

# THE BANK OF ATMORE

ORGANIZED 1904

ATMORE, ALABAMA

36502

CONRAD HAMILTON  
ASSISTANT VICE PRESIDENT

October 1, 1971

Mr. Daniel Benton  
Attorney at Law  
Post Office Box 471  
Fairhope, Alabama 36532

Dear Mr. Benton:

Enclosed is the original note of Harold E. Bain and Marian E. Bain. Please sign the enclosed copy of this letter and return it to me so that we may have an acknowledgement of your receipt of the note.

If nothing happens, I will be the witness for the bank on October 19.

Yours truly,



Conrad Hamilton  
Assistant Vice President

CH: jr

Enclosures

I hereby acknowledge receipt of the above-mentioned note this \_\_\_\_\_ day of October, 1971.

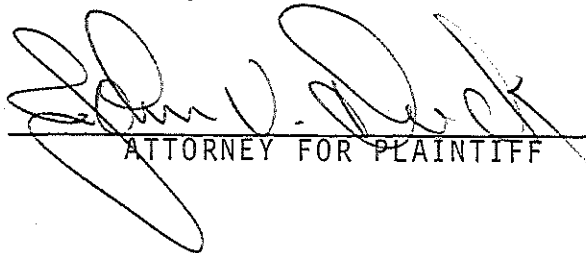
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GEORGE T. FOWLER,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
BAY NAUTICAL SUPPLY COMPANY,	)	
INC., a corporation,	)	
Defendant.	)	

COUNT ONE

Plaintiff claims of the Defendant the sum of ONE THOUSAND (\$1,000.00) DOLLARS as damages, for the breach of a written agreement, a copy of which is attached hereto and by reference made a part hereof as though fully incorporated herein.

That in and by the terms of said agreement, the Defendant herein agreed to pay a reasonable market value of replacing in a building that Defendant rented from the Plaintiff, or replace the tile floor on the expiration of the said leasehold agreement, and the Plaintiff avers that the Defendant vacated the premises on, to-wit: the 30th day of September, 1970, and fails and refuses to replace the said tile floor or pay the reasonable market value thereof according to the tenor of said agreement.

  
 ATTORNEY FOR PLAINTIFF

**FILED**

DEC 31 1970

**ALICE J. DUCK** CLERK  
 REGISTER

AGREEMENT

STATE OF ALABAMA

BALDWIN COUNTY

THIS AGREEMENT, made this the 10th day of Dec, 1969, by and between GEORGE T. FOWLER, hereinafter referred to as "FIRST PARTY:", and JACK GLOVER, individually, and BAY NAUTICAL SUPPLY COMPANY, INC., a corporation, hereinafter referred to as "SECOND PARTY".

WITNESSETH:

WHEREAS, the First Party has rented to the Second Party premises on Fairhope Avenue owned by the First Party, and

WHEREAS, the Second Party has agreed and do by these presents agree that upon the vacation of the said building, that the Second Party will either replace the tile floor thereon after the expiration of the term, or will pay to the First Party an amount equal to the reasonable market value of having the tile floor replaced in a like or similar condition as at the time of letting of the premises.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be executed on this the day and year first above written.

Witness:

Sandra L. Wilson  
As to George T. Fowler

George T. Fowler  
GEORGE T. FOWLER

BAY NAUTICAL SUPPLY COMPANY, INC.

By

Jack Glover  
President

Attest:

Secretary

JACK GLOVER

Witness:

As to Bay Nautical Supply Company, Inc.  
and Jack Glover

If the jury find in favor of the  
Plaintiff in the amount of \$450<sup>00</sup>.

Four Hundred and Fifty Dollars - No costs

Edw. H. Hamme

Foreman

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 .....BAY NAUTICAL SUPPLY COMPANY, INC.....

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.....

.....BAY NAUTICAL SUPPLY COMPANY, INC....., Defendant.....

by .....GEORGE T. FOWLER.....  
....., Plaintiff.....

Witness my hand this.....31.....day of.....Dec.....19..10.

.....Alice J. Duck, Clerk

No. 9625

Page.....

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**

**CIRCUIT COURT**

GEORGE T. FOWLER

Plaintiffs

vs.

BAY NAUTICAL SUPPLY COMPANY,  
INC.

Defendants

**SUMMONS AND COMPLAINT**

Filed

**FILED**

19.....

