8/31/72

545-0222-23

THE STATE OF ALABAMA

BALDWIN COUNTY

THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA 28th JUDICIAL CIRCUIT OF ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA-GREETINGS:

You are hereby commanded to summon Marion Lee Skipper to appear before the Circuit Court, to be held for said County, at the place of holding same, within thirty days from service of this process, then and there to answer the complaint of Scott Southern Division Employees Credit Union, a corporation.

Witness, my hand, this / day of //ept., 1972.

Guniel & Blackman

SCOTT SOUTHERN DIVISION EMPLOYEES CIRCUIT COURT OF CREDIT UNION, (A CORP.)

PLAINTIFF

BALDWIN COUNTY, ALARAMA

28th JUDICIAL CIRCUIT

VS.

MARION LEE SKIPPER

DEFENDANT

CASE NO. 10589

COMPLAINT

COUNT ONE

The plaintiff claims of the defendant the following personal property, to-wit:

1967 Cadillac 2 dr. Serial No. J 7274484T3112 with the value of the hire or use thereof during the detention, to-wit: from the 31st day of March, , 1972.

COUNT TWO

Plaintiff claims of the defendant the sum of \$836.89 Dollars, the sum being the alternate value of the property, pledged, transferred, assigned and sold to the plaintiff by the defendant on to-wit: May 5, 1970 by the execution of a security agreement and

promissory note of even date, said property being described in the aforementioned security agreement as follows:

1967 Cadillac 2 dr. Serial No. J 7274484T3112

The consideration therefor being the loan of \$2,724.30 Dollars by the plaintiff to the defendant, secured by the aforementioned property, and,

Plaintiff avers that defendant by the term of the aforesaid security agreement passed title to the plaintiff, and by virtue of the default in installments, of said security agreement that plaintiff would have the right to possession of said property, and in the event that plaintiff was unable to secure the possession of said property, defendant would pay damages for the detention thereof, including the alternate value of said property, an attorney's fee not to exceed 25% of the principal and interest due and owing, and cost and expenses incurred in the collection of all sums due under said security agreement.

Plaintiff claims the benefit of the terms of said security agreement, which defendant breached by virtue of the default in installments under the note and security agreement on to-wit: May 31, 1972.

Plaintiff claims the sum of \$278.96 Dollars as a reasonable attorney's fee for the prosecuting of this action, for which plaintiff brings this suit.

COUNT THREE

The plaintiff claims of the defendant the following personal property, to-wit:

1967 Cadillac 2 dr. Serial No. J 7274484T3112
with the value of the hire or use thereof during the detention, towit: from the 31st day of March, 1972.

COUNT FOUR

Plaintiff claims of the defendant the sum of \$177.36 Dollars, the sum being the alternate value of the property, pledged, transferred, assigned and sold to the plaintiff by the defendant on to-wit:

September 23, 1971 by the execution of a security agreement and promissory

note of even date, said property being described in the aforementioned security agreement as follows:

1967 Cadillac 2 dr. Serial No. J 7274484T3112

The consideration therefor being the loan of \$1,417.45 Dollars by the plaintiff to the defendant, secured by the aforementioned property, and,

Plaintiff avers that defendant by the term of the aforesaid security agreement passed title to the plaintiff, and by virtue of the default in installments, of said security agreement that plaintiff would have the right to possession of said property, and in the event that plaintiff was unable to secure the possession of said property, defendant would pay damages for the detention thereof, including the alternate value of said property, an attorney's fee not to exceed 25% of the principal and interest due and owing, and cost and expenses incurred in the collection of all sums due under said security agreement.

Plaintiff claims the benefit of the terms of said security agreement, which defendant breached by virtue of the default in installments under the note and security agreement on to-wit: March 31, 1972.

Plaintiff claims the sum of \$59.12 Dollars as a reasonable attorney's fee for the prosecuting of this action, for which plaintiff brings this suit.

BY: Attorneys for Plaintiff

Plaintiff's Address:

P. O. Box 2447 Birmingham, Alabama

Defendant's Address:

505 Byre Street Bay Minette, Alabama 36507

FILED

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Cole, Wyalt + Bradshaw

COLE, WYATT & BRADSHAW

ATTORNEYS AT LAW
UNIVERSITY CREDIT UNION BUILDING
1117 - 14TH STREET, SOUTH
BIRMINGHAM, ALABAMA 35205

TELEPHONE 933-2100

March 27, 1973

JOHN L. COLE CHARLES H. WYATT, JR. CHARLES T. BRADSHAW

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

55 L 75 M

RE: Case No. 10589

Scott Sou. Div. Emp. Credit Union

vs. Marion Lee Skipper Our File No. 545-0222

Dear Mrs. Blackmon:

I am attaching check in the amount of \$18.00 covering court cost on the above file. Would you please mark the file that the man is now working back at Scott Southern and we will satisfy this judgment on our next trip to Mobile. We ask that you hold off any execution on this judgment.

Thank you for your cooperation.

Sincerely yours,

COLE & WYATT, ATTORNEYS

John L. Cole

JLC/c

40.00	n 529 ·
Note No. 193)	#10,589
Dated Soc. Sec. No. \	,
Tax Ident. No.	/
For value received, I/We, jointly and severally, promise to pay to	the Spott Southern Division Employee's Credit Union,
or order, the sum of Dollars with interest on the unneid halance at	the rate of one per tent per month, payable in install-
ments of	Dollars each; the first
	ic amount every month thereafter until the full amount rn Division Employee's Credit Union.
has been paid. Said installments shall be payable at Scott Southe	rn Division Employee's Credit Union.
As further security for the payment of this debt and any other indebtedness of the undersigned to the payment of the payment o	yee, I/We hereby pledge, assign, bargain, sell and convey unto the payce an paud on hereby authorize this Credit Union to apply any or all such paid shares and pay-
As further security for the payment of this debt and any other indebtedness of the undersigned to the payments and payments on shares which I/We now have or hereafter may have in this Credit Union, and I/We of 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 excuss 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 immediate the payment of the Bylaws of this contained to the payment of the Bylaws of the payment	d therefrom for cause by the Board of Directors of this Credit Union, I/We promise
In case of any default in payments as herein agreed, the entire balance of this note snail become immediate. Such party to this note, whether as maker, endorser or guarantor, severally waives presentment for pay rehadrsers and guarantors of this note agree to pay all costs of collections whether incurred by suit or other dollars.	tery due and pagency at the option of the former, ment, demand, protests and notice of protests and dishonor of the same. The makers, wise, including a reasonable attorney's fee which shall in no event be less than ten
Each of us, whether principal, surety, guarantor, endorser or other party hereto, hereby severally waives of us may have under or by virtue of the constitution or laws of Alabama, any other state, or the United S that time of payment may be extended without notice to them of such extension.	and renounces, each for himself, any and all homestead or exemption rights either tales, as against this debt or any renewal thereof; and the undersigned hereby agree
this understood and agreed by each person whose name is signed hereunder that we signed this into with the same, or that any other person or persons shall sign the same, as maker, or endorsor, and without any Witness my/our hand and seal the day and year first above written.	
SIGNATURE OF WITNESS SIGNATURE OF MAKER AND C	PAYROLL NO. ADDITION OF THE PAYROLL NO.
Flyn Mario L. Sk	(LS) 973/
1 2 d wondry	Ac (LS) 25169
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