

WILLIAM L. HOWELL

Attorney at Law

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

October 4, 1972

TELEPHONE
AREA CODE 205
438-2516

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

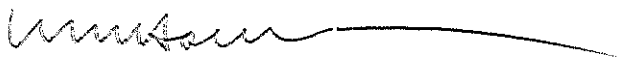
Re: Merchants Adjustment Service, Inc. vs L. B. Benbow and
Louise Benbow, Case No. 10,570

Dear Ms. 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 personal 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

October 4, 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 L. B. Benbow and
Louise Benbow, Case No. 10,570

Dear Judge Mashburn:

Please enter a default judgment in the above styled matter in
the sum of \$165.40. A breakdown of the computation of the
judgment is as follows:

Principal	\$134.30
Attorney Fee.	44.76
Interest	1.34
Minus two payments.	<u>15.00</u>
Total	\$165.40

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

134.30

FOR VALUE RECEIVED

MOBILE, ALA.

PROMISE TO PAY TO THE ORDER OF 19 72

Merchants Adjustment Service

OTHERWISE INSTRUCTED.

MOBILE, ALABAMA, OR AS

One Hundred Thirty-Four Dollars + $\frac{30}{100}$ 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	
\$	
\$	5.00 Every Other
\$	
\$	Week Until Paid
\$	
\$	In Full Beginning
\$	August 1st 1972
\$	
\$	
\$	
\$	
\$	
\$	
\$	

On Mudd
72.00

SIGNATURE *X* (Mr) *J. B. B. B. B.*
ADDRESS *X* (Mrs) *Janice B. B. B.*

Johns Box
62.30

PHONE _____
EMPLOYED BY _____
ADDRESS _____
PHONE _____

(Seal)

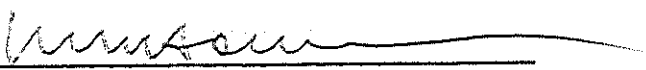
(Seal)

MERCHANTS ADJUSTMENT SERVICE, INC.)	IN THE CIRCUIT COURT OF
)	
Plaintiff)	BALDWIN COUNTY, ALABAMA
)	
VS)	AT LAW
)	
L. B. BENBOW AND LOUISE BENBOW,)	
Jointly and Individually)	
)	
Defendants)	CASE NO. 10,570

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto Your Honor that the defendants in the above styled cause was served with process on August 30, 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 against both defendants with waiver of personal property exemptions in the sum of ONE HUNDRED SIXTY-FIVE and 40/100 (\$165.40) DOLLARS.



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

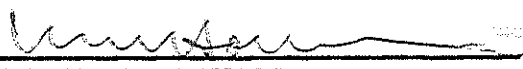
4105

MERCHANTS ADJUSTMENT SERVICE, INC.)	IN THE CIRCUIT COURT OF
)	
Plaintiff)	BALDWIN COUNTY, ALABAMA
)	
VS)	AT LAW
)	
L. B. BENBOW AND LOUISE BENBOW,)	
Jointly and Individually)	
)	
Defendants)	CASE NO. 10,570

MOTION FOR JUDGMENT BY DEFAULT

Comes now the plaintiff in the above styled cause and shows and represents unto Your Honor that the defendants in the above styled cause was served with process on August 30, 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 against both defendants with waiver of personal property exemptions in the sum of ONE HUNDRED SIXTY-FIVE and 40/100 (\$165.40) DOLLARS.


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

MERCHANTS ADJUSTMENT SERVICE, INC.) IN THE CIRCUIT COURT OF
)
 Plaintiff) BALDWIN COUNTY, ALABAMA
)
 VS) AT LAW
)
 L. B. BENBOW AND LOUISE BENBOW,)
 Jointly and Individually)
)
 Defendants) CASE NO. 10,570

Plaintiff claims of the defendants, jointly and individually,
 ONE HUNDRED THIRTY-FOUR and 30/100 (\$134.30) DOLLARS, money due
 by promissory note made by them on the 28th day of July, 1972.
 Defendants failed to pay said note according to its terms, By
 said note, defendants waived all right of exemption and agreed
 to pay a reasonable attorney fee which is claimed.

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

Serve the defendants:

Rt. 1, Box 46-B, Loxley, Ala.
 His emp: State of Alabama, Camp, Loxley, Ala..
 Her emp: Dot's Cafe, Loxley, Ala.

STATE OF ALABAMA)
)
 BALDWIN COUNTY)

TO ANY SHERIFF IN THE STATE OF ALABAMA, GREETING:

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

Witness my hand as Clerk, the 28 day of August, 1972.

FILED

AUG 28 1972

Eunice B. Blackmon
 CLERK

EUNICE B. BLACKMON CIRCUIT
 CLERK

Received 30 day of Aug 1972
and on 30 day of Aug 1972
I served a copy of the within on A.B. Blackmon & Louise
Blackmon
By service on _____

TAYLOR WILKINS, Sheriff
By A.B. Blackmon
40 mi
P.T. Laffly.

Sheriff's Office
Ten Cents per mile Total \$ 8.00
TAYLOR WILKINS, Sheriff
BY Blackmon
DEPUTY SHERIFF

NOTICE OF SERVICE
THIS NOTICE IS TO BE
SERVED ON

William A. Howell

EUNICE B. BLACKMON
CIRCUIT
CLERK

FILED
AUG 28 1972

AUG 28 1972

Merchants Adjustment
Service
vs:
A. B. Blackmon & Louise
Blackmon, Jointly &
Individually

SHOULD BE SERVED ON

RECEIVED BY THE CLERK OF THE COURT
THIS NOTICE IS TO BE SERVED ON THE
PARTIES TO THE SUIT

SHOULD BE SERVED ON
THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

SHOULD BE SERVED ON THE PARTIES TO THE SUIT

WILLIAM L. HOWELL

Attorney at Law

August 25, 1972

SUITE 2204
FIRST NATIONAL BANK BLDG.
MOBILE, ALABAMA 36602

TELEPHONE
AREA CODE 205
438-2516

10,570

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


Re: Merchants Adjustment Service, Inc. vs L. B. Benbow
and Louise Benbow

Dear Mrs. Blackmon:

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

With warmest regards, I am,

Very truly yours,


William L. Howell

WLH:gd

Encl: