

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

Post Office Box 298

WHITEHALL 3-3601

September 29, 1961

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

Re: David Golden and Farmers and
Merchants Bank
Vs: Creola Pettibone
At Law, No. 4710

Dear Mrs. Duck:

I enclose the promissory note which is foundation of the above suit. Plaintiffs are, I believe, entitled to judgment by default.

Please place the file before Judge Hall for judgment of \$330.00, including attorney's fee, and send me a certificate of judgment.

Thank you.

Sincerely,


James A. Brice

JAB:j
cc: Mr. E. Frank Sanders
Foley, Alabama

DAVID GOLDEN AND
FARMERS & MERCHANTS BANK,

PLAINTIFFS

VS

CREOLA PETTIBONE

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW, NO. _____

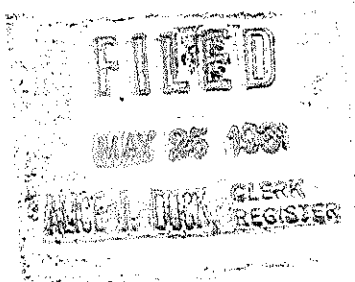
COMPLAINT

The Plaintiffs claim of the Defendant the sum of Two Hundred Seventy-five and NO/100 (\$275.00) Dollars, due by promissory note made by the Defendant on the 12th day of August 1960, and payable on March 11, 1961, with interest from March 11, 1961, at the rate of eight (8%) per cent per annum.

Plaintiffs aver that in and by the terms of said note the Defendant waived all right to exemption under the constitution and laws of the State of Alabama, and of this waiver Plaintiffs now claim benefit.

Plaintiffs further aver that in and by the terms of said note, the Defendant agreed to pay all cost of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the Plaintiffs further claim of the Defendant the further and additional sum of Fifty-five (\$55.00) Dollars, as such reasonable attorney's fee.


Attorney for Plaintiff



MOORE PRINTING COMPANY - BAY MINETTE, ALA.

Circuit Court, Baldwin County

No. _____

TERM. 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon Creola Pettibone

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 _____

Creola Pettibone Defendant

by David Golden & Farmers & Merchants Bank

Plaintiff_ _ _

Witness my hand this 25 day of Jan 1961

_____, Clerk

No. 4710

Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

David Golden and Farmers

& Merchants Bank

Plaintiffs

vs.

Creola Pettibone

Defendants

Summons and Complaint

Filed 5-25 1961

Price French Clerk

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Foley, Alabama

Received In Office

May 23, 1961
Taylor Wilkins
Sheriff.

I have executed this summons

this May 31 1961
by leaving a copy with

Creola Pettibone

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY

Chadwick
DEPUTY SHERIFF

Taylor Wilkins
Sheriff.

Charles L. ...
Deputy Sheriff.

Foley

ORIGINAL
NEGOTIABLE

No. _____

\$ 405.00 8/12/1960 19__

For value received the undersigned, jointly and severally, promise to pay to the order of
New Deal Motor Co. Foley, Ala.

the sum of Four Hundred Five & NO/100 ----- DOLLARS

payable in 40 equal consecutive { weekly^X
monthly } instalments of \$ 10.00 each and 1 equal

consecutive { weekly^X
monthly } instalments of \$ 5.00 each, beginning 8/20/1960, 19__, at the

office of the New Deal Motor Co. Foley, Ala., with interest at 8 per cent per annum
after maturity until paid, together with a reasonable attorney fee, if given after maturity to an attorney for collection.

THIS NOTE is given for part of purchase price of 1953 Oldsmobile 2 dr. Hd Top

Motor No. 538M98798 Ala. 60 Tag No. 2-44184

Creola Pettibone (Seal)
Creol. Pettibone Dealer Sign Here

Serial No. _____ By _____ Title _____

Street Address _____

Trade 52 Oldsmobile 528M29911

Purchase price \$ 595. Less down payment of \$ 295. { Plus finance charge \$ 50.00
Plus insurance \$ 55.00 } Unpaid Balance due \$ 405.00
\$100. Ded. Gilbert Ins. Agency

It is expressly agreed that the title to and ownership of all aforescribed property shall be and remain in

