

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

November 13, 1958

POST OFFICE BOX 298

WHITEHALL 3-3601

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette

Re: New Zealand Insurance Company
Vs: Dorothy A. Stratton
Law 3629

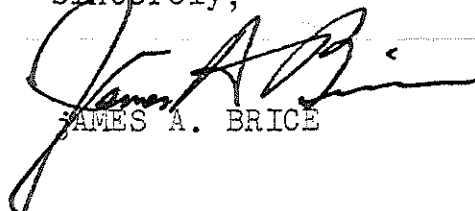
Dear Mrs. Duck:

Please take judgment for plaintiff by default for \$244.17 principal, \$40.00 attorney's fee and \$29.30 interest, a total of \$313.47.

Please send me a certified copy of the judgment.

Thank you.

Sincerely,


JAMES A. BRICE

JAB:bp

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

POST OFFICE BOX 298

July 30, 1958

WHITEHALL 3-3601

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

I herewith enclose summons and complaint on behalf of New Zealand Insurance Company, Ltd., against Dorothy A. Stratton, who resides with Mr. Henry C. Davidson, at 102 Bayview Avenue, Fairhope, Alabama.

If we have a better address on defendant, I shall let you know as soon as possible.

Thank you for your assistance.

Sincerely,


James A. Brice

JAB:ecg

cc: The Honorable John Duck
Attorney at Law
Fairhope, Alabama

*Mrs. Duck: please see that the Sheriff
contacts your son. he may know
where defendant can be served.*

JAB

S U M M O N S

THE STATE OF ALABAMA) * (IN THE CIRCUIT COURT OF
COUNTY OF BALDWIN) * : BALDWIN COUNTY, ALABAMA
* (AT LAW

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

You are hereby commanded to summons Dorothy A. Stratton to appear and plead, answer, or demur, within thirty (30) days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against Dorothy A. Stratton, defendant, by the New Zealand Insurance Company, Ltd., as assignee of the First National Bank of Atlanta, a corporation, plaintiff.

Witness my hand this 31 day of July, 1958.

[Signature]
CIRCUIT CLERK

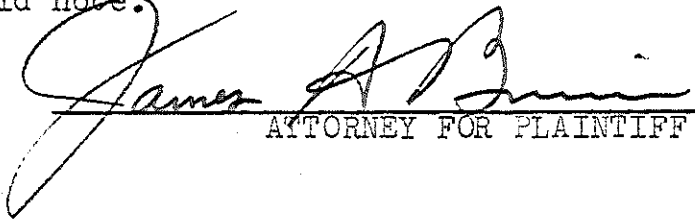
C O M P L A I N T

NEW ZEALAND INSURANCE COMPANY, LTD.,)
a corporation, as ASSIGNEE of the)
FIRST NATIONAL BANK OF ATLANTA, a) IN THE CIRCUIT COURT OF
corporation,) BALDWIN COUNTY, ALABAMA
PLAINTIFF) AT LAW
VS)
DOROTHY A. STRATTON)
DEFENDANT)

The plaintiff claims of the defendant Two Hundred Forty-four & 17/100 Dollars (\$244.17), the balance due on a promissory note made by her on the 19th day of October, 1955, and due Twelve (12) months after date, payable to the First National Bank of Atlanta, Atlanta, Georgia, which note was for a valuable consideration before maturity, to-wit: October 22, 1956, assigned to the plaintiff, together with interest thereon from date.

Plaintiff further alleges that in and by the terms of said note, the defendant waived all rights of homestead and exemption under the laws of the State of Alabama, and plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the defendant agreed to pay all costs of collection of the same, and the plaintiff claims the further and additional sum of \$40.00 as a reasonable attorney's fee in the premises, as said fee is provided for in said note.


ATTORNEY FOR PLAINTIFF