

MAX M. FOREMAN

PLAINTIFF

VS

RICHARD V. WARD

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

COMPLAINT

530

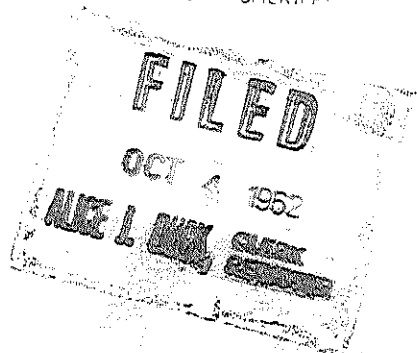
The Plaintiff claims of the Defendant the sum of Three Hundred seventy-six (\$376.00) Dollars, due by promissory note made by the Defendant on the 4th day of August 1961, and payable on the 5th day of December 1961, with interest from April 1, 1962, at the rate of eight (8%) per cent per annum.

The Plaintiff claims of the Defendant the sum of Three Hundred seventy-six (\$376.00) dollars, due by promissory note made by the Defendant on the 4th day of August 1961, and payable on the 5th day of December 1961, with interest from April 1, 1962, at the rate of eight (8%) per cent per annum.

Plaintiff avers that in and by the terms of said note the Defendant waived all right to exemption under the constitution and laws of the State of Alabama, and of the waiver Plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of Sixty (\$60.00) Dollars, as such reasonable attorney's fee.

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY Sheriff
DEPUTY SHERIFF



James A. [Signature]
Attorney for Plaintiff

Received 4 day of Oct 1962
and on 8th day of Oct 1962
I served a copy of the within J & C
on Richard V. Ward

By service on _____

TAYLOR WILKINS, Sheriff
By Fred [Signature] D. S.
F. [Signature]

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon Richard V. Ward

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 _____

_____ Richard V. Ward _____, Defendant _____

by _____ Max M. Foreman _____

_____, Plaintiff _____

Witness my hand this 4 day of Oct 1962

Reis Louch _____, Clerk

No. 5317

Page _____

STATE of ALABAMA
Baldwin County
CIRCUIT COURT

Max M. Foreman

Plaintiffs

vs.

Richard V. Ward

Defendants

Summons and Complaint

FILED

Filed

00

1962

19

ALICE ALICE J. DUCK, CLERK

REGISTER

Clerk

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Fairhope, Alabama

Received In Office

_____, 19_____

Sheriff.

I have executed this summons

this _____

19_____

by leaving a copy with

Sheriff.

Deputy Sheriff.

JAMES A. BRICE

ATTORNEY AT LAW
FOLEY, ALABAMA

P.O. Box 298

WHITEHALL 3-3601

February 11, 1963

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

Re: Max M. Foreman
Vs: Richard V. Ward
At Law No. 5317

Dear Mrs. Duck:

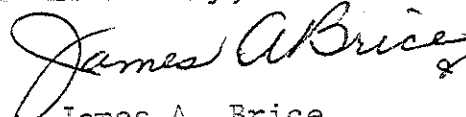
My records indicate that Plaintiff is entitled to a judgment by default.

The promissory note, which is the basis of suit, is enclosed. Please place the file before Judge Hall for a judgment by default for \$677.00 principal, \$106.34 interest, \$120.00 attorney fee, a total of \$903.34 less credits to date in the amount of 736.50, making a total of \$166.84, which should be the amount of the judgment.

I shall appreciate a certificate of judgment and the removal of the case from the non-jury docket.

Thank you.

Sincerely,


James A. Brice

JAB:j
Enclosure

JAMES A. BRICE, LAWYER

P. O. BOX 445 • JACKSON, ALABAMA 36245 • PHONE 248-3604

MESSAGE DATE

REPLY DATE:

Max M. Foreman

Foley,

Alabama

1/8/75 Case No. 5317

Dear Mr. Foreman:

Please pay the costs on the above mentioned case directly to the Clerk of the Circuit Court at Bay Minette, Alabama. I would appreciate your notifying my office when this has been done.

Thank you.

Sincerely,

James A. Brice

SENT BY
JAB:mm

ANSWERED BY

CIRCLE FOLLOW-UP DATE AND FILE

J	F	M	A	M	J	J	A	S	O	N	D
1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31					

LOT # 595442



FORM NO. PK102R-3

AVAILABLE FROM BUSINESS ENVELOPE MANUFACTURERS, INC. • BRONX, N.Y. • CLINTON, TENN. • MELROSE PARK, ILL. • ANAHEIM, CALIF.

SENDER'S FOLLOW-UP COPY

\$ <u>677</u> ⁰⁰	\$ <u>677</u> ⁰⁰	ALA.,	<u>8-4</u>	19 <u>61</u>
	<u>December 5 1961</u>	AFTER DATE, WITHOUT GRACE <u>I</u> PROMISE TO PAY		
19 <u>00</u>	TO THE ORDER OF <u>Max M. Ferrell</u>			
	<u>Six Hundred Seventy Seven</u>		DOLLARS	
	FOR VALUE RECEIVED, WITH INTEREST AT <u>8%</u> PER CENT. PER ANNUM FROM <u>6-1-60</u>			
	UNTIL PAID.			
	PAYABLE AT <u>Farmers & Merchants Bank</u>			
<p>The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, 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 suit or otherwise, and 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 or 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.</p>				
No. _____	DUE <u>12-5-61</u>		<u>Richard V. Ward</u> SEAL	
			SEAL	