

CHASON & STONE  
ATTORNEYS AT LAW  
BAY MINETTE, ALABAMA

JOHN CHASON  
NORBORNE C. STONE

February 25, 1956

PHONE 3641

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

Dear Mrs. Duck:

Re: Peoples Fertilizer Company vs.  
A. B. McDill - No. 2773

Will you please enter an order dismissing the above case. I am enclosing herewith my check payable to you in the sum of Ten Dollars and Seventy Cents as the amount of Court costs due in such case.

Yours very truly,

CHASON & STONE

BY: 

JC:lj  
Encl:1

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE.

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon A. B. McDill to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of Peoples Fertilizer Company, A Corporation.

Witness my hand this 9th day of November, 1955.

*Arise J. ...*  
Clerk.

PEOPLES FERTILIZER COMPANY, A Corporation,

Plaintiff,

vs.

A. B. McDILL,

Defendant.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW.

COUNT ONE:

The Plaintiff claims of the Defendant the sum of Twelve Hundred Dollars (\$1200.00) due by promissory note made by him/<sup>on</sup>to-wit; February 19, 1951, and payable on, to-wit; September, 1951, which sum of money together with interest thereon from October 1, 1951, is due and unpaid.

The Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting, or securing or attempting to collect or secure such debt, including a reasonable attorneys' fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendant the farther and additional sum of Two Hundred Twenty-five Dollars (\$225.00) as such attorneys' fee.

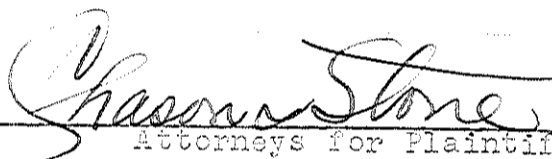
The Plaintiff further avers that in, by and as a part of said note the Defendant waived as to this debt or any renewal thereof, all rights to exemption under the Constitution and Laws of Alabama as to personal property and of this waiver the Plaintiff now claims the benefit.

COUNT TWO:

The Plaintiff claims of the Defendant the further and additional sum of Six Hundred Ninety-three and 58/100 Dollars (\$693.58) due from him by account, on, to-wit; November 12, 1954, which sum of money with interest thereon is due and unpaid.

COUNT THREE:

The Plaintiff claims of the Defendant the sum of Six Hundred Ninety-three and 58/100 Dollars (\$693.58) for merchandise, goods and chattels sold by the Plaintiff to the Defendant, on, to-wit; from October 23, 1948, to September 30, 1954, which sum of money together with interest thereon from September 30, 1954, is due and unpaid.

  
Attorneys for Plaintiff.