

426-0002

July 16, 1971

STATE OF ALABAMA

CIRCUIT COURT

BALDWIN COUNTY

CASE NO: 9929

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

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

Witness my hand this 19 day of July 1971.

Genice B. Blackman

Clerk

C O M P L A I N T

NEWPORT MINETTE FEDERAL CREDIT UNION, (a corp)

VS:

OTIS FRUSE

Plaintiff

Defendant

Plaintiff claims of the defendant the sum of \$2049.86 with interest thereon, due by promissory note made by the defendant on to-wit: the 3rd day of February 1970 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 \$676.45 Dollars.

COUNT TWO

Plaintiff claims of the defendant 2049.86 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 3rd day of February 1970 in the face amount of ~~\$3281.08~~ Dollars and payable in monthly installments of \$109.00 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, April 26, 1970.

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 \$676.45 Dollars, which plaintiff avers is a reasonable fee for making said collection.

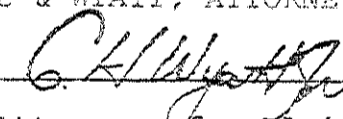
COUNT THREE

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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 \$676.45 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
Rt 2 Box 113
Bay Minette, Alabama

FILED

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EUNICE B. BLACKMON
CIRCUIT
CLERK

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BALDWIN COUNTY

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Ernie B. Blue

Clerk

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NEWPORT MINETTE FEDERAL
CREDIT UNION, (a corp)

VS:

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Defendant

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CLERK

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Newport Minette
Federal Credit Union

vs.
Otis Ansel

FILED

JUL 19 1971

EUNICE B. BLACKMON CIRCUIT CLERK

lale + Wyatt

Received 20 day of July 19 71
and on _____ day of _____ 19____
I served a copy of the within STC
on Otis Ansel

By service on _____
TAYLOR WILKINS, Sheriff

By _____ D. S.

Sheriff claims _____ miles at _____

Ten Cents per mile Total \$ _____
TAYLOR WILKINS, Sheriff

BY _____ DEPUTY SHERIFF

Returned 20 day of July 19 71

Not found in my county after diligent search and inquiry.

Taylor Wilkins, Sheriff

By W. A. Walbert
Deputy Sheriff

Otis Truqi 1

P. O. Box 239 1

St. Francisville, La.

70775