

LUCILE H. McCUE,)
Plaintiff,)
vs.)
CLARENCE W. O'CONNOR and)
RUTH E. O'CONNOR,)
Defendants.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE

Plaintiff claims of the Defendants the sum of NINE THOUSAND TWO HUNDRED EIGHTY-FOUR AND 35/100 (\$9,284.35) DOLLARS due by promissory note made by JOSEPH DANIEL MORRIS and CLAUDINE MORRIS, and assumed by the Defendants on the 15th day of August, 1968, and payable in monthly installments of TWO HUNDRED (\$200.00) DOLLARS per month.

That in and by the terms of said note, the Defendants agreed that in the event of a default of any one installment, that the entire principal sum at the option of the holder, should become due and payable, and the Plaintiff now demands the entire principal balance plus accrued interest.

That in and by the terms of said note, the Defendants agreed that in the event of a default that the Defendants would pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendants waived all rights of exemption under the Constitution and laws of the State of Alabama, and Plaintiff now claims the benefit of said waiver.


ATTORNEY FOR PLAINTIFF

FILED

APR 21 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. 10,359

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon CLARENCE W. O'CONNOR and RUTH E. O'CONNOR

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.....

CLARENCE W. O'CONNOR and RUTH E. O'CONNOR Defendant.....

by LUCILE H. McCUE

Plaintiff.....

Witness my hand this 21 day of April 19 22

Gennie B. Blackmon Clerk

45-3-72

No. 10,359

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

LUCILE H. McCUE

Plaintiffs

vs.

CLARENCE W. O'CONNOR and RUTH E.

O'CONNOR

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

Clerk

APR 21 1972

EUNICE B. BLACKMON

CIRCUIT
CLERK

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

DEFENDANT LIVES AT
Shamrock Laundry and Cleaners
420 McKenzie Avenue
Foley, Alabama

Received In Office

APR 21 1972 19.....

TAYLOR WALKINS Sheriff

I have executed this summons

this 3rd May 1972

by leaving a copy with

Clarence W. O'Connor
Ruth E. O'Connor

DEPUTY SHERIFF
BY
TAYLOR WALKINS, Sheriff
APR 21 1972

Taylor Walkins Sheriff

Deputy Sheriff

LUCILE M. McCUE,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA,
)	
vs.	)	AT LAW
)	
CLARENCE W. O'CONNOR and)	
RUTH E. O'CONNOR,)	
)	
Defendants.	)	CASE NO. 10,359

DEMURRER

Comes now the Defendants, Claude W. O'Connor and Ruth E. O'Connor by and through their attorney and demurs to the complaint heretofore filed in this cause and for grounds of said demurrer, sets down and assigns the following, separately and severally:

1. For that the complaint fails to state that the plaintiff is the holder, payee or creditor of the promissory note described in the complaint.
2. For that the complaint fails to state a cause of action against the defendants.
3. For aught that appears, the defendants have no contractual relationship with the plaintiff.
4. For that there is a non-joinder of necessary parties defendant, namely, Joseph Daniel Morris and Claudine Morris.
5. For that the complaint fails to state what right or interest the plaintiff has in the promissory note described in the complaint.

CHASON & UNDERWOOD
Attorneys for Defendants

By Thomas W. Underwood, Jr.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 29th day of MAY, 1972, 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.

Thomas W. Underwood, Jr.

FILED

MAY 25 1972

LUNICE B. BLACKMON CIRCUIT CLERK

LUCILE H. McCUE,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	AT LAW
)	
CLARENCE W. O'CONNOR and)	
RUTH E. O'CONNOR,	)	CASE NO. 10,359
Defendants.)	
)	

AMENDED COMPLAINT

COUNT TWO

Plaintiff claims of the defendants the sum of NINE THOUSAND TWO HUNDRED EIGHTY-FOUR AND 35/100 (\$9,284.35) DOLLARS due by promissory note made by JOSEPH DANIEL MORRIS and CLAUDINE MORRIS on to-wit, June 20, 1966 and assumed by the defendants on, to-wit, the 15th day of August, 1968, and payable in monthly installments of TWO HUNDRED (\$200.00) DOLLARS per month.

