

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>CITIZENS TRUST BANK,</b>	)	
<b>PLAINTIFF,</b>	)	
<b>VS.</b>	)	<b>2:13-cv-1668-JHH</b>
<b>SAMUEL C. LETT; CONSTANCE</b>	)	
<b>J. LETT; and BAR “L” RANCH,</b>	)	
<b>INC.,</b>	)	
<b>DEFENDANTS.</b>	)	

**MEMORANDUM OF DECISION**

On July 14, 2015, the court determined that no material issue of fact remained in this case and that Plaintiff Citizens Trust Bank was entitled to judgment as a matter of law as to the breach of contract claim alleged in the Complaint. (Doc. #38). The court ordered Plaintiff to file an accounting detailing the amount currently owed on the loan before the court entered final judgment.

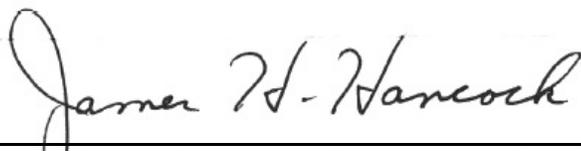
On July 28, 2015, Plaintiff filed the required Accounting (Doc. # 39), with attached affidavits, in accordance with the court’s July 14, 2015 Memorandum of Decision. (Doc. #38.) Although given the opportunity to do so, (see id. at 10-11), Defendants did not file a reply to Plaintiff’s accounting.

The affidavit testimony establishes that the monetary damages due and owing

on the Promissory Note totals \$91,136.13<sup>1</sup> as of July 28, 2015, consisting of the following: (1) \$60,333.81 in principal; (2) \$12,142.84 in late fees; and (c) \$18,659.48 in interest.<sup>2</sup> (See Exh. 1 to Doc. # 39.) Citizens Trust Bank also seeks attorneys fees and costs, in accordance with the Note, in the total amount of \$12,681.69, which consists of the following: (1) \$8,968.50 in attorneys' fees and (2) \$3,713.19 in expenses. (See Exh. 2 to Doc. #39.)

Based upon the findings of the court in its July 14, 2015 decision (see doc. #38), the affidavit testimony before the court, and the lack of response by Defendants, the court finds that the sums requested are warranted under the Promissory Note. The court also finds that the attorneys fees and expenses are reasonable. The court will entered a final order in accordance with this opinion.

**DONE** this the 12th day of August, 2015.

  
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SENIOR UNITED STATES DISTRICT JUDGE

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<sup>1</sup> Although the affidavit states the total amount owed is \$91,360.64, but the principal, late fees and interest stated actually total \$91,136.13.

<sup>2</sup> Interest is currently accruing on the note at a per diem rate of \$17.27.