New Deal Motor Co. Foley, Ala.

herein known as dealer, or assigns, until the full purchase price thereof shall be paid in cash; and said merchandise shall remain personal property and not become a part of the realty or of any personal property to which it may be attached. Undersigned agrees that if this agreement be assigned assignee's rights shall be independent of any claim by undersigned against you. In case of any default in the payment of any installments due on this or either of said notes, or of any interest due or to become due thereon, the undersigned agrees to pay the dealer or assigns all costs of collection and in addition a reasonable attorney's fee if said note is given to an attorney for collection, and upon default in the payment of said note or notes or any instalment or any interest thereon the said note or notes shall be and become immediately due and payable in its or their entirety, and without notice the said dealer or assigns may retake the aforescribed property with or without legal process, and without being liable in any action therefor, and in any such event all payments theretofore made upon account of the said note or notes, or either of them, shall be retained by the said dealer or assigns and shall be deemed as compensation paid for by the use of said property by the maker or makers hereof. It is further expressly agreed that the said dealer or assigns may bring suit upon this or either of said notes, without waiving or affecting his, or their title to said property, and in that event or the event of any default where action be taken either by recovery of the property or other legal action, the said dealer, or assigns, shall have the right to recover in said suit or suits, in addition to the balance due on said note or notes and all interest thereon, all cost of collection and reasonable attorney's fees and commissions for such collection. It is understood and agreed that all rights and remedies hereunder are cumulative and not alternative. All rights of exemption and homestead laws, are hereby waived by the undersigned. It is further agreed that no renewal of this or either of said notes or the taking of additional security therefor shall be held to affect the title to said property as herein reserved to said dealer, or assigns. The undersigned further agrees to take good care of said merchandise and to be responsible for its loss by fire, theft or other casualty, and not to remove said merchandise from the street address of the undersigned shown hereon unless written consent is first obtained of you or your assigns. After the maturity of the said notes or notes, or either of them, the said dealer or assigns, shall have the right to insure and keep the aforescribed property insured in the sum of at least the aggregate amount remaining due upon all or any of the said notes, and the maker or makers hereof agree to pay in addition to all sums due hereunder and any other notes of the same series, the premiums due and to become due upon and under said policies of insurance, and said premium shall be a proper claim in any legal action taken to enforce collection of this note or any others of the same series, and the maker or makers hereof expressly agree to pay the same. It is further understood and agreed that no other agreement, guaranty or warranty, verbal or written, expressed or implied, shall limit or qualify the terms of this note and contract. Any part of this agreement contrary to the laws of this state shall not invalidate other parts of this agreement.

P. O. Address Gen. Del. Foley, Ala.

Creola Pettibone (Seal)
Creola Pettibone Dealer Sign Here

Witnesses: 1. _____ By _____ Title _____

2. _____

FOR VALUE RECEIVED, I/we, hereby sell, assign and transfer—with full recourse—to Farmers & Merchants Bank
Foley, Ala.

its successors, and assigns, the above contract and all right, title and interest in and to the property therein described, and all rights and remedies thereunder, including the right to collect all installments due thereon and the right either in assignee's own behalf or in our name, to take all such proceedings, legal or otherwise, as we might have taken, save for this assignment; and warrant that the contract is genuine, enforceable, and the only contract executed for the equipment described therein; that all statements therein contained are true; that the equipment has been delivered and accepted; and warrant the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance in the event of non-payment by the customer of any sum at its due date or of any other default by the customer without first requiring assignee to proceed against said customer. We agree that assignee may audit our books and records relating to paper sold to it and agree that without notice to us and without releasing our liability assignee may release any rights against and grant extensions of time of payment to the customer and we waive presentment and demand for payment, protest or notice of protest. We shall have no authority, without assignee's prior written consent, to vary or modify the terms of the contract.

WITNESSES:

Hand Gold (Seal)
Dealer Sign Here

1. _____ By _____ Title _____

2. _____

Every endorser by endorsing this note waives
presentment for payment, protest and notice
of protest and non-payment.

WITH FULL RECOURSE

PAY TO THE ORDER OF

 (Seal)
DEALER SIGN HERE

TITLE

HARLAND - ATLANTA