Clerk

DEC 31 1970

68  
PAGE 453

**ALICE J. DUCK**

CLERK  
REGISTER

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
702 No. Section Street  
Fairhope, Alabama

Recieved In Office

Dec. 31 1970

Taylor W. Wilkins Sheriff

I have executed this summons

this 8. JAN 1971

by leaving a copy with

Bay Nautical Supply CR

Sheriff claims 70 miles at

Ten Cent. per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY W. C. Crook  
DEPUTY SHERIFF

Taylor W. Wilkins Sheriff

W. C. Crook Deputy Sheriff

THE BANK OF ATMORE, a Banking  
Corporation

Plaintiff

Vs:

MARIAN B. BAIN,

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 7800

A N S W E R

Comes now defendant in the above entitled matter, and for answer  
to the complaint heretofore filed says as follows:

1. Not guilty.
2. That the allegations in said complaint are not true.

FEIBELMAN & SILVER  
Attorneys for Defendant

  
Of Counsel

Defendant respectfully demands a trial by jury.

  
HERBERT P. FEIBELMAN, JR.  
Attorney for Defendant

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 23

day of DEC, 1970, served a  
copy of the foregoing pleading on counsel for all  
parties to this proceeding by mailing the same  
by United States mail, properly addressed, and  
first class postage prepaid.

**FILED**

MAR 10 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

THE BANK OF ATMORE,  
A Banking Corporation,

Plaintiff,

VERSUS

MARIAN B. BAIN,

Defendant.

X  
X  
X  
X  
X  
X  
X

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

9600

C O M P L A I N T

The Plaintiff claims of the Defendant ONE THOUSAND NINETEEN AND 35/100 (\$1,019.35) DOLLARS due by Promissory Note made by her on, to-wit, the 16th day of May, 1970, and payable on the 15th day of August, 1970, with interest thereon.

And the Plaintiff avers that in the said Note and as a part of the consideration thereof, the Defendant agreed to pay late charges on the respective installments after maturity thereof and as such amount, the Plaintiff claims the additional sum of THIRTEEN AND 40/100 (\$13.40) DOLLARS.

And the Plaintiff avers that in said Note and as a part of the consideration thereof, 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 FIFTY-FOUR AND 80/100 (\$154.80) DOLLARS as such attorney's fee.

Daniel A. Benton  
DANIEL A. BENTON,  
Attorney for Plaintiff.

Defendant can be served at her place of employment, which is Thomas Corte Pontiac in Fairhope, Alabama.

FILED

DEC 14 1970

(VOL

68

PAGE 454

ALICE J. DUCK

CLERK  
REGISTER



We the jury find for the Pl. and  
against the Def. Marion B. Brown on  
promissory loan note for \$1184.55.

Foreman  
Fred A. Hough

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

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 MARIAN B. BAIN

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.....MARIAN

B.....BAIN....., Defendant.....

by THE BANK OF ATMORE, a Banking Corporation,

..... Plaintiff.....

Witness my hand this.....14.....day of.....Dec.....1970

Alice J. Week Clerk

No. 9600

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

THE BANK OF ATMORE, a Banking  
Corporation, Atmore, Alabama,  
Plaintiffs

vs.

MARIAN B. BAIN,  
Defendants

SUMMONS AND COMPLAINT

Filed DEC 14 1970 Clerk

DEC 14 1970

Clerk

ALICE J. DUCK

CLERK  
REGISTER

Daniel A. Benton

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Dec 14 1970

Myron Wilkins Sheriff

I have executed this summons

this 18 Dec. 1970

by leaving a copy with

Marian B. Bain

Sheriff claims no.

Ten Cents per line of text 7.00

Myron Wilkins, Sheriff

BY W. C. Rock

DEPUTY SHERIFF

Myron Wilkins Sheriff

W. C. Rock Deputy Sheriff

LAW OFFICES  
RICKARBY & BENTON

ATTORNEYS AT LAW  
35 SOUTH SECTION STREET  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36532

E. G. RICKARBY  
DANIEL A. BENTON

TELEPHONE  
(205) 928-2308

January 5, 1971

Mrs. Eunice Blackmon  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

Inre: The Bank of Atmore vs. Marian B. Bain  
File #B70-263 Case #9600

Enclosed find the original of the Answer in the case of the Bank of Atmore vs. Marian B. Bain, Case No. 9600. I think that the original was forwarded to my office by mistake and I am herewith forwarding it to you for filing in this case.

Yours very truly,

  
DANIEL A. BENTON  
Attorney at Law

DAB/jc  
Encl.

cc: Mr. Herbert P. Feibelman, Jr.

