

426-0001

July 16, 1971

STATE OF ALABAMA

CIRCUIT COURT

BALDWIN COUNTY

CASE NO: 9930

TO THE SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon P.N. Bankster to appear before the Circuit Court, to be held for said County, at the place of holding the same, within 30 days from 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:

P.N. BANKSTER

Plaintiff

Defendant

Plaintiff claims of the defendant the sum of \$459.66 with interest thereon, due by promissory note made by the defendant on to-wit: the 4th day of March 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 \$151.68 Dollars.

COUNT TWO

Plaintiff claims of the defendant 459.66 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 4th day of March 1969 in the face amount of \$644.49 Dollars and payable in monthly installments of \$39.30 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, May 11, 1969.

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 \$151.68 Dollars, which plaintiff avers is a reasonable fee for making said collection.

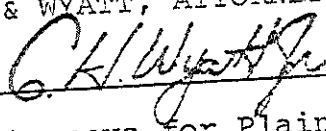
COUNT THREE

Plaintiff claims of the defendant \$459.66 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 4th day of March 1969 in the face amount of \$644.49 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, 11th day of May 1969 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 11th day of April 1969 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 \$151.68 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

Whitehouse Fork Rd.
Stapleton, Alabama

FILED

JUL 19 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

9930

Newport Minette
Federal Credit Union

vs.

P.N. Bankster

Sheriff claims 24 miles at
Ten Cents per mile Total \$ 2.40
TAYLOR WILKINS Sheriff
by W.D. Bankster
Deputy Sheriff

Received 20 day of July 19 71
and on 26 day of July 19 71
I served a copy of the within 84C
on P.N. Bankster
By service on _____

FILED

JUL 19 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Cole + Wyatt

TAYLOR WILKINS, Sheriff
By W.D. Bankster
Deputy

)) IN THE CIRCUIT COURT
)) BALDWIN COUNTY
))
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))
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))
))

VS:

P.N. BANKSTER

DEFENDANT

CASE NO: 9930

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 26th day of July, 1971.
2. The Defendant has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.
3. More than thirty days have lapsed since said service.

COLE & WYATT, ATTORNEYS

Charles H. Wyatt

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

AMOUNT OF JUDGMENT \$459.66

ATTORNEY'S FEE \$151.68

INTEREST	\$ 12.32
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TOTAL	\$623.66
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FILED

OCT 14 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Note No. _____

Account No. 248

Soc. Sec. No. _____

Tax Ident. No. _____

Dated March 4 19 69

\$ 644.49

Newport Minette Federal

For value received, I/We, jointly and severally, promise to pay to the _____ Credit Union, or order, the sum of Six Hundred Forty Four and 49 Dollars, with interest on the unpaid balance at the rate of one per cent per month, payable in installments of Thirty Nine and 30/100 Dollars each; the first payment to be made on April 4, 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 unto the payee all paid shares and payments on shares which I/We now have or hereafter may have in this Credit Union, and I/We do hereby authorize this Credit Union to apply any or all such paid shares and payments 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, protests and notice of protest, and dishonor of the same. The makers, endorsers and guarantors of this note agree to pay all costs of collections 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 Salmer

SIGNATURE OF MAKER AND COMAKERS

Robert M. Boudreau (L.S.)

ADDRESS

Bay Minette, Alabama

