

LAW OFFICES  
RICKARBY & BENTON

ATTORNEYS AT LAW  
55 SOUTH SECTION STREET  
P. O. BOX 471  
FAIRHOPE, ALABAMA 36552

E. G. RICKARBY  
DANIEL A. BENTON

TELEPHONE  
(205) 928-2308

May 19, 1971

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

9847

Dear Mrs. Blackmon:

Enclosed is Summons and Complaint of First National Bank  
of Fairhope v. Charles C. Allen.

Please process.

Yours very truly,



E. G. Rickarby

EGR:w  
Enc.

# SHERIFF'S COST BILL

NAME Charles C. Allen

CHARGE Idc

Case # 9847 Served 6-5-71 Baldwin Co.

ARREST FEE \$

BOND \$

GUARD FEE \$

MILEAGE 70 @ .10 \$ 7.00

SEARCH AND SEIZURE FEE \$

WITNESS \$

SERVING SUBPOENA \$

Service Fee \$ 1.50

Leon Clark Sheriff of Chester Co.

TOTAL SHERIFF'S COST \$ 8.50

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 9847

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....CHARLES C. ALLEN.....

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.....

.....CHARLES C. ALLEN....., Defendant.....

by .....FIRST NATIONAL BANK OF FAIRHOPE, a banking corporation,.....

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

Witness my hand this.....24.....day of.....May.....1971.....

246-5-71

Grace B. Blackmon Clerk

No. ....

Page. ....

**STATE OF ALABAMA**

Baldwin County

**CIRCUIT COURT**

**FIRST NATIONAL BANK OF FAIRHOPE,**

a banking corporation

Plaintiffs

vs.

**CHARLES C. ALLEN**

Defendants

**SUMMONS AND COMPLAINT**

Filed ..... 19.....

Clerk

**RICKARBY & BENTON**

Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

**Bladon Springs, Alabama**

Received In Office

19.....

Sheriff

I have executed this summons

this ..... 19.....

by leaving a copy with

Sheriff

Deputy Sheriff

FIRST NATIONAL BANK OF FAIRHOPE,  
a banking corporation,

Plaintiff

vs.

CHARLES C. ALLEN,

Defendant

Executed this the 24th day of May 1971  
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LEON CLARK, CLERK  
CASE NO. 12-1

COMPLAINT

The Plaintiff claims of the Defendant ~~FOURTEEN HUNDRED~~  
DOLLARS (\$1400.00), due by promissory note made by him on the  
14th day of March, 1970, and payable on, to-wit, June 12, 1970,  
with interest thereon.

And the Plaintiff avers that in said note and as a part  
of the consideration thereof, the Defendant agreed to pay a  
reasonable attorney's fee for the collection thereof, and the  
Plaintiff hereby claims the further sum of TWO HUNDRED TWENTY-  
FIVE DOLLARS (\$225.00) as such attorney's fee.

E. G. Rickarby  
E. G. RICKARBY, Attorney for  
Plaintiff

OF COUNSEL:

RICKARBY & BENTON  
Fairhope, Alabama

FILED

MAY 24 1971

EUNICE B. BLACKMON  
CIRCUIT CLERK

Executed this the 5<sup>th</sup> day of June 1971, by serving a copy of the within on Charles C. Allen

Donald L. Kelly  
LEON CLARK, Sheriff  
D.S.  
CASE NO. 11-50

First National Bank of Fairhope,  
a banking corporation,  
Plaintiff

vs.

Charles C. Allen,  
Defendant

SERVICE FEE 11.50

MILEAGE 8.50  
TOTAL 20.00

The Plaintiff claims of the Defendant's promissory note made by him on the 5<sup>th</sup> day of June, 1971, due by promissory note made by him on the 14<sup>th</sup> day of March, 1970, and payable on, to-wit: 14<sup>th</sup> day of March, 1970, with interest thereon.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff hereby claims the further sum of TWO HUNDRED TWENTY FIVE DOLLARS (\$225.00) as such attorney's fee.

E. G. Rickaby, Attorney for  
Plaintiff

FILED  
MAY 24 1971  
EUNICE B. BLACKMON  
CLERK  
CHICAGO

OF COUNSEL:  
RICKABY & BENTON  
Fairhope, Alabama

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

July 2, 1971

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

Re: First National Bank of Fairhope  
v. Charles C. Allen  
Case No. 9847  
Our File No. 70-242

Dear Judge Mashburn:

Enclosed is promissory note. We request judgment by  
default: Note, \$1400.00; interest. \$65.96; fee, \$225.00,  
making a total of \$1690.96.

Yours very truly,

  
E. G. Rickarby

EGR:w  
Enc.

Fairhope, Ala., March 14, 1967

Ninety days

AFTER DATE, WITHOUT GRACE, I (WE) PROMISE TO PAY TO

THE ORDER OF FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALA.

\$1,400.00

\*\*\*One thousand four hundred and no/100\*\*\*

DOLLARS

WITH INTEREST AT THE RATE OF 8 % PER ANNUM TO MATURITY.

FOR VALUE RECEIVED, PAYABLE AT FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALABAMA

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 the debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, 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 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, and they agree that time of payment may be extended without notice to them of such extension. 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 in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

In the event of default in the payment of any installment of principal or interest or of the death, insolvency of, general assignment by, judgment against, filing of any proceeding under the Bankruptcy Act 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.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity, and thereafter in any event, interest at the rate of eight per cent, per annum until paid. It is also agreed by the undersigned to pay a late charge on each installment more than ten days in arrears.

Charles C. Allen, d/b/a Charlie's T.V. (Seal)

ATTEST

and Auto Lec (Seal)

VOL

67

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The undersigned endorsers, each for himself, hereby severally agrees to the terms of this note, agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other State, 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 suit or otherwise, and the said endorsers severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity; and thereafter interest at the rate of eight per cent, per annum until paid.

.....(SEAL)

.....(SEAL)

.....(SEAL)