

McGOWIN-LYONS HARDWARE & SUPPLY CO., X  
INC., a corporation

Plaintiff

vs

C. H. MATTHEWS, d/b/a MATTHEWS  
FURNITURE COMPANY

Defendant

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5382

The plaintiff claims of the defendant the sum of Thirteen Hundred Fifty-eight Dollars (\$1358.00) being the balance due and unpaid of a promissory waive note in the amount of Sixteen Hundred Twenty-four Dollars (\$1624.00) drawn by the defendant on to-wit, February 15, 1962, payable to McGowin-Lyons Hardware & Supply Company, Inc., a corporation and said promissory waive note not being paid at maturity by the said C. H. Matthews, d/b/a Matthews Furniture Company, said plaintiff claims the balance due on said promissory waive note in the amount of \$1358.00 with interest thereon from April 15, 1962, to date.

The plaintiff claims of the said defendant a reasonable attorney fee as provided in the said promissory waive note.

THOMPSON & WHITE

BY:

Attorneys for plaintiff

FILED  
NOV 30 1962  
ALICE I. 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 C. H. Matthews, d/b/a Matthews Furniture Company

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 .....

C. H. Matthews, d/b/a Matthews Furniture Company....., Defendant.....

by McGowin-Lyons Hardware & Supply Co., Inc., a corporation.....

....., Plaintiff.....

Witness my hand this 30 day of Nov 1962

Ex-12-7-62

Alice J. Luck, Clerk

No. 5387

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**STATE of ALABAMA**

**Baldwin County**

**CIRCUIT COURT**

MCGOWIN-LYONS HARDWARE & SUPPLY  
CO., INC., a corporation

Plaintiffs

vs.

C. H. MATTHEWS, d/b/a  
MATTHEWS FURNITURE COMPANY

Defendants

**Summons and Complaint**

Filed

**FILED**

19

**NOV 30 1962**

Clerk

**ALICE J. DUCK, CLERK  
REGISTER**

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Bay Minette, Alabama

Received In Office

11/30, 1962

Sheriff.

I have executed this summons

this

Dec - 7

1962

by leaving a copy with

Taylor Watkins

Sheriff.

W. A. Zolbert

Deputy Sheriff.

O. M. M.

\$ 1624<sup>00</sup>

Mobile, Alabama.

Feb 15

1962

For value received, the undersigned jointly and severally promise to pay to

**McGOWIN-LYONS HARDWARE & SUPPLY CO., INC., MOBILE, ALABAMA**

or order, the principal sum of One Thousand Six Hundred Twenty Four - <sup>00</sup>/<sub>100</sub>

(\$ 1624<sup>00</sup>) Dollars, with interest from date, at the rate of Six (6 %) per annum,

The said principal and interest shall be payable at the banking house of The First National Bank of Mobile, Mobile, Alabama, in installments as follows, namely:

100 On April 15-1962 - 200<sup>00</sup>

100 May 15 1962 - 200.00

100 June 15-1962 - 200.00

100 July 15-1962 - 200.00

100 Aug 15-1962 - 200.00

100 Sept 15-1962 - 200.00

100 Oct 15-1962 - 200.00

100 Nov 15-1962 - 224.00

Each maker and endorser waives the right of exemption under the Constitution and Laws of Alabama, and of any other State of the United States, and each maker and endorser waives demand, protest, and notice of protest and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date thereof.

Upon failure to pay any installment of principal and/or interest when due, the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

C. A. Matthews.

Endorser.

P.O. Box 468

Bay Minette

Ala