

THE FAIRHOPE BRANCH OF THE
BALDWIN NATIONAL BANK OF
ROBERTSDALE, a Banking Corp.,
Plaintiff,

VERSUS

HUBERT LAY,
Defendant.

X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW. 9701


C O M P L A I N T

Count I.

The Plaintiff claims of the Defendant SIX HUNDRED SEVENTY-FIVE AND 69/100 (\$675.69) DOLLARS due by promissory note made by him on, to-wit, the 9th day of December, 1969, and payable on, to-wit, the 20th day of November, 1970, with interest thereon.

And the Plaintiff avers that in said note and as part of the consideration therefor, the Defendant has expressly waived his right to claim personal property as exempt to him under the Constitution and laws of the State of Alabama or any other State.

And the Plaintiff avers that in said note and as a part of the consideration therefor, the Defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff hereby claims the further sum of SIXTY-FOUR AND 57/100 (\$64.57) DOLLARS as such attorney's fee.


DANIEL A. BENTON
Attorney for Plaintiff

Defendant may be served at his residence in Point Clear, Alabama, or at his place of employment which is Moore Engineering Company on North Section Street in Fairhope, Alabama.

FILED

FEB 19 1971

EUNICE B. BLACKMON
CIRCUIT CLERK

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 HUBERT LAY

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 HUBERT

LAY, Defendant.....

by THE FAIRHOPE BRANCH OF THE BALDWIN NATIONAL BANK OF ROBERTSDALE,

a banking corporation, Plaintiff.....

Witness my hand this.....day of..... 19..71..

....., Clerk
EUNICE BLACKMON

24
3-11-71

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

THE FAIRHOPE BRANCH OF THE
BALDWIN NATIONAL BANK OF
ROBERTSDALE, a Banking
Corporation,

Plaintiffs

vs.

HERBERT LAY

Defendants

WORKS AC-MOORE COMPANY

SUMMONS AND COMPLAINT
SECTION STREET

MOORE & SONS INC.

Filed 19.....

Clerk

FILED

FEB 19 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Daniel A. Benton,

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

Feb 22 1971

Taylor Wilkins Sheriff

I have executed this summons

this 11 Mar 1971

by leaving a copy with

Herbert Lay

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS Sheriff

BY

W. Crook
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. Crook Deputy Sheriff

J. GALLOWAY

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

April 7, 1971

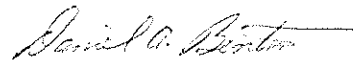
Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

Re: Baldwin National Bank
v. Hubert Lay
Case No. 9701

Dear Judge Mashburn:

Personal service was obtained on Mr. Lay on the 11th day of March, 1971, and he has filed no pleadings. We respectfully request judgment by default in the above styled cause for \$650.69 (Mr. Lay did make a \$25.00 payment during the interim), \$13.50 interest, and \$64.57 attorney's fee, plus costs of Court.

Respectfully submitted,


Daniel A. Benton

DAB:w
Attach. (Note)

BALDWIN NATIONAL BANK
OF ROBERTSDALE

Fairhope, Alabama

Principal 808.00
Interest 73.70
Ins.-Rec. Fee 13.44
\$ 895.14
December 9 19 69

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of the Fairhope Branch of The Baldwin National Bank of Robertsdale, at its office in Fairhope, Alabama, the sum of Eight Hundred-Ninety Five and 14/100 Dollars payable in 18 installments of \$ 49.73 each except the first installment which is in the sum of \$ same; the first installment shall be due on January 20th 19 70 after date hereof, and one of such remaining installments shall be due on the 20th 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, judgement 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 successor 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 waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or of any State, as to personal property, 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 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 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.

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 81
P.O. Clear, Alabama

SIGNATURE OF MAKER (S):

Hubert Lay
Hubert Lay

LAW OFFICES
RICKARBY & BENTON

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

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(205) 928-2508

February 16, 1971

9701

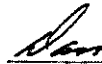
Mrs. Eunice Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Dear Mrs. Blackmon:

Inre: The Baldwin National Bank vs.
Hubert Lay File #B71-37

Enclosed find the Summons & Complaint in the above
styled cause. Please process and oblige.

Yours very truly,



DANIEL A. BENTON
Attorney at Law

DAB/jc
Encl.
3-25-71