

NEWPORT MINETTE FEDERAL  
CREDIT UNION, (A CORP)

PLAINTIFF

VS:

S.H. PEADEN

DEFENDANT

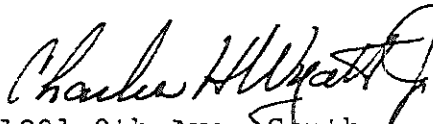
)) CIRCUIT COURT  
)) BALDWIN COUNTY  
))  
))  
))  
))  
))  
))  
))  
))  
)) CASE NO: 10006

MOTION FOR JUDGMENT BY DEFAULT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default and final judgment against the Defendant upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served on the Defendant on the 28th day of August, 1971.
2. The Defendant has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.
3. More than thirty days have lapsed since said service.

COLE & WYATT, ATTORNEYS

  
1801 9th Ave. South  
Birmingham, Alabama  
322-5509

AMOUNT OF JUDGMENT	\$427.71
ATTORNEY'S FEE	\$141.14
INTEREST	\$ 11.46
TOTAL	\$580.31

**FILED**

OCT 14 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

Form 201 (Ala.) Rev. 3-67

Note No. \_\_\_\_\_

Account No. 217

Dated May 10 19 68

Sec. Sec. No. \_\_\_\_\_

\$ 732.90

Tax Ident. No. \_\_\_\_\_

For value received, I/We, jointly and severally, promise to pay to the Newport Minette Federal  
Credit Union, or order, the sum of Seven Hundred Thirty Two  
and 90 Dollars, with interest on the unpaid balance at the rate of one per cent per month, payable in  
installments of Sixty and 60/100 Dollars each; the first  
payment to be made on June 10, 1968, and the same amount every month thereafter  
until the full amount has been paid. Said installments shall be payable at  
Newport Division Office, Bay Minette, Alabama

As further security for the payment of this note, I/We hereby pledge, assign, bargain, sell and convey unto the payee all paid shares on shares in the payment of said note. If I/We do hereby authorize this Credit Union to apply any or all such paid shares and pay-  
ments on shares to the payment of said note, and if I/We shall fail to pay the same when due, unless secured therefrom for cause by the Board of Directors of this Credit Union, I/We promise  
to pay a fine in accordance with the terms of the By-Laws of this Credit Union.  
In case of any default in payments as herein provided, the entire balance of this note shall become immediately due and payable, at the option of the holder.  
Each party to this note, whether as maker, endorser, or guarantor, severally and jointly, shall be obligated for payment, demand, protest and notice of protest and delivery of the same. The makers,  
endorsers and guarantors of this note agree to pay all costs of collection whether incurred by suit or otherwise, including a reasonable attorney's fee which shall in no event be less than ten  
dollars.  
Each of us, whether principal, surety, guarantor, or agent or other party hereto, hereby severally waives and renounces, each for himself, any and all homestead or exemption rights either  
of us may have under or by virtue of the constitution or laws of Alabama, any other state, or the United States, as against this debt or any renewal thereof; and the undersigned hereby agree  
that this debt of payment may be extended without notice to him of such extension.  
It is understood and agreed by each person whose name is signed hereunder that we signed this note without condition, reservation or representation as to any other person having signed  
the same, or that any other person or persons shall sign the same, as maker, or endorser, and without any reservation or condition as to delivery, execution or otherwise.  
Witness my/our hand and seal this day and year first above written.

SIGNATURE OF WITNESS

SIGNATURE OF MAKER AND COMAKERS

ADDRESS

Bay Minette, Alabama

(LS)

(LS)

(LS)

(LS)

(LS)

(LS)

426-0003

August 24, 1971

STATE OF ALABAMA

CIRCUIT COURT

BLADWIN COUNTY

CASE NO: \_\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon S.H. Peaden to appear before the Circuit Court, to be held for said County, at the place of holding the same, within 30 days from service of this process, then and there to answer the complaint of Newport Minette Federal Credit Union, (a corp).

Witness my hand this 26 day of August, 1971.

Ernie B. Blackmon

Clerk

C O M P L A I N T

NEWPORT MINETTE FEDERAL  
CREDIT UNION, (A CORP)

VS: S.H. PEADEN

Plaintiff

Defendant

10,006

Plaintiff claims of the defendant the sum of \$427.71 with interest thereon, due by promissory note made by the defendant on to-wit: the 10th day of May 1968 which said sum with interest thereon is past due and unpaid, and Plaintiff avers that as a part of consideration of said instrument, defendant waived right to exemptions as to personal property, and agreed to pay a reasonable attorney fee for which the plaintiff claims the additional sum of \$141.14 Dollars.

COUNT TWO

Plaintiff claims of the defendant 427.71 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 10th day of May 1968 in the face amount of \$732.90 Dollars and payable in monthly installments of \$60.60 Dollars, with a provision that in case of any default in payments the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable by virtue of default in an installment payment due on, to-wit, November 21, 1968.

Plaintiff avers that by the terms of said note, the defendant waived exemption rights as to personal property secured to Newport Minette Federal Credit Union, (a corp) by law, and plaintiff claims the benefit thereof.

Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$141.14 Dollars, which plaintiff avers is a reasonable fee for making said collection.

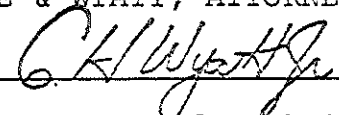
COUNT THREE

Plaintiff claims of the defendant \$427.71 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 10th day of May 1968 in the face amount of \$732.90 Dollars and payable in monthly installments with a provision that in case of any default in payments the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable on, to-wit, 21st day of November 1968 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 21st day of October 1968 at 1 per cent per month on the unpaid balance.

Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$141.14 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COLE & WYATT, ATTORNEYS

BY



Attorneys for Plaintiff  
1801 - 9th Avenue So.  
Birmingham, Alabama 35205  
322-5509

Plaintiff's address  
Bay Minette, Alabama

Defendant's address  
c/o Mrs. Rochell Hall  
Brady Rd. Exit  
Bay Minette, Alabama

FILED

AUG 27 1971

EUNICE B. BLACKMON CIRCUIT  
CLERK

Received 27 day of Aug 1971  
and on 28 day of Aug 1971  
I served a copy of the within 2d  
on S. H. Peader

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By H. C. Wilkins

Sheriff claims 2  
Ten Cents per mile Total \$ 2 miles at  
BY TAYLOR WILKINS, Sheriff  
DEPUTY SHERIFF

10,006

Newport Minette  
Federal Credit  
Union

vs.  
S. H. Peader

AUG 27 1971

lale + Wyatt