

11, 115

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

CASE NO. 36701 - McRAE

COLE & WYATT
BY: C.H. WYATT, JR.

MOBILE SECURITY FEDERAL CREDIT UNION, (A CORP.)

N.J.

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.
P.O. Box 546
Bay Minette, Ala. 36507

CLAYTON M. HADLEY & JAMES S. MINCHEW

JURY

PLEADINGS, PROCESS, ETC, * FILING DATE *

1. Complaint & Summons	* 9-3-71	* C & S returned September 9, 1971 "Not Found" as to James S. Minchew.
	*	* Branch C & S served on Clayton M. Hadley on September 13, 1971.
2. Branch Complaint & Summons	* 9-3-71	*
	*	*
3. Plea in Abatement (Clayton Hadley)	* 10-1-71	* November 5, 1971 - Defendant, Clayton M. Hadley's Plea in Abatement sustained, cause transferred to the Circuit Court of Baldwin County.
	*	* /s/ Ferrill D. McRae
	*	
	*	
	*	
	*	
	*	
	*	
	*	
	*	
	*	

44-287

I, JOHN E. MANDEVILLE, 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 19 71.

John E. Mandeville Clerk

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.

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

C. H. Wyatt Jr.
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

STATE OF ALABAMA CO.
CLERK OF THE COURT
WAS FILED IN
SEP 3 8 45 AM '71

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

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

Attest: *John E. Mandeville* Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ day
of _____, 19____, I served a copy of
the within _____ on _____
by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

Received 10 day of Sept 1971
and on 13 day of Sept 1971
I served a copy of the within Let C
on Clayton M. Hadley
By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Tolbert
Perdido

TAYLOR WILKINS, SHERIFF OF BALDWIN
COUNTY, ALABAMA, CLERK \$1.50 EACH
FOR SERVING 1 PROCESS(E) AND 26 me
TRAVEL EXPENSE ON EACH OF \$ 2.60
PROCESS(E) OR A TOTAL OF \$ 4.10

Mail 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.
SEP 10 1971
Plaintiff's Attorney

TAYLOR WILKINS
CLERK

650-0124

September 1, 1971

MOBILE SECURITY FEDERAL
CREDIT UNION, (A CORP)

CIRCUIT COURT

PLAINTIFF

MOBILE COUNTY

VS:

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JAMES S. MINCHEW

DEFENDANTS

CASE NO: 36701

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COLE & WYATT, ATTORNEYS

BY

C. K. Wyatt Jr.
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

STATE OF ALABAMA
I CERTIFY THIS PLEADING
WAS FILED IN
SEP 3 8 45 AM '71
CLERK

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

To Any Sheriff of the State of Alabama:
You are hereby commanded to summon

CLAYTON M. HADLEY & JAMES S. MINCHEW

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Mobile Security Federal Credit Union, (a corp)

WITNESS: John E. Mandeville, Clerk of said Court, this 3rd day of September, 19 71

Attest: John E. Mandeville Clerk

SHERIFF'S RETURN

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of _____, 19____, I served a copy of
the within _____ on _____
by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

HEAD SHERIFF DEPT.
MOBILE COUNTY, ALA.

SEP 7 3 46 PM '71

BY _____

RECEIVED
MOBILE COUNTY CLERK
SEP 7 1971
BY *[Signature]*

[Signature]
No. 36701
JUDGE _____ DOCKET _____
CIVIL DIVISION

CIRCUIT COURT
MOBILE COUNTY

Mobile Security Federal Credit
Union, (a corp)

VS. } Complaint and Summons

7/7
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

September 1, 1971

MOBILE SECURITY FEDERAL
CREDIT UNION, (A CORP)

CIRCUIT COURT

PLAINTIFF

MOBILE COUNTY

VS:

CLAYTON M. MADLEY &
JAMES S. MINCHEW

DEFENDANTS

CASE NO: 36701

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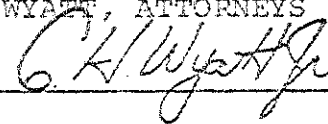
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BY


Attorneys for Plaintiff
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Birmingham, Alabama 35205
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Plaintiff's address
Brookley AFB
Mobile, Alabama

Defendant's address

SERVE ONLY:

Clayton M. Hadley
Rt 1 Box 9
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THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

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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

Attest:

John E. Mandeville
Clerk

SHERIFF'S RETURN

Received _____ day of _____, 19____ and on _____ day
of _____, 19____, I served a copy of
the within _____ on _____
by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

No. 36701

JUDGE _____ DOCKET _____

CIVIL DIVISION

CIRCUIT COURT
MOBILE COUNTY

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

"COPY"

THE STATE OF ALABAMA
MOBILE COUNTY

CIRCUIT COURT

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Clerk

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the within _____ on _____
by service on _____

RAY D. BRIDGES, SHERIFF

By _____ D.S.