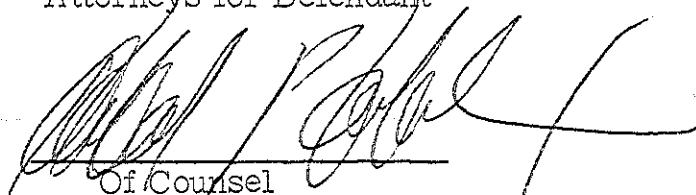
THE BANK OF ATMORE, a Banking Corporation	:	IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA
Plaintiff	:	
	:	AT LAW
Vs:	:	
MARIAN B. BAIN,	:	CASE NO. 7600
Defendant	:	

A N S W E R

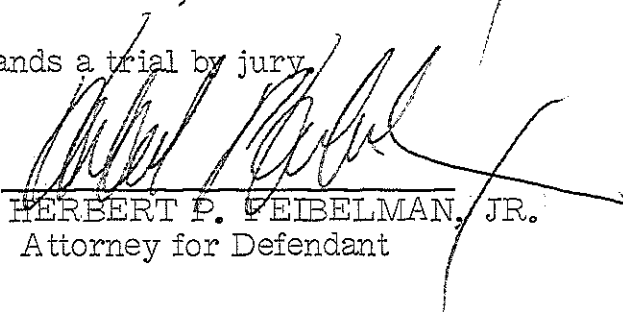
Comes now defendant in the above entitled matter, and for answer to the complaint heretofore filed says as follows:

1. Not guilty.
2. That the allegations in said complaint are not true.

FEIBELMAN & SILVER  
Attorneys for Defendant

  
Of Counsel

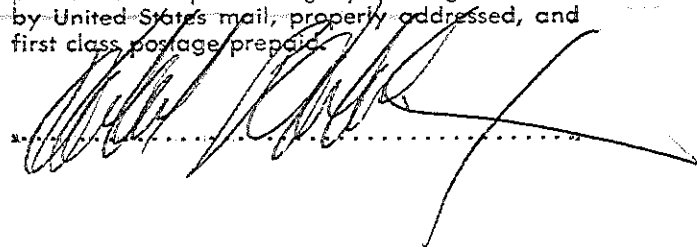
Defendant respectfully demands a trial by jury.

  
HERBERT P. FEIBELMAN, JR.  
Attorney for Defendant

**CERTIFICATE OF SERVICE**

I do hereby certify that I have on this 23

day of Dec, 1970, served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing the same by United States mail, properly addressed, and first class postage prepaid.



**FILED**

JAN 7 1971

ALICE J. DUCK CLERK REGISTER

Standard Snap®

HOLD YELLOW COPY AND SNAP-OUT SEND WHITE AND PINK COPIES WITH CARBON

FOR TYPEWRITER OR HAND USE

Rapid Memo 98-132B Trip

RAPID MEMO

TO

Mrs. Eunice Blackmon, Clerk  
Circuit Court of Baldwin County  
Baldwin County Courthouse  
Bay Minette, Alabama 36507

FROM

Sue R. Riley  
Secretary to Herbert P. Feibelman, Jr.

SUBJECT

The Bank of Atmore vs. Marian B. Bain

DATE

March 9, 1971

MESSAGE Case No. 9600

Dear Eunice:

Here is the Xerox copy of the pleading that was lost in the mail,  
together with a xerox copy of Mr. Benton's letter to you dated January 5, 1971.  
We appreciate your cooperation in this matter.

Drop in and see me if you are ever over this way.

SIGNED

(Mrs.) Sue R. Riley

REPLY

SIGNED

DATE

Our File No. ....

Your File No. ....

Law Offices

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

Code 205  
Telephone: 928-9836

Mailing Address  
P.O. Box 471

January 3, 1971


Mrs. Eunice Blackmon  
Clerk of the Circuit Court  
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

In re: The Bank of Atmore vs. Marian B. Bain  
File #B70-263 Case #9600

Enclosed find the original of the Answer in the case of the Bank of Atmore vs. Marian B. Bain, Case No. 9600. I think that the original was forwarded to my office by mistake and I am herewith forwarding it to you for filing in this case.

Yours very truly,

  
DANIEL A. BENTON  
Attorney at Law

DAB/jc

Encl.

cc: Mr. Herbert P. Feibelman, Jr.

LAW OFFICES  
RICKARBY & BENTON

E. G. RICKARBY  
DANIEL A. BENTON

ATTORNEYS AT LAW  
35 SOUTH SECTION STREET  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36532

TELEPHONE  
(205) 928-2308

December 11, 1970

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


Dear Mrs. Duck:

Inre: The Bank of Atmore vs. Marian B. Bain  
File No. B70-263

Enclosed find Summons & Complaint in the above  
styled cause, together with check for \$25.00 Court costs  
deposit.

Please process and oblige.

Yours very truly,

  
DANIEL A. BENTON  
Attorney at Law

jc  
Encls.  
cc: The Bank of Atmore

9600



THE BANK OF ATMORE,  
a banking corporation

Plaintiff

vs.

