

426-0005

July 19, 1971

STATE OF ALABAMA

CIRCUIT COURT

BALDWIN COUNTY

CASE NO: 9936

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Albert Jones 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 a complaint of Newport Minette Federal Credit Union, (a corp).

Witness my hand this 21st day of July 1971.

Ernie B. Blackburn
Clerk

C O M P L A I N T

NEWPORT MINETTE FEDERAL
CREDIT UNION, (a corp)

VS:

ALBERT JONES

Plaintiff

Defendant

Plaintiff claims of the defendant the sum of \$896.91 with interest thereon, due by promissory note made by the defendant on to-wit: the 23rd day of January 1963 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 \$295.98 Dollars.

COUNT TWO

Plaintiff claims of the defendant 896.91 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 23rd day of January 1963 in the face amount of \$1936.35 Dollars and payable in monthly installments of \$66.43 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, October 30, 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 \$295.98 Dollars, which plaintiff avers is a reasonable fee for making said collection.

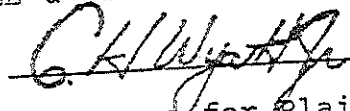
COUNT THREE

Plaintiff claims of the defendant \$896.91 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 23rd day of January 1963 in the face amount of \$1936.35 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, 30th day of October 1970 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 30th day of September 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 \$295.98 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 284
Bay Minette, Alabama

FILED

JUL 21 1971

EUNICE B. BLACKMON CIRCUIT CLERK

9936

Newport Minette
Federal Credit
Union

vs.

Albert Jones

JUL 21 1971

DATA WORKS

FILED

JUL 21 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

leale + Wyatt

Received 21 day of July 19 71
and on 26 day of July 19 71
I served a copy of the within Doc
on Albert Jones
By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Teller D.S.
3 miles East of BRY

Sheriff claims 6 miles at
Total \$ 7.60
Ten Cents per mile Sheriff
TAYLOR WILKINS, Sheriff
By W. A. Teller
DEPUTY SHERIFF

COLE, WYATT & BRADSHAW
ATTORNEYS AT LAW
UNIVERSITY CREDIT UNION BUILDING
1117 - 14TH STREET, SOUTH
BIRMINGHAM, ALABAMA 35205
TELEPHONE 933-2100

JOHN L. COLE
CHARLES H. WYATT, JR.
CHARLES T. BRADSHAW

March 8, 1972

Mrs. Eunice B. Blackmon
Mr. T. M. Byrd
Circuit Court of Baldwin County
Bay Minette, Alabama

RE: Case No. 9936 ✓
NewPort Minette Federal Credit
Union, a corporation
vs. Albert Jones
My File No. 426-0005

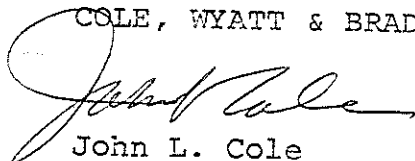
Dear Mrs. Blackmon and Mr. Byrd:

Please be advised that we have made arrangements for Mr. Jones to pay his judgment off on a monthly basis and we therefore ask that you hold up execution on any assets.

Would you please therefore send us a cost bill and of course we will honor same. If there are any questions in this matter please do not hesitate to call us.

Sincerely yours,

COLE, WYATT & BRADSHAW



John L. Cole

JLC/d

NEWPORT MINETTE FEDERAL
CREDIT UNION, (A CORP)

PLAINTIFF

VS:

ALBERT JONES

DEFENDANT

)) CIRCUIT COURT
)) BALDWIN COUNTY
))
))
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))
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)) CASE NO: 9936

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 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 Jr.

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

AMOUNT OF JUDGMENT	\$896.91
ATTORNEYS FEE	\$295.98
INTEREST	\$ 18.01
TOTAL	\$1192.89
LESS PAYMENTS OF \$650.00	

FILED

OCT 14 1971

EUNICE B. BLACKMON CIRCUIT
CLERK

Form CU 201 (ALA.) REV. 3-61
Note No. 1396

Account No. 69

Dated January 23 19 63
\$ 1936.35

Newport Minette Federal

For value received, I/We, jointly and severally, promise to pay to the _____
Credit Union, or order, the sum of One Thousand Nine Hundred
Thirty Six and 35 /Dollars, with interest on the unpaid balance at the rate of ONE per cent per month, payable in
installments of Sixty Six and 43/100 Dollars each; the first
payment to be made on Feb. 23, 1963, and the same amount every month thereafter
until the full amount has been paid. Said installments shall be payable at _____
Newport Industries Division Office, Bay Minette, Alabama

To secure the payment of this debt and any other indebtedness of the undersigned to the payee, I/We, do grant, bargain, sell and convey
unto the payee the following personal property, to wit:
Ten head cows on permanent pasture

As further security for the payment of this debt and any other indebtedness of the undersigned to the payee, I/We hereby pledge, 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 installments on the loan when due, unless excused therefrom for cause by the Board of Directors of this Credit Union, I/We prom-
ise 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, endorser and guarantors of this note agree to pay all costs of collections, whether incurred by suit or otherwise, including an attorney's fee equal to twenty percent of the
principal and interest due on this note, but such charge in no event to be less than ten dollars.
Each of us, whether principal, surety, guarantor, endorser or other party hereto, hereby severally waives and renounces death 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 Johnson

SIGNATURE OF MAKER AND COMAKERS
Albert Jones (L.S.)

_____ (L.S.)

ADDRESS
Bay Minette, Alabama

