

Default judgment

Case 96-36
Duffy City Body & Trailer Works, vs
W. M. Fenate

From Waiver Note

635.85 By due

~~57.15 Paid~~

\$ 680.00

95.00 Atty Fee

\$ 775.00 Judgment.

Resist

GULF CITY BODY AND TRAILER WORKS

No. _____

December 2, 1969

10

\$ 758.96

RECORD OF PAYMENTS

Gulf City Body

FOR VALUE RECEIVED the undersigned promise(s) to pay to the order of ~~THE AMERICAN NATIONAL~~
and Trailer Works

and Trailer Works at its Main Office in Mobile, Alabama.

the sum of Seven hundred fifty eight and 96/100----- Dollars

payable in 2 installments of \$ 379.50 each except the first installment which is in the sum of

\$ 379.46 ; the first installment shall be due on January 3, 1970 1970

after date hereof, and one of such remaining installments shall be due on the Feb 3, 1970 day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successors and assigns, shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable (less a sum equal to 8% per annum on the respective installments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally agree to pay this note and waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or any 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 or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they 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 of liability as to any such party. 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 or credits held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall be so elect, nor be liable for any failure or omission in respect thereof.

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.

The undersigned have subscribed their names hereto without condition that any one else should sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

ADDRESS:

SIGNATURE OF MAKER(S)

P.O. Box 515

LOXLEY ALABAMA

DATE PAID	PAYMENTS	BALANCE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

YDI

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In consideration of One Dollar (1.00) received and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one, jointly and severally) hereby agree to all of the provisions of the within note, and do unconditionally guarantee to the payee herein, its, his, or her, successors and assigns, and every subsequent holder of said note, irrespective of the genuineness, validity, legality or enforceability thereof, or of the obligation evidenced hereby, or of any collateral therefore, and irrespective of any other circumstance or condition, that all sums stated therein to be payable shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, with 8% interest after maturity.

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, all right to exemption under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all cost 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.

W M H. note

GULF CITY BODY AND TRAILER WORKS

Plaintiff

VS.

W. M. HINOTE

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9626

1.

The Plaintiff claims of the Defendant the sum of SIX HUNDRED TWENTY FIVE and 85/100 DOLLARS (\$625.85) balance due after all proper credits given on a promissory note made by the Defendant on the 2nd day of December, 1969, and payable as follows: 2 installments of \$379.50 each, the first payment due and payable on January 3, 1970. The Plaintiff avers that the Defendant defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from December 2, 1969. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee of \$95.00.

WILTERS, BRANTLEY & NESBIT

BY:

Myrtle S. Nesbit
Attorney for Plaintiff

FILED

DEC 8 1970

ALICE J. DUCK

CLERK
REGISTER

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 Comanded to Summon W. M. HINOTE

.....
.....
.....

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.....

W. M. HINOTE

....., Defendant.....

by GULF CITY BODY AND TRAILER WORKS

....., Plaintiff.....

Witness my hand this 31 day of Dec 1970

Alice J. [Signature] Clerk

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2-13-71

No. 9626

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THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

Gulf City Body and Trailer

Works

Plaintiffs

vs.

W. M. Hinote

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

..... 1970 Clerk

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Loxley, Alabama

Received In Office

Dec. 31 1970

Taylor Wilkins Sheriff

I have executed this summons

this **13th Feb** 1971

by leaving a copy with

W. M. Hinote Bu

Sherriff claims 4.00 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY Brown
DEPUTY SHERIFF

Taylor Wilkins Sheriff

H. B. Brown Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

40 mi R.T.
Loxley