

INTERSTATE SECURITIES COMPANY, INC.,) IN THE CIRCUIT COURT OF
a corporation,

Plaintiff

) BALDWIN COUNTY, ALABAMA

vs.

) AT LAW

AUBREY POTTER,

)

Defendant

) CASE NO. 10-462

)


C O M P L A I N T

COUNT I

The plaintiff claims of the defendant SEVEN HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$768.00) due by promissory note made by him on, to-wit, the 5th day of October, 1971, and payable on, to-wit, the 5th day of November, 1971.

And the plaintiff avers that in said note and as a part of the consideration thereof that the defendant expressly waived his rights to claim personal property as exempt to him under the constitution and laws of the State of Alabama or any other state.

And the plaintiff avers that in said note and as a part of the consideration thereof that the defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff further claims the sum of SEVENTY-SIX AND 80/100 DOLLARS (\$76.80) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

OF COUNSEL:

RICKARBY & BENTON
Fairhope, Alabama

FILED

JUN 26 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

Defendant may be served at
150 Fels Avenue
Fairhope, Alabama

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonAubrey Potter.....

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.....

.....Aubrey Potter..... Defendant.....

byInterstate Securities Company, Inc., a corporation,.....

..... Plaintiff.....

Witness my hand this.....26.....day of.....June.....1922.....

Ernest B. Blackman, Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

INTERSTATE SECURITIES
COMPANY, INC.,
a corporation

Plaintiffs

vs.

AUBREY POTTER

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

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Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

RICKARBY & BENTON
Fairhope, Alabama

JUN 26 1972

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

150 Fels Avenue
Fairhope, Alabama.....

Received In Office

JUN 26 1972 19.....

Sheriff

I have executed this summons

this 30 JUNE 1972

by leaving a copy with

Aubrey Potter

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WALKER Sheriff

BY W. C. Campbell
DEPUTY SHERIFF

Sheriff

Deputy Sheriff

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
316 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

June 22, 1972

Mrs. Eunice Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities Company, Inc.
v. Aubrey Potter 10,462

Dear Mrs. Blackmon:

Enclosed is summons and complaint in the above-styled matter,
along with check for advanced court costs. Please process.

Thank you.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

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DAPHNE BRANCH
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(205) 626-2608

August 10, 1972


Mrs. Eunice Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities
v. Aubrey Potter
Case No. 10,462, at Law

Dear Mrs. Blackmon:

Enclosed is another letter to the Judge and the original promissory note in this case. Please take them along with the proper file or docket sheet to the Judge for his action.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

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DAPHNE BRANCH
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HIGHWAY 98
TELEPHONE
(205) 626-2608

August 10, 1972

Honorable Telfair J. Mashburn
Judge of the Circuit Court
Bay Minette, Alabama 36507

Re: Interstate Securities Company
v. Aubrey Potter
Case No. 10,462, at Law

Dear Judge Mashburn:

We request judgment by default in the above matter for \$844.80, which constitutes \$768.00 due by promissory note and \$76.80 as attorney's fee (10%). This is submitted on the original complaint and the original promissory note, which is herewith enclosed. Personal service was obtained on June 30, 1972.

Respectfully submitted,


Daniel A. Benton

DAB:w
Enc.

Fairhope

MOBILE, ALA., October 5 19 71

AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY

TO THE ORDER OF Fairhope Finance Co. \$ 768.00

Seven Hundred Sixty Eight and no/100 DOLLARS

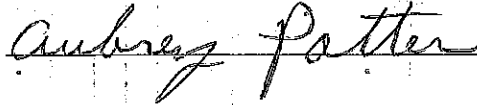
For Value Received, Payable at the Fairhope Finance Co.

The parties to this instrument, whether maker, endorser, surety, guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected by suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid.

24 Mo. X \$32.00

DUE 11/5/71



The undersigned endorsers, each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and the said endorsers severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid

For value received pay to order of
BALDWIN COUNTY BANK

or order with full recourse, Bal. 768⁰⁰
FAIRHOPE FINANCE CO.

R. C. Macon

FOR VALUE RECEIVED, BALDWIN COUNTY
BANK, a banking corporation, does
hereby ASSIGN, SELL, AND TRANSFER
unto FAIRHOPE FINANCE COMPANY.

BALDWIN COUNTY BANK

By *R. C. Macon*

~~Its~~ Its Executive Vice

~~President~~ President & Cashier

FOR VALUE RECEIVED, FAIRHOPE FINANCE
COMPANY, a corporation, does hereby
ASSIGN, SELL, AND TRANSFER unto
INTERSTATE SECURITIES, INC. a
corporation.

FAIRHOPE FINANCE CO.

R. C. Macon

by R. C. Macon

its President