MOBILE SECURITY FEDERAL
CREDIT UNION, a corporation

PLAINTIFF

VS

CLAYTON M. HADLEY &
JAMES S. MINCHEW

DEFENDANTS

(IN THE CIRCUIT COURT OF
(MOBILE COUNTY, ALABAMA
(
(
(
(

CASE NO: 36701 *MC*

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

Clayton M. Hadley, Defendant

Taylor Wilkins, Jr.

Taylor Wilkins, Jr.
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
Clayton M. Hadley

Sworn to and subscribed before me this the 29 day of September,
1971.

[Signature]
Notary Public

Dependent Demand as filed by Guy
[Signature]

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 29 day of SEP,
1971, 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.

[Signature]
STATE OF ALABAMA
I CERTIFY THIS PLEADING
WAS FILED ON

OCT 1 8 28 AM '71

[Signature]
CLERK

[Signature]
STATE OF ALABAMA
I CERTIFY THIS PLEADING
WAS FILED ON

SEP 31 8 05 AM '71

[Signature]
CLERK

BAY MINETTE, ALABAMA 36507

Submit

1000 1000 1000 1000 1000

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

Page 287

STATE OF ALABAMA, }
COUNTY OF MOBILE }

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

I, JOHN E. MANDEVILLE, Clerk of the Circuit Court of Mobile County, Alabama, do hereby
certify that the foregoing is a full, true and correct copy of ORDER OF COURT

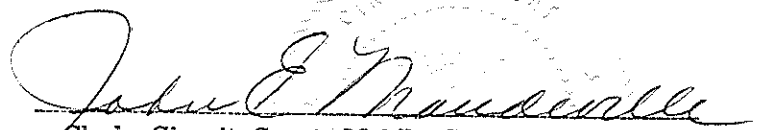
as rendered by the said Circuit Court on the 5th day of November, 1971, in the cause
entitled No. 36701 - MOBILE SECURITY FEDERAL CREDIT UNION, (A CORP.)

_____, Plaintiff,
— versus — CLAYTON M. HADLEY & JAMES S. MINCHEW

Defendant, ~~(together with the captioned other party)~~, as the same remains of record in this office in
Minute Book No. 44, Page No. 287.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at office
in the City of Mobile, Alabama, on this the 9th day of November, 1971.

ATTEST:


Clerk, Circuit Court, Mobile County, Alabama.

CIVIL DIVISION, CIRCUIT COURT, MOBILE COUNTY

MOBILE SECURITY FEDERAL CREDIT UNION, (A CORP.)

Plaintiff

No. 36703

VS.

CLAYTON M. HADLEY & JAMES S. MINCHEW

Defendant

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

BILL OF COST

(Act No. 571, Reg. Ses. Leg. 1955)
(Amend Sec. 34 and 100, Title 11, Code Ala. 1940)

[illegible]

I respectfully beg to advise that if this bill for costs is not paid before _____ 19_____, it will be my unpleasant duty to issue execution for same.

JOHN E. MANDEVILLE, Clerk

July 25, 1974

MOBILE SECURITY FEDERAL
CREDIT UNION, a corp.

IN THE CIRCUIT COURT OF

PLAINTIFF

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:

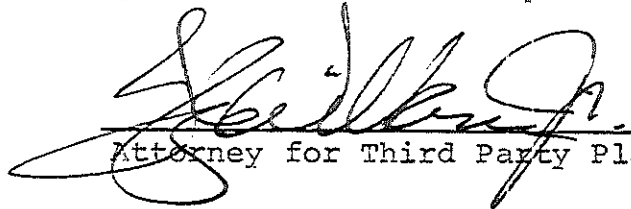
THIRD-PARTY COMPLAINT

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.

