

Your File No.
Our File No. 70-137

Law Offices
E. G. RICKARBY
35 SOUTH SECTION STREET
FAIRHOPE, ALABAMA 36532

Code 205
Telephone: 923-9836
Mailing Address
P. O. BOX 471

June 11, 1970

No. 9357

Mrs. Alice J. Duck
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Duck:

Inre: First National Bank of Fairhope
versus Emmett Gullledge

Enclosed find Summons & Complaint on a suit on a promissory note.

Please process and oblige.

Yours very truly,

E. G. Rickaby

EGR/jc
Encl.
cc: First National Bank of Fairhope
6-30-70

FIRST NATIONAL BANK OF FAIRHOPE,
Fairhope, Alabama, a banking
corporation,

Plaintiff,

VERSUS

EMMETT GULLEDGE,
Defendant.

X

X

X

X

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendant ONE THOUSAND FOUR HUNDRED TWENTY-FOUR AND 19/100 (\$1,424.19) DOLLARS due by promissory note made by him on the 12th day of December, 1966, for \$5,047.50 and payable on the 15th day of June, 1967, with interest thereon at the rate of Eight (8%) per annum from the 8th day of June, 1970.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama, and the Defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff hereby claims the further sum of ONE HUNDRED FORTY-TWO AND 42/100 (\$142.42) DOLLARS as such attorney's fee.

Count II.

The Plaintiff claims of the Defendant FOUR THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 14/100 (\$4,779.14) DOLLARS, due by promissory note made by him on the 15th day of July, 1966, for \$7,000.00 payable on the 15th day of December, 1966, with interest thereon at the rate of Seven (7%) percent per annum, payable from the 8th day of June, 1970.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama, and the Defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff hereby claims the further sum of FOUR HUNDRED SEVENTY-SEVEN AND 91/100 (\$477.91) DOLLARS as such attorney's fee.

E. G. Rickaby
E. G. RICKABY, Attorney for
Plaintiff.

Defendant's address is Summerdale, Alabama.

FILED

JUN 22 1970

ALICE J. DUCK

CLERK
RECORDS

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 935-1

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon EMMETT GULLEDGE

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.....

EMMETT GULLEDGE

by FIRST NATIONAL BANK OF FAIRHOPE, Fairhope, Alabama, a banking
Corporation,

Witness my hand this.....22.....day of.....June.....19..70..

ALICE J. DUCK

Clerk

6-26-70

No. 9351

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

First National Bank of
Fairhope
Plaintiffs

vs.

Emmett Gullledge
Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

JUN 22 1970

Clerk

ALICE J. DUCK CLERK
REGISTER

E. G. Ralston
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

June 22 19 70
Taylor Wilkins Sheriff

I have executed this summons

this 6-26 19 70
by leaving a copy with

Emmett Gullledge

Sheriff claim 60 miles
Ten Cents per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
BY Blair
DEPUTY SHERIFF

Taylor Wilkins Sheriff
H. F. B. your Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

60 miles
8-Dele.

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Mailing Address
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August 12, 1970

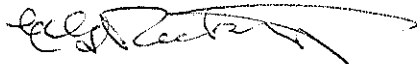
Mrs. Eunice Blackmon
Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

Inre: First National Bank of Fairhope
versus Emmett Gullledge
Case No. 9351

Please get out the docket sheet and put this letter on Judge Mashburn's desk for a judgment. At the same time, would you mail the Bank of Fairhope a cost bill in this case as there is little chance of collecting this judgment right away.

Yours very truly,



Cost
Bill

Our File No. 70-137

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Code 205
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Mailing Address
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August 12, 1970

Honorable Telfair J. Mashburn
Circuit Judge, Baldwin County
Bay Minette, Alabama 36507

Dear Judge Mashburn:

Inre: First National Bank of Fairhope
vs. Emmett Gullledge
Case No. 9351

Request Judgment by Default on promissory note originally for \$5,047.50 and now having a principal balance due of \$1,424.19 with \$14.29 interest and \$142.42 attorney's fee, making a total sum of \$1,580.90 with waiver of exemption.

Am handing you another note having a principal balance of \$4,779.14, plus \$31.86 interest and \$477.91 attorney's fee, making a total balance of \$5,288.91 with waiver of exemption or for a total figure of \$6,869.81, and oblige.

Yours very truly,

E. G. Rickarby

68 69 81

EGR/jc

Enc.

cc: First National Bank of Fairhope
9-23-70

NOTE # 9971

FIRST NATIONAL BANK OF FAIRHOPE

FAIRHOPE, ALABAMA,

Dec 12

19 66

\$ 5047.50

Plus 8% Int

JUNE 15, 1967

after date, without grace, I or We promise to pay to the

order of FIRST NATIONAL BANK OF FAIRHOPE,

Five Thousand Fourty Seven + 50/100 - Plus 8% Int

DOLLARS

For value received. Payable at FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALA.

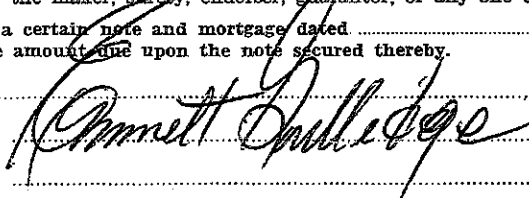
The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and 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 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, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

This note is given not as payment, but as additional collateral security to a certain note and mortgage dated _____ and is in no wise to impair the validity of said mortgage, or to decrease the amount due upon the note secured thereby.

Witnesshand.....and seal.....this, the.....day of....., 19.....

ATTEST.....

9771



(Seal)

(Seal)

RENEWAL NOTE

Note # 8998

FIRST NATIONAL BANK OF FAIRHOPE

FAIRHOPE, ALABAMA,

July 15

19 66

\$ 7010.00

+ 7%

150 Days

after date, without grace, I or We promise to pay to the

order of FIRST NATIONAL BANK OF FAIRHOPE,

Seven Thousand + 00/100 + 7% Interest

DOLLARS

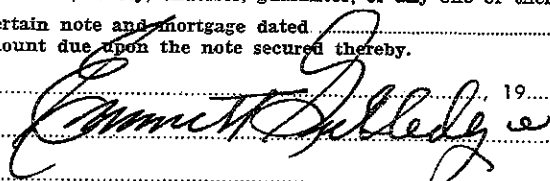
For value received. Payable at FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALA.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives 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 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, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

This note is given not as payment, but as additional collateral security to a certain note and mortgage dated _____ and is in no wise to impair the validity of said mortgage, or to decrease the amount due upon the note secured thereby.

Witnesshand.....and seal.....this, the.....day of....., 19.....

ATTEST.....



(Seal)

(Seal)

RENEWAL NOTE

The undersigned endorser assume the contract shown by the face of this note.

5382.50 NOTE # 9771
179.42 NT

5561.92
514.42 PAID

5047.50

4 8% Int

The undersigned endorser assume the contract shown by the face of this note.

PAID 490.00