

SUMMONS AND COMPLAINT

STATE OF ALABAMA  
BALDWIN COUNTY

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NO. \_\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. H. McGee, 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 G. H. McGee, Defendant, by Guerry L. Washington, Plaintiff.

Witness my hand this 7 day of <sup>AUG</sup>~~July~~, 1962.

*Alice J. Duck*  
Clerk, Circuit Court  
Baldwin County, Alabama

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GUERRY L. WASHINGTON,  
Plaintiff,

VS.

G. H. McGEE,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5231

BILL OF COMPLAINT

COUNT ONE:

The plaintiff, as assignee of Baldwin County Bank, of Bay Minette, Alabama, claims of the defendant Two Hundred Ten and 60/100 Dollars (\$210.60), due by promissory note made by him on the 23rd day of October, 1961, and payable on the 25th day of November, 1961, with interest thereon, together with counsel fees and costs for collecting.

COUNT TWO:

The plaintiff, as assignee of Baldwin County Bank, of Bay Minette, Alabama, claims of the defendant the sum of Two Hundred Ten and 60/100 Dollars (\$210.60) due by promissory note made by him on the 23rd day of October, 1961, for the original sum of Two Hundred Ten and 60/100 Dollars (\$210.60), and payable on the 25th day of November, 1961; and the plaintiff alleges that the

defendant defaulted in the payment when due on the 25th day of November, 1961; and the plaintiff avers that in said note and as a part of the consideration thereof, the defendant expressly waived his right to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agreed to pay all costs of collection thereof, including a reasonable attorney's fee, which reasonable attorney's fee the plaintiff claims in the sum of Sixty-three and 30/100 Dollars (\$63.30).

*Gerry L. Washington*  
Attorney For Plaintiff

FILED

AUG 7 1962

ALICE J. DUCK, CLERK  
REGISTER

*Exp-8-20-62*

AFFIDAVIT ON NON-RESIDENCE

STATE OF ALABAMA

BALDWIN COUNTY

I, Kenneth Cooper, Attorney for Plaintiff in the case of Guerry L. Washington, Plaintiff, vs. G. H. McGee, Defendant, in the Circuit Court of Baldwin County, Alabama, swear that to the best of my knowledge, information and belief the said defendant, G. H. McGee, is over twenty-one years of age; is a non-resident of the State of Alabama; and that the said G. H. McGee's residence and mailing address is c/o Watt Brock, P. O. Box 546, Tallulah, Louisiana. And I further desire that this service be conducted under the provisions of Title 7, Section 340, sub-sections (1), (2), and (3), Code of Alabama, Recompiled 1958.

Kenneth Cooper  
Attorney for Plaintiff

Sworn to and subscribed before me this 7 day of August, 1962.

Alvin J. Adams  
Clerk, Circuit Court  
Baldwin County, Alabama

5231

1548

RECEIVED IN OFFICE  
AUG 20 1962  
M. S. BUTLER, Sheriff

(3)

Executed by serving 3 copies of  
the within on Betty Frank  
Secretary of State of The State of  
Alabama,

This the 20 day of Aug 1962

Sheriff of Montgomery County  
M. S. Butler,  
By Ramona D. S.

The Sheriff claims 2  
miles at 10c per mile for a total  
of 20  
M. S. Butler, Sheriff  
Montgomery County, Ala.

RECEIVED IN OFFICE  
AUG 20 1962  
M. S. BUTLER, Sheriff

August 30, 1962

GUERRY L. WASHINGTON, Plaintiff  
VS  
G. H. McGEE, Defendant

IN THE CIRCUIT COURT OF BALDWIN COUNTY,  
ALABAMA AT LAW

CASE NO. 5231

TO THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW:

I, Bettye Frink, Secretary of State, hereby certify that on August 20, 1962  
I sent by registered mail in an envelope addressed as follows:

" G. H. McGee  
c/o Watt Brock  
P.O. Box 546  
Tallulah, Louisiana"

"Registered Mail—  
Return Receipt Requested  
Deliver to Addressee Only"

bearing sufficient and proper prepaid postage, a notice bearing my signature and the Great Seal of the State of Alabama in words and figures as follows:

" G. H. McGee  
c/o Watt Brock  
P.O. Box 546  
Tallulah, Louisiana

You will take notice that on August 20, 1962 the Sheriff of Montgomery  
County, Alabama, served upon me, in my official capacity, summons and complaint <sup>and Affidavit</sup> in a  
case entitled: GUERRY L. WASHINGTON, Plaintiff VS G. H. McGEE, Defendant

in the CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW and Affidavit  
Case No. 5231 a true copy of which summons and complaint is attached hereto  
and the said service upon me as Secretary of State of the State of Alabama has the force and  
effect of personal service upon you, being under provisions of Title 7, Section 340 (1),  
(2) & (3) of the 1940 Code of Alabama and Supplement thereto.  
WITNESS MY HAND and the Great Seal of the State of Alabama this the 20  
day of August 1962

Enclosure (1)

(Signed) Bettye Frink  
Secretary of State"

I further certify that the notice above set out which was so mailed in the envelope addressed  
as above set forth had attached to it a true copy of the summons and complaint in the above-styled  
cause.

I further certify that on Aug 24 1962 I received the return card, showing  
receipt by the designated addressee of the aforementioned matter at Tallulah La.  
on date not given

WITNESS MY HAND and the Great Seal of the State of Alabama this the 30 day  
of August 1962

*Bettye Frink*  
Bettye Frink  
Secretary of State

Enclosures: Return Receipt Card and copy  
of Summons and Complaint and Affidavit  
cc: H n. Kenneth Cooper  
Attorney at Law  
109 E. 1st St.  
Bay Minette, Ala.

