

January 19, 1972

STATE OF ALABAMA

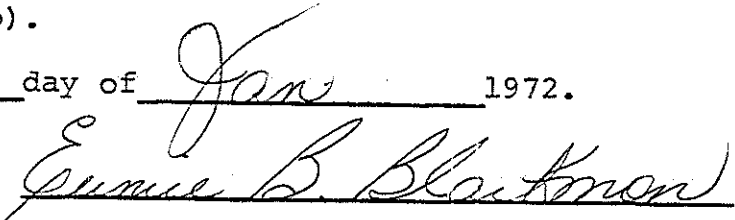
CIRCUIT COURT

BALDWIN COUNTY

CASE NO: _____

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Martha Sue McGill a/k/a Martha Sue Aplin to appear before the Circuit Court, to be held for said County, at the place of holding the same, within thirty days from service of this process, then and there to answer the complaint of Friendly Credit Union, (a corp).

Witness my hand this 21 day of Jan 1972.
Clerk

C O M P L A I N T

FRIENDLY CREDIT UNION, (A CORP)

VS:

MARTHA SUE MCGILL a/k/a
MARTHA SUE APLIN

PLAINTIFF

DEFENDANT

Plaintiff claims of the defendant the sum of \$1107.15 with interest thereon, due by promissory note made by the defendant on to-wit: the 12th day of December 1968 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 \$308.35 Dollars.

COUNT TWO

Plaintiff claims of the defendant 828.33 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 12th day of December 1968 in the face amount of \$989.09 Dollars and payable in monthly installments of \$40.00 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, January 31, 1970.

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

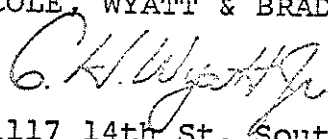
Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$308.35 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

Plaintiff claims of the defendant \$828.33 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 12th day of December 1968 in the face amount of \$989.09 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, 31st day of January 1970 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 31st day of December 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 \$308.35 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COLE, WYATT & BRADSHAW, ATTORNEYS


1117 14th St. South
Birmingham, Alabama
933-2100

Plaintiff's address
Mobile, Alabama

Defendant's address
200 2nd St.
Bay Minette, Alabama

FILED

JAN 21 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

on Martha Sue McGill
a/k/a

By service on TAYLOR, EUNICE B.
9

BY W. A. Colbert
DEPUTY SHERIFF

Returned 24 day of Jan 1972
Not found in my county for diligent search and this
quity.

Returned 9
Not found in my county for diligent search and this
quity.

W. A. Colbert
Deputy Sheriff

Colbert, W. A.
Deputy Sheriff

#10,206

Friendly Credit Union

vs:

Martha Sue McGill
A/K/A Martha Sue
Applin
200

FILED

JAN 21 1972

EUNICE B. BLACKMON
CIRCUIT CLERK

200 - 2nd St.
Bay Minette
35359

JAN 21 1972

TAYLOR, EUNICE B.
SHERIFF

FEB 16 1972

FEB 8 1972

TAYLOR, EUNICE B.
SHERIFF

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

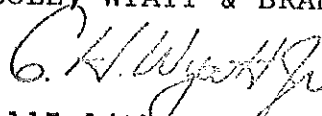
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933-2100

Plaintiff's address
Mobile, Alabama

Defendant's address
200 2nd St.
Bay Minette, Alabama

FILED

JAN 21 1972

FRIENDLY CREDIT UNION,
a corporation,

Plaintiff,

VS.

MARTHA SUE MCGILL, a/k/a
Martha Sue Aplin,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

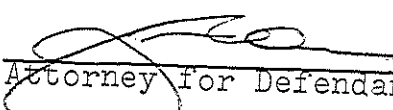
AT LAW

10.206

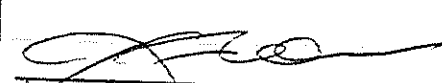
PLEA

Now comes the defendant in the above styled cause and for plea to the complaint heretofore filed in said cause and to each count thereof, separately and severally, and says, separately and severally:

1. The allegations of said count are untrue.


Attorney for Defendant

Defendant demands a trial by jury
of said cause.


Attorney for Defendant

FILED

MAR 15 1972

EUNICE B. BLACKMON CIRCUIT
CLERK