

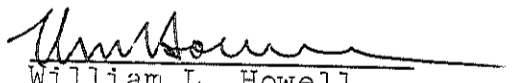
|                                 |   |                         |
|---------------------------------|---|-------------------------|
| FIRST NATIONAL BANK OF MOBILE   | ] | IN THE CIRCUIT COURT OF |
| a National Banking Corporation, | ] | BALDWIN COUNTY, ALABAMA |
| Plaintiff                       | ] |                         |
| VS                              | ] | AT LAW                  |
| LOIS PHILLIPS, a/k/a LOIS E.    | ] |                         |
| PHILLIPS,                       | ] |                         |
| Defendant                       | ] | CASE NO. 10,218         |

COUNT ONE

Plaintiff claims of the defendant, TWO HUNDRED TEN and 62/100 (\$210.62) DOLLARS DAMAGES, for the breach of a written agreement entered into by her on, to-wit, December 13, 1968, a true, correct and complete copy of said written agreement is attached hereto, marked "Plaintiff's Exhibit A", and incorporated herein by reference as though expressly set out herein in full. And the plaintiff avers that, although it has complied with all its provisions on its part, that the defendant has failed and refused and still fails and refuses to pay to the Plaintiff, the aforesaid sum claimed, or any part thereof in accordance with paragraph two (2) of said agreement. Plaintiff claims a reasonable attorney's fee as provided under the terms of said agreement, and plaintiff claims interest in the aforesaid sum.

COUNT TWO

Plaintiff claims of the defendant, TWO HUNDRED TEN and 62/100 (\$210.62) DOLLARS, due from her by account on December 13, 1968, which sum of money with the interest thereon, is still unpaid. This suit is filed on an itemized, verified statement of account, which will be offered in evidence at trial.

  
 William L. Howell,  
 Attorney for Plaintiff

Serve the defendant at:

Place of employment:

Chason, Stone, Chason, Attorneys  
 Bay Minette, Alabama

FILED

FEB 2 1972

EUNICE B. BLACKMON CIRCUIT CLERK

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County  
No. 10,218

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Lois Phillips, a/k/a Lois E. Phillips

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint  
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

Lois Phillips, a/k/a Lois E. Phillips ..... Defendant.....

by First National Bank of Mobile A National Banking Corporation

..... Plaintiff.....

Witness my hand this..... 2nd ..... day of..... Feb. .... 19..... 72

*Eunice B. Blackmon* Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

FIRST NATIONAL BANK OF MOBILE A

NATIONAL BANKING CORPORATION

Plaintiffs

vs.

LOIS PHILLIPS, a/k/a LOIS E. PHILLIPS

Defendants

SUMMONS AND COMPLAINT

Filed Feb. 2 1972

Eunice B. Blackmon Clerk

FEB 2 1972

JAYLOR WILKINS SHERIFF

William L. Howell

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

February 2 1972

Taylor Wilkins Sheriff

I have executed this summons

this Feb 2 1972

by leaving a copy with

Lois Phillips a/k/a

Sheriff claims

Ten Cents per mile Total \$

TAYLOR WILKINS, Sheriff

BY Deputy Sheriff

Taylor Wilkins Sheriff

W.C. Zeller Deputy Sheriff

Lastie E. Phillips  
Lois Phillips  
P.O. Box 335  
BAY MINETTE, ALA 36507

Plaintiff's name

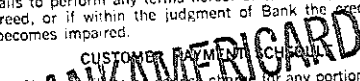
Age 25 Draft Status 4A  
 Social Security Number 401111111  
 Long 1 Yes 1  
 Home Phone 937-6157  
 City Hoxley How Long wife Yes 1  
 Monthly Income \$800.00  
 How Long 4 1/2 yrs.  
 How Long 1:37-2191 Yes 1  
 How Long 2 mos.  
 City Hoxley, Ala.  
 Checking   
 Savings  Loan

Spouse's First Name Lois  
 Social Security Number 47-11111  
 Home Phone 937-6157  
 How Long wife Yes 1  
 Monthly Income \$800.00  
 How Long 4 1/2 yrs.  
 How Long 1:37-2191 Yes 1  
 How Long 2 mos.  
 City Hoxley, Ala.  
 Checking   
 Savings  Loan