That in and by the terms of said note, the defendants agreed that in the event of a default of any one installment, that the entire principal sum at the option of the holder, should become due and payable, and the plaintiff now demands the entire principal balance plus accrued interest.

That in and by the terms of said note, the defendants agreed that in the event of a default that the defendants would pay all costs of collection, including a reasonable attorney's fee, and the plaintiff now claims the further and additional sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS as a reasonable attorney's fee.

That in and by the terms of said note, the defendants waived all rights of exemption under the Constitution and laws of the State of Alabama, and plaintiff now claims the benefit of said waiver.

BY: _____

PETER V. SINTZ

BY: _____

JOHN V. DUCK

FILED

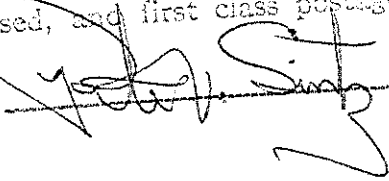
NOV 29 1972

EUNICE B. BLACKMON CIRCUIT CLERK

BROWN, HUDGENS, FULFORD,
SINTZ AND RICHARDSON
210 Van Antwerp Building
Mobile, Alabama 36602

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 29th
day of NOV, 1972, served a copy of the
forgoing pleading on counsel for all parties to this
proceeding by mailing the same by United States mail,
properly addressed, and first class postage prepaid.


John H. Sintz

FILED

NOV 29 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

LUCILE M. McCUE,	)	IN THE CIRCUIT COURT OF
)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA,
)	
vs.	)	AT LAW
)	
CLARENCE W. O'CONNOR and)	
RUTH E. O'CONNOR,)	
)	
Defendants.	)	CASE NO. 10,359

DEMURRER

Comes now the Defendants, Claude W. O'Connor and Ruth E. O'Connor by and through their attorney and demurs to the amended complaint heretofore filed in this cause and for grounds of said demurrer, sets down and assigns the following, separately and severally:

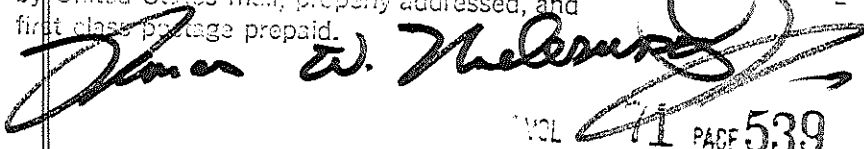
1. For that the complaint fails to state that the plaintiff is the holder, payee or creditor of the promissory note described in the complaint.
2. For that the complaint fails to state a cause of action against the defendants.
3. For aught that appears, the defendants have no contractual relationship with the plaintiff.
4. For that there is a non-joinder of necessary parties defendant, namely, Joseph Daniel Morris and Claudine Morris.
5. For that the complaint fails to state what right or interest the plaintiff has in the promissory note described in the complaint.
6. That the complaint fails to state that the defendants are in default on the promissory note which is the subject of this suit, and the complaint is vague and indefinite.

CHASON & UNDERWOOD
Attorneys for Defendants

By 

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 29th day of DEC., 1972, 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.



FILED

DEC 29 1972

EUNICE B. BLACKMON CIRCUIT CLERK

LUCILE H. McCUE,

Plaintiff,

-vs-

CLARENCE W. O'CONNOR and
RUTH E. O'CONNOR,

Defendants.

*

*

*

*

*

*

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW 10,359

COUNT ONE

Plaintiff claims of the Defendants the sum of NINE THOUSAND TWO HUNDRED EIGHTY-FOUR AND 35/100 (\$9,284.35) DOLLARS due by promissory note made by JOSEPH DANIEL MORRIS and CLAUDINE MORRIS on, to-wit, June 20, 1966 and assumed by the Defendants on, to-wit, the 15th day of August, 1968, and payable in monthly installments of TWO HUNDRED (\$200.00) DOLLARS per month.

That in and by the terms of said note, the Defendants agreed that in the event of a default of any one installment, that the entire principal sum at the option of the holder, should become due and payable, and the Plaintiff now demands the entire principal balance plus accrued interest. Plaintiff avers that said note is in default and currently due and payable.

