLERK
REGISTER

DEFENDANT MAY BE SERVED AT

P. O. Box 752

Fairhope, Alabama

Received 20 day of April
Served on 30 day of April
I served a copy of the within Dec
on Kenneth Fullilove 1970
By service on Kenneth Fullilove
By Taylor Wilkins, Sheriff D.S.
10 miles Fairhope
Ten Cents per mile Total \$ 2.00
BY Taylor Wilkins, Sheriff
DEPUTY SHERIFF

ALABAMA FARM BUREAU MUTUAL)
CASUALTY INSURANCE CO., INC.,)

Plaintiff,)

vs.)

KENNETH FULLILOVE,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 9221

DEMURRER

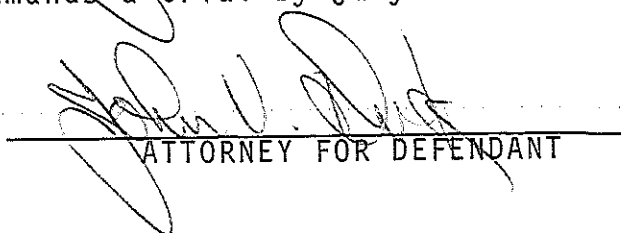
Comes now the Defendant in the above styled cause, and demurs to the Bill of Complaint filed herein, and for grounds thereof assigns the following:

1. That said Bill of Complaint does not state a cause of action.

2. That said Bill of Complaint fails to allege a default on the part of the Defendant.


ATTORNEY FOR DEFENDANT

Defendant respectfully demands a trial by jury.


ATTORNEY FOR DEFENDANT

FILED

MAY 7 1970

ALICE J. DUCK CLERK
REGISTER

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 5 day of May 1970


Attorney for Defendant

VOL 67 PART 532

ALABAMA FARM BUREAU MUTUAL
CASUALTY INSURANCE CO., INC.,

Plaintiff,

vs.

KENNETH FULLILOVE,

Defendant.

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW, CASE NO. 9221
)
)
)

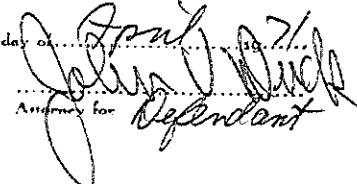
MOTION TO WITHDRAW JURY DEMAND

Comes now the Defendant in the above styled cause, by and through his attorney of record, and respectfully moves the Court to withdraw the jury demand filed herein.


ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 8 day of April, 1971

Attorney for Defendant

Filed
4-14-71

Ernie S. Blackmon
Circuit Clerk

\$ 1036.20

Montgomery, Ala.,

May 27

19 69

FOR VALUE RECEIVED, the undersigned promises to pay to the order of

ALABAMA FARM BUREAU MUTUAL CASUALTY INSURANCE CO., INC.

the sum of Ten Hundred Thirty-Six and 20/100-----

DOLLARS in Lawful

Money of the United States at Alabama Farm Bureau Mutual Casualty Insurance Co., Inc., Montgomery, Ala., said indebtedness being payable in

12 monthly installments as follows: 12

installments of \$ 86.35

and

installments of \$

beginning July 10, 1969 and same day of each and every month thereafter until \$ 1036.20 shall have been paid with interest after maturity at the maximum legal contract rate.

All parties liable hereon, whether makers, endorsers, sureties, or guarantors, agree, each for himself, if this note does not bear interest on its face, to pay a discount rate thereon of _____ per cent per annum until maturity. All parties liable hereon, whether makers, endorsers, sureties, or guarantors, hereby severally waive, each for himself, as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property, 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 makers, endorsers, sureties, and guarantors of this note severally waive demand, presentment, protest, notice of dishonor and protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension; and hereby declare and contract with the payee or holder hereof that there is no contract or understanding made or had by them, or either of them, with the payee, or any other person, which in any manner limits or affects their liability on this paper.

In case default shall be made in the payment of any one of said installments, or in case of the violation of any of the terms or provisions of this note, then the remaining unpaid installments shall immediately thereupon become due and payable at the option of the holder of this note, and the holder shall have the right at its option to proceed immediately for the collection of the unpaid installments thereof, together with interest thereon.

It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears.

In witness whereof, I have hereunto set My hand and seal, on the day and date above written.

Address

Phone No.

Bus. _____ }
Res. _____ } *K L Fullilove* (L. S.)

Bus. _____ }
Res. _____ } _____ (L. S.)

Bus. _____ }
Res. _____ } _____ (L. S.)

FILED

MAY 20 1971

EUNICE B. BLACKMON CLERK

MAY 30 1969

We, the endorsers hereof, severally waive all rights to exemption under the Constitution and Laws of this or any other State, and agree to pay a reasonable attorney's fee for collecting or attempting to collect this note; and also waive demand, notice of dishonor, presentment, protest and notice thereof, and all other requirements necessary to hold us and each of us. We further agree to be bound by all the terms and obligations contained and expressed in the face of this note, and that any and all payments made by, or extensions granted to the maker and/or endorser, shall extend or toll the statute of limitations as to all endorsers the same as to the maker.

In witness whereof _____ have hereunto set _____ hand _____ and seal _____ on the day and date of this instrument.

(L. S.)

(L. S.)

PAY TO THE ORDER OF
Deposit Guaranty National Bank
JACKSON, MISSISSIPPI

Barnes

ATTORNEY IN FACT