

546-0005

March 28, 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 William L. Willis to be and appear before the Circuit Court, to be held for said County, at the place of holding the same, within 30 days from service of this process, then and there to answer the complaint of Stauffer LeMoyne Federal Credit Union, (a corp)

Witness my hand this 29 day of March 1972.

Ernie B. Blackman  
Clerk

C O M P L A I N T

#10,320

STAUFFER LEMOYNE FEDERAL  
CREDIT UNION, (A CORP)

VS:

WILLIAM L. WILLIS

PLAINTIFF

DEFENDANT

Plaintiff claims of the defendant the sum of \$283.97 with interest thereon, due by promissory note made by the defendant on to-wit: the 4th day of June 1970 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 \$79.17 Dollars.

COUNT TWO

Plaintiff claims of the defendant 239.91 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 4th day of June 1970 in the face amount of \$300.00 Dollars and payable in monthly installments of \$26.66 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, September 30, 1970.

Plaintiff avers that by the terms of said note, the defendant waived exemption rights as to personal property secured to Stauffer LeMoyne Federal 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 \$79.17 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

Plaintiff claims of the defendant \$239.91 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 4th day of June 1970 in the face amount of \$300.00 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, 30th day of September 1970 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 30th day of August 1970 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 \$79.17 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COLE WYATT & BRADSHAW, ATTORNEYS

*C. H. Wyatt*  
1117 14th St. South  
Birmingham, Alabama  
933-2100

Plaintiff's address  
Axis, Alabama

Defendant's address  
General Delivery  
Robertsdale, Alabama

**FILED**

MAR 29 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

Received 27 day of March 1972  
and on 7 day of April 1972  
I served a copy of this on  
on Wm. L. Willis  
by virtue of

Sherriff claims 50 miles at  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff

By J. F. Hall, D.C.

50 mi R.  
R. Dale

#10,320

STAUFFER LEMOYNE FEDERAL  
CREDIT UNION, (A CORP)

VS:

WILLIAM L. WILLIS

R Dale

FILED

MAR 29 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

MAR 29 1972

SHERRIFF

Cole, Wyatt & Bradshaw  
Attorneys for Plaintiff  
1117 14th St. South  
Birmingham, Ala.