#### IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA, AT LAW

CASE NO. 36701 - McRAE

COLE & WYATT N.J. MOBILE SECURITY FEDERAL CREDIT UNION, (A CORP.) BY: C.H. WYATT, JR. VS. Suit for \$1,031.50 w/interest due by promissory note - Atty's fee \$263.29 (WAIVER) COUNTS 2 & 3 - \$797.85 due by promissory note - Atty's fee \$263.29(WAIVER) TAYLOR D. WILKINS, JR. CLAYTON M. HADLEY & JAMES S. MINCHEW JURY P.O. Box 546 Bay Minette, Ala. 36507 PLEADINGS, ROCESS, ETC. FILING DATE C & S returned September 9, 1971 "Not Found" as to James S. Minchew. 1. Complaint & Summons 9-3-71 Branch C & S served on Clayton M. Hadley on September 13, 1971. 2. Branch Complaint & 9-3-71 Summons November 5. 1971 - Defendant. Clayton M. Hadley's Plea in Abatement sustained, 3. Plea in Abatement cause transferred to the Circuit Court of Baldwin County. (Clayton Hadley) 10-1-71 /s/ Ferrill D. McRae

I, JOHN E. MAN DEVILLE, in my capacity as Clerk of the Circuit Court of Mobile County, Alabama, hereby certify that the above is a true and correct transcript of all the minutes, orders and other proceedings in the above styled case in this Court.

In Witness whereof I have hereunto set my hand and attached my Official Seal as such Clerk of said Court at Mobile, Mobile County, Alabama, on this the 9th day of November 10 71.

John Mandenelle, Clork

650-03.24

September 1, 71

MODILE SECURITY FEDERAL CREDIT UNION, (A CORP)

PLAINTIFF

CIRCUIT COURT

MOBILE COUNTY

VS:

CLAYTON M. HADLEY & JAMES S. MINCHEW

DEFENDANTS

CASE NO: 3670/

Plaintiff claims of the defendants the sum of \$1031.50 with interest thereon, due by promissory note made by the defendants on to-wit: the 21st day of August 1964 which said sum with interest thereon is past due and unpaid, and Plaintiff avers that as a part of consideration of said instrument, defendants 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 \$263.29 Dollars.

# COUNT TWO

Plaintiff claims of the defendants 797.85 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendants on, to-wit: 21st day of August 1964 in the face amount of \$2170.00 Dollars and payable in monthly installments of \$75.00 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, May 3, 1969

Plaintiff avers that by the terms of said note, the defendants waived exemption rights as to personal property secured to Mobile Security Federal Credit Union (a corp) by law, and plaintiff claims the benefit thereof.

Plaintiff further avers that by the terms of said note, the defendants 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 \$263.29 Dollars, which plaintiff avers is a reasonable fee for making said collection.

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COLE & WYATT, ATTORNEYS

BY

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

Plaintiff's address Brookley AFE Mobile, Alabama

Defendant's address

SERVE ONLY:

Clayton M. Hadley Rt 1 Box 9 Perdido, Alabama

# THE STATE OF ALABAMA

CIRCUIT COURT

MOBILE COUNTY

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COUNTY, ALABAMA, CLATA \$1.50 EACH
FOR SERVING
TRAVEL EXPENSE ON EACH OF \$2.60

Mil No. 36701

JUDGE

\_DOCKET

CIVIL DIVISION

# CIRCUIT COURT

MOBILE COUNTY

Mobile Security Federal Credit Union, (a corp)

VS.

BRANCH Complaint and Summons

Clayton M. Hadley & James S. Minchew

Issued 3rd day of September 19 71

### Defendant's Address

Clayton M. Hadley Rt. 1, Box 9 Perdido, Alabama

C. H. WYATT, JR.

Sand Wilness

By service on TAYLOR WILLTHAY SINGIFF

650-0124

September 1, 1971

MOBILE SECURITY FEDERAL CREDIT UNION, (A CORP)

CIRCUIT COURT

PLAINTIFF

MOBILE COUNTY

VS:

CLAYTON M. HADLEY & JAMES S. MINCHEW

DEFENDANTS

CASE NO: 36701

Plaintiff claims of the defendants the sum of \$1031.50 with interest thereon, due by promissory note made by the defendants on to-wit: the 21st day of August 1964 which said sum with interest thereon is past due and unpaid, and Plaintiff avers that as a part of consideration of said instrument, defendants 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 \$263.29 Dollars.

