

MOBILE ELECTRICIANS	:	IN THE CIRCUIT COURT OF
FEDERAL CREDIT UNION,	:	BALDWIN COUNTY, ALABAMA,
a Corporation,	:	
Plaintiff,	:	
VS:	:	AT LAW
DONALD J. ALBACH,	:	NO. 4455
Defendant	:	

COUNT ONE

Plaintiff claims of Defendant the sum of FOUR HUNDRED SEVENTY AND 00/100 (\$470.00) DOLLARS, due by promissory note made by him on, to-wit, June 30, 1959, which provided for payment by consecutive monthly installments of THIRTY AND 00/100 (\$30.00) DOLLARS each and one final installment of TWENTY AND 00/100 (\$20.00) DOLLARS, to commence on, to-wit, July 30, 1959. Said note further provides that upon failure to pay any installment when due, the entire sum shall, at the option of the holder, become due and payable. Plaintiff avers that it has exercised its option and declared the entire sum due and payable, the Defendant having defaulted in the payment due in, to-wit, July 1959 and all subsequent payments. Plaintiff further avers that in said note Defendant did agree to pay, as a delinquent penalty, a fine of two (2) cents on each unpaid dollar per month while delinquent, and Plaintiff claims further the sum of ONE HUNDRED AND 00/100 (\$100.00) DOLLARS, as the total of such fine. Defendant further agreed to pay a reasonable attorney's fee which might ensue as a cost of collection upon default of Defendant, and Plaintiff claims the sum of ONE HUNDRED THIRTY ONE AND 60/100 (\$131.60) DOLLARS, as a reasonable attorney's fee.

Plaintiff further avers that in said note Defendant did waive all right in and to his exemption of personal

property under the Constitution and laws of the State
of Alabama and Plaintiff claims the benefit of such waiver.

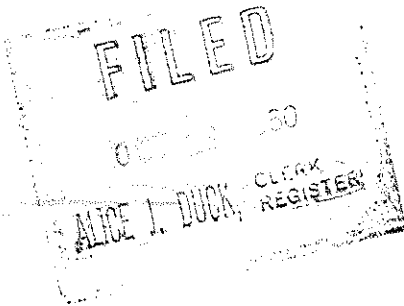
WHEREFORE, Plaintiff claims of Defendant the sums
hereinabove set out, with interest thereon.

WILLIAM H. McDERMOTT


Attorney for Plaintiff

Address of Defendant:

556 North Mobile Avenue
Fairhope, Alabama



SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. 4455

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon DONALD J. ALBACH

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

DONALD J. ALBACH, Defendant

by MOBILE ELECTRICIANS FEDERAL CREDIT UNION, A CORP., Plaintiff

Witness my hand this 18 day of October 1960

Alice J. Clark, Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

MOBILE ELECTRICIANS FEDERAL CREDIT UNION

Plaintiffs

vs.

DONALD J. ALBACH

Defendants

Summons and Complaint

Filed October 18, 1960

Alice J. Duck Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

10/19, 1960

Sheriff.

I have executed this summons

this 27 Oct 1960

by leaving a copy with

Donald J. Albach

Sheriff claims 70 miles at

Ten Cents per mile Total \$ 7.00

TAYLOR WILKINS, Sheriff

BY *S. S. S. S.*
DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

W. O. Sainer

Deputy Sheriff.

I hope

Net
Gross Loan Dr.....
Loan Cr.....
Interest Cr.....
Interest Dr.....

Loan No.....

Book No. 245

19.....

For value received, I/we jointly and severally promise to pay to the

.....CREDIT UNION,
or order, the sum of \$100.00 dollars,

with interest..... at the rate of 1

per cent per Mo on the unpaid balance,..... payable in 16

installments of \$30 + 10/80 dollars, the first payment to be made

on or before 7-30-59 and a like amount every

Mo thereafter until the full amount has been paid.

Collateral: Sig + Shares + Auto

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. We hereby pledge all paid shares, payments of shares, or deposits, which we now have or hereafter may have in this Credit Union, for loans, interest, fines, costs or expenses, and we hereby authorize the Treasurer to apply any or all such paid shares payments on shares or deposits to the payment of said loans, interest, fines, costs or expenses.

Said principal and co-makers severally waive demand, notice, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them; and we severally agree that the time of payment may be extended, or renewal note taken, or other indulgence granted without notice of or consent to such action, without release of liability as to any such party.

Said principal and co-makers, jointly and severally, promise to pay, while in default, a fine of 2 cents on each unpaid dollar per month until all arrears are paid, together with costs or expenses incurred in the collection of any sum due.

Also, if the holder hereof, after default, shall place this note in the hands of an attorney for collection, we agree to pay a reasonable attorney's fee, such charge in no event to be less than ten dollars.

Said principal and co-makers, hereby jointly and severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property.

It is agreed and understood that the loan application attached to this note is a part of said note, and the maker hereby certifies that the statements contained therein are true to the best of his knowledge and belief.

Name Address
Maker Donald J. Albach L. S. 556 N. Mobile Ave. Fairhope, Ala.

1. Co-Maker..... L. S.....

2. Co-Maker..... L. S.....

3. Co-Maker..... L. S.....

4. Co-Maker..... L. S.....

5. Co-Maker..... L. S.....

6. Co-Maker..... L. S.....

WILLIAM H. McDERMOTT
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
MOBILE, ALABAMA
HEMLOCK 8-4461

October 17, 1960

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

In re: Mobile Electricians
Federal Credit Union
Vs: Donald J. Albach

Dear Mrs. Duck:

Enclosed herewith are original and one copy of a complaint and I would appreciate it if you would cause them to be filed in the Circuit Court of Baldwin County on the law side.

I would be indeed appreciative if you would forward to this office a card indicating the date that this complaint is filed and the date of service upon the defendant.

Respectfully yours,



WILLIAM H. McDERMOTT

WHMcD:cm
Encl.

RECEIVED BY: JENNIFER W. (SUSAN) MOORE

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver ONLY to addressee

☐ Show address where delivered

(Additional charges required for these services) \$1.00

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Stuart Moore

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DELIVER TO ADDRESSEE ONLY

DATE DELIVERED

OCT 24 1960

ADDRESS WHERE DELIVERED (only if requested in item #1)

GPO : 1957 O-702137

POST OFFICE DEPARTMENT OFFICIAL BUSINESS		PAYMENT OF POSTAGE TO AVOID PENALTY FOR DELIVERY TO ADDRESSEE	
RECEIVED OCT 26 1960 SECRETARY OF STATE		POSTAL DELIVERING OFFICE OCT 24 4 30 PM 1960	
INSURANCE: This mail is insured by the Government. If loss or damage occurs, compensation will be paid by the Government. If you wish to insure your mail for more than the Government limit, you may do so by purchasing additional insurance from the Post Office.			
REGISTERED NO. 72237		NAME OF SENDER SECRETARY OF STATE	
CERTIFIED NO.		STREET MONTGOMERY, ALABAMA	
INSURED NO.		CITY, ZONE AND STATE	