

426-0004

July 16, 1971

STATE OF ALABAMA

CIRCUIT COURT

BALDWIN COUNTY

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

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

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

Witness my hand this 19 day of July 1971.

*Ernie L. Blackburn*

Clerk

C O M P L A I N T

NEWPORT MINETTE FEDERAL  
CREDIT UNION, (a corp)  
Plaintiff

VS:

A.B. STEWART

Defendant

9928

Plaintiff claims of the defendant the sum of \$1595.64 with interest thereon, due by promissory note made by the defendant on to-wit: the 14th day of January 1969 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 \$526.56 Dollars.

COUNT TWO

Plaintiff claims of the defendant \$1595.64 Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 14th day of January 1969 in the face amount of \$2500.00 Dollars and payable in monthly installments of \$83.04 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, January 27, 1971.

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 \$526.56 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

Plaintiff claims of the defendant \$1595.64 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 14th day of January 1969 in the face amount of \$2500.00 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, 27th day of January 1971 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 27th day of December 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 \$526.56 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COLE & WYATT, ATTORNEYS

BY *C. H. Wyatt*

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

Plaintiff's address  
Bay Minette, Alabama

Defendant's address  
1504 Hand Ave.  
Bay Minette, Alabama

**FILED**

JUL 19 1971

EUNICE B. BLACKMON  
CIRCUIT CLERK



NEWPORT MINETTE FEDERAL  
CREDIT UNION, a corp.

Plaintiff

-v-

A. B. STEWART

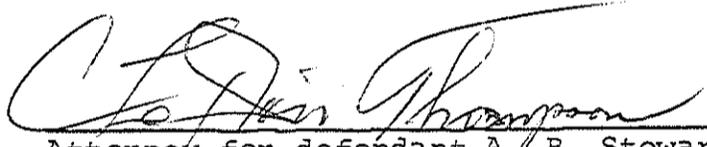
Defendant

\* IN THE CIRCUIT COURT  
\* OF BALDWIN COUNTY  
\* AT LAW  
\* CASE NO. 9928  
\*  
\*

DEMURRER

Comes the defendant and demurs to the complaint  
filed in said cause as follows:

1. That said complaint fails to state a cause of  
action.
2. For aught alleged said claim is tainted with  
usury.

  
Attorney for defendant A. B. Stewart

Comes the defendant and respectively ask trial by  
jury.

  
Attorney for defendant A. B. Stewart

I hereby certify that I have this day mailed a copy  
of the foregoing pleading postage prepaid to Cole and Wyatt  
at 1801 9th Avenue So. Birmingham, Alabama.

FILED

AUG 18 1971

  
Attorney for defendant A. B. Stewart

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

Account No. \_\_\_\_\_

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

Dated Jan. 14 19 69

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

\$ 2500.00

Newport Minette Federal  
Two Thousand Five Hundred

For value received, I/We, jointly and severally, promise to pay to the \_\_\_\_\_ Credit Union, or order, the sum of \_\_\_\_\_

and NO Dollars, with interest on the unpaid balance at the rate of ONE per cent per month, payable in installments of Eighty Three and 04/100 Dollars each; the first

payment to be made on February 14, 1969, 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 debt and any other indebtedness of the undersigned to the payee, I/We hereby pledge, assign, bargain, sell and convey into the possession of said payee and payee's assigns all the property, real and personal, which I/We now have or hereafter may have in this State, and I/We do hereby authorize this Credit Union to apply any or all such paid shares and dividends on shares to the payment of said indebtedness now owing or which may hereafter accrue.

It is further agreed that if I/We shall fail to pay any installment on the loan when due, unless excused 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 Bylaws of this Credit Union.

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. Each party to this note, whether as maker, endorser or guarantor, severally waives presentment for payment, demand, protest and notice of protest and dishonor of the same. The maker, 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, endorser 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 time of payment may be extended without notice to them 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 the day and year first above written.

SIGNATURE OF WITNESS

Phyllis Tolman  
Phyllis Tolman  
Phyllis Tolman

SIGNATURE OF MAKER AND COMAKERS

W. B. Stewart  
Carl Cook  
Richard E. Vinton

(L.S.)  
(L.S.)  
(L.S.)  
(L.S.)  
(L.S.)  
(L.S.)

ADDRESS

Bay Minette, Alabama  
Bay Minette, Alabama  
Bay Minette, Alabama

OFFER OF JUDGMENT

The defendant A. B. Stewart, offers to allow judgment to be taken against him by the palintiff, for \$1,151.38 plus interest with costs now accrued. The plaintiff agrees as part of this judgment that the defendant is to pay \$100.00 a month and as long as he so pays, the plaintiff will not issue an execution.

Dated: 4/9/74

*C. L. Davis Thompson*  
Attorney for Defendant.

Address: 1117 - 14<sup>th</sup> St So  
Bham Ala.

To: *John L. Cole*  
John L. Cole  
Plaintiff's Attorney

FILED

AUG 19 1974

EUNICE B. BLACKMON CIRCUIT CLERK

426-0004

August 31, 1971

STATE OF ALABAMA

CIRCUIT COURT

BALDWIN COUNTY

CASE NO: 9928

NEWPORT MINETTE FEDERAL  
CREDIT UNION, (A CORP)

PLAINTIFF

VS:

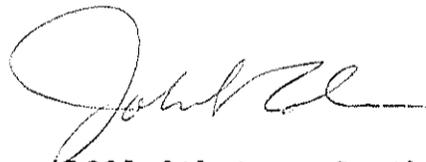
A.B. STEWART  
DEFENDANT

MOTION FOR JUDGMENT BE 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 13th day of August, 1971.
2. The Defendant has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.

COLE & WYATT, ATTORNEYS



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

|                    |           |
|--------------------|-----------|
| AMOUNT OF JUDGMENT | \$1595.64 |
| ATTORNEY'S FEE     | \$ 526.56 |
| INTEREST           | \$ 21.27  |
| TOTAL              | \$2143.47 |

*net  
less Court*

*\$ 1364.03*

*Net Total - 789.44*

**JOHN L. COLE**  
ATTORNEY AT LAW

UNIVERSITY CREDIT UNION BUILDING  
1117 - 14TH STREET, SOUTH  
BIRMINGHAM, ALABAMA 35205

TELEPHONE 933-2100

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

Dear Ms. Blackmon:

We enclose herewith our check for the amount of \$41.00 representing court cost paid on the following cases:

| CASE # | FILE #   | AMOUNT: \$   |
|--------|----------|--------------|
| 12934  | 853-0021 | 25.00        |
| 9928   | 426-0004 | 16.00        |
|        |          | <u>41.00</u> |

cl. # 10431