SEARS, ROEBUCK AND COMPANY A Corporation

Ĭ IN THE CIRCUIT COURT OF

Plaintiff

BALDWIN COUNTY, ALABAMA

VS.

Ž

AT LAW

GARY L. TEDDER

Defendant

CASE NO. 1004

## ANSWER

Comes now the Defendant in the above styled cause and files this his answer to the Plaintiffs Bill of Complaint:

The Defendant avers that the allegations of the Complaint are untrue.

WILTERS.

BRANTLEY & NESBIT

CERTIFICATE OF SERVICE

I do hereby certify that I have on this # day of # day of # 1921 served a copy of the foregoing pleading on counsel for all parties to this proceeding by maining the same by United States Mail, properly addressed, and they class postage prepaid.

FILED

OCT 4 1971

EUNICE B. BLACKMON CIRCUIT

## STATE OF ALABAMA

## BALDWIN COUNTY

# TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Frank Geiger to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of the Baldwin County Bank, a Corporation.

Witness my hand, this the 3/ th day of September, 1971. Defendant may be served: P. O. Box 382 IN THE CIRCUIT COURT OF BALDWIN COUNTY BANK, Ŏ A Corporation, BALDWIN COUNTY, ALABAMA Plaintiff, AT LAW ۷s. FRANK GEIGER, NUMBER: Defendant.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED THIRTY-THREE AND 60/100 (\$233.60) DOLLARS, as balance due on a promissory note for \$284.54 made by him on the 20th day of April, 1971 and payable on the 15th day of July, 1971 with interest thereon.

The note contains provision for a reasonable Attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

Attorney for Plaintiff

Wilson Hayes

SEP 30 1971

UNICE B. BLACKMON CIRCUIE

Baldwin County Bank

Mark Geiger

SEP 30 1971

TAYLOR WILKOWS
SHERIFF

W. Hayes

service on.

WILSON HAYES

P. D. BOX 300

BAY MINETTE, ALABAMA

36507

September 29, 1971

10,048

TELEPHONE 937-5506

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

Dear Eunice:

Please file the enclosed suit for Baldwin County Bank and have it served on Defendant, Frank Geiger.

With kind regards, I am

Yours very truly,

Wilson Haves

mm Enc.

snc.

#### WILSON HAYES

LAWYER

P. C. BOX 300 BAY MINETTE, ALABAMA

0.000

December 9, 1971

TELEPHONE 937-5506

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

Re: Baldwin County Bank

Vs. Frank Geiger, #10,048

### Dear Eunice:

Please submit the above noted case to Judge Mashburn for judgment by default on a promissory waive note for:

Principle		\$233.60	
Interest		6.20	
Attorney's	fee	45.00	(20%)

Total \$284.80

With kind regards, I am

Yours very truly,

Wilson Hayes

WH/mm Enc. 15 JW 71

284.54 233.	E B	AY MINETTE, ALA	April 20	19./
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For value received, the unders	signed ("Debtor") promise(s) to p	pay to the order of BALD	WIN COUNTY BANK, Bay M	inette, Ala
				ر المسترافق المسترادي مسلم المسترادي المسترادي
("Bank") or order, the sum of	Two Hundred Eighty	y-four and 54/100		Dollars
payable in 6 installments o	50.00 each excen	t the final installment whi	ch shall be \$ 34.64	
	Annual Control of the		the state of the s	
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Payable at BALDWIN COUNT	TY BANK, Bay Minette, Alabam	ıa.		
In the event of default in payment of	of any of said installments, when due,	or in event of death, insolven	cy of, general assignment by, judg	ment against
position in bankruptcy by or against appli- assets of any such party or on the happer	lication for receiver for, or issuance of ning of any one or more of said event	l garnishment or attachment a is, the holder shall have the r	igainst any party liable hereon-oi ight at its option without notice t	r ngainst an) o declare the
"eaure indebledness immediately due und"	payable. No delay la exercising such	option shall be construed to w	give the right to exercise the san	no.
And hereby waive all right of exemp	ption as to personal property against t	the payment of this debt and	cost of collection, under the laws	of Alabama
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authorized to apply on or after maturity, And to Detter secure the above note,	, and any other amounts either of us r	now owe or may owe to Bank, a	it or before the payment of this not	e,
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