

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Gloria M. Clements 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 Pen Air Federal Credit Union.

Witness my hand this the 26 day of March, 1971.

Defendant may be found:

St. Benedicts School
Elberta, Alabama

Eunice B. Blackmon
Clerk

PEN AIR FEDERAL CREDIT UNION,	§	IN THE CIRCUIT COURT OF
Plaintiff,	§	BALDWIN COUNTY, ALABAMA
Vs.	§	AT LAW
GLORIA M. CLEMENTS,	§	
Defendant.	§	NUMBER: <u>9769</u>

I

The Plaintiff claims of the Defendant the sum of ONE THOUSAND ONE HUNDRED TWO AND 80/100 (\$1,102.80) DOLLARS as balance due on a promissory note for \$1,125.00 made by her on the 8th day of July, 1969 and payable on the 7th day of August, 1969 with interest thereon.

The note contains provision for a reasonable Attorney's fee equal to 20% of the principal and interest due and waiver of exemption whereof Plaintiff claims benefit.

W. H. Hayes
Attorney for Plaintiff
Wilson Hayes
P. O. Box 300
Bay Minette, Alabama 36507

FILED

MAR 26 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Number: 9269

Pen Air Federal Credit Union,

Plaintiff,

Vs.

Gloria M. Clements,

Defendant.

In the Circuit Court of
Baldwin County, Alabama
At Law

Defendant may be served:

St. Benedicts School
Elberta, Alabama

FILED

MAR 26 1971

EUNICE B. BLACKMON
CLERK

Sheriff claims 84 miles at
Ten Cents per mile Total \$ 8.40
TAYLOR WILKINS, Sheriff
by Lillie Mae Harrison
DEPUTY SHERIFF

Received 29 day of Mar 19 71
and on 8 day of April 19 71
I served a copy of the within (S+C)
on Gloria M. Clements.

By service on Gloria M. Clements
TAYLOR WILKINS, Sheriff
By Lillie Mae Harrison, S.
S4m

PEN AIR FEDERAL CREDIT UNION,)	
Plaintiff,)	IN THE CIRCUIT COURT OF
vs.)	BALDWIN COUNTY, ALABAMA
GLORIA M. CLEMENTS,)	AT LAW
Defendant,)	NO. 9769

PLEA IN ABATEMENT

Now comes counsel for the defendant in the above-styled cause and files this his plea, showing:

1. The character or nature of the Plaintiff is not shown from the complaint filed by the Plaintiff. The Defendant is unaware whether the Plaintiff is a corporation, a sole proprietorship, a partnership, or unincorporated association. Thus, the Plaintiff has not shown his, or its, capacity to sue.

Daniel E. Robison ...
Daniel E. Robison
Defendant's Attorney

State of Alabama)
Baldwin County)

Before me, the undersigned Notary Public in and for the County of Baldwin, State of Alabama, personally appeared Daniel E. Robison, who being duly sworn, doth depose and say: That he has personal knowledge of the facts set forth in the foregoing Plea and that the same are true and correct to the best of his knowledge and belief.

Robert A. Christian
Notary Public
Baldwin County, Ala.

My Commission Expires Dec. 20, 1973

Subscribed and sworn to before me on this the 17 day of April, 1971, by said affiant.

Daniel E. Robison ...

Maude Allen ...
Notary Public

I hereby certify that I have this day served a copy of this pleading upon Hon. Wilson Hayes, counsel for the Plaintiff, by mailing it through the United States Mails, 1st class postage, properly addressed, on this 17 day of April, 1971.

FILED

APR 19 1971

4-23-71 Plea in Abatement denied

Defair J. Maddison
judge

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

September 13, 1971

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

Re: Pen Air Federal Credit Union
v Gloria M. Clements, #9769

Dear Eunice:

Please submit the above case for judgment by
default in the amount of \$1,600.23 as per attached.
Mr. Robinson has agreed to it.

With kind regards, I am

Yours very truly,


Wilson Hayes

WH/ms
Enc.

cc: Hon. Daniel Robinson

Pen Air Federal Credit Union Vs. Gloria M. Clements
Case Number 9769

Principal	\$1,102.80
Interest	<u>231.43</u>
	\$1,334.23
Attorney's fee	<u>266.00</u>
Total Judgment	\$1,600.23

STATEMENT OF ACCOUNT AND INDIVIDUAL LEDGER

PLEASE RETAIN THIS STATEMENT. IT IS A PERMANENT RECORD OF YOUR TRANSACTIONS.

GLORIA M CLEMENTS
STAR RT BOX 993
LILLIAN AL 36549

ACCOUNT NO.