(12) Type 1357 0465  
 (18) No. 1003  
 (13-14) C. Lo3  
 (15-17) Area  
 Date 12/15/68  
 Approved by utk  
 1 2 3 4 5 6 7 8 9 0

CUSTOMER AGREEMENT

Use of the BankAmericard by, or with the consent of, the holder constitutes agreement as follows: Holder agrees (1) to assume responsibility to First National Bank of Mobile or its assignee for credit extended on the basis of the BankAmericard; (2) to pay, at such place as Bank designates, obligations evidencing such credit, and service charges where applicable, in accordance with billings; and the current Customer Payment Schedule, including a reasonable attorney's fee in the event of suit or action; (3) to notify Bank promptly in writing of loss of the BankAmericard; (4) that the BankAmericard may be cancelled by Bank at any time; (5) to surrender the BankAmericard upon demand; (6) to waive and release Bank from all defense, rights and claims holder may have against any merchant or company honoring the BankAmericard; (7) any claim of Bank against holder shall at Bank's option become immediately due and payable if holder fails to perform any terms hereof or to make payments as otherwise agreed, or if within the judgment of Bank the credit standing of holder becomes impaired.



I understand that I am liable for any portion of my account paid with the BankAmericard, and I agree to pay the minimum fee for each cash advance.

I agree that whenever I wish to extend payment, I will pay a service charge of 1 1/2% on the previous month's balance (less all appropriate credits) and make monthly payments in accordance with the following minimum payment chart:

| If new balance is:  | Minimum payment   |
|---------------------|-------------------|
| \$10 to \$200 ..... | \$10              |
| over \$200 .....    | 5% of New Balance |

Occupation Electrician, Chief 1-64 1950  
~~U.S. Army Chason, Stone & Chasen~~  
 Employed by Barclays National Bank, Bay Minette, Ala.  
 Address Mrs. Bertha Funk 964-5416-9  
 City Hoxley, Ala.  
 Branch 937-6381

Credit References: I have (or have had) Accounts at:  
First National Bank, Bay Minette  
Grayfer's, Mobile  
Barclays National Bank, Robertsdale  
Consumer Finance, 1966  
SEARS Roebuck & Co.  
BENEFICIAL Finance Co, MOBILE

Others Whom I Authorize to Charge in My Name:  
Mrs. Lois Phillips  
 Relationship Wife  
 I have read and agree to all the terms and conditions of the agreement.  
 Signature Lois E. Phillips Signature Mrs. Lois E. Phillips

LOIS Phillips  
 P. O. Box 335  
 Bay Minette, Alabama 36507  
 Employed by: Chason, Stone & Chasen

Balance \$ 210.62

DEC 1 2 1968



P. O. DRAWER 1468

MOBILE, ALABAMA 36601

432-5671

LOIS PHILLIPS

601 070 019 620

October 21, 1971  
3.11 Service Charge  
210.62 Balance

September 21, 1971  
3.07 Service Charge  
207.51 Balance

August 20, 1971  
3.02 Service Charge  
204.44 Balance

July 21, 1971  
2.98 Service Charge  
201.42 Balance

June 21, 1971  
2.93 Service Charge  
198.44 Balance

May 21, 1971  
2.89 Service Charge  
195.51 Balance

April 21, 1971  
3.29 Service Charge  
30.00 Payment  
192.62 Balance

March 22, 1971  
3.24 Service Charge  
219.33 Balance

February 22, 1971  
3.36 Service Charge  
11.00 Payment  
216.09 Balance

January 21, 1971  
3.31 Service Charge  
223.73 Balance

December 21, 1970  
3.58 Service Charge  
22.00 Payment  
220.42 Balance

November 20, 1970  
3.53 Service Charge  
238.84 Balance

October 21, 1970  
3.83 Service Charge  
24.00 Payment  
235.31 Balance

September 21, 1970  
3.78 Service Charge  
255.48 Balance

August 21, 1970  
3.90 Service Charge  
12.00 Payment  
251.70 Balance

July 21, 1970  
4.03 Service Charge  
13.00 Payment  
259.80 Balance

June 22, 1970  
4.16 Service Charge  
13.00 Payment  
268.77 Balance

May 21, 1970  
4.31 Service Charge  
14.00 Payment  
277.61 Balance

April 21, 1970  
5.30 Service Charge  
98.11 Payment  
287.30 Balance

LOIS PHILLIPS

601 070 019 620

March 20, 1970  
5.19 Service Charge  
6.40 Purchases  
380.11 Balance

February 20, 1970  
4.28 Service Charge  
10.00 Payment  
188.74 Purchases  
368.52 Balance

