


MERCHANTS ADJUSTMENT SERVICE, INC.) IN THE CIRCUIT COURT OF
)
Plaintiff) BALDWIN COUNTY, ALABAMA
)
VS) AT LAW
)
RICHARD MCQUITERY)
)
Defendant) CASE NO. 10,449

Plaintiff claims of the defendant FOUR HUNDRED FORTY-THREE and 95/100 (\$443.95) DOLLARS, money due by promissory note made by him on the 9th day of May, 1972. Defendant fails to pay said note according to its terms. By said note, defendant waived all right of exemption and agreed to pay a reasonable attorney fee which is claimed.


WILLIAM L. HOWELL
Attorney for Plaintiff

Serve the defendant at:

Rt. 2, Box 159-A
Daphne, Alabama


Emp: Diamondhead Corp.
Highway 90
Daphne, Alabama

STATE OF ALABAMA,)
)
BALDWIN COUNTY)

TO ANY SHERIFF IN THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summons RICHARD MCQUITERY, TO appear in the Circuit Court of Baldwin County, Alabama within ³⁰days from the service of this writ, at the place of holding the same, then and there to answer the annexed complaint of MERCHANTS ADJUSTMENT SERVICE, INC.

Witness my hand as Clerk, this 9 day of June 19 72.


CLERK

FILED

JUN 9 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. 10,449

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Richard McQuitery

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.....

Richard McQuitery Defendant.....

by Merchants Adjustment Service, Inc.

Plaintiff.....

witness my hand this 9th day of June 19 72

Eunice B. Blackmon Clerk

No. 10,449

Page.....

STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

MERCHANTS ADJUSTMENT SERVICE, INC.

Plaintiffs

VS.

RICHARD McQUITERY

Defendants

CHAMBERLAIN CORP. ET AL. 159-17

SUMMONS AND COMPLAINT

Filed June 9, 1972

Eunice B. Blackmon Clerk

FILED

JUN 9 1972

EUNICE B. BLACKMON CIRCUIT CLERK

JUN 9 1972

William L. Howell

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office
JUN 9 1972

SHERIFF

19

Sheriff

I have executed this summons

this 14 June 1972

by leaving a copy with

Richard McQuiter

Sheriff claims 55 miles at

Ten Cents per mile Total \$ 5.50

TAYLOR WILLIAMS, Sheriff

DEPUTY SHERIFF

Sheriff

Deputy Sheriff

WILLIAM L. HOWELL

Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

June 8, 1972

TELEPHONE
AREA CODE 205
438-2516

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

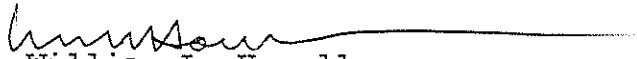
Re: Merchants Adjustment Service, Inc. vs Richard McQuitery

Dear Sir:

Please advise me at your earliest convenience as to the case number and the date of service of process on the above defendant.

Thanking you in advance for your cooperation in the matter, with warmest regards, I am,

Very truly yours,


William L. Howell

WLH:gd

Encl:

WILLIAM L. HOWELL

Attorney at Law

July 20, 1972

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

TELEPHONE
AREA CODE 205
438-2516

Mrs. Eunice B. Blackmon
Clerk of Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: Merchants Adjustment Service, Inc. vs Richard McQuitery
Case No. 10,449

Dear Mrs. Blackmon:

Please forward the attached Motion for Judgment by Default
in the above styled matter, along with the letter to His
Honor with a breakdown of the computation.

Thanking you for your cooperation in the matter, and with
warmest regards, I am,

Very truly yours,


William L. Howell

WLH:gd

Encl:

WILLIAM L. HOWELL

Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

July 20, 1972

TELEPHONE
AREA CODE 205
438-2516

Honorable Telfair Mashburn
Judge of Circuit Court
Baldwin County Court House
Bay Minette, Alabama

Re: Merchants Adjustment Service, Inc. vs Richard McQuitery,
Case No. 10,449

Dear Judge Mashburn:

Please enter a default judgment in the above styled matter
in the sum of \$571.36. A breakdown of the computation of
the judgment is as follows:

Principal.	\$443.95
Attorney Fee	147.98
Interest	4.43
Minus Payment.	<u>25.00</u>
	\$571.36

Thanking you for your considerations in the matter, and with
warmest regards, I am,

Very truly yours,


William L. Howell

WLH:gd

Encl: Original Promissory Note

\$ 443 95

MOBILE, ALA.,

5/9

19 72

FOR VALUE RECEIVED I PROMISE TO PAY TO THE ORDER OF
Merchants Adjustment Service

MOBILE, ALABAMA, OR AS

OTHERWISE INSTRUCTED.