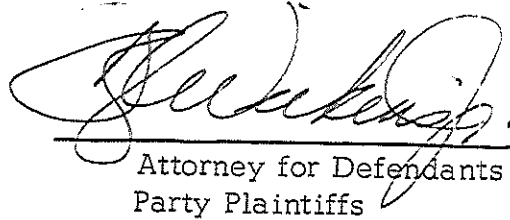

Attorney for Third Party Plaintiffs

Third-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

FILED

OCT 8 1974

EUNICE B. BLACKMON CIRCUIT
CLERK

CIRCUIT COURT, MOBILE COUNTY, ALABAMA

MOBILE SECURITY FEDERAL CREDITUNION, (A CORP.)No. 36701 Judge McRaeCLAYTON M. HADLEY and JAMES S.MINCHEW

650-0124

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 said Circuit Court made the following order in the above entitled case, viz.— November 5, 1971 - Defendant, Clayton M. Hadley's
Plea in Abatement sustained, cause transferred to the Circuit Court
of Baldwin County.

/s/ Ferrill D. McRae - Judge.Witness my hand this the 5th day of November 1971Copy to: C. H. Wyatt, Jr.
Taylor D. Wilkins, Jr.

Attest:

John E. Mandeville
JOHN E. MANDEVILLE, Clerk
Circuit 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

DEFENDANTS

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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

SUMMONS

MOORE Prtg. Co., Bay Minette

Mobile Security Federal Credit
Union, a corp.

Plaintiff

^{Vs.}
Clayton M. Hadley and James S.
Minchew,

^{Vs.}

Ray W. Pope Defendant

Circuit Court, Baldwin County, Alabama

Civil Action No. 10,115

To Any Sheriff or any person authorized by Rule 4 (a) (3) of the Alabama Rules of Civil Procedure to effect service in the State of Alabama:

You are hereby commanded to serve this summons and a copy of the complaint in this action upon defendant Ray W. Pope

Each defendant is required to serve a copy of a written answer to the complaint upon Taylor Wilkins, Jr. Defendants attorney of record for the ~~plaintiff~~ whose address is

P.O.Box 546, (Courthouse Square) Bay Minette, Al within thirty (30) days after service of this summons excluding the day of service of the summons and to file the original of said written answer with the Clerk of this Court at the time of service of the answer upon the attorney of record for the Plaintiff or within a reasonable time thereafter. If any defendant fails to do so, a judgment by default may be entered against that defendant for the relief complained of in the complaint.

Dated _____

Lynnie B. Blackman
Clerk of Court

11013
Civil Action No. 10,112

STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Mobile Security Federal Credit Union

Plaintiffs

vs.

Clayton M. Hadley and James S. Minchew

vs.

Ray W. Pope

Defendants

SUMMONS

Filed **FILED** 19.....

Clerk

OCT 8 1974

EUNICE B. BLACKMON CIRCUIT CLERK

RECEIVED

OCT 8 1974

Cole & Wilkins

SHERIFF Plaintiff's Attorney

Taylor D. Wilkins, Jr.

Defendant's Attorney

Defendant lives at
5250 Sybel Dr., Mobile, Al.
or Scott Paper Co., Mobile, Al.

Received In Office

19 74

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Ray W. Pope

RETURNED 10-2-74
Not found in my County after diligent search and inquiry.

HAY D. BRIDGES, Sheriff

By

D.S.

Sheriff

Deputy Sheriff

MOORE Prtg. Co., Bay Minette

SUMMONS**ALIAS THIRD PARTY COMPLAINT**

MOORE Prg. Co., Bay Minette

MOBILE SECURITY FEDERAL CREDIT UNION, A CORP.

Circuit Court, Baldwin County, Alabama

Plaintiff

Vs.

Civil Action No. 10,115

CLAYTON M. HADLEY AND JAMES S. MINCHEW

VS:

RAY W. POPE

December 19, 1974

Defendant

To Any Sheriff or any person authorized by Rule 4 (a) (3) of the Alabama Rules of Civil Procedure to effect service in the State of Alabama:

You are hereby commanded to serve this summons and a copy of the complaint in this action upon defendant Ray W. Pope

Each defendant is required to serve a copy of a written answer to the complaint upon John L. Cole, attorney of record for the plaintiff whose address is

1117 -14th St. South, Birmingham, Ala. 35205 within thirty (30) days after service of this summons excluding the day of service of the summons and to file the original of said written answer with the Clerk of this Court at the time of service of the answer upon the attorney of record for the Plaintiff or within a reasonable time thereafter. If any defendant fails to do so, a judgment by default may be entered against that defendant for the relief complained of in the complaint.

