

HAMILTON, BUTLER, RIDDICK & LATOUR

ATTORNEYS AND COUNSELLORS AT LAW
AMERICAN NATIONAL BANK BUILDING

P. O. BOX 1743

MOBILE, ALABAMA

36601

THOMAS A. HAMILTON
CHARLES R. BUTLER
HARRY M. RIDDICK
OLIVER J. LATOUR, JR.
JAMES W. TARTLTON, III

CHARLES R. BUTLER, JR.
JOSEPH M. ALLEN, JR.
JANELLA J. WOOD

PETER HAMILTON (1838-1888)
THOMAS A. HAMILTON (1844-1897)
J. GAILLARD HAMILTON (1899-1958)

CABLE ADDRESS:
HAMILTONS

TELEPHONE: 432-7517
AREA CODE 205

January 6, 1971

Honorable Alice J. Duck, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

76.9631

Re: American National Bank vs.
Mrs. H. E. Bain
Our File No. 23,102-JJW

Dear Mrs. Duck:

We enclose original and two copies of Complaint on
suit to be filed in Baldwin County.

We will appreciate your stamping the carbon copy
of this letter with the date of filing and returning to us.

Thank you for your attention.

Yours very truly,



For the Firm

JJW:mgk
Enclosure

HAMILTON, BUTLER, RIDDICK & LATOUR

ATTORNEYS AND COUNSELLORS AT LAW

AMERICAN NATIONAL BANK BUILDING

P. O. BOX 1743

MOBILE, ALABAMA

36601

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THOMAS A. HAMILTON (844-1897)
J. GAILLARD HAMILTON (899-1956)

CABLE ADDRESS:
HAMILTONS

TELEPHONE: 432-7517
AREA CODE 205

January 6, 1971

Honorable Alice J. Duck, Clerk
Circuit Court of Baldwin County
Baldwin County Courthouse
Bay Minette, Alabama 36507

No. 963/

Re: American National Bank vs.
Mrs. H. E. Bain
Our File No. 23,102-JJW

Dear Mrs. Duck:

We enclose original and two copies of Complaint on
suit to be filed in Baldwin County.

We will appreciate your stamping the carbon copy
of this letter with the date of filing and returning to us.

Thank you for your attention.

Yours very truly,

Janelle J. Wood

For the Firm

JJW:mgk
Enclosure

FILED

JAN 7 1971

ALICE J. DUCK CLERK
REGISTER

THE AMERICAN NATIONAL BANK & TRUST COMPANY OF MOBILE

No. _____

5/14

1968

\$ 4382.28

RECORD OF PAYMENTS

FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF MOBILE, at its Main Office in Mobile, Alabama,

the sum of Forty Three Hundred Eighty Two & 20/100 Dollars

payable in 36 installments of \$ 121.73 each except the first installment which is in the sum of

\$ _____; the first installment shall be due on July 1, 1968

after date hereof, and one of such remaining installments shall be due on the _____ 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 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 credit 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

P.O. Box 722
Fairhope, Ala
36532

SIGNATURE OF MAKER(S):

Raymond B. Bann
J. E. Smith
122420

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 thereof, 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.

INSTALLMENT LOAN - HISTORY RECORD

LOAN NUMBER

01-22429-0

PAID OUT



DELINQUENT



PRINT OUT REQUEST



PROSPECT



DATE 12-03-70

NAME AND ADDRESS

HAROLD E. BAIN
P.O. BOX 723
FAIRHOPE, ALA.

