

ROBERT MIKKELSEN

Plaintiff

VS

RALPH E. WATSON

Defendant

I

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I

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 10477

1.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED FIFTY DOLLARS (\$550.00), balance due after all proper credits given on a promissory note made by the Defendant on the 30th day of September, 1969, and payable as follows: \$50.00 per month payments, the first payment due and payable on October 1, 1969 and a like payment each month thereafter until the entire amount of principal and interest has been paid. The Plaintiff avers that the Defendant defaulted in the payment of the installments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from September 30, 1969. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee of \$85.00.

WILTERS, BRANTLEY & NESBIT

BY: 

Attorney for Plaintiff

FILED

Oct 6, 1972

EUNICE B. BLACKMON CIRCUIT CLERK

SUMMONS AND COMPLAINT

THE 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 SummonRALPH E. WATSON.....

.....
.....
.....

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.....

RALPH E. WATSON

....., Defendant.....

by ROBERT MIKKELSEN

....., Plaintiff.....

Witness my hand this 6 day of July 19 72.

Ernie B. Blackburn
Clerk

No. 10,427

Page.....

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Robert Mikkelsen

Plaintiffs

vs.

Ralph E. Watson

Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

July 6 1972 Clerk

EUNICE B. BLACKMON CIRCUIT CLERK

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Robertsdale, Alabama

Received In Office

RECEIVED

19.....

JUL 10 1972

Sheriff

I have executed this summons

this July 12 1972

by leaving a copy with

Ralph E. Watson

Sheriff claims 50 miles at

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

1st F. Hall
DEPUTY SHERIFF

Taylor Wilkins Sheriff

1st F. Hall Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

R. Dale
50 mi

\$ 650.00

Sept. 30, 1969

Monthly

after date, without grace, I promise to pay to the order of

Robert Mikkelsen

SIX HUNDRED FIFTY AND NO/100 - - - - - DOLLARS,

for value received.

PAYABLE AT THE BALDWIN COUNTY SAVINGS & LOAN ASSOCIATION, in

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property to-wit:

This note to be paid at \$50.00 per month beginning Oct. 1, and the first ^{of each} month thereafter, until paid in full.

One 1965 Chev. 166375D156053 2 door.

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, theirs or its assigns, on the nonperformance of this promise or the non-payment of any of the liabilities above named, or at any time or times thereafter, without advertisement or notice, which is hereby expressly waived and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser or otherwise, and if any surplus remains the same shall be paid to the undersigned.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, 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 suits or otherwise. And the maker, endorser, surety or guarantor of this note, severally waives demand, presentment, protest, notice or protest, suit, and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor or any of them.

ATTEST:

R. D. McAnally

Robert Mikkelsen

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.

10-10-69- 49.38
CASH - 72
PP \$50 61.

11-9-69 50.00
Incl dgdistol -

MOTION FOR JUDGMENT BY DEFAULT

STATE OF ALABAMA

IN THE

Circuit

COURT

Baldwin COUNTYCASE No. 10477Robert Mikkelsen, PLAINTIFF

VS.

Ralph E. Watson, DEFENDANT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendant upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendant on the 12 day of July, 1972

2. The Defendant has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.

3. More than thirty days has lapsed since said service.

WILTERS, BRANTLEY & NESBITT

Thyllus Nesbitt
AttorneyAMOUNT OF JUDGMENT \$ 550.00ATTORNEY'S FEE \$ 85.00INTEREST \$ 172.00TOTAL \$ 807.00