

CASE NO. 35232 -

FRIENDLY CREDIT UNION, (a corp.)

VS.

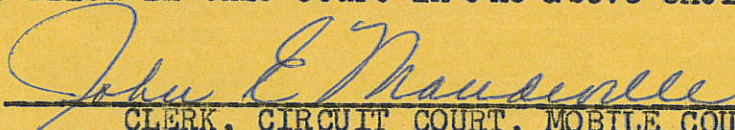
MAJOR J. PLATO

STATE OF ALABAMA)

COUNTY OF MOBILE)

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the enclosed is a full, true and correct transcript of the orders, minutes and proceedings had in the above entitled cause and the enclosed papers Number One (1) and Two (2), both inclusive are the original pleadings filed in this Court in the above entitled cause.



CLERK, CIRCUIT COURT, MOBILE COUNTY, ALABAMA

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, AT LAW

CASE NO. 35232 - McRAE

COLE & WYATT
BY: C.H. WAYTT, JR.
1801 9th Ave. South
Birmingham, Alabama
322-5509

FRIENDLY CREDIT UNION, (a corp.)

N.J.

VS. COUNT ON: Suit for \$1,043.88 w/interest due by promissory note
Attorney's fee - \$248.90 (WAIVER)
COUNT TWO & THREE - Suit for \$649.60 due by promissory note
Attorney's fee - \$248.90 (WAIVER)

TOLBERT M. BRANTLY- Atty. MAJOR J. PLATO
P.O. Box 968 - Bay Minette, Alabama - 36507

N.J.

PLEADINGS, PROCESS, ETC, * FILING DATE *

- 1. Complaint & Summons
- 2. Plea in Abatement

* 4-15-71
* 5-3-71

* C & S served on Major J. Plato on April 21, 1971.
* May 28, 1971 - Plea in Abatement sustained and case ordered transferred
to Baldwin County, Alabama for further proceedings.
/s/ Ferrill D. McRae

43-332

FILED

JUN 2 1971

EUNICE B. BLACKMON CIRCUIT CLERK

I, JOHN E. MANDEVILLE, in my capacity as Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the above is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this Court.
In Witness whereof I have hereunto set my hand and attached my Official Seal as such Clerk of said Court at Mobile, Mobile County, Alabama, on this the 1st day of June 19 71.

John E. Mandeville Clerk

675-0076

April 13, 1971

STATE OF ALABAMA

CIRCUIT COURT OF

MOBILE COUNTY

13th JUDICIAL CIRCUIT OF ALABAMA

FRIENDLY CREDIT UNION, (a corp)

35232

Plaintiff

VS:

MAJOR J. PLATO

Defendant

Plaintiff claims of the defendant the sum of \$1043.88 with interest thereon, due by promissory note made by the defendant on to-wit: the 16th day of November 1967 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 \$248.90 Dollars.

COUNT TWO

Plaintiff claims of the defendant \$ 649.60, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 16th day of November 1967 in the face amount of \$810.00 Dollars and payable in monthly installments of \$20.00 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, September 31, 1970.

Plaintiff avers that by the terms of said note, the defendant waived exemption rights as to personal property secured to Friendly 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 \$248.90 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

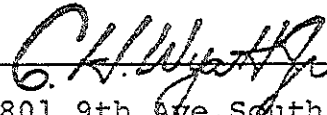
Plaintiff claims of the defendant \$649.60 Dollars, this amount being the unpaid balance due by promissory note made by the defendant

on, to-wit, the 16th day of November 1967 in the face amount of \$810.00 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, 31st day of September 1970 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 31st day of August 1970 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 \$248.90 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COLE & WYATT, ATTORNEYS

BY


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

Plaintiff's address
Mobile, Alabama

Defendant's Address

Rt 2 Box 231
Bay Minette, Alabama

STATE OF ALA. MOBILE CO.
I CERTIFY THIS PLEADING
WAS FILED ON

APR 15 8 06 AM '71


J. R. McComb
CLERK

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon

MAJOR J. PLATO

to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama,
at the place of holding the same, then and there to answer the complaint of FRIENDLY CREDIT
UNION, (a corp)

WITNESS: John E. Mandeville, Clerk of said Court, this 15th day of April, 19 71

Attest:

John E. Mandeville

Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ day
of _____, 19____, I served a copy of
the within _____ on _____

by service on _____

RAY D. BRIDGES, SHERIFF

By _____

D.S.