That in and by the terms of said note, the Defendants agreed that in the event of a default that the Defendants would pay all costs of collection, including a reasonable attorney's fee, and the Plaintiff now claims the further and additional sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS as a reasonable attorney's fee.

That in and by the terms of said note, the Defendants waived all rights of exemption under the Constitution and laws of the State of Alabama, and Plaintiff now claims the benefit of said waiver.

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 3rd day of Dec 1973 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing same by United States mail, properly addressed, and first class postage prepaid.

SINTZ, PIKE & CAMPBELL

BY:

PETER V. SINTZ
Attorney for Plaintiff

JOHN V. DUCK
Attorney for Plaintiff

FILED

DEC 4 1973

EUNICE B. BLACKMON CIRCUIT CLERK

LUCILE H. McCUE,	*	
Plaintiff,	*	IN THE CIRCUIT COURT OF
-vs-	*	BALDWIN COUNTY, ALABAMA
CLARENCE W. O'CONNOR, et al,	*	AT LAW
Defendants.	*	

REQUEST FOR ADMISSIONS


Comes now the Plaintiff pursuant to Rule 36, the Alabama Rules of Civil Procedure and requests that the Defendant, Clarence O'Connor, admit the following facts:

1. That you signed the assignment of contract of sale agreeing to pay the balance owed on the promissory note owed by Joseph and Claudine Morris to Shamrock Laundry and Cleaners, Inc.
2. That said note is in default by you.
3. That said note is in default to the extent of NINE THOUSAND TWO HUNDRED EIGHTY-FOUR AND 35/100 (\$9,284.35) DOLLARS.

SINTZ, PIKE & CAMPBELL

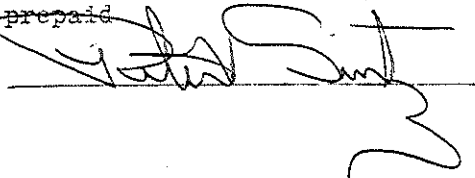
BY: 

PETER V. SINTZ
Attorney for Plaintiff


JOHN V. DUCK
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 3rd day of Dec. 19 73 served a copy of the foregoing pleading on counsel for all parties to this proceeding by mailing same by United States mail, properly addressed, and first class postage prepaid.



FILED

DEC 4 1973

EUNICE B. BLACKMON CIRCUIT CLERK

JOHN V. DUCK
RON E. KOPESKY
Attorneys at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA 36532
928-2191

M E S S A G E

R E P L Y

TO

Mrs. Eunice Blackmon
P.O. Box 239
Bay Minette, Al.
11-25-75

DATE

DATE

Dear Mrs. Blackmon:
Sheriff's office
is still hounding
me for these costs
paid 7-19-74. Can
you see what the
problem is?
Thanks.

SIGNED

J. V. Duck

SIGNED

RECEIPT

THE STATE OF ALABAMA, BALDWIN COUNTY
CIVIL DIVISION, CIRCUIT COURT

Nº 11342

Case No. 10,359

Date 2-19

197 7

RECEIVED OF Chas. & Underscored (McCracken & Williams)

the sum of Forty - Two & 1/2

Trial Tax \$

\$

\$

\$

\$

\$

\$

\$

Sam B. Baldwin

As Circuit Clerk, Baldwin County, Ala.

Total \$ 42.50

By W.D.

The Baldwin Times, Pay Master, Ala.

THOMAS H. BENTON

SHERIFF

BALDWIN COUNTY

BAY MINETTE, ALABAMA
36507

Quoted from Mr. Byrd SEPTEMBER 16, 1975

CHASON & UNDERWOOD
ATTYS. AT LAW
FOLEY, ALABAMA 36535

RE: LUCILE H. MCCUE vs. CLARENCE W. O'CONNOR
CASE No. 10.359 COURT: CIVIL

Dear Sir:

In reference to the above styled case, I have been informed that this Judgment has been settled between the parties. As of this date the Judgment has not been noted as paid or the cost of court been paid by you.

