

STATE OF ALABAMA
COUNTY OF BALDWIN

)
)
)

IN THE CIRCUIT COURT OF 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 hereof 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 FIRST NATIONAL BANK OF MOBILE, ALABAMA, A CORPORATION.

Herein Fail not, due return make of this writ as the law directs.

Witness my hand this the 20 day of April, 1970.

Alice J. Duck
REGISTER

THE FIRST NATIONAL BANK OF MOBILE,
ALABAMA, A CORPORATION

PLAINTIFF

VS

KENNETH FULLILOVE

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO: 9272

COUNT ONE:

Plaintiff claims of Defendant the sum of ONE THOUSAND FIVE HUNDRED and no/100 (\$1,500.00) DOLLARS, due by promissory note made by him on, heretofore, to-wit, March 31, 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 \$300.00 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 J. DUCK

CLERK
REGISTER

BAILEY & TAYLOR

By: *Walter E. Taylor*

Attorney For Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO: 9723

THE FIRST NATIONAL BANK OF
MOBILE, ALABAMA, A CORPORATION

PLAINTIFF

VS

KENNETH FULLILOVE

DEFENDANT

DEFENDANT MAY BE SERVED AT

P. O. BOX 752

Fairhope, Alabama

FILED

APR 20 1970

ALICE J. DUCK

CLERK
REGISTER

Received 20 day of April 1970
and on 30 day of April 1970

I served a copy of the within OKC
on Kenneth Fullilove

By service on Kenneth Fullilove

TAYLOR WILKINS, Sheriff
By W. C. Gentry D. S.

nd miles Fairhope

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY W. C. Gentry DEPUTY SHERIFF

THE FIRST NATIONAL BANK OF MOBILE,)
ALABAMA, a corporation,

Plaintiff,

VS.

KENNETH FULLILOVE,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 9223

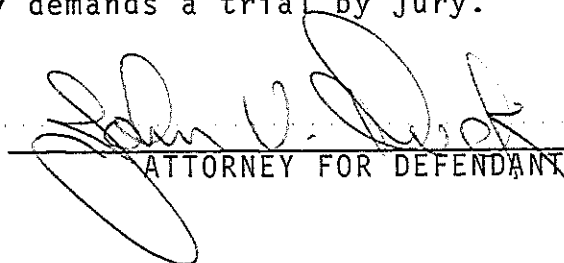
DEMURRER

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

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

FILED

MAY 7 1970

ALICE J. DUCK CLERK
REGISTER

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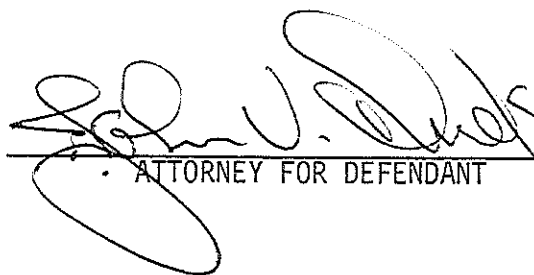
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THE FIRST NATIONAL BANK OF MOBILE,)
ALABAMA, a corporation,)
Plaintiff,)
vs.)
KENNETH FULLILOVE,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 9223

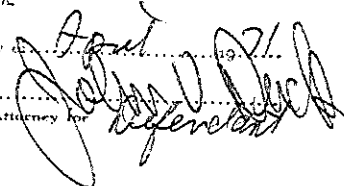
MOTION TO WITHDRAW JURY DEMAND

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 ~~concord~~
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.

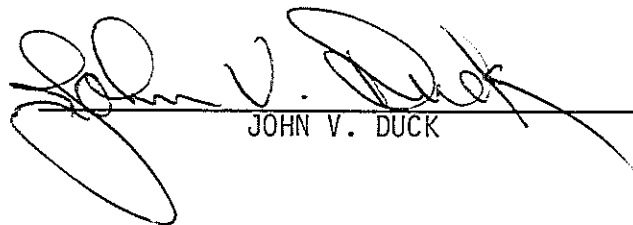
This 8 day of April 1971

Attorney for Defendant

Filed 4-14-71
Eunice B. Blackburn
Circuit Clerk

THE FIRST NATIONAL BANK OF MOBILE,)
ALABAMA, a corporation,)
Plaintiff,)
vs.)
KENNETH FULLILOVE,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, CASE NO. 9223

Comes now JOHN V. DUCK, Attorney for the Defendant in the above styled cause, and respectfully moves the Court to allow him to withdraw as Attorney for the Defendant, and for grounds thereof says: That the Defendant has removed himself from the State of Alabama and that his whereabouts are unknown to his Attorney of Record.


JOHN V. DUCK

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..... day of..... 1971

Attorney for

Defendant

Filed 4-14-71
Ernie B. Blackburn
Circuit Clerk

No. _____

Mobile, Ala.,

MARCH 31, 19 69

NINETY DAYS

AFTER DATE, WITHOUT GRACE, !

PROMISE TO PAY TO THE ORDER OF

The First National Bank of Mobile, Mobile, Alabama.....\$1,500.00

- - - - ONE THOUSAND FIVE HUNDRED AND NO/100 - - - - DOLLARS

WITH INTEREST

For Value Received, PAYABLE at the FIRST NATIONAL BANK, Mobile, Alabama. 1,529.34

Each party hereto, whether maker, endorser, surety or guarantor, each, for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated hereon; (c) in all events, this note shall bear interest at the rate of eight per centum per annum from maturity until paid; (d) that upon (1) failure to pay when due any sum under this note, (2) the making of any representation to Bank which is incorrect in any material respect when made, (3) acceleration of the due date of any obligation of the undersigned to Bank or any other creditor for the payment of money prior to the expiration of the maturity date thereof, (4) the undersigned making an assignment for the benefit of creditors, (5) failure to pay any debt when due, (6) commencement of any bankruptcy, insolvency, receivership, reorganization, arrangement, dissolution or liquidation proceedings by or against the undersigned or any endorser, surety or guarantor for the undersigned, (7) the death, termination of existence or incompetency of the undersigned, or (8) the holder of this note deeming itself insecure, the entire indebtedness evidenced hereby shall become due and payable immediately, at the option of the holder hereof, without notice; (e) no failure to exercise and no delays in exercising any right hereunder shall operate as a waiver thereof as to any subsequent default; (f) to pay all costs and no delays in 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. Each party hereto waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and each severally waives demand, presentment, protest, suit, and all other requirements necessary to hold each of them.

Address P.O. BOX 752 36532
FAIRHOPE, ALA.

K. L. EULLILOVE

(SEAL)

Due

EULLILOVE

(SEAL)

30613

VOL

K 67

PAGE 538

1570

51
FIRST NATIONAL BANK
MOBILE, ALABAMA
20 1971
COUNTER & BLACKBOARD

Each of the undersigned endorsers severally guarantees and agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated thereon; (c) to pay interest thereon from the date of maturity at the rate of eight per centum per annum until paid; (d) 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; (e) to be bound by all of the provisions of this note; (f) that payment of this note may be extended in whole or in part, and the provision thereof modified, at any time, all without notice to and without affecting or releasing the liability of the undersigned; and (g) severally waives all rights of exemption under the constitution and laws of Alabama or any other State; and (h) as endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest or dishonor, suit, and all other requirements necessary to hold them.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)