

S U M M O N S

THE STATE OF ALABAMA  
COUNTY OF BALDWIN

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)

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA - - - - - GREETING:

You are hereby commanded to summons M. A. Mosley and Mrs. M. A. Mosley to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of H. Kennedy.

Witness my hand this 16 day of May, 1958.

  
CLERK

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C O M P L A I N T

3547

H. KENNEDY  
PLAINTIFF

VS.

M. A. MOSLEY and MRS.  
M. A. MOSLEY  
DEFENDANTS

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)

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

I.

The plaintiff claims of the defendants the sum of Four Thousand Three Hundred Twenty-seven & 92/100 (\$4,327.92) Dollars, due by promissory note made by the defendants on the 7th day of November, 1953, and payable on 7th day of December, 1953, with interest from the 7th day of December, 1953, at the rate of Six per cent. (6%) per annum.

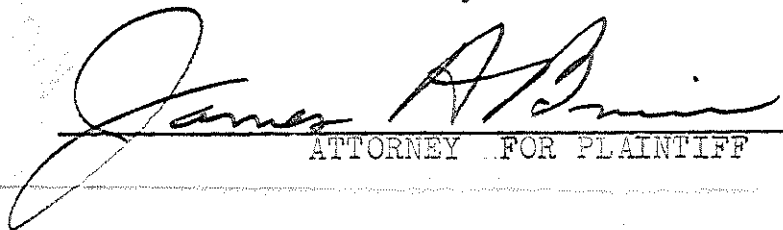
II.

The plaintiff claims of the defendants the sum of Four Thousand Three Hundred Twenty-seven & 92/100 (\$4,327.92) Dollars, due by

promissory note made by the defendants on the 7th day of November, 1953, and payable on the 7th day of December, 1953, with interest from the 7th day of December, 1953, at the rate of Six per cent. (6%) per annum.

Plaintiff avers that in and by the terms of said note the defendants waived all right to exemption under the constitution and laws of the State of Alabama, and of this waiver plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the defendants agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the plaintiff further claims of the defendants the further and additional sum of Eight Hundred Sixty-five & NO/100 (\$865.00) Dollars, as such reasonable attorney's fee.

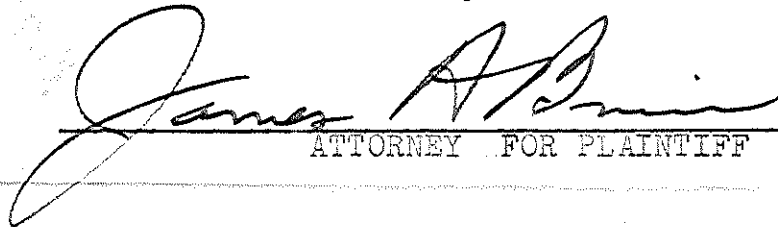
  
ATTORNEY FOR PLAINTIFF

The defendants, M.A. Mosley and  
Mrs. M.A. Mosley, resides at  
Foley, Alabama

promissory note made by the defendants on the 7th day of November, 1953, and payable on the 7th day of December, 1953, with interest from the 7th day of December, 1953, at the rate of Six per cent. (6%) per annum.

Plaintiff avers that in and by the terms of said note the defendants waived all right to exemption under the constitution and laws of the State of Alabama, and of this waiver plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the defendants agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the plaintiff further claims of the defendants the further and additional sum of Eight Hundred Sixty-five & NO/100 (\$865.00) Dollars, as such reasonable attorney's fee.

  
ATTORNEY FOR PLAINTIFF

The defendants, M.A. Mosley and  
Mrs. M.A. Mosley, resides at  
Foley, Alabama

\$ 4672.00

Nov 7, 1953

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

Forty six hundred seventy two & 00/100 DOLLARS  
for value received.

PAYABLE AT Kennedys Office at Lummada Ala

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:

One Nash 4 door Sedan Serial No 5-124645-  
One Dodge 1 1/2 ton Dodge Truck Serial No T150-7340  
One Ferguson Tractor, Cultivator Disc & Plow  
One 2 Row Corn Planter One 8 ft Trailer One Mobile  
One Eight ft Line spreader & one Rotator for 2 McLeod & 2 Kifor

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 of 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: Bertie Harrison.

M. A. Mosley  
Mrs M. A. Mosley

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

POST OFFICE BOX 298

September 6, 1958

WHITEHALL 3-3601

Miss Alice J. Duck  
Circuit Clerk  
Bay Minette, Alabama

Re: H. Kennedy vs. M.A. Mosley and Mrs.  
M. A. Mosley  
Law No. 3547

Dear Miss Duck:

I enclose the promissory note, foundation of this suit.  
Please dismiss the suit insofar as it pertains to Mrs. M.A. Mosley.

Please take judgment by default against M.A. Mosley for  
\$4,327.92 principal; \$1,155.09 interest and \$865.00 Attorney's  
fee; a total of \$6,348.01.

Thank you.

Sincerely,

  
JAMES A. BRICE

JAB:bp

Enclosure as noted.

H. KENNEDY	)	
PLAINTIFF	0	IN THE CIRCUIT COURT OF
	)	
	)	BALDWIN COUNTY, ALABAMA
VS.	0	
	)	AT LAW
	)	
M. A. MOSLEY and MRS	0	
M. A. MOSLEY	)	
DEFENDANTS	)	

PLEA ONE


The defendant, Mrs. M. A. Mosley, for answer to said complaint saith that the averments of the complaint are untrue.

PLEA TWO

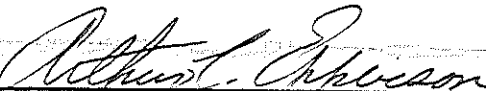
The defendant, Mrs. M. A. Mosley, for answer to the complaint saith that at the time of the execution of note, the foundation of the suit, she executed said note as surety for her husband M. A. Mosley.

PLEA THREE

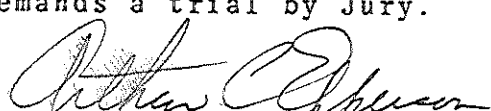
The defendant, Mrs. M. A. Mosley, for answer to the complaint saith that at the time of the execution of the note, the foundation of the suit, she was coerced into signing said note as surety for her husband M. A. Mosley.

  
 Attorney for the Defendant  
 Mrs. M. A. Mosley

I hereby certify that I have this the 17th day of June, 1958 personally handed a copy of the above answer to James Brice, Attorney of Record for the Plaintiff.

  
 Attorney for the Def.

The Defendant, Mrs. M. A. Mosley demands a trial by Jury.

  
 Attorney for the defendant