SUMMONS AND COMPLAINT

STATE OF ALABAMA  
BALDWIN COUNTY

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NO. \_\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon G. H. McGee, 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 G. H. McGee, Defendant, by Guerry L. Washington, Plaintiff.

Witness my hand this 7 day of ~~July~~<sup>AUG</sup>, 1962.

  
Clerk, Circuit Court  
Baldwin County, Alabama

\*\*\*\*\*

GUERRY L. WASHINGTON,  
Plaintiff,  
VS.  
G. H. McGEE,  
Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5231

BILL OF COMPLAINT

COUNT ONE:

The plaintiff, as assignee of Baldwin County Bank, of Bay Minette, Alabama, claims of the defendant Two Hundred Ten and 60/100 Dollars (\$210.60), due by promissory note made by him on the 23rd day of October, 1961, and payable on the 25th day of November, 1961, with interest thereon, together with counsel fees and costs for collecting.

COUNT TWO:

The plaintiff, as assignee of Baldwin County Bank, of Bay Minette, Alabama, claims of the defendant the sum of Two Hundred Ten and 60/100 Dollars (\$210.60) due by promissory note made by him on the 23rd day of October, 1961, for the original sum of Two Hundred Ten and 60/100 Dollars (\$210.60), and payable on the 25th day of November, 1961; and the plaintiff alleges that the

defendant defaulted in the payment when due on the 25th day of November, 1961; and the plaintiff avers that in said note and as a part of the consideration thereof, the defendant expressly waived his right to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agreed to pay all costs of collection thereof, including a reasonable attorney's fee, which reasonable attorney's fee the plaintiff claims in the sum of Sixty-three and 30/100 Dollars (\$63.30).

*Curry L. Washington*  
Attorney for Plaintiff

FILED

AUG 7 1962

ALICE I. DUCK, CLERK  
REGISTER

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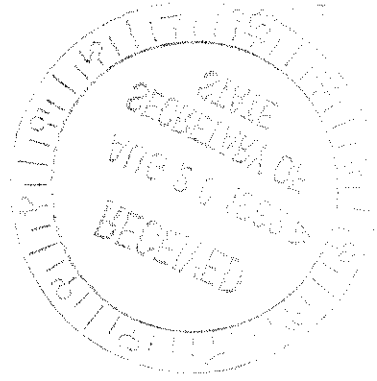
*Querry L. Washington*  
Attorney for Plaintiff

FILED

AUG 7 1962

ALICE I. DUCK, CLERK  
REGISTER





AFFIDAVIT OF NON-RESIDENCE

STATE OF ALABAMA

BALDWIN COUNTY

I, Kenneth Cooper, Attorney for Plaintiff in the case of  
Guerry L. Washington, Plaintiff, vs. G. H. McGee, Defendant, in  
the Circuit Court of Baldwin County, Alabama, swear that to the  
best of my knowledge, information and belief the said defendant,  
G. H. McGee, is over twenty-one years of age; is a non-resident  
of the State of Alabama; and that the said G. H. McGee's residence  
and mailing address is c/o Watt Brock, P.O. Box 546, Tallulah,  
Louisiana. And I further desire that this service be conducted  
under the provisions of Title 7, Section 340, sub-sections (1),  
(2), and (3), Code of Alabama, Re-complied, 1958.

Kenneth Cooper  
Attorney for Plaintiff

Sworn to and subscribed before me this 7 day of August, 1962.

W. H. H. H. H.  
Clerk, Circuit Court  
Baldwin County Alabama

6  
No. 6  
Due  
HARLAND-ATLANTA  
Stockton, Ala.

Attention: (G. H. McGee)

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debt secured hereby shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property, I do hereby certify that all of the above property is free from all liens and incumbrances and we are 21 years of age at the date of this contract.

Baldwin County, Alabama, or elsewhere, also  
Baldwin County, Alabama.  
Five thousand pounds of tobacco grown by me in Loxley.  
description, raised during the year 1961  
by us or under our direction, including all rents due or to become due as for the year 1961 in Baldwin  
All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and this note, hereby, grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:  
and to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at or before the payment of said bank belonging to the maker, surety, guarantor, or any one of them.  
And hereby waive all right of exemption as to personal property against the payment of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in account fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in or order.  
Payable at Baldwin County Bank, Bay Minette, Alabama.  
Two hundred ten and 60/100  
On the 25th day of November, 1961 for value received I promise to pay to BALDWIN COUNTY BANK, DOLLARS  
October 23, 1961  
BAY MINETTE, ALA.

GUERRY L. WASHINGTON VS. G. H. MCGEE

#1 INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver ONLY to Addressee ☐ Show address where delivered 5231

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

*G. H. McGee*

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DELIVER TO ADDRESSEE ONLY

DATE DELIVERED ADDRESS WHERE DELIVERED (only if requested in item #1)

65-15-71540-4-1-60

# 31322  
L/R

205.25  
1.50  
.42  
3.43

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt 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 or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any of them. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

Guerry L. Washington (Seal)  
Guerry Washington,

(Seal)

(Seal)

STATE OF ALABAMA  
BALDWIN COUNTY

FOR VALUE RECEIVED we hereby transfer, setover, assign, and deliver to Guerry Washington the within Chattle Mortgage and the indebtedness it was given to secure,  
WITHOUT RECOURSE

this 2nd day of February, 1962

BALDWIN COUNTY BANK

by

President