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COLE & WYATT, ATTORNEYS

BY

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

Plaintiff's address Brookley AFB Mobile, Alabama

Defendant's address

SERVE ONLY:

Clayton M. Hadley Rt 1 Box 9 Perdido, Alabama

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# THE STATE OF ALABAMA

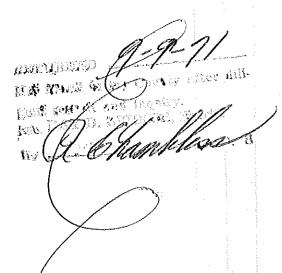
MOBILE COUNTY

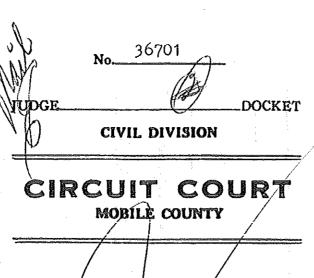
To Any Sheriff of the State of Alabama:

# CIRCUIT COURT

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Mobile Security Federal Credit Union, (a corp)

VS Complaint and Summons

Clayton M. Hadley & James S. Minchew

Issued 3rd day of September 19 71

#### Defendant's Address

Clayton M. Hadley, Rt. 1, Box 9, Perdido, Alabama James S. Minchew, Mobile, Alabama

C. H. WYATT, JR.

Plaintiff's Attorney

650-0124

MOBILE SECURITY FEDERAL

CREDIT UNION, (A CORP)

PLAINTIFF

September 1, 1971

CIRCUIT COURT

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MOBILE COUNTY

VS:

CLAYTON M. HADLEY & JAMES S. MINCHEW

DEFENDANTS

CASE NO: 3670/

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COLE & WYAPT, ATTORNEYS

BY

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

Plaintiff's address Brookley AFB Mobile, Alabama

Defendant's address

SERVE ONLY:

Clayton M. Hadley Rt 1 Box 9 Perdido, Alabama

# THE STATE OF ALABAMA MOBILE COUNTY

# CIRCUIT COURT

\_D.S.

To Any Sheriff of the State of Alabama: You are hereby commanded to summon CLAYTON M. HADLEY & JAMES S. MINCHEW to appear within thirty days from service of this process, in the Circuit Court of Mobile County, Alabama, at the place of holding the same, then and there to answer the complaint of Mobile Security Federal Credit Union, (a corp) WITNESS: John E. Mandeville, Clerk of said Court, this 3rd day of \_\_\_\_\_ September 1971 SHERIFF'S RETURN \_\_\_\_\_\_\_, 19\_\_\_\_and on\_\_\_ Received day of \_\_\_\_\_, 19\_\_\_\_, I served a copy of the within\_ by service on\_\_\_ RAY D. BRIDGES, SHERIFF

JUDGE.

DOCKET

CIVIL DIVISION

# CIRCUIT COURT

MOBILE COUNTY

Mobile Security Federal Credit Union, (a corp)

Complaint and Summons

Clayton M. Hadley & James S. Minchew

Issued 3rd day of September , 19 71

Defendant's Address

Clayton M. Hadley, Rt. 1, Box 9, Perdido, Alabama James S. Minchew, Mobile, Alabama

C. H. WYATT, JR.

Plaintiff's Attorney

# THE STATE OF ALABAMA MOBILE COUNTY

To Any Sheriff of the State of Alabama:

# CIRCUIT COURT

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MOBILE SECURITY FEDERAL	(	IN THE CIRCUIT COURT OF
CREDIT UNION, a corporation	(	MOBILE COUNTY, ALABAMA
PLAINTIFF	(	
VS	(	
CLAYTON M. HADLEY & JAMES S. MINCHEW	(	CASE NO: 36701 MC
DEFENDANTS	(	, ,

## PLEA IN ABATEMENT

Comes now the Defendant, Clayton M. Hadley, in the above styled cause by his Attorney, Taylor Wilkins, Jr., and makes his appearance in this cause specially and only for the purpose of making the following plea:

- 1. Plaintiff ought not to have and maintain the above styled cause for that Defendant is now and was at the time of the filing of this cause a resident citizen of Baldwin County, Alabama.
- 2. Plaintiff ought not to have and maintain his suit in this cause for that Defendant is not now and never has been a resident of Mobile County, Alabama.
- 3. Plaintiff ought not to have and maintain his suit in the above styled cause for that Defendant resides in and has always resided in Baldwin County, Alabama, and that Plaintiff well knows this fact, that the said address given for service is Defendant's address in Baldwin County, Alabama.

