

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon J. L. Boutwell to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of the Pinto Credit Union.

Witness my hand this the 14 day of Oct, 1970.

Alice J. Duck  
Clerk

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PINTO CREDIT UNION,	I	IN THE CIRCUIT COURT OF
Plaintiff,	I	BALDWIN COUNTY, ALABAMA
Vs.	I	AT LAW
J. L. BOUTWELL,	I	
Defendant.	I	NUMBER: <u>9514</u>
	I	

The Plaintiff claims of the Defendant the sum of TWO HUNDRED EIGHTY-FOUR AND 15/100 (\$284.15) DOLLARS, as balance due on a promissory note for \$400 made by him on the 15th day of May, 1969 and payable on the 29th day of September, 1969 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

HAYES & BOGGS  
Attorneys for Plaintiff

Wilson Hayes  
Wilson Hayes

Defendant may be found at:

Route 1, Box 232  
Perdido, Alabama 36562

**FILED**

OCT 14 1970

**ALICE J. DUCK** CLERK  
REGISTER

NUMBER: 9514

PINTO CREDIT UNION,  
Plaintiff,  
Vs.  
J. L. BOUTWELL,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

Defendant may be served:

Route 1, Box 232  
Perdido, Alabama 36562

Sheriff's Office 810 miles at  
Ten Cents per mile Total \$ 81.00  
TAYLOR WILKINS, Sheriff  
by JOHNAT  
DEPUTY SHERIFF

Received 15 day of Oct 19 70  
and on 27 day of Oct 19 70  
I served a copy of the within 810  
on J. L. Boutwell

By service on \_\_\_\_\_

TAYLOR WILKINS Sheriff  
Johnat  
Perdido  
D.S.

5506

Date 5-15-69 Badge 8385 Book No. \_\_\_\_\_ Note No. \_\_\_\_\_On demand after date, for value received, we J. L. Boutwell as principal  
And \_\_\_\_\_ and \_\_\_\_\_ as co-makerWaiving our rights of demand and notice, jointly and severally promise to pay to the PINTO CREDIT UNION, or order, the  
sum of Four hundred dollars(\$ 400<sup>00</sup>) with interest payable at the rate of \_\_\_\_\_ One per cent per month on the unpaid  
balance in 40 (Weekly) (Semi-monthly) installments of (Principal \$ 100)  
Interest \$ 50 Total \$ \_\_\_\_\_ The first payment to be made 1050 and a like  
amount every \_\_\_\_\_ payday thereafter, until the full amount has been paid.Collateral: See

This note is subject to all rules and regulations, as set forth in Pinto Credit Union By-Laws, to-wit: When a Member's employment by the Alabama Dry Dock & Shipbuilding Company, its affiliated companies, or the Pinto Credit Union, has been terminated, and the unpaid balance on any loan or loans is greater than that amount credited to his shares accounts, such unpaid balance shall immediately become due and payable.

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. We hereby pledge the above described collateral and all paid shares, payments of shares, which we now have or hereafter may have in this Credit Union, for loans, interest, fines, costs or expenses, and we hereby authorize the Treasurer to apply any or all such above described collateral and paid shares, or payments of shares, to the payment of said loans, interest, fines, costs, or expenses.

Said principal and co-makers severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them; and we severally agree that the time of payment may be extended, or renewal note taken, or other indulgence granted without notice of or consent to such action, without release of liability as to any such party.

Said principal and co-makers severally agree that the entire balance of this note shall become immediately due and payable at the option of this Credit Union; and we severally agree to waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to the exercise of said option to declare the entire balance of this note immediately due and payable.

Said principal and co-makers hereby severally authorize the Credit Union or its successors to deduct from their earnings for the benefit of this Credit Union, amounts sufficient to cover any sums which may be due and payable, or any sums which may be declared to be due and payable on this note.

Said principal and co-makers, jointly and severally, promise to pay, while in default, a fine at the rate of one per cent per month on amounts in default, together with costs or expenses incurred in the collection of any sum due.

Also, if the holder hereof, after default, shall place this note in the hands of an attorney for collection, to pay an additional sum equal to twenty percent of the aggregate of principal, interest and fines due on this note at the time of the employment of such attorney such charge in no event to be less than ten dollars.

Said principal and co-makers, hereby jointly and severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or any other state, as to personal property.

It is agreed and understood that the loan application attached to this note is a part of said note, and the maker hereby certifies that the statements contained therein are true to the best of his knowledge and belief.

ADDRESS

BADGE

NAME

8385

1. Maker J. L. Boutwell

2. Co-Maker \_\_\_\_\_

3. Co-Maker \_\_\_\_\_

4. Co-Maker \_\_\_\_\_

☐ Posted On Card

DATE OF LOAN	AMT. OF LOAN	COLLATERAL	BALANCE DUE	AMT. OF PAYMENTS

Badge Number \_\_\_\_\_

Pass Book No. \_\_\_\_\_

Share Balance \_\_\_\_\_

I hereby apply for a Loan of \$ \_\_\_\_\_ To be repaid in \_\_\_\_\_ Pmts. At the rate of \$ \_\_\_\_\_

Plus interest each \_\_\_\_\_ payday by \_\_\_\_\_ deduction from my payroll check.

I desire this loan for the following purpose (Explain Fully) \_\_\_\_\_

Names of co-makers or security \_\_\_\_\_

It is understood that the payment of an insurance claim because of Total and Permanent Disability of a member of PINTO CREDIT UNION shall be made solely for the reason, that the member, prior to his 60th birthday, is totally and permanently unable to engage in any occupation for remuneration or profit.

Employed By \_\_\_\_\_ Foreman \_\_\_\_\_ Your Phone No. \_\_\_\_\_ Shift \_\_\_\_\_

Job \_\_\_\_\_ Seniority Date \_\_\_\_\_

Birth Date \_\_\_\_\_ Wage Rate \$ \_\_\_\_\_

Social Security Number \_\_\_\_\_ Value of home \_\_\_\_\_

I HEREBY CERTIFY THAT ALL OF THE FOREGOING STATEMENTS ARE TRUE AND COMPLETE AND ARE SUBMITTED FOR THE PURPOSE OF OBTAINING THIS LOAN.

Date \_\_\_\_\_ Badge Number \_\_\_\_\_ Name J L Bantley

Address \_\_\_\_\_

#### COMMITTEE ACTION

We, the undersigned members of the Credit and/or Advisory Committee, PINTO CREDIT UNION, after having considered the financial position of the applicant, do hereby approve a loan in the amount applied for.

#### CREDIT COMMITTEE

(Signed) \_\_\_\_\_

(Signed) \_\_\_\_\_

(Signed) \_\_\_\_\_

Remarks: \_\_\_\_\_

Committee's action is recorded in the Minutes of

\_\_\_\_\_, 19 \_\_\_\_\_

#### ADVISORY COMMITTEE

(Signed) \_\_\_\_\_

(Signed) \_\_\_\_\_

(Signed) \_\_\_\_\_

Remarks: \_\_\_\_\_

Committee's action is recorded in the Minutes of

\_\_\_\_\_, 19 \_\_\_\_\_

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

December 3, 1970

TELEPHONE 937-5506

Clerk, Circuit Court  
Baldwin County  
Bay Minette, Alabama 36507

Re: Pinto Credit Union Vs. J. L.  
Boutwell, Case #9514

Dear Mrs. Duck:

Please submit to the Court for Judgment for  
\$352.34 on Promissory Waiver Note. Enclosed is a  
copy of the note.

With kind regards, I am

Yours very truly,

  
Wilson Hayes

WH/ms  
Enc.