COLLATERAL DESCRIPTION

6

HOME PHONE

928-9883

BUSINESS PHONE

433-1523

OFFICERS

93/

DEALER

139

CONTRACT DATE	DUE DAY	TERM	TYPE	ORIGINAL LOAN AMOUNT	ORIGINAL DISCOUNT	AMOUNT OF REGULAR PAYMENT	AMOUNT OF ODD PAYMENT
05-15-68	15	36	0	4,382.26	656.67	121.73	121.73

CURRENT BALANCE	DATE OF LAST TRANSACTION	DATE PAID THRU	PAYS MADE	AMOUNT DUE	AMOUNT PAST DUE	UNPAID LATE CHARGES
.00	12-03-70	06-15-70	36.0	.00	.00	.00

SPL. HNDR.	PAYMENTS DELINQUENT	NOTICES 1ST 2ND	IN COLL.	MOS. EXTENDED	NET PAYOFF
	5.0	17 12	11	04	19.61-

DATE	CODE	AMOUNT	BALANCE
06-30-70	27	6.08	2,312.89
07-27-70	21	121.73	2,069.43
08-31-70	27	6.08	2,069.43
09-11-70	21	121.73	1,947.70
10-30-70	27	6.08	1,947.70
12-03-70	23	1,947.70	.00

DATE	CODE	AMOUNT	BALANCE
07-01-70	21	121.73	2,191.16
07-30-70	27	6.08	2,069.43
09-11-70	20	18.05	2,069.43
09-30-70	27	6.08	1,947.70
11-30-70	27	6.08	1,947.70
12-03-70	26	42.79	.00

Handwritten signature/initials

FILE

ILD

FILED

Handwritten signature/initials

THE AMERICAN NATIONAL BANK &) IN THE CIRCUIT COURT OF
TRUST COMPANY OF MOBILE, a)
National Banking Association,) BALDWIN COUNTY, ALABAMA

Plaintiff,) AT LAW

-vs-)

MARIAN B. BAIN, a/k/a MRS.)
H. E. BAIN,

Defendant.)

NO. 9631

COUNT ONE

The Plaintiff claims of the Defendant the sum of, to-wit, ONE THOUSAND NINE HUNDRED FORTY-SEVEN AND 70/100 DOLLARS (\$1,947.70), with interest thereon, balance due by promissory note made by the Defendant on, to-wit, May 14, 1968, and payable in thirty-six (36) successive monthly installments beginning on, to-wit, July 1, 1968. Plaintiff further alleges that in said note, and as a part of the consideration thereof, the Defendant agreed that in the event of default in the payment of any one of said installments when due, the holder of said note shall have the right to declare the entire indebtedness immediately due and payable, and the Plaintiff alleges that there has been a default in the payment of said installments, and the Plaintiff has elected to declare the entire indebtedness due and payable.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant waived all rights of exemption under the Constitution and Laws of the State of Alabama, and agreed to pay all costs of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, which such attorney's fee the Plaintiff claims and alleges to be, to-wit, THREE HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$385.00).

HAMILTON, BUTLER, RIDDICK & LATOUR

BY: Janella L. Wood

Trial Attorney for Plaintiff

Defendant may be served at:

Greeno Road
Fairhope, Alabama 36532

68

PAGE 464

JAN 7 1971

ALICE J. DUCK

CLERK
REGISTER

[illegible]
$$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}, \quad \frac{d}{dt} \left(\frac{\partial L}{\partial \dot{y}} \right) = \frac{\partial L}{\partial y}, \quad \frac{d}{dt} \left(\frac{\partial L}{\partial \dot{z}} \right) = \frac{\partial L}{\partial z}$$

$\chi^2 = 0.67$, d.f. = 1, $p = .41$

$\chi^2 = 0.89$, d.f. = 1, $p = .34$

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: a control group and an experimental group. The control group received a standard training program, while the experimental group received a training program with a focus on the specific skills required for the task. The results of the training program were compared between the two groups.

$$E = \frac{1}{2} \int_{-\infty}^{\infty} \left(\frac{1}{2} \left(\frac{d\psi}{dx} \right)^2 + \frac{1}{2} \left(\frac{d\phi}{dx} \right)^2 + \frac{1}{2} \left(\frac{d\chi}{dx} \right)^2 + \frac{1}{2} \left(\frac{d\eta}{dx} \right)^2 + \frac{1}{2} \left(\frac{d\theta}{dx} \right)^2 + \frac{1}{2} \left(\frac{d\gamma}{dx} \right)^2 + \frac{1}{2} \left(\frac{d\beta}{dx} \right)^2 + \frac{1}{2} \left(\frac{d\alpha}{dx} \right)^2 \right) dx$$
[illegible]