Clayton M. Hadley, Defendan

Taylor Wilkins. fr. Attorney for Defendant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, the undersigned authority, personally appeared Clayton M. Hadley, the Defendant in the above styled cause who, being known to me and

being duly sworn deposes and says:

I have read the foregoing plea in its entirety and know it to be true and without error.

Clayton M. Hadley

Sworn to and subscribed before me this th 27 day of September, 1971.

CERTIFICATE OF SERVICE

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

5231 J

TAYLOR D. WILKINS, JR. ATTORNEY AT LAW TELEPHONE 937-7024 P. O. BOX 546 BAY MINETTE, ALABAMA 36507 November 4, 1971 Honorable Farrell McRae Circuit Judge Mobile County Mobile, Alabama 36600 # 36701-RE: Mobile Security Federal Credit Union Clayton M. Hadley, et al Dear Judge McRae: I'm sorry I was unable to contact you by telephone this week, however I know you have been busy with hearing cases all week. It will be agreeable with me to submit the plea in abatement I filed in the above styled cause without argument. I assume Mr. Wyatt, attorney for the Plaintiff will not be in court to contest the plea. I believe it is well founded and whatever you would like to do is fine with me. Thanking you and with warm regards to you, I am Very truly yours, TWJr:sp Aubonit

### FRIDAY, NOVEMBER 5, 1971

MOBILE SECURITY FEDERAL CREDIT UNION, a Corp.

36701 McRAE -vs-

CLAYTON M. HADLEY & JAMES S. MINCHEW

DEFENDANT, CLAYTON M. HADLEY'S PLEA IN ABATEMENT SUSTAINED, CAUSE TRANSFERRED TO THE CIRCUIT COURT OF BALDWIN COUNTY

This day in open Court came the parties by their attorneys, and defendant, Clayton M. Hadley's Plea in Abatement filed October 1, 1971, to the complaint in this cause, coming on to be heard and being argued by counsel and understood by the Court;

It is ordered and adjudged by the Court that defendant, Clayton M. Hadley's said Plea in Abatement filed October 1, 1971, to the complaint in this cause be, and the same is hereby sustained, and cause ordered transferred to the Circuit Court of Baldwin County, Alabama.

Minute Book 44

287 Page

STATE	OF	' AI	LABAMA,	
COUNT	Y	OF	MOBILE	

# IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, of	lo hereby
certify that the foregoing is a full, true and correct copy ofORDER OF COURT	
as rendered by the said Circuit Court on the 5th day of November , 1971 , in	
entitled No. 36701 - MOBILE SECURITY FEDERAL CREDIT UNION, (A CORP.	)
	Plaintiff,
versus CLAYTON M. HADLEY & JAMES S. MINCHEW	*****************
	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
Defendant, (************************************	office in
Minute Book No. 44, Page No. 287	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Cour	t at office
in the City of Mobile, Alabama, on this the 9th day of November	19 71

ATTEST:

Clerk, Circuit Court, Mobile County, Alabama.

# CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

No. 36701	MOBILE SECURITY	Y FEDERAL C	REDIT UNION, (A	CORP.) Plaintiff
	CLAYTON M.	VS.	AMES S. MINCHEW	Defendant
•				Delendant

(Act No. 740, Reg. Session Ala. Logislature 1957 Appvd. Sept. 20, 1957) (Amend Sec. 21, Title 11, Code Ala. 1940)

# R L L F C S T (Act No. 571, Reg. Ses. Leg. 1955) (Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

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than \$1,000	10.00				Levying Attachment & Return	6.25			
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I respectfully beg to advise that if this bill execution for same.

MOBILE SECURITY FEDERAL CREDIT UNION, a corp.

PLAINTIFF

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

VS.

CASE NO. 10,115

CLAYTON M. HADLEY AND JAMES S. MINCHEW

DEFENDANTS-THIRD PARTY PLAINTIFF

VS.