If the aforestated facts are true I would appreciate you marking the Judgment as paid and pay the court cost to the Circuit Clerk.

Respectfully,

Tom Byrd
THOMAS M. BYRD
ASST. CHIEF DEPUTY

TMB/fh

*See ch 12 2632 Motion is being back on
July 15 1976 in and 2 40.00 for costs is above
case.*

*Also state from John I. Smith that the
Receipt of Clerk for costs. He would
like see judgment*

*Please contact the Clerk regarding
the above matter*

JOHN V. DUCK
ATTORNEY AT LAW
P. O. BOX Y
FAIRHOPE, ALABAMA 36532

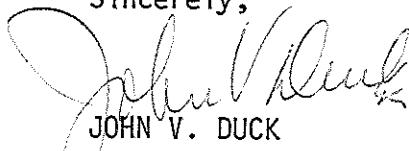
February 22, 1974

Mrs. Eunice Blackmon
P.O. 239
Bay Minette, Ala. 36507

Dear Mrs. Blackmon:

With reference to Case No. 10,359 McCue vs. O'Connor, since we agreed with Mr. Tom Underwood, Jr. that we would withhold execution of this Judgment for seven months (from Dec. 10, 1973), please send us a cost bill on this one.

Sincerely,


JOHN V. DUCK
JVD:pjk

FILED

FEB 25 1974

EUNICE B. BLACKMON
CIRCUIT
CLERK

CHASON & UNDERWOOD

Attorneys at Law

CECIL G. CHASON
THOMAS W. UNDERWOOD, JR.

P. O. DRAWER 458
216 W. LAUREL AVENUE
FOLEY, ALABAMA 36535
PHONE 205/943-3171

December 7, 1972

Hon. Telfair J. Mashburn
Judge of the Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama 36507


Re: Lucile H. McCue, Plaintiff,
vs. Clarence W. O'Connor and
Ruth E. O'Connor, Defendants,
Case No. 10,359

Dear Judge:

I filed a demurrer to the original complaint in the above styled cause, which John Duck admitted as having proper grounds, and on December 1, 1972, I received service by registered mail of the amended complaint.

It is going to be necessary for me to join Joseph Daniel Morris as a third party defendant in this case, and I cannot have this matter at issue by December 12th. I will file pleadings immediately.

Yours very truly,


Thomas W. Underwood, Jr.

TWU, Jr./vd

cc: Eunice Blackmon
John Duck

C
O
P
Y

100-12-100

JOHN V. DUCK
RON E. KOPESKY
ATTORNEYS AT LAW
P. O. BOX Y
FAIRHOPE, ALABAMA 36532
December 1, 1975

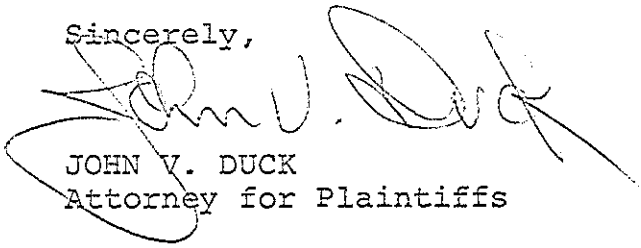
Mrs. Eunice Blackmon
P.O. Box 239
Bay Minette, Ala. 36507

Dear Mrs. Blackmon:

Please be advised that the Judgment has been satisfied in Case No. 10,359 and Judgment has been released. I am sorry for the confusion on this case. Please cancel execution.

Also, please find attached our check for the costs in Case No. 11,803, since this Judgment has been settled in full. Please dismiss anything you have out against these Defendants in this case.

Sincerely,



JOHN V. DUCK
Attorney for Plaintiffs

JOHN V. DUCK
Attorney at Law
P. O. DRAWER Y - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Eunice B. Blackmon

Bay Minette, Ala.

DATE April 18, 1972

Re: Lucile H. McCue vs. Clarence W. O'Connor and
Ruth E. O'Connor

Dear Mrs. Blackmon:

Enclosed please find Bill of Complaint to be filed
together with two copies of same and summons to
be served.

Sincerely,

John V. Duck
(JH)

SIGNED

DATE

10,359

SIGNED