30072-2

DATE 06/30/70
133-22-8411

If this Statement is in error, notify the Supervisory Committee Chairman at once and furnish the information necessary to effect correction.

[illegible]

SHARE AND LOAN BALANCES AT BEGINNING OF CURRENT YEAR									
SHARE BALANCE	LOAN NO.	LOAN BALANCE	LOAN NO.	LOAN BALANCE	LOAN NO.	LOAN BALANCE	LOAN NO.	LOAN BALANCE	LOAN NO.
989	P13623	110280							

SHARE TRANSACTIONS

LOAN TRANSACTIONS

[illegible]

SHARE AND LOAN BALANCES AT END OF CURRENT QUARTER	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
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91	92
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95	96
97	98
99	100

SHARE AND LOAN BALANCES AT END OF CURRENT QUARTER								
SHARE BALANCE	LOAN NO.	LOAN BALANCE	LOAN NO.	LOAN BALANCE	LOAN NO.	LOAN BALANCE	LOAN NO.	LOAN BALANCE
989	P13823	110280						

MINOR ENDS ADDED TO SHARES THIS YEAR

INTEREST PAID ON LOANS THIS YEAR.

FROM: 01/01/76.

06/30/70

1734

FROM 01/01/70 TO

DIVIDENDS APPLIED TO SHARES THIS YEAR:

06/30/70

—

TRANSACTION CODES

- A - LOAN BALANCE INCREASE
- B - TRANSFER SHARE TO SHARE
- C - WITHDRAWAL FROM SHARE
- D - DIVIDEND
- E - ERROR CORRECTION

- J - LOAN PAYMENT
J - JOURNAL ENTRY
K - LOAN PAYMENT
L - NEW LOAN
N - NEW SHARE
O - LOAN PAYOFF

- P - PAYROLL DEDUCTION
TO SHARE
R - RETURN CHECK
S - PAYMENT TO SHARE
T - PAYROLL DEDUCTION
TO LOAN

- V - TRANSFER LOAN PAYMENT
Y - SHARE INCREASE
FROM LOAN PAYMENT
Z - INTEREST REFUND

THIS DIVIDEND HAS BEEN REPORTED TO
INTERNAL REVENUE SERVICE AS

Account No. 30072-2

NOTE

Note No. P/3823

PLEDGE OF SHARES, AND ASSIGNMENT OF SALARY

\$ 1125.0078, 1969

For value received, the undersigned, jointly and severally, promise to pay to _____

Credit Union, or order, the sum of Eleven Hundred Twenty Five and 70 /100 Dollars with interest on unpaid balances at the rate of 1 per cent per month, payable in Thirty Six installments of Thirty Seven and 36 /100 Dollars; the first payment to be made on Aug 7, 1969 and a like amount every Month thereafter until the full amount has been paid.

Collateral: Signature

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. The holder may further accelerate the entire amount remaining unpaid whenever he in good faith believes that the prospect of payment is impaired, or if the maker made any mis-representations in obtaining the loan.

Each party to this note, whether as maker, indorser or guarantor, severally waives presentment for payment, demand, protest and notice of protest and dishonor of the same.

It is further agreed by each party hereto, that in case payments shall not be made at maturity, he shall pay the costs of collection or attorney's fee, in an amount equal to twenty per cent of the principal and interest due on this note, but such charge in no event to be less than ten dollars.

The undersigned, do hereby pledge all paid shares and payments on shares which the undersigned have now or hereafter may have in this Credit Union as security for this loan. This pledge and assignment is given to secure the payment of this loan and interest and costs that may accrue thereon, and the undersigned hereby authorize the Treasurer to apply any or all such paid shares and payments on shares to the payment of said loan and interests and costs.

Signature of Witness

Neil Carnley

Signature of Maker

Elmer In Clemente (SEAL)

Address

Signature of Comakers

(SEAL)

(SEAL)

(SEAL)

(SEAL)

211-5100

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

March 25, 1971

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

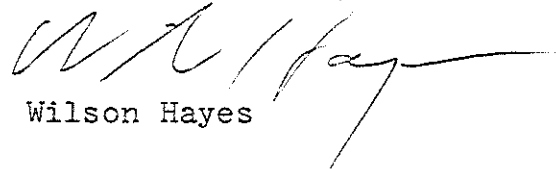
9769

Dear Eunice:

Please file the enclosed suit on the balance
due on a promissory note made by Gloria M. Clements to
Pen Air Federal Credit Union and have it served on
Defendant.

With kind regards, I am

Yours very truly,



Wilson Hayes

WH/ms
Enc.