RAY W. POPE

THIRD PARTY DEFENDANT

Comes now Clayton M. Hadley and James S. Minchew, defendants in the above styled cause and file this third-party complaint, pursuant to Title 7, Section 259(2), Code of Alabama:

## THIRD-PARTY COMPLAINT

## COUNT ONE

Plaintiff has filed against the defendants and third-party plaintiffs, Clayton M. Hadley and James S. Minchew, a complaint, a true copy of which is attached hereto as Exhibit A. Venue and jurisdiction are ancillary to the original action herein. Heretofore and on, to-wit, August 21, 1964, defendants and third party plaintiffs Clayton M. Hadley and James S. Minchew signed a promissory note described in the complaint as an endorser for Ray W. Pope, the said Ray W. Pope being the maker of said note, and the said Ray W. Pope has failed to make the payments provided for in said note and the payee named in said note has now demanded that the third-party plaintiffs pay the unpaid balance owing under said note. It is for such unpaid balance that the bill of complaint in this case was filed against the defendant and third-party plaintiffs, Clayton M. Hadley and James S. Minchew.

Defendants and third-party plaintiffs avers that if plaintiff is entitled to recover against the defendants and third-party plaintiffs by reason of the matters alleged in the original complaint, plaintiffs are entitled to indemnity from the third-party defendant for the amount of any such recovery by the plaintiff together with interest thereon

and all attorneys fees, costs and expenses of third-party plaintiff incurred herein, wherefore third-party plaintiffs demand judgment against third-party defendant for all amounts that may be adjudged against them, if any, in favor of plaintiff, together with interest thereon and all of said attorneys fees, costs and expenses.

> ttorney for Third Party Plaintiffs

Rhird-Party Defendant may be served at:

Ray W. Pope 5250 Sybel Drive Mobile, Alabama

Employed at Scott Paper Company, Mobile, Alabama

> Defendants respectfully demands a trial by Jury in this cause.

Attorney for Defendants and Third Party Plaintiffs

OCT 8 1974

EUNICE B. BLACKMON CIRCUIT

# CIRCUIT COURT, MOBILE COUNTY, ALABAMA

	MOBILE SECURITY FEDERAL CREDIT	,
	UNION, (A CORP.)	650-0124
	)	20101
	· · · · · · · · · · · · · · · · · · ·	1,50
	No. 36701 Judge McRae )	<u>(,</u>
	CLAYTON M. HADLEY and JAMES S.	
	MINCHEW	
	)	
	)	
	I, John E. Mandeville, Clerk of the Circuit Court	of Mobile County, in and for Mobile County, State
	of Alabama, do hereby certify that on this day the sa	aid Circuit Court made the following order in the
	above entitled case, viz November 5, 1971	- Defendant, Clayton M. Hadleyic
	Plea in Abatement sustained, cause	transferred to the Circust Court
	of Baldwin County.	Jacob Saledie Court
		33 7 26 7
	, 5, 1021	111 D. McRae - Judge.
Contr	Witness my hand this the 5th day ofto: C. H. Wyatt, Jr.	November 1971
0003	Taylor D. Wilkins, Jr.	
	∠:test:	MANU & Manderale Clerk
	<u>Cir</u>	AN E. MANDEVILLE, Clerk cuit Court, Mobile County, Alabama

650-0124

September 1, 1971

MOBILE SECURITY FEDERAL CREDIT UNION, (A CORP)

CIRCUIT COURT

PLAINTIFF

MOBILE COUNTY

VS:

CLAYTON M. HADLEY & JAMES S. MINCHEW

DEFE	Ŋ,	DA	Karl	S
------	----	----	------	---

CASE	NO:	
	-	

Plaintiff claims of the defendants the sum of \$1031.50 with interest thereon, due by promissory note made by the defendants on to-wit: the 21st day of August 1964 which said sum with interest thereon is past due and unpaid, and Plaintiff avers that as a part of consideration of said instrument, defendants 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 \$263.29 Dollars.

# COUNT TWO

Plaintiff claims of the defendants 797.85 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendants on, to-wit: 21st day of August 1964 in the face amount of \$2170.00 Dollars and payable in monthly installments of \$75.00 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, May 3, 1969

Plaintiff avers that by the terms of said note, the defendants waived exemption rights as to personal property secured to Mobile Security Federal Credit Union (a corp) by law, and plaintiff claims the benefit thereof.

