

SUMMONS AND COMPLAINT

The State of Alabama { No.
Baldwin County

Circuit Court

May 16th, 1916

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon H. Tietgen

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 him the Defendant

by Swift and Company, a Corporation,

Plaintiff

Witness my hand this 16th day of May 1916

J. W. Beckman Clerk.

COMPLAINT

Plaintiff Versus

The plaintiff claims of the defendant

Dollars due by

Plaintiff's Attorney.

Original

COURT OF ALABAMA,
DAKOTA COUNTY.
CIRCUIT COURT

W. H. Tietgen and Company, Inc.
vs. *H. Tietgen*
Plaintiffs
Defendants

RETURN AND COMPLAINT

May 16th, 1916
Richardson Clerk
Defendant lives at
Emerdale
Millan and Grayson.
Plaintiff's Attorney
Defendant's Attorney
Print, Bay Minette

Received in office

May 16th, 1916

O. B. Leubanks Sheriff

I have executed this Writ

this *May 19th* 1916
by leaving a copy of the within summons and complaint
with

H. Tietgen

O. B. Leubanks Sheriff
J. T. Hayes Deputy Sheriff.

1915-95

3942

Sumnerdale, Ala. June 1st 1915

November 1st after date, without grace, I promise to pay to the order of Swift & Co., Ltd., Harvey, La.

One Hundred Ninety Five & 95/100 DOLLARS, for value received, in gold coin of the United States of the present standard of weight and fineness, with interest after maturity until paid at the rate of 8 per cent.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suits or otherwise. And the maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on and after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

H. Taitgen

H. Taitgen

Payable at
155397

101 X Commercial St. New York 101

promise to pay to the order of Swift & Co. Ltd., Harvey
after date, without grace

for value received, in gold coin of the United States of the present standard of weight and fineness, with interest after maturity until paid at the rate of 8 per cent.

The holder of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt in any remedy therefor, all rights to exemption under the Constitution and laws of Alabama, as to personal property, and they each severally agree to pay all costs of collecting, or securing, or obtaining to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note hereby waives his right to demand, presentment, protest, notice of protest and other requirements necessary to hold them, and they authorize the bank in which this note is payable to debit the debt in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

DOLLARS

1000

1000

1000

1000

1000

1000

11/14/15

1000

11.66
11.95
15.00
99.61

11.66
11.95
15.00
99.61

11.66
11.95
15.00
99.61