Dated December 19, 1974

Quince B. Blackmon
Clerk of Circuit Court

Summ
Civil Action No. 10,115 *11175*

STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

MOBILE SECURITY FEDERAL CREDIT UNION, A CORP.

Plaintiffs

vs
CLAYTON M. HADLEY & JAMES S. MINCHEW

RAY W. POPE

Defendants

St. 5, Box 78A
Mobile
SUMMONS

Filed December 19, 1974

Eunice B. Blackmon

Clerk

FILED

DEC 18 1974

EUNICE B. BLACKMON
CIRCUIT CLERK

John L. Cole

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Rt. 5, Box 78 A, Mobile, Ala.

36608

Received In Office

Dec. 19 1974

Hyler Wilkins Sheriff

I have executed this summons

this 19.....

by leaving a copy with

EXECUTED

This *30* day of *Dec.*, 1974
by serving a copy of the within on..

Ray W. Pope
RAY D. BRIDGES, Sheriff

By *C. H. ...* D.S.

Sheriff

Deputy Sheriff

MOBILE SECURITY FEDERAL)
CREDIT UNION, a corporation,

Plaintiff,

vs.

CLAYTON M. HADLEY and)
JAMES S. MINCHEW,

Defendants-Third)
Party Palintiffs,

vs.

RAY W. POPE,

Third Party)
Defendant.

IN THE CIRCUIT COURT OF)
BALDWIN COUNTY, ALABAMA)

CASE NO. 10,115)

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:

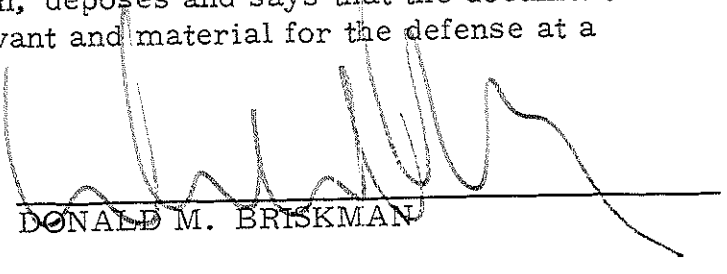
1. That Plaintiff, Mobile Security Federal Credit Union, produce and permit the Defendant to inspect and to copy each of the following documents:
 - a. A copy of the ledger card.
 - b. All notes, memorandum, documents presently in the file relative to the loan and note upon which the main action is based.


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 trial of this cause.


DONALD M. BRISKMAN


FILED

MAR 19 1975

EUNICE R. BLACKMON

Subscribed and sworn to before me this

the 17 day of March, 1975.


NOTARY PUBLIC, STATE AT LARGE

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

CERTIFICATE OF SERVICE
I do hereby certify that I have on this 17
day of March, 1975, 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, and
first class postage prepaid.

MOBILE SECURITY FEDERAL
CREDIT UNION, a Corporation

PLAINTIFF

VS

CLAYTON M. HADLEY &
JAMES S. MINCHEW

DEF ENDANTS

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

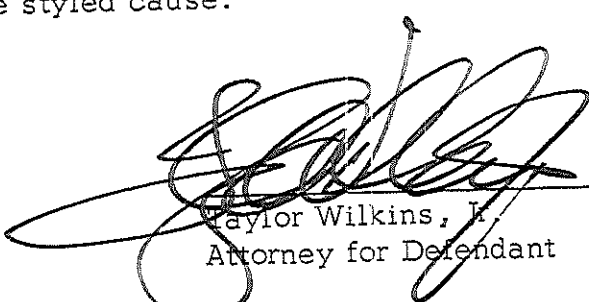
BALDWIN COUNTY, ALABAMA

AT LAW

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.


Taylor Wilkins, Jr.
Attorney for Defendant

Filed
11-9-71

Ernie B. Blackman
clerk

JOHN L. COLE
ATTORNEY AT LAW

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

JOHN L. COLE
DOUGLAS KEY

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 Credit Union

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:

Bay Minette, Ala.,

May 8

1922

To the Sheriff of

Mobile

County,

Mobile

Alabama

I enclose herewith

A L.C. for arrest on
R.C. Russell 1911 Gov't. St.
Mobile, Ala.

Please serve and return as early as possible.

Thanks,

Dale Wilkins

Sheriff, Baldwin County, Alabama

(If not found in your county, please advise promptly giving information as to present location if possible)