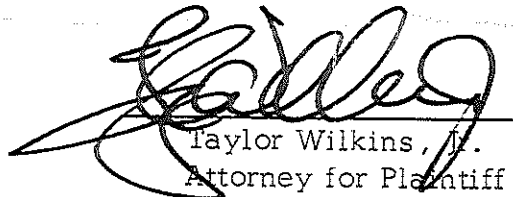


ALABAMA FARM BUREAU INSURANCE COMPANY) IN THE CIRCUIT COURT OF
PLAINTIFF) BALDWIN COUNTY, ALABAMA
VS) AT LAW
LEE PERRY JOHNSON)
DEFENDANT) CASE NO: 10,517

I.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED TWENTY-ONE AND 66/100 (\$321.66) DOLLARS as balance due on a note for Three Hundred Twenty-One and 66/100 (\$321.66) Dollars made by him on June 2, 1972, and payable July 2, 1972, with interest thereon.

The note contains provisions for a reasonable attorney's fee and waiver of exemption whereof Plaintiff claims benefit.


Taylor Wilkins, Jr.
Attorney for Plaintiff

FILED

JUL 31 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.

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon LEE PERRY JOHNSON

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.....

..... Lee Perry Johnson Defendant.....

by Alabama Farm Bureau Insurance Company

..... Plaintiff.....

witness my hand this..... 31 day of July 19 72

..... Emmie B. Blackburn Clerk

B-18

No. 10,517

Page.....

STATE OF ALABAMA
BALDWIN COUNTY
CIRCUIT COURT

Alabama Farm Bureau Ins. Co.
Plaintiffs

VS.

Lee Perry Johnson
Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

Clerk

JUL 31 1972

EUNICE B. BLACKMON CIRCUIT CLERK
RECEIVED

AUG 1 1972

TAYLOR WILKINS

Taylor D. Wilkins, Jr.
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Daphne, Alabama

RECEIVED

Received In Office

AUG 1 1972

19.....

TAYLOR WILKINS

Sheriff

I have executed this summons

this 10/ Aug. 1972

by leaving a copy with

Lee Perry Johnson

Sheriff claims 34 miles at

Ten Cents per mile Total \$ 3.40

TAYLOR WILKINS, Sheriff

BY Johnson
DEPUTY SHERIFF

Taylor Wilkins Sheriff

Donald P. Johnson Deputy Sheriff

Serve in Daphne

FILED

INSTALLMENT NOTE

SEP 15 1972

Montgomery, Alabama

May 5 1972

\$ 321.66

EUNICE B. BLACKMON
CIRCUIT
CLERK

For value received, the undersigned promises to pay to the order of

Als Farm Bureau Ins. Co.the principal sum of \$ 321.66 Dollars (\$ 321.66),with interest thereon from date at the rate of None percent (none%)
per annum, the said indebtedness being payable in monthly installments ofTwenty Six and 81/100 Dollars (\$ 26.81) each, commencingon the 5 day of June, 19 72, and continuing on the _____
day of each succeeding month thereafter and until said principal and the
interest thereon has been paid in full. Each payment shall be applied first to
the payment of accrued interest and the balance as a credit on the principal.Said principal and interest shall be paid at Fairhope Farm Bureau Office
or at such place as the owner and holder of this note shall designate in
writing and shall bear interest from maturity at the rate of eight percent per
annum until paid.

And each of us, whether make, co-make, endorser, surety or guarantor,
each for himself, hereby severally waives as to this debt, or any renewal
thereof all rights of exemption under the Constitution and Laws of the State
of Alabama, or any other state, now in force or hereafter to be passed, and
we each severally agree to pay all cost of collecting or securing or
attempting to collect or secure this note, including a reasonable attorney's
fee, whether same be collected or secured by suit or otherwise, and each
further waives demand, presentment, protest, and notice of protest, and non-
payment, and all other requirements necessary to hold them or either of them,
and each of the undersigned further agrees that the time of payment hereof may
be extended without notice to them of such extension.

In case default shall be made in the payment of any one of said install-
ments, or in case of the violation of any of the terms or provisions of this
note, then the remaining unpaid installments shall immediately thereupon be-
come due and payable at the option of the holder of this note, and the holder
shall have the right at its option to proceed immediately for the collection
of the unpaid installments thereof, together with interest thereon.

The Bank at which this note is payable is hereby authorized to apply to
the payment of this debt, on or after maturity, or upon the election of the
holder to declare the unmatured installments due and payable in the event of
default in payment of an installment thereof as herein above provided, any
funds in said bank belonging to either of the makers, endorsers, co-makers,
sureties or guarantors hereof.

Given under the hand and seal of the undersigned.

Witness:

Robert AndertonX Perry Johnson L.S.

L.S.

L.S.

TAYLOR D. WILKINS, JR.

ATTORNEY AT LAW

P. O. Box 546 Court House Square

Telephone 937-7024

BAY MINETTE, ALABAMA 36507

September 12, 1972

Mrs. Eunice B. Blackmon
Circuit Clerk
Baldwin County Circuit Court
Bay Minette, Alabama 36507

RE: Alabama Farm Bureau Ins. Co.
vs
Lee Perry Johnson
Case No. 10, 517

Dear Eunice:

The above case is set for a default judgment. I am enclosing herewith a photocopy of the promissory note which is the subject of the complaint. I would appreciate you submitting this to Judge Mashburn for a default judgment.

With kindest regards, I am

Very truly yours,



Taylor Wilkins, Jr.

TWJr:sp

Enclosure