Plaintiff further avers that by the terms of said note, the defendants 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 \$263.29 Dollars, which plaintiff avers is a reasonable fee for making said collection.

#### COUNT THREE

Plaintiff claims of the defendants \$797.85 Dollars, this amount being the unpaid balance due by promissory note made by the defendants on, to-wit, the 21st day of August 1964 in the face amount of \$2170.00 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, 3rd day of May 1969 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 3rd 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 defendants 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 \$263.29 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 Brookley AFB Mobile, Alabama

Defendant's addmess

SERVE ONLY:

Clayton M. Hadley Rt l Box 9 Pergido, Alabama

Mobile Security Federal Credit	
Union, a corp.	gene "To
Plaintiff Vs.	Circuit Court, Baldwin County, Alabama
Clayton M. Hadley and James S  Minchew,	Civil Action No. 10,115
Vs.	
Ray W. Pope Defendant	
To Any Sheriff or any person authorized by I to effect service in the State of Alabama:	Rule 4 (a) (3) of the Alabama Rules of Civil Procedure
You are hereby commanded to serve	this summons and a copy of the complaint in this action
upon defendant Ray W. Pope	
A second of the	· · · · · · · · · · · · · · · · · · ·
	: 45
	a copy of a written answer to the complaint upon  Defendants , attorney of record for the plantax whose address is
P.O.Box 546, (Courthouse Square)	Bsy Minette, Alwithin thirty (30) days after service
answer with the Clerk of this Court at the time for the Plaintiff or within a reasonable time the	of the summons and to file the original of said written the of service of the answer upon the attorney of record thereafter. If any defendant fails to do so, a judgment dant for the relief complained of in the complaint.
Parish 1	Clerk of Court
Dated	

MAUNI CO. Civil Action No.///,.//. Defendant lives at STATE OF ALABAMA 5250 Sybel Dr., Mobile, Al. BALDWIN COUNTY or Scott Paper Co., Mobile, Al. CF<del>RCUIT</del> COURT Received In Office Mobile Security Federal Credit Union .....Sheriff **Plaintiffs** I have executed this summons by leaving a copy with Clayton M. Hadley and James S. Minchew SUMMONS Clerk OCT 8 1974 Not found in my County after diligent search and inquiry. EUNICE B. BLACKMON GIRCUIT KAY D. ERIDGES, Sheriff..... RECEIVED OCTA 1974 Cole & WKATH WILLING SHERIFF Plantiff's Attorney Taylor D. Wilkins, Jr. ...... Deputy Sheriff

Defendant's Attorney

MOORE Prig. Co., Bay Minette

MOBILE SECURITY FEDERAL CREDIT UNION, 4	CORP.
	Circuit Court, Baldwin County, Alabama
Plaintiff Vs. CLAYTON M. HADLEY AND JAMES S. MINCHEW	Civil Action No. 10,115
RAY W. POPE	December 19., 19.74
Defendant  To Any Sheriff or any person authorized by Rule	e 4 (a) (3) of the Alabama Rules of Civil Procedure
to effect service in the State of Alabama:	
upon defendant Ray W. Pope	
John L. Cole	copy of a written answer to the complaint upon
of this summons excluding the day of service of the answer with the Clerk of this Court at the time of	within thirty (30) days after service ne summons and to file the original of said written service of the answer upon the attorney of record after. If any defendant fails to do so, a judgment

Civil Action No10,115	
STATE OF ALABAMA  BALDWIN COUNTY	Defendant lives at Rt. 5, Box 78 A, Mobile, Ala.
CIRCUIT COURT	36608 Received In Office
MOBILE SECURITY FEDERAL CREDIT UNION, A	CORP. 19 19 74
Plaintiffs	I have executed this summons
New Market	this19 by leaving a copy with
CLAYTON M. HADLEY & JAMES S. MINCHEW  RAY W. POPE  Defendants	
Mahile SUMMONS	
Filed December 19, 74	
Eunice B. Blackmon Clerk	
FILED	This 30 day of 400-, 19 24  by serving a copy of the within on.
DEC 18 1974	RAY D. BRIDGES, Sheriff
EUNICE B. BLACKMON GLERK John L. Cole	By
Plaintiff's Attorney	Sheriff
Defendant's Attorney	

IN THE CIRCUIT COURT OF MOBILE SECURITY FEDERAL ) CREDIT UNION, a corporation, BALDWIN COUNTY, ALABAMA Plaintiff, ) VS. CLAYTON M. HADLEY and CASE NO. 10,115 JAMES S. MINCHEW, Defendants-Third Party Palintiffs, VS. RAY W. POPE, Third Party Defendant.

