

646-0004

May 18, 1972

STATE OF ALABAMA

CIRCUIT COURT

BALDWIN COUNTY

CASE NO: 10,419

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Thomas T. Tunstall 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 Azalea City Federal Credit Union, (a corp).

Witness my hand this 22 day of May 1972.

Ernie B. Blackma
Clerk

C O M P L A I N T

AZALEA CITY FEDERAL CREDIT
UNION, (A CORP)

VS:

THOMAS T. TUNSTALL

PLAINTIFF

DEFENDANT

Plaintiff claims of the defendant the sum of \$556.14 with interest thereon, due by promissory note made by the defendant on to-wit: the 12th day of August 1967 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 \$150.13 Dollars.

COUNT TWO

Plaintiff claims of the defendant 600.52 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 12th day of August 1967 in the face amount of \$750.00 Dollars and payable in monthly installments of \$31.25 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, July 6, 1968.

Plaintiff avers that by the terms of said note, the defendant waived exemption rights as to personal property secured to Azalea City 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 \$150.13 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

Plaintiff claims of the defendant \$600.52 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 12th day of August 1967 in the face amount of \$750.00 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, 6th day of July 1968 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 6th day of June 1968 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 \$150.13 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COLE, WYATT & BRADSHAW, ATTORNEYS

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

Plaintiff's address
Mobile, Alabama

Defendant's address=
605 Hand Ave.
Bay Minette, Alabama

FILED

MAY 22 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

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

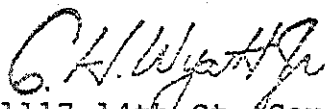
Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$150.13 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

Plaintiff claims of the defendant \$600.52 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 12th day of August 1967 in the face amount of \$750.00 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, 6th day of July 1968 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 6th day of June 1968 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 \$150.13 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=
605 Hand Ave.
Bay Minette, Alabama

FILED

MAY 22 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

83 # 10,419
Azalea City Federal
Credit Union, a corp.

vs:

Thomas T. Sunstall

FILED

MAY 22 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

MAY 22 1972

TAYLOR WILKINS

Cole, Wyatt & Bradshaw

Received 12 day of May 1972
and on 13 day of May 1972
I served a copy of the within et al
on Thomas T. Sunstall

By service on _____

TAYLOR WILKINS, Sheriff
By W. C. Seale

Sheriff claims _____ miles at

Ten Cents per mile Total \$ _____

TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

646-0004

May 18, 1972

STATE OF ALABAMA

CIRCUIT COURT

BALDWIN COUNTY

CASE NO: 10,419

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Thomas T. Tunstall 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 Azalea City Federal Credit Union, (a corp).

Witness my hand this _____ day of _____ 1972.

Clerk

C O M P L A I N T

AZALEA CITY FEDERAL CREDIT
UNION, (A CORP)

VS:

THOMAS T. TUNSTALL

PLAINTIFF

DEFENDANT

Plaintiff claims of the defendant the sum of \$556.14 with interest thereon, due by promissory note made by the defendant on to-wit: the 12th day of August 1967 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 \$150.13 Dollars.

COUNT TWO

Plaintiff claims of the defendant 600.52 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 12th day of August 1967 in the face amount of \$750.00 Dollars and payable in monthly installments of \$31.25 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, July 6, 1968.

PLEASE RETURN TO
COLE, WYATT & BRADSHAW
ADVISING PAGE NO. AND
DATE FILED OF RECORD.

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

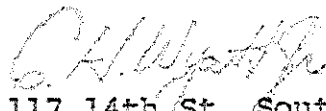
Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$150.13 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

Plaintiff claims of the defendant \$600.52 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 12th day of August 1967 in the face amount of \$750.00 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, 6th day of July 1968 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 6th day of June 1968 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 \$150.13 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=
605 Hand Ave.
Bay Minette, Alabama

PLEASE RETURN TO
COLE, WYATT & BRADSHAW
ADVISING CASE NO. AND
DATE FILED OF RECORD.