

K. J. KISER and C. E. KEEVAN,)
Plaintiffs,)
vs.)
NORMAN JAMES,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

9925

Plaintiff claims of the Defendant the sum of FOUR HUNDRED FIFTY-SEVEN AND 16/100 (\$457.16) DOLLARS due by promissory note made by the Defendant on to-wit: the 6th day of January, 1964 and payable in monthly installments of EIGHTEEN (\$18.00) DOLLARS per week to SCOTT SOUTHERN DIVISION EMPLOYEES CREDIT UNION, and assigned to the Plaintiffs herein.

Plaintiffs further aver that the final payment was due on or before the 6th day of March, 1967, which sum of money with the interest thereon is still unpaid.

That in and by the terms of said note, the Defendant agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiffs claim of the Defendant the further and additional sum of NINETY (\$90.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendant waived all rights under the Constitution and Laws of the State of Alabama, or any other State, as to personal property, and Plaintiffs now claim the benefit of said Waiver.


ATTORNEY FOR PLAINTIFFS

FILED

JUL 16 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA
BALDWIN COUNTY

}

Circuit Court, Baldwin County

No. 9925

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon NORMAN JAMES

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.....

NORMAN JAMES
....., Defendant.....

by K. J. KISER and C. E. KEEVAN

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

Witness my hand this 16 day of July 1971

Ernie B. Blackman, Clerk

Lewis

8802

No. 9925 Page.....

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

K. J. KISER and C. E. KEEVAN

Plaintiffs

vs.

NORMAN JAMES

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

JUL 16 1971

Clerk

EUNICE B. BLACKMON
CIRCUIT CLERK

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
228 Anderson Road, Mobile, Ala.

Received In Office

July 16 1971

Waylor Wilkins Sheriff

I have executed this summons

this 20 day of July 1971
by leaving a copy with

Norman James

Ray D. Bridges Sheriff

W. Lewis Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

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VOL

LOAN APPLICATION

I hereby apply to the SCOTT SOUTHERN DIVISION EMPLOYEES CREDIT UNION for a loan of \$ 500.00 to be repaid at \$ 18.00 per week for the following purpose: Buy Appliances

(Use other side for further information)

Signed

Job Title

NOTE

Posting Analysis:

Loan - - \$ 500.00
Interest - -
Total - - \$

Payroll No.

14677
1/10/64

On demand after date, for value received we Norman James as principal and C.E. Keenan, J.W. Shuler and E.J. Kiser as co-makers, waiving our rights of demand and notice, jointly

and severally promise to pay the SCOTT SOUTHERN DIVISION EMPLOYEES CREDIT UNION or order, the sum of Five Hundred Forty Nine and 43/100 dollars, including interest on unpaid monthly balance, at the rate of 1% per month, payable in weekly installments of \$ 18.00 per week including interest, the first payment to be made one week from date and a like amount every week thereafter until the full amount has been paid.

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. We hereby pledge all paid shares, payments of shares, or deposits, which we now have or hereafter have in this Credit Union, for loans, interest, fines, costs or expenses, and we hereby authorize the Treasurer to apply any or all such paid shares, payments on shares, or deposits to the payment of said loans, interest, fines, costs or expenses.

Said principal and co-makers severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and we severally agree that the 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.

Said principal and co-makers, severally agree that the entire balance of this note shall become immediately due and payable at the option of this Credit Union; and we severally agree to waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to the exercise of said option to declare the entire balance of this note immediately due and payable.

Said principal and co-makers, hereby severally authorize the Scott Paper Company — Southern Division to deduct from their earnings for the benefit of this Credit Union, amounts sufficient to cover any sums which may be due and payable, or any sums which may be declared to be due and payable on this note.

If the holder hereof, after default, shall place this note in the hands of an attorney for collection, to pay an additional sum equal to twenty per cent of the aggregate of principal, interest and fines due on this note at the time of the employment of such attorney, such charge in no event to be less than ten dollars.

Said principal and co-makers hereby jointly and severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property.

It is agreed and understood that the Loan Application above is a part of said note, and the maker hereby certifies that the statements contained herein are true to the best of his knowledge and belief.

Share Balance	Loan Balance		Payroll Number
<u>181.33</u>	<u>949.45</u>	Maker <u>Norman James</u>	<u>14677</u>
		Co-Maker <u>C.E. Keenan</u> (2)	<u>14457</u>
		Co-Maker <u>J.W. Shuler</u> (2)	<u>14753</u>
		Co-Maker <u>E.J. Kiser</u> (3)	<u>14675</u>
		Co-Maker <u> </u>	
		Co-Maker <u> </u>	
		Co-Maker <u> </u>	
		Co-Maker <u> </u>	
		Co-Maker <u> </u>	
		Co-Maker <u> </u>	
		Co-Maker <u> </u>	

Approved by Credit Committee

CHECK NO.

CHECK ISSUED

CHECK DATE

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All the right, title and interest of the Scott Southern
Division Employees Credit Union to this note is hereby
assigned and transferred to C. E. Keegan, C. W. Shuler,
and K. J. Kiser, cosigners without recourse.

Scott Southern Division
Employees Credit Union

A. L. Crockett
A. L. Crockett, Assist. Treasurer