

LYONS, PIPES & COOK

ATTORNEYS AT LAW

517 FIRST NATIONAL BANK BUILDING

MOBILE 8, ALABAMA

JOSEPH H. LYONS (1900-1957)

SAM W. PIPES, III

WALTER M. COOK

FRANK T. POPE, JR.

GORDON B. KAHN

IRWIN W. COLEMAN, JR.

May 23, 1962

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

Re: Cagle, Jones and Wainwright v. U. S. Land Development
Corporation in the Circuit Court of Baldwin County,
Alabama, Case No. 5085.

Dear Mrs. Duck:

We enclose herewith a Motion for Default Judgment on the Complaint in the above mentioned cause along with the original promissory note of the corporation. It would be greatly appreciated if you would call the file to Judge Hall's attention so that a judgment by default may be entered. The amount of the judgment in full will be \$2,452.21 as alleged in the Complaint. Should you desire anything further on our part, kindly let us know by writing or calling us collect.

Many thanks for the courtesy which you have shown us.

Very truly yours,

LYONS, PIPES AND COOK


Gordon B. Kahn

GBK:mb

REGISTERED MAIL
RETURN RECEIPT REQUESTED

LYONS. PIPES AND COOK
ATTORNEYS-AT-LAW
516-519 FIRST NATIONAL BANK BUILDING
HE 2-4484 P. O. BOX 265
MOBILE, ALABAMA

JOSEPH H. LYONS (1900-1957)
SAM W. PIPES, III
WALTER M. COOK
FRANK T. POPE, JR.
GORDON B. KAHN
IRWIN W. COLEMAN, JR.

May 23, 1962

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

Re: Cagle, Jones and Wainwright v. U. S. Land Development
Corporation in the Circuit Court of Baldwin County,
Alabama, Case No. 5085.

Dear Mrs. Duck:

We enclose herewith a Motion for Default Judgment on
the Complaint in the above mentioned cause along with
the original promissory note of the corporation. It
would be greatly appreciated if you would call the file
to Judge Hall's attention so that a judgment by default
may be entered. The amount of the judgment in full will
be \$2,452.21 as alleged in the Complaint. Should you
desire anything further on our part, kindly let us know
by writing or calling us collect.

Many thanks for the courtesy which you have shown us.

Very truly yours,

LYONS, PIPES AND COOK

Gordon B. Kahn

GBK:mb

REGISTERED MAIL
RETURN RECEIPT REQUESTED

LYONS, PIPES & COOK

ATTORNEYS AT LAW

517 FIRST NATIONAL BANK BUILDING

MOBILE 8, ALABAMA

March 21, 1962

JOSEPH H. LYONS (1900-1957)
SAM W. PIPES, III
WALTER M. COOK
FRANK T. POPE, JR.
GORDON B. KAHN
IRWIN W. COLEMAN, JR.

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


Re: Cagle, Jones and Wainwright v. U. S. Land Development
Corporation

Dear Mrs. Duck:

We enclose herewith an original and one copy of a complaint
of Cagle Jones and Wainwright v. U. S. Land Development
Corporation. We respectfully request that you file the
complaint and return the copy to us marked filed.

Very truly yours,

LYONS, PIPES AND COOK


Gordon B. Kahn

GBK:MB

Encl.

September 1, 1961

Mobile, Alabama

Mobile, Alabama

For value received the undersigned jointly and severally promise to pay to ~~xxx~~ Cagle, Jones and Wainwright, Inc. or order, the principal sum of Three Thousand Nine and 61/100 (\$3,009.61) Dollars, with interest thereon from date, at the rate of Six (6%) Per cent per annum. The said principal and interest shall be payable at the banking house of First National Bank of Mobile, Mobile, Alabama in monthly installments as follows, namely:

Two Hundred and Fifty (\$250.00) Dollars per month beginning October 1, 1961 and one installment on the 1st day of each month thereafter until the entire principal sum, with interest thereon is paid in full. The said installments of \$250.00 are to be applied first to the payment of interest at the rate of Six (6%) per cent on the principal sum of Three Thousand Nine and 61/100 (\$3,009.61) Dollars or so much thereof as from time to time remains unpaid and the balance to be applied on account of principal.

Each maker and endorser waives the right of exemption under the Constitution and laws of Alabama, and each maker and endorser waives demand, protest, and notice of protest and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date due thereof.

~~xxxx~~ This note is to be construed according to the laws of the State of Alabama ~~xxxxxx~~

Upon failure to pay any installment of principal and/or interest when due or if any of the conditions and requirements in said ~~XXXXXX~~ ~~XX~~ be not complied with the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Privilege is given to make additional payments on said principal sum at any interest payment date; such additional payments, however, to be made in multiples of

U. S. LAND DEVELOPMENT CORPORATION

Richard P. Freeman (Seal)
President
Stephen L. Marrow (Seal)
Secretary

(Corporate Seal)

CAGLE, JONES AND WAINWRIGHT,
INC., A Corporation,

Plaintiff,

-vs-

U. S. LAND DEVELOPMENT CORPORATION,
A Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 5085

Comes now the Plaintiff in the above styled cause and shows unto this Court that a summons and complaint was heretofore issued out of this Court in the above styled cause, directed to U. S. Land Development Corporation, a corporation, the defendant herein, ordering U. S. Land Development Corporation, a corporation, to appear and plead, answer or demur, within thirty (30) days from the service thereof to the complaint in this cause, and that a copy of said summons was personally served on Dickey Dryer as an agent of U. S. Land Development Corporation, a corporation, on April 10th, 1962, and that more than thirty (30) days have passed and that the defendant, U. S. Land Development Corporation, a corporation, has to the day hereof failed to plead, answer or demur to said complaint; WHEREFORE, plaintiff moves that a judgment by default be entered against the defendant.