# REQUEST FOR PRODUCTION OF DOCUMENTS

Defendant Ray W. Pope, requests the Plaintiff, pursuant to Rule 34, Alabama Rules of Civil Procedure, to respond within thirty (30) days to the following request:

- That Plaintiff, Mobile Security Federal Credit Union, produce and permit the Defendant to inspect and to copy each of the following documents:
  - A copy of the ledger card.
  - All notes, memorandum, documents presently in the file relative to the loan and note upon which the main action is based.

DONALD M. BRISKMAN

STATE OF ALABAMA)

COUNTY OF MOBILE)

Personally appeared before me the undersigned authority in and for said State and County, DONALD M. BRISKMAN, Attorney for the Defendant, and being by me first duly sworn, deposes and says that the documents requested hereinabove are relevant and material for the defense at a FILE trial of this cause.

MAR 1 9 1975

EUNICE B. BLACK Subscribed and sworn to before me this

the  $\frac{1}{2}$  day of March, 1975.

STATE AT LARGE

CERTIFICATE OF SERVICE I do hereby certify that I have on the day of the foregoing pleading on counsel to parties to this broceouting by mailing the so by United Stares mail, properly addressed, and first class postage prebaid. \_ 19970 STONE IN

PERLOFF, REID & BRISKMAN ATTORNEYS AT LAW 257 St. ANTHONY STREET MOBILE, ALABAMA 36603

MOBILE SECURITY FEDERAL	χ	IN THE CIRCUIT COURT OF
CREDIT UNION, a Corporation	X	
PLAINTIFF	χ	BALDWIN COUNTY, ALABAMA
VS	χ	
CLAYTON M. HADLEY & JAMES S. MINCHEW	χ	AT LAW
DEF ENDANTS	X	CASE NO:

# JURY DEMAND

Comes now the Defendant, Clayton M. Hadley, in the above styled cause, by and through his Attorney, Taylor D. Wilkins, Jr., and hereby makes demand for a jury trial in the above styled cause.

Tiled 11-9-71 Erinice D. Blackman Elerk Taylor Wilkins, K. Altorney for Delendant

# JOHN L. COLE

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

TELEPHONE 933-2100

December 18, 1974

Ms. Eunice B. Blackmon, Clerk Circuit Court Baldwan County Courthouse Bay Minette, Alabama 36507

Re: Mobile Security Federal Credit Union

Vs: Clayton M. Hadley

Our file no: 650-0124

Case no: 10, 115

Dear Ms. Blackmon:

Please be so kind as to issue an Alias Third-Party Complaint on Ray W. Pope at the following address:

Ray W. Pope Route 5 Box 78 A Mobile, Alabama 36608

Thank you for your cooperation.

Sincerely yours,

John L. Cole, Attorney at Law

JLC/wh

# COLE & KEY Attorneys at Law University Credit Union Bldg. 1117 14th Street South Birmingham, Alabama 35205 August 11, 1975

**TELEPHONE 933-2100** 

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

Re: Mobile Security Federal CreditUnion

Vs: Ray W. Pope

Our file no: 650-0124

Case no: 10,115

Dear Ms. Blackmon:

This letter is to inform you that the judgment in the above styled case has been paid in full. Please find enclosed our check in the amount of \$58.40 to cover the cost of court.

Thank you for your cooperation.

Sincerely yours,

Cole & Key, Attorneys

John L. Cole

JLC/wh/zr

Enclosure:

$p_{\alpha}A$	Bay Minette, Ala.,
To the Sheriff of	County, Alabama
I enclose herewith	for serged on
L.C. Gussel	00 1911 Dov't. St.
Motile, ala	
	( )hanks,
Please serve and return as early as possible.	Delo Willen
, , , , , , , , , , , , , , , , , , ,	Sheriff, Baldwin County Alabama
(If not found in your county, please advise pro-	omptly giving information as to present location if possible)

, y , <del>y</del> , ,