Four Hundred Forty Three 95/100 DOLLARS

with interest thereon from date, in installments on the dates and amounts as specified in the schedule of payments hereon. In the event I or we fail to promptly pay any installment on the date that the same matures, or if this note is one of a series of notes, and default is made in the payment of any installment on any note, then the entire unpaid principal and interest shall immediately become due and payable. The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself hereby waives as to this debt, or any renewal thereof, all right of exemption to personal property authorized by the Constitution and Laws of Alabama or any other state, and each for themselves, agree to pay all costs of collecting, securing, or attempting to collect or secure, including a reasonable attorney's fee whether suit be necessary or otherwise, and all parties hereto, for themselves, waive all necessity of demand, presentment, protest, notice of protest, and further agree that the maturity of this note may be extended without notice or consent on the part of any co-maker, endorser, surety or guarantor, and waive all right to require the payee or anyone having the beneficial interest in this note, to bring suit thereon against the principal debtor, or against any co-surety. This note is given as a convenient mode of evidencing the indebtedness due and the terms of payments, and the payee herein does not waive any right to establish or enforce any liens granted or authorized under the Laws and Constitution of the State of Alabama or any other State.

SCHEDULE OF PAYMENTS

\$ 25.00 per
\$ Month
\$ payable on
\$ 1st. day of
\$ each month
\$ beginning 6/1/72
\$
\$
\$
\$
\$
\$
\$

SIGNATURE Mr. Richard McQuiter (Seal)

ADDRESS Route 2 Box 159-H
Daphne, Ala. 36526

PHONE NO

EMPLOYED BY _____

ADDRESS _____ (Seal)

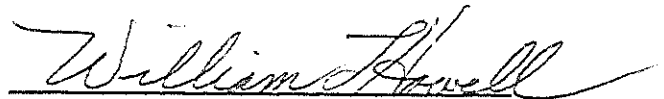
PHONE _____

MERCHANTS ADJUSTMENT SERVICE, INC.)	IN THE CIRCUIT COURT OF
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Plaintiff) BALDWIN COUNTY, ALABAMA
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VS) AT LAW
)
RICHARD MCQUITERY)
)
Defendant) CASE NO. 10,449

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto Your Honor that the defendant in the above styled cause was served with process on June 14, 1972 and since that date has failed and refused to plea, answer, or demur to the complaint, and still fails and refuses to plea, answer or demur;

WHEREFORE, the plaintiff moves Your Honor to make and enter a judgment for the plaintiff in the sum of FIVE HUNDRED SEVENTY-ONE and 36/100 (\$571.36) DOLLARS.




WILLIAM L. HOWELL
Attorney for Plaintiff
Suite 2204 First National Bank Bldg.
Mobile, Alabama 36602

MERCHANTS ADJUSTMENT SERVICE, INC.)	IN THE CIRCUIT COURT OF
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Plaintiff) BALDWIN COUNTY, ALABAMA
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RICHARD MCQUITERY)
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Defendant) CASE NO. 10,449

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto Your Honor that the defendant in the above styled cause was served with process on June 14, 1972 and since that date has failed and refused to plea, answer, or demur to the complaint, and still fails and refuses to plea, answer or demur;

WHEREFORE, the plaintiff moves Your Honor to make and enter a judgment for the plaintiff in the sum of FIVE HUNDRED SEVENTY-ONE and 36/100 (\$571.36) DOLLARS.


 WILLIAM L. HOWELL
 Attorney for Plaintiff
 Suite 2204 First National Bank Bldg.
 Mobile, Alabama 36602