

E. G. RICKARBY

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA

September 28, 1959

3992

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: Bank of Fairhope
Vs: Reuben J. Powell
Our File: 4846

Enclosed find Summons and Complaint of the
Bank of Fairhope vs. Reuben J. Powell. Please
process, and oblige.

Yours very truly,



EGR/ts
cc: Bank of Fairhope

Encl.

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

December 11, 1959

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

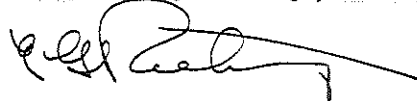
Dear Mrs. Duck:

Re: Bank of Fairhope
Vs: Reuben J. Powell
Case # 3992

With this we are handing you promissory note and ask for a judgment by default for \$139.50, being principal suit \$157.77 plus \$22.00 Attorney's fee. Making \$178.77 less \$39.20 payment made by defendant, leaving a balance of \$139.50, with waiver of exemption.

Please send me certified copy of judgment and a bill for cost, and I am going to see if I can get it for you.

Yours very truly,



EGR/bs
Enclosure

BANK OF FAIRHOPE, a
Corporation,

Plaintiff,

- VS -

REUBEN J. POWELL,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

C O M P L A I N T


-Count One-

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FIFTY-SIX AND 77/100 (\$156.77) Dollars due by Promissory Note, originally for THREE HUNDRED THIRTEEN AND 85/100 (\$313.85) Dollars, made by him on the 19th day of February, 1958, and payable in twenty-four (24) consecutive monthly installments of THIRTEEN AND 09/100 (\$13.09) Dollars each, (except that the final installment shall be the difference between the amount of this note and the sum of preceeding installments), the first to become due April 5, 1958 balance of installments to be paid on the same day of each month thereafter until paid, and said note contained a provision that "If any installment hereof is not paid when due, the total amount owing hereon shall become immediately due and payable at the option of the holder hereof", and the defendant failed to pay the installment falling due on April 5, 1959, or any subsequent installment thereof, and Plaintiff declares all payments now due.

And Plaintiff avers that in said note, and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and Law of this State, and agreed to pay a FIFTEEN PER CENT (15%) attorney's fee if placed with an attorney for collection after default, and the Plaintiff claims the sum of TWENTY-TWO AND NO/100 (\$22.00) Dollars as such attorney's fee.

FILED
SEP 30 1959

ALICE J. DUCK, Clerk


E. G. RICKARBY,
Attorney for Plaintiff.

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No.-----

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon REUBEN J. POWELL

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in

the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against REUBEN J.

POWELL

-----, Defendant-----

by BANK OF FAIRHOPE, a Corporation,

-----, Plaintiff-----

Witness my hand this 20 day of Sept 19 59

Alice J. Duck -----, Clerk

102,857 ✓ 100
No. 3992 Page

The State of Alabama
Baldwin County

CIRCUIT COURT

BANK OF FAIRHOPE, a
Corporation,

Plaintiffs

vs.

10x
pay
REUBEN J. POWELL,

Defendants

Summons and Complaint

Filed

FILED
SEP 30 1959

ALICE J. DUCK, Clerk

E. G. Rickarby,

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
R.F.D. Daphne, Alabama,
Loxley Road. Works at
ADD&SB Co., Mobile, Ala.

Received In Office

10/2 1959

, Sheriff

I have executed this summons

this 11-10-59

by leaving a copy with

~~Reuben J. Powell~~
Reuben J. Powell

Ray D. Budge
Sheriff

C. J. Payne
Deputy Sheriff