

SWIFT & COMPANY.
A CORPORATION.
PLAINTIFF.

VS.

W. H. MOUNTAIN.
DEFENDANT.

Plaintiff claims of defendant \$80.70 due by promissory note dated July 20th.1914, and payable November 1st. after date, with interest.

Plaintiff claims of defendant the further sum of \$12.00 reasonable attorneys fees provided for in the collection of said note.

~~Plaintiff alleges that defendant in said note~~
and as part thereof waived exemptions as to personal property.

W. H. Mountain
ATTORNEYS FOR PLAINTIFF.

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 W.H. Mountain

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, the Plaintiff

Witness my hand this 16th day of May 1916

T. W. Rice Clerk.

COMPLAINT

Plaintiff Versus _____

The plaintiff claims of the defendant

_____ Dollars due by

Plaintiff's Attorney.

Original

STATE OF ALABAMA,

BALDWIN COUNTY.

CIRCUIT COURT

Swift and Co,

vs.

Plaintiffs

W. H. Mountain

Defendants

SUMMONS AND COMPLAINT

May 16th, 1916

Dr. Richerson

Clerk

Defendant lives at

Summerdale,

Mc Millan and Grayson

Plaintiff's Attorney

Defendant's Attorney

Times Print, Bay Minette

Received in office

May 16th, 1916

O. E. Eubanks

Sheriff

I have executed this Writ

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

W. H. Mountain

O. E. Eubanks

Sheriff

O. B. Richerson

Deputy Sheriff.

\$ 80.70

Sumnerdale Ala July 20th

4445

November 1st

191

the order of Swift & Co., Harvey, La.

after date, without grace,

I

promise to pay to

Eighty & 70/100

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.

Payable at

W. H. Mountain