

COMPLAINT

James A. Wright

Plaintiff

vs

W. A. Clemmons

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

3540

I

The plaintiff claims of the defendant the sum of One Hundred Twenty Five and no/100(\$125.00)Dollars, due by promissory note made by the defendant on the 16th day of August, 1962, and payable on the 5th day of September, 1962, with interest from the 16th day of August, 1962, at the rate of eight (8%) per cent per annum.

The plaintiff claims of the defendant the sum of One Hundred Twenty Five and no/100(\$125.00)Dollars, due by promissory note made by the defendant on the 16th day of August, 1962, and payable on the 5th day of September, 1962, with interest from the 16th day of August, 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 this 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 Twenty Five and no/100(\$25.00)Dollars, as such reasonable attorney's fee.

James A. Brice
James A. Brice

Attorney for Plaintiff

The defendant lives at Elberta, Alabama

Received 23 day of Oct 1962
and on 14 day of Nov 1962
I served a copy of the within etc
on W. A. Clemmons

By service on _____

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS Sheriff
BY CC
DEPUTY SHERIFF

TAYLOR WILKINS, Sheriff

By Charles B. Smith D. S.

20-17

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

W. A. Clemmons

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 _____

W. A. Clemmons

_____, Defendant_____

by _____

James A. Wright

_____, Plaintiff_____

Witness my hand this _____

23

day of _____

Oct

1962

Alvin J. Duck

_____, Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

James A. Wright

Plaintiffs

vs.

W. A. Clemmons

Defendants

Summons and Complaint

Filed

FILED

19

OCT 23 1962

Clerk

ALICE J. DUCK, CLERK
REGISTER

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Elberta, 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

December 21, 1962

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

Re: James A. Wright
Vs: W. A. Clemmons
At Law, No. 5340

Dear Mrs. Duck:

According to my records, the above case is ready for judgment for plaintiff by default.

I am enclosing the promissory note which is the basis for the suit.

Kindly place the file before Judge Hall for judgment for plaintiff by default for \$125.00 principal, \$25.00 attorney's fee, and \$2.60 interest, a total of \$152.50.

Please send me a certificate of judgment. Thank you.

Sincerely,


James A. Brice

JAB:j
Enclosure

For Sale by Gill Fig. & Sta. Co., Mobile.

payable in instalments of \$25⁰⁰/month FOLEY
MOBILE, ALA., 8-16 1962
plus 8% interest, beginning
September 5, 1962.

AFTER DATE, WITHOUT GRACE,

PROMISE TO PAY

TO THE ORDER OF

James A. WRIGHT

\$ 125⁰⁰

One Hundred Twenty-Five & 00/100 — DOLLARS

For Value Received, Payable at the office of payee, Foley, Alabama.

The parties to this instrument, whether maker, endorser, surety, guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state 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 by suit 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.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid.

DUE

W. A. Hammond