This 23rd day of May, 1962.

Lions, Pipes and Cook
LIONS, PIPES AND COOK
Attorneys for the Plaintiff.

CAGLE, JONES AND WAINWRIGHT,
INC., A Corporation,

Plaintiff,

-vs-

U. S. LAND DEVELOPMENT CORPORATION,
A Corporation,

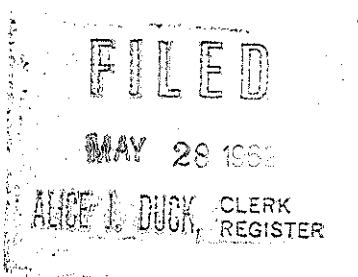
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 5085

Comes now the Plaintiff in the above styled cause and shows unto this Court that a summons and complaint was heretofore issued out of this Court in the above styled cause, directed to U. S. Land Development Corporation, a corporation, the defendant herein, ordering U. S. Land Development Corporation, a corporation, to appear and plead, answer or demur, within thirty (30) days from the service thereof to the complaint in this cause, and that a copy of said summons was personally served on Dickey Dryer as an agent of U. S. Land Development Corporation, a corporation, on April 10th, 1962, and that more than thirty (30) days have passed and that the defendant, U. S. Land Development Corporation, a corporation, has to the day hereof failed to plead, answer or demur to said complaint; WHEREFORE, plaintiff moves that a judgment by default be entered against the defendant.

This 23rd day of May, 1962.



Lyons, Pipes and Cook
LYONS, PIPES AND COOK
Attorneys for the Plaintiff.

CAGLE, JONES AND WAINWRIGHT,
INC., A Corporation,

Plaintiff,

-vs-

U. S. LAND DEVELOPMENT CORPORATION,
A Corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 5085

The plaintiff claims of the defendant the sum of to-wit:

Two Thousand Forty-four and 21/100 (\$2,044.21) Dollars, the balance
due by promissory note executed by the Defendant, on to-wit, the
1st day of September, 1961 and payable as follows, namely:

Two Hundred and Fifty (\$250.00) Dollars per month beginning
October 1, 1961 and one installment on the 1st day of
each month thereafter until the entire principal sum,
with interest thereon is paid in full. The said install-
ments of \$250.00 are to be applied first to the payment
of interest at the rate of Six (6%) per cent on the
principal sum of Three Thousand Nine and 61/100 (\$3,009.61)
Dollars or so much thereof as from time to time remains
unpaid and the balance to be applied on account of principal.

Plaintiff avers that the defendant has defaulted in the payment of
installments of said note in that no payment has been made since
December 1st, 1961 and that under the terms of said note, the plaintiff
has declared the entire balance due and payable.

Plaintiff further avers that in said note and as a part of the
consideration thereof, the defendant waived demand, protest and
notice of maturity, non-payment or protest and all requirements necessary
to hold it liable as maker and plaintiff further avers that in said
note and as a part of the consideration the defendant agreed to
pay a reasonable attorney's fee, which plaintiff alleges and claims
to be, Four Hundred and Eight (\$408.00) Dollars.

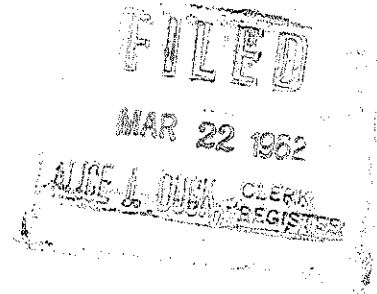
WHEREFORE, the plaintiff claims of the defendant the sum of

to-wit: Two Thousand Four Hundred Fifty-two and 21/100 (\$2,452.21)
Dollars with interest thereon at the rate of Six (6%) per cent per
annum.

LYONS, PIPES AND COOK
Attorneys for the Plaintiff

By: *John B. Kal*

Defendant may be served at its office
on Mobile Bay Causeway, Baldwin County, Alabama.



SUMMONS AND COMPLAINT

Baldwin Times

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 U. S. Land Development Corporation, A Corp.

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 _____

U. S. LAND DEVELOPMENT CORP, A Corp

_____, Defendant_____

by Cagle, Jones and Wainwright, Inc. A Corp

_____, Plaintiff_____

Witness my hand this 22nd day of March 19 62

Alvin J. Smith Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

CAGLE, JONES AND WAINWRIGHT

INC. A CORP

Plaintiffs

vs.

U. S. LAND DEVELOPMENT CORPORATION,

A Corp

Defendants

SUMMONS and COMPLAINT

Filed 3-22, 1962

Alice J. Duck, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

_____, 19____

_____, Sheriff

I have executed this summons

this 4-10, 1962

by leaving a copy with

Dikey Dyer

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY W.C. Garner
DEPUTY SHERIFF

Taylor Wilkins Sheriff
W.C. Garner Deputy Sheriff
Thompson