Figure 1. The effect of the concentration of the *Ag* on the *Ag* adsorption capacity of the *Ag*-*Ag* complex. The concentration of the *Ag* was 0.1, 0.2, 0.3, 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 2.0, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3.0, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.0, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 5.0, 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 6.0, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 7.0, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.0, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9.0, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10.0, 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 11.0, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 12.0, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 13.0, 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 14.0, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, 15.0, 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7, 15.8, 15.9, 16.0, 16.1, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 16.8, 16.9, 17.0, 17.1, 17.2, 17.3, 17.4, 17.5, 17.6, 17.7, 17.8, 17.9, 18.0, 18.1, 18.2, 18.3, 18.4, 18.5, 18.6, 18.7, 18.8, 18.9, 19.0, 19.1, 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 20.0, 20.1, 20.2, 20.3, 20.4, 20.5, 20.6, 20.7, 20.8, 20.9, 21.0, 21.1, 21.2, 21.3, 21.4, 21.5, 21.6, 21.7, 21.8, 21.9, 22.0, 22.1, 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8, 22.9, 23.0, 23.1, 23.2, 23.3, 23.4, 23.5, 23.6, 23.7, 23.8, 23.9, 24.0, 24.1, 24.2, 24.3, 24.4, 24.5, 24.6, 24.7, 24.8, 24.9, 25.0, 25.1, 25.2, 25.3, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 26.0, 26.1, 26.2, 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9, 27.0, 27.1, 27.2, 27.3, 27.4, 27.5, 27.6, 27.7, 27.8, 27.9, 28.0, 28.1, 28.2, 28.3, 28.4, 28.5, 28.6, 28.7, 28.8, 28.9, 29.0, 29.1, 29.2, 29.3, 29.4, 29.5, 29.6, 29.7, 29.8, 29.9, 30.0, 30.1, 30.2, 30.3, 30.4, 30.5, 30.6, 30.7, 30.8, 30.9, 31.0, 31.1, 31.2, 31.3, 31.4, 31.5, 31.6, 31.7, 31.8, 31.9, 32.0, 32.1, 32.2, 32.3, 32.4, 32.5, 32.6, 32.7, 32.8, 32.9, 33.0, 33.1, 33.2, 33.3, 33.4, 33.5, 33.6, 33.7, 33.8, 33.9, 34.0, 34.1, 34.2, 34.3, 34.4, 34.5, 34.6, 34.7, 34.8, 34.9, 35.0, 35.1, 35.2, 35.3, 35.4, 35.5, 35.6, 35.7, 35.8, 35.9, 36.0, 36.1, 36.2, 36.3, 36.4, 36.5, 36.6, 36.7, 36.8, 36.9, 37.0, 37.1, 37.2, 37.3, 37.4, 37.5, 37.6, 37.7, 37.8, 37.9, 38.0, 38.1, 38.2, 38.3, 38.4, 38.5, 38.6, 38.7, 38.8, 38.9, 39.0, 39.1, 39.2, 39.3, 39.4, 39.5, 39.6, 39.7, 39.8, 39.9, 40.0, 40.1, 40.2, 40.3, 40.4, 40.5, 40.6, 40.7, 40.8, 40.9, 41.0, 41.1, 41.2, 41.3, 41.4, 41.5, 41.6, 41.7, 41.8, 41.9, 42.0, 42.1, 42.2, 42.3, 42.4, 42.5, 42.6, 42.7, 42.8, 42.9, 43.0, 43.1, 43.2, 43.3, 43.4, 43.5, 43.6, 43.7, 43.8, 43.9, 44.0, 44.1, 44.2, 44.3, 44.4, 44.5, 44.6, 44.7, 44.8, 44.9, 45.0, 45.1, 45.2, 45.3, 45.4, 45.5, 45.6, 45.7, 45.8, 45.9, 46.0, 46.1, 46.2, 46.3, 46.4, 46.5, 46.6, 46.7, 46.8, 46.9, 47.0, 47.1, 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9, 48.0, 48.1, 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8, 48.9, 49.0, 49.1, 49.2, 49.3, 49.4, 49.5, 49.6, 49.7, 49.8, 49.9, 50.0, 50.1, 50.2, 50.3, 50.4, 50.5, 50.6, 50.7, 50.8, 50.9, 51.0, 51.1, 51.2, 51.3, 51.4, 51.5, 51.6, 51.7, 51.8, 51.9, 52.0, 52.1, 52.2, 52.3, 52.4, 52.5, 52.6, 52.7, 52.8, 52.9, 53.0, 53.1, 53.2, 53.3, 53.4, 53.5, 53.6, 53.7, 53.8, 53.9, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5, 54.6, 54.7, 54.8, 54.9, 55.0, 55.1, 55.2, 55.3, 55.4, 55.5, 55.6, 55.7, 55.8, 55.9, 56.0, 56.1, 56.2, 56.3, 56.4, 56.5, 56.6, 56.7, 56.8, 56.9, 57.0, 57.1, 57.2, 57.3, 57.4, 57.5, 57.6, 57.7, 57.8, 57.9, 58.0, 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.0, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.0, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.0, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.0, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.0, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.0, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.0, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.0, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.0, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.0, 68.1, 68.2, 68.3, 68.4, 68.5, 68.6, 68.7, 68.8, 68.9

