

545-0211

August 18, 1972

STATE OF ALABAMA

CIRCUIT COURT

BALDWIN COUNTY

CASE NO: 10,573

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon Julius Lynum to appear before the Circuit Court, to be held for said County, at the place of holding the same, within 30 days from service of this process, then and there to answer the complaint of Scott Southern Division Employees Credit Union, (a corp).

Witness my hand this 28 day of August 1972.

Ernie B. Blackburn

Clerk

C O M P L A I N T

SCOTT SOUTHERN DIVISION
EMPLOYEES CREDIT UNION, (A CORP)

VS:

JULIUS LYNUM

PLAINTIFF

DEFENDANT

10,573

Plaintiff claims of the defendant the sum of \$125.03 with interest thereon, due by promissory note made by the defendant on to-wit: the 16th day of June 1971 which said sum with interest thereon is past due and unpaid, and Plaintiff avers that as a part of consideration of said instrument, defendant waived right to exemptions as to personal property, and agreed to pay a reasonable attorney fee for which the plaintiff claims the additional sum of \$46.60 Dollars.

COUNT TWO

Plaintiff claims of the defendant 134.43 \$ Dollars, this amount being the unpaid balance due by a promissory note made by the defendant on, to-wit: 16th day of June 1971 in the face amount of \$301.50 Dollars and payable in monthly installments of \$18.41 Dollars, with a provision that in case of any default in payments the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable by virtue of default in an installment payment due on, to-wit, January 8, 1972.

Plaintiff avers that by the terms of said note, the defendant waived exemption rights as to personal property secured to Scott Southern Division Employees Credit Union, (a corp) by law, and plaintiff claims the benefit thereof.

Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$46.60 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COUNT THREE

Plaintiff claims of the defendant \$134.43 Dollars, this amount being the unpaid balance due by promissory note made by the defendant on, to-wit, the 16th day of June 1971 in the face amount of \$301.50 Dollars and payable in monthly installments with a provision that in case of any default in payments the entire balance of said note would become immediately due and payable, at the option of the holder, which said unpaid balance became due and payable on, to-wit, 8th day of January 1972 by virtue of default in said installment payments, and plaintiff also claims interest thereon from, to-wit, 8th day of December 1971 at 1 per cent per month on the unpaid balance.

Plaintiff further avers that by the terms of said note, the defendant agreed to pay a reasonable attorney's fee in the event said note was placed in the hands of an attorney for collection, and the plaintiff claims the further and additional amount of \$46.60 Dollars, which plaintiff avers is a reasonable fee for making said collection.

COLE, WYATT & BRADSHAW, ATTORNEYS

C. H. Wyatt Jr.
1117 14th St. South
Birmingham, Alabama
933-2100

Plaintiff's address
Mobile, Alabama

Defendant's address
Box 1 Box 6
Birmingham, Alabama

FILED

AUG 28 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

Reserved 50 day of August 1972
and on 9 day of Sept 1972
I served a copy of the within HC
on Julius Sygnum
By service on Julius Sygnum

TAYLOR WILKINS, Sheriff
By W. Crook D.S.
C. Latham

Sheriff claims 500 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
BY W. Crook
DEPUTY SHERIFF
C. Latham
CLERK OF DISTRICT COURT

19858 101

FILED

10,573

(18)

Scott Southern Division
Employees Credit Union

no.

Julius Sygnum

RT 1 Box 6

DAVIDSON, N.C.

626-9177

Bellevue - Springfield -
- Paris -

FILED AFTER 7:00 PM

AUG 28 1972

EUNICE B. BLACKMON
CLERK

RECEIVED

AUG 28 1972

TAYLOR WILKINS

Call, Whist & Brachhaus

Note No. _____

Account No. 38654

10,573

Dated JUN 16 1971 19____

Soc. Sec. No. _____

\$ 301.50

Tax Ident. No. _____

For value received, I/We, jointly and severally, promise to pay to the Scott Southern Division Employee's Credit Union, or order, the sum of Three Hundred One and 50/100 Dollars, with interest on the unpaid balance at the rate of one per cent per month, payable in installments of 18.41 Dollars each; the first payment to be made on 6-30-71, and the same amount every month thereafter until the full amount has been paid. Said installments shall be payable at Scott Southern Division Employee's Credit Union.

As further security for the payment of this debt and any other indebtedness of the undersigned to the payee, I/We hereby pledge, assign, bargain, sell and convey unto the payee all paid shares and payments on shares which I/We now have or hereafter may have in this Credit Union, and I/We do hereby authorize this Credit Union to apply any or all such paid shares and payments on shares to the payment of said indebtedness now owing or which may hereafter accrue.

It is further agreed that if I/We shall fail to pay any installments on the loan when due, unless excused therefrom for cause by the Board of Directors of this Credit Union, I/We promise to pay a fine in accordance with the terms of the Bylaws of this Credit Union.

In case of any default in payments as herein agreed, the entire balance of this note shall become immediately due and payable, at the option of the holder.

Each party to this note, whether as maker, endorser or guarantor, severally waives presentment for payment, demand, protests and notice of protests and dishonor of the same. The makers, endorsers and guarantors of this note agree to pay all costs of collections whether incurred by suit or otherwise, including a reasonable attorney's fee which shall in no event be less than ten dollars.

Each of us, whether principal, surety, guarantor, endorser or other party hereto, hereby severally waives and renounces, each for himself, any and all homestead or exemption rights either of us may have under or by virtue of the constitution or laws of Alabama, any other state, or the United States, as against this debt or any renewal thereof; and the undersigned hereby agree that time of payment may be extended without notice to them of such extension.

It is understood and agreed by each person whose name is signed hereunder that we signed this note without condition, reservation or representation as to any other person having signed the same, or that any other person or persons shall sign the same, as maker, or endorser, and without any reservation or condition as to delivery, execution or otherwise.

Witness my/our hand and seal the day and year first above written.

SIGNATURE OF WITNESS

SIGNATURE OF MAKER AND COMAKERS

PAYROLL NO. _____

ADDRESS

[Signature][Signature]

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

(L.S.)

FILED

DEC 13 1972

LUNICE B. BLACKMON
CLERK38654