January 21, 1970  
26.31 Payment  
185.50 Purchases  
185.50 Balance

December 22, 1969  
.54 Service Charge  
10.00 Payment  
26.31 Purchases

November 21, 1969  
1.12 Service Charge  
40.00 Payment  
35.77 Balance

October 21, 1969  
1.10 Service Charge  
74.65 Balance

September 22, 1969  
1.09 Service Charge  
10.00 Payment  
73.55 Balance

August 21, 1969  
1.22 Service Charge  
10.00 Payment  
82.46 Balance

July 21, 1969  
1.35 Service Charge  
10.00 Payment  
91.24 Balance

June 20, 1969  
1.47 Service Charge  
.73 Purchases  
10.00 Payment  
99.89 Balance

May 21, 1969  
.61 Service  
10.00 Payment  
66.25 Purchases  
107.69 Balance

April 21, 1969  
32.85 Payment  
50.83 Purchases  
50.83 Balance

March 21, 1969  
32.85 Purchases  
32.85 Balance

STATE OF ALABAMA  
COUNTY OF MOBILE:

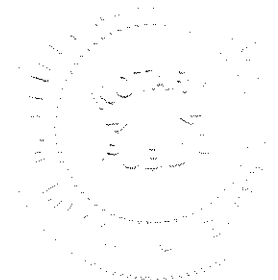
I hereby certify that the above account is just and correct and that all proper credits have been given and that the balance as indicated above is due and payable.

x J. F. Bandy  
Affiant

Sworn and subscribed to before me this 28 day of January 1972.

Magline D. Primm  
Notary Public

My Commission expires: My Commission Expires Jan. 23, 1975



FIRST NATIONAL BANK OF MOBILE  
a National Banking Corporation,

Plaintiff,

Vs.

LOIS PHILLIPS, a/k/a LOIS E.  
PHILLIPS,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10,218

DEMURRER

Comes now the Defendant in the above styled cause, by and through her Attorney of Record, and demurs to the Complaint heretofore filed against her, and to each and every count thereof, separately and severally, and assigns the following separate and several grounds:

1. For aught that appears there is no written agreement or copy thereof attached to the Bill of Complaint.

2. For aught that appears the alledged verified account sued on is incorrect in that it does not commence with a zero balance.

3. For that the account sued on pre-dates the first entry of the purported verified itemized account.

4. For that the allegations of the said Complaint and <sup>the</sup> ~~grounds~~ <sup>COUNTS</sup> therefor are vague, indefinite and uncertain.

5. For that the allegations contained in the Complaint and the <sup>the</sup> ~~grounds~~ <sup>COUNTS</sup> thereof are mere conclusions of the pleader.

Respectfully submitted,

*E. E. Ball*

E. E. Ball,  
Attorney for the Defendant

FILED

MAR 1 1972

EUNICE B. BLACKMON CIRCUIT CLERK

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the above and foregoing pleading upon counsel for the opposing party by mailing a copy thereof to him, postage prepaid and properly addressed to his office in MOBILE, Alabama.

This 1 day of MARCH 19 72

*E. E. Ball*





WILLIAM L. HOWELL  
*Attorney at Law*

10,218

SUITE 2204  
FIRST NATIONAL BANK BLDG.  
MOBILE, ALABAMA 36602

January 28, 1972

TELEPHONE  
AREA CODE 205  
438-2516

Clerk of Circuit Court  
Baldwin County Court House  
Bay Minette, Alabama

Re: First National Bank of Mobile, a National Banking Corporation  
vs Lois Phillips, a/k/a Lois E. Phillips

Dear Sir:

Please advise the case number and date of service when  
served, in the above styled matter.

Thanking you for your attention in this matter, and with  
warmest regards, I am,

Very truly yours,

  
William L. Howell

WLH:mp

Encl

FILED  
FEB 2 1972  
EUNICE B. BLACKMON CIRCUIT  
CLERK