[illegible]
$$K_{\text{eff}} = \frac{\sum_{i=1}^n K_i}{n}$$

Let the jury find for the Pl. and against the Defendant; H. E. Barr, and assess the damages at \$2401.54.

Foreman

[illegible]

MAURICE P. MCKINLEY

[illegible][illegible][illegible]

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 9631

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon MARIAN B. BAIN, a/k/a MRS. H. E. 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
a/k/a MRS. H.E. BAIN....., Defendant.....

by THE AMERICAN NATIONAL BANK & TRUST COMPANY OF MOBILE, A National
Banking Association....., Plaintiff.....

Witness my hand this.....7th day of January..... 1971.....

Alice J. Black....., Clerk

No. 9631

Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

THE AMERICAN NATIONAL BANK &
TRUST COMPANY OF MOBILE, A
National Banking Association,

Plaintiffs

vs.

MARIAN B. BAIN, a/k/a MRS.
H. E. BAIN Defendants

SUMMONS AND COMPLAINT

Filed Jan. 7, 1971

Alice J. Duck Clerk

Hamilton, Butler, Riddick & Latour
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Jan 8 1971

Taylor Wilkins Sheriff

I have executed this summons

this 12 Jan 1971

by leaving a copy with

CR

Marian B. Bain

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Leah Riddick Sheriff

W. Crank Deputy Sheriff

THE AMERICAN NATIONAL BANK &
TRUST COMPANY OF MOBILE, a
National Banking Association,

Plaintiff,

Vs:

MARIAN B. BAIN,

Defendant.

: IN THE CIRCUIT COURT OF
:
: BALDWIN COUNTY, ALABAMA

: AT LAW

:

:

:

CASE NO. 9631

ANSWER

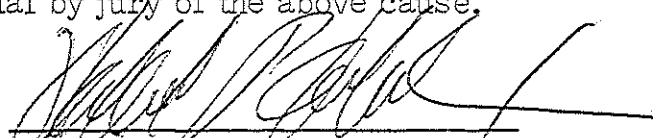
Plea One, not guilty.

Plea Two, for that the allegations of the complaint are untrue.

FEIBELMAN & SILVER
Attorneys for Defendant


Of Counsel

Defendant respectfully demands a trial by jury of the above cause.


