

March 28, 1972

STATE OF ALABAMA

CIRCUIT COURT

BALDWIN COUNTY

CASE NO: 10,327

TO THE SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Buford M. Conway 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 Scott Southern Division Employees Credit Union, (a corp).

Witness my hand this 30 day of March 1972.

Ernie B. Blackmon

Clerk

## C O M P L A I N T

SCOTT SOUTHERN DIVISION  
EMPLOYEES CREDIT UNION, (A CORP)

VS: BUFORD M. CONWAY

PLAINTIFF

DEFENDANT

Plaintiff claims of the defendant the sum of \$306.35 with interest thereon, due by promissory note made by the defendant on to-wit: the 23rd day of June 1971 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 \$99.45 Dollars.

COUNT TWO

Plaintiff claims of the defendant 289.65 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 23rd day of June 1971 in the face amount of \$300.80 Dollars and payable in monthly installments of \$9.99 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, November 29, 1971.

Plaintiff avers that by the terms of said note, the defendant waived exemption rights as to personal property secured to Scott Southern Division Employees 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 \$99.45 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

Plaintiff claims of the defendant \$289.65 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 23rd day of June 1971 in the face amount of \$300.80 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, 29th day of November 1971 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 29th day of October 1971 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 \$99.45 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COLE, WYATT & BRADSHAW, ATTORNEYS

*C. K. Wyatt Jr.*

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

Plaintiff's address  
Mobile, Alabama

Defendant's address  
213 Magnolia  
Bay Minette, Alabama

**FILED**

MAR 30 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

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Plaintiff's address  
Mobile, Alabama

Defendant's address  
213 Magnolia  
Bay Minette, Alabama

**FILED**

MAR 30 1972

EUNICE B. BLACKMON CIRCUIT  
CLERK

10,327

Scott Southern  
Division Employees  
Credit Union

vs.

Buzord M. Conway

MAR 30 1972

JAYLOR WILKINS  
SHERIFF

FILED

MAR 30 1972

EUNICE B. BLACKMON  
CIRCUIT CLERK

APR 10 1972

JAYLOR WILKINS  
SHERIFF

Cole, Wyatt + Bradshaw

10 April 72

Sheriff claims \_\_\_\_\_ miles at

Ten Cents per mile Total \$

JAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Returned 31 day of March 1972

Not found in my county after diligent search and in-

quiry.

Jaylor Wilkins, Sheriff

W. A. Talbert, Deputy Sheriff

COLE, WYATT & BRADSHAW  
ATTORNEYS AT LAW  
UNIVERSITY CREDIT UNION BUILDING  
1117 - 14TH STREET, SOUTH  
BIRMINGHAM, ALABAMA 35205  
TELEPHONE 933-2100

April 6, 1972

JOHN L. COLE  
CHARLES H. WYATT, JR.  
CHARLES T. BRADSHAW

Clerk, Circuit Court  
Baldwin County  
Courthouse  
Bay Minette, Alabama

RE: Scott Southern Division Employees Credit Union  
(a corp)  
VS: Buford M. Conway  
CASE NO: 10327

Dear Ms. Blackmon:

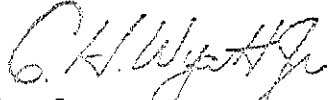
Please issue an alias on the defendant in the above styled case.

Show the defendant living at:

213 Magnolia  
Bay Minette, Alabama

SINCERELY,

COLE, WYATT & BRADSHAW, ATTORNEYS

  
Charles H. Wyatt, Jr.

CHW, JR/sp