REC'D SHERIFF DEPT.
MOBILE COUNTY, ALA.
APR 19 3 61 PM '71

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 1 PROCESSIONS AND
TRAVEL EXPENSE ON EACH OF \$.80
PROCESSIONS ON A TOTAL OF \$ 2.30

Received 21 day of April 19 71
and on 21 day of April 19 71
I served a copy of the within 1971
on Major J. Plato
By service on _____
TAYLOR WILKINS, Sheriff
By W. A. McLeod, Jr.
Be 4201 17 BH

Mail No. 35232
JUDGE _____ DOCKET _____
CIVIL DIVISION
CIRCUIT COURT
MOBILE COUNTY
FRIENDLY CREDIT UNION, (a corp)
vs. } Complaint and Summons
MAJOR J. PLATO
Issued 15th day of April, 19 71
Defendant's Address
Route 2 Box 231
Bay Minette, Alabama
C.H. Wyatt, Jr. Plaintiff's Attorney

FRIENDLY CREDIT UNION, (a corp) I
 Plaintiff, I IN THE CIRCUIT COURT OF
 vs. I MOBILE COUNTY, ALABAMA
 MAJOR J. PLATO, I AT LAW
 Defendant. I CASE NO. 35232

Comes now the Defendant and appearing specially and only for the purpose of this Plea in Abatement, files the following Plea in Abatement:

That, at the time this suit was commenced, and for a period of time in excess of ten (10) years prior to said date, the Defendant was and has been a resident citizen of Bay Minette, Baldwin County, Alabama; that he has never lived in Mobile County; this Court is without jurisdiction over said suit. The venue is improperly laid in Mobile County, and this cause of action should be abated.

Major J. Plato
 Major J. Plato

STATE OF ALABAMA
 BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Major J. Plato, who is known to me and who being by me first duly sworn, deposes and says: That he has read the foregoing Plea in Abatement and that the matters set out therein are true and correct.

Major J. Plato
 Major J. Plato

April sworn to and subscribed before me on this the 29 day of April, 1971.

Lochner M Brantley
 Notary Public

Wilters & Brantley
 P. O. Box 968 LA MOBILE CO.
 Bay Minette, Ala. 36507

APR 30 8 28 AM '71

Shirley A. Brantley
 CLERK

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 29 day of April 1971 served a copy of the foregoing pleading on parties as this proceeding by mailing the same by mail, properly addressed, and first class postage prep

WILTERS & BRANTLEY

Lochner M Brantley

FRIDAY, MAY 28, 1971

FRIENDLY CREDIT UNION, a Corp.)

McRAE -vs- 35232)

MAJOR J. PLATO)

PLEA IN ABATEMENT SUSTAINED,
AND CASE ORDERED TRANSFERRED
TO BALDWIN COUNTY, ALABAMA,
FOR FURTHER PROCEEDINGS

This day in open Court came the parties by their attorneys, and defendant's Plea in Abatement filed May 3, 1971, to the complaint in this cause, coming on to be heard and being argued by counsel and understood by the Court;

It is ordered and adjudged by the Court that defendant's said Plea in Abatement filed May 3, 1971 to the complaint in this cause be, and the same is hereby sustained, and case ordered transferred to the Circuit Court of Baldwin County, Alabama, for further proceedings.

Minute Book 43

Page 332

STATE OF ALABAMA, }
COUNTY OF MOBILE }

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that the foregoing is a full, true and correct copy of ORDER OF COURT

as rendered by the said Circuit Court on the 28th day of May, 19 71, in the cause
entitled No. 35232 - FRIENDLY CREDIT UNION, a Corp.

_____, Plaintiff,
— versus — MAJOR J. PLATO

Defendant, (~~Transmitted with the original to the clerk~~), as the same remains of record in this office in
Minute Book No. 43, Page No. 332.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office
in the City of Mobile, Alabama, on this the 1st day of June, 19 71.

ATTEST:


Clerk, Circuit Court, Mobile County, Alabama.