MARIAN B. BAIN,

Defendant

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 9600 *Bz*

A F F I D A V I T

STATE OF ALABAMA

BALDWIN COUNTY

Personally appeared before me, EUNICE B. BLACKMON, Clerk of the Circuit Court in and for Baldwin County and State aforesaid, DANIEL A. BENTON, who, being first duly sworn, on oath says that at a regular October term of the Circuit Court of Baldwin County, Alabama, to-wit, on the 19th day of October, 1971, THE BANK OF ATMORE, a banking corporation, recovered a judgment against MARIAN B. BAIN for the sum of ONE THOUSAND ONE HUNDRED EIGHTY-FOUR AND 55/100 DOLLARS (\$1184.55) besides cost of suit; that said judgment remains wholly unsatisfied and in full force and effect; that THOMAS PONTIAC COMPANY, a corporation, in Fairhope, Alabama, is supposed to be indebted to or have effects of the said MARIAN B. BAIN in its possession or under its control and that he believes process of garnishment against said THOMAS PONTIAC COMPANY is necessary to obtain satisfaction of said judgment.

*Daniel A. Benton*  
AFFIANT

Sworn to and subscribed before me this the 11 day of Nov., 1971.

*Eunice B. Blackmon*  
EUNICE B. BLACKMON, Clerk of the  
Circuit Court, Baldwin County, Alabama

FILED

NOV 11 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

THE BANK OF ATMORE, a banking corporation	)	IN THE CIRCUIT COURT OF
	)	BALDWIN COUNTY, ALABAMA
Plaintiff	)	
	)	AT LAW
vs.	)	
MARIAN B. BAIN,	)	
	)	CASE NO. 9600
Defendant	)	

A F F I D A V I T

STATE OF ALABAMA  
BALDWIN COUNTY

Personally appeared before me, EUNICE B. BLACKMON, Clerk of the Circuit Court in and for Baldwin County and State aforesaid, DANIEL A. BENTON, who, being first duly sworn, on oath says that at a regular October term of the Circuit Court of Baldwin County, Alabama, to-wit, on the 19th day of October, 1971, THE BANK OF ATMORE, a banking corporation, recovered a judgment against MARIAN B. BAIN for the sum of ONE THOUSAND ONE HUNDRED EIGHTY-FOUR AND 55/100 DOLLARS (\$1184.55) besides cost of suit; that said judgment remains wholly unsatisfied and in full force and effect; that THOMAS PONTIAC COMPANY, a corporation, in Fairhope, Alabama, is supposed to be indebted to or have effects of the said MARIAN B. BAIN in its possession or under its control and that he believes process of garnishment against said THOMAS PONTIAC COMPANY is necessary to obtain satisfaction of said judgment.

  
\_\_\_\_\_  
AFFIANT

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 1971.

\_\_\_\_\_  
EUNICE B. BLACKMON, Clerk of the  
Circuit Court, Baldwin County, Alabama

FILED

NOV 11 1971

EUNICE B. BLACKMON CIRCUIT CLERK

106.93

Harold E. Bain & Marian E. Bain  
Greeno Road, P. O. Box 73, Fairhope,  
Ala

\$ 1,126.65

Atmore, Alabama, May 16, 1970

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of THE BANK OF ATMORE at its office in Atmore, Alabama, the sum of Eleven hundred twenty-six and 65/100 Dollars, payable in 21 installmentsof \$ 53.65 each, and one final installment of \$ \_\_\_\_\_. The first installment shall be due on June 15, 1970, 19 \_\_\_\_ after date hereof and one of such remaining installments shall be due on the 15th dayof each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. The undersigned shall be liable for the payment of a late charge on the respective installments after maturity thereof.

In the event of default in payment of any of said installments when due, or in the event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against, application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

The parties to this instrument whether maker, endorser, surety, or guarantor each for himself hereby severally waive as to this debt, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, and severally agree to pay all costs of collecting or securing or attempting to collect or secure this note including a reasonable attorney's fee and severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release as to any such party.

Witness \_\_\_\_\_

Witness \_\_\_\_\_

CREDIT LOAN

Harold E. Bain  
Marian B. Bain

01-10593-03

encl

928.9883

RENEWAL  
INSTALLMENT NOTE No.

The Endorsers of this Note agree to pay all costs of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt, should this Note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon in the non-payment of this Note are hereby waived by each endorser. The Bank at which the Note is payable is hereby authorized to apply at any time in payment of this debt any funds in its possession belonging to any endorser hereof.

983,24

Date Of Entry	Interest Paid To	Amount Of Int.	Paid On Prin.	Balance Due
3/24/11	P/L		983.24	- 0 --
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
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17				
18				