

PAUL LARUE

PLAINTIFF

VS

MOSS MOSLEY

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

No. 5384

COMPLAINT

The Plaintiff claims of the Defendant the sum of Two Hundred Eighty-three (\$283.00) Dollars, due by promissory note made by the Defendant on the 7th day of May 1956, and payable on the 5th day of December 1956, with interest from May 7, 1956, at the rate of six (6%) per cent per annum.

The Plaintiff claims of the Defendant the sum of Two Hundred Eighty-three (\$283.00) Dollars, due by promissory note made by the Defendant on the 7th day of May 1956, and payable on the 5th day of December 1956, with interest from May 7, 1956, at the rate of six (6%) 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 Fifty-five (\$55.00) Dollars as such reasonable attorney's fee.


Attorney for Plaintiff

FILED

NOV 29 1962

ALICE J. DUCK, CLERK
REGISTER

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 Moss Mosley

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 _____

Moss Mosley

_____, Defendant.---

by _____

Paul LaRue

_____, Plaintiff.---

Witness my hand this _____

day of _____

Nov 1962

Alice J. [Signature], Clerk

Ed-1-2-63

No. 5384

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STATE of ALABAMA

Baldwin County

CIRCUIT COURT

Paul LaRue

Plaintiffs

vs.

Moss Mosley

Defendants

Summons and Complaint

Filed 11-29 1962

Wing J. Ruck Clerk

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Foley, Alabama

Received In Office

11/29, 1962

Sheriff.

I have executed this summons
this Jan 1963
by leaving a copy with

Moss Mosley

Sheriff claims 7.2 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS

BY _____
Deputy Sheriff

Wing J. Ruck Sheriff.
Wing J. Ruck Deputy Sheriff.

Foley

1st of July 62

\$ 283.00

FOLEY, ALABAMA May 7 19 56

For value received, I or we, jointly and severally, promise to pay to the order of

PAUL LaRUE

~~FARMERS AND MERCHANTS BANK~~

FOLEY, ALABAMA

TWO HUNDRED EIGHTY THREE & 00/100 - - - - - DOLLARS

OFFICE OF FOREST A. CHRISTIAN

payable at ~~FARMERS AND MERCHANTS BANK~~, Foley, Alabama, in 7 monthly installments of

\$ 40.00 each, and one installment of \$ 3.00, the first installment to become due and payable on

or before the 5th day of December 19 56, and one installment to become due and payable on or

before the 5th day of each succeeding month until the whole of said indebtedness is paid, with interest from

date at the rate of 6% per annum.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof.

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.

No. _____

Moss Mosley (Seal)
Moss Mosley

Address Route # 3, Foley, Alabama _____

(Seal)