Herbert P. Feibelman, Jr.
Attorney for Defendant

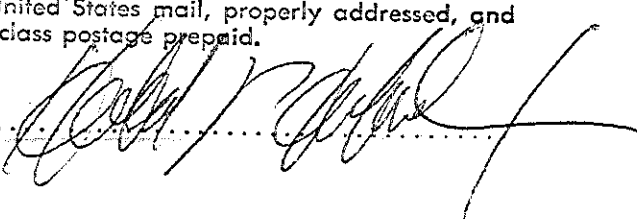
CERTIFICATE OF SERVICE

I do hereby certify that I have on this 21...

day of ... Jan ... 1971, 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 22 1971


Eunice S. Blackburn
Clerk

THE AMERICAN NATIONAL BANK &
TRUST COMPANY OF MOBILE, a
National Banking Association,

Plaintiff,

vs.

MARIAN B. BAIN,

Defendant.

* IN THE CIRCUIT COURT OF
* BALDWIN COUNTY, ALABAMA

* AT LAW

*

*

* CASE NO. 9631

The Plaintiff in this cause on the 24th day of January, 1972, duly filed herein its motion to amend nunc pro tunc the judgment recovered by it against the Defendant on, to-wit, the 20th day of January, 1972, and having given the said Defendant notice as required by law, and the said motion now coming on to be heard, the said Defendant not opposing the Plaintiff's said motion, the Court is of the opinion that the motion to amend the judgment nunc pro tunc should be granted. It is, therefore,

ORDERED, ADJUDGED AND DECREED

1. That the judgment rendered in this cause for \$2,401.54 on the 20th day of January, 1972, in favor of the Plaintiff and against the Defendant be and the said judgment is hereby amended nunc pro tunc as follows:

The name of the Defendant as entered in the judgment is amended to read: "Marian B. Bain, a/k/a Mrs. H. E. Bain."

2. That the Plaintiff pay the costs of this proceeding to be taxed by the Clerk, for which LET EXECUTION ISSUE.

Dated this the 24th day of January, 1972.

J. J. A. Madeline
Judge

FILED

JAN 24 1972

THE AMERICAN NATIONAL BANK &
TRUST COMPANY OF MOBILE, a
National Banking Association,

Plaintiff,

vs.

MARIAN B. BAIN,

Defendant.

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

*

*

* CASE NO. 9631

MOTION TO AMEND JUDGMENT NUNC PRO TUNC


TO THE HONORABLE TELFAIR J. MASHBURN, JUDGE OF SAID COURT:

Your Petitioner respectfully represents and shows
unto Your Honor as follows:

That on, to-wit, the 20th day of January, 1972, a
judgment was rendered by this Honorable Court in favor of the
Plaintiff, in a cause therein pending in which The American
National Bank & Trust Company of Mobile was Plaintiff, and
Marian B. Bain, also known as Mrs. H. E. Bain, was Defendant,
for \$2,401.54, besides the further sum of Court Costs.

Your Petitioner further avers that the name of the
Defendant was erroneously entered on the judgment as H. E. Bain,
rather than Mrs. H. E. Bain or Marian B. Bain, as a result
of a clerical error caused by Plaintiff's attorney; that Marian
B. Bain also known as Mrs. H. E. Bain was the only Defendant in
the above styled lawsuit; that the evidence offered in open
court on behalf of the Plaintiff was sufficient to sustain a
judgment against Marian B. Bain, also known as Mrs. H. E. Bain;
that the Defendant offered no evidence in the said cause and did
not oppose the entering of the judgment.

WHEREFORE, the premises considered, your Petitioner
prays that this Honorable Court will make and enter an order
correcting the clerical error in the judgment of January 20, 1972,
as hereinabove prayed for.


Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy
of the foregoing on each attorney of record in
this cause by delivering same to him on this
the 21 day of January: 1972.

[Signature]

FILED

JAN 24 1972

EUNICE B. BLACKMON CIRCUIT
CLERK