

STANDARD AUTO SERVICE, INC.
a Mississippi Corporation,

Plaintiff,

vs.

H.N. JOHNSON,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. 4844

Plaintiff claims of the Defendant the sum of FOUR THOUSAND EIGHTEEN AND 76/100 (\$4,018.76) DOLLARS, the balance due by a contract executed between the Plaintiff and the Defendant on November 17th, 1959, a copy of which contract is attached hereto, labeled "Exhibit A", and made a part of this complaint, with interest thereon at the rate of Six Percent (6%) from February 11th, 1961.

FILED

AUG 29 1961

ALICE J. DUCK, CLERK
REGISTER

J. C. Owens Jr.
Attorney for the Plaintiff

SELLER'S ASSIGNMENT, RECOMMENDATION & GUARANTY

To: YELLOW MANUFACTURING ACCEPTANCE CORPORATION

For value received the undersigned does hereby sell, assign, and transfer to YELLOW MANUFACTURING ACCEPTANCE CORPORATION, Inc., or their right, title and interest in and to the within contract and the Property covered thereby and authorizes said Yellow Manufacturing Acceptance Corporation to do every act and thing necessary to collect and discharge the same.

The undersigned certifies that the within contract arose from the sale of the Property described in said contract, and that all signatures thereon are genuine and were duly authorized, and warrants that the title to said Property is now vested in the undersigned and the undersigned has the right to assign such title; that said Property is as represented to the Purchaser and that the statements made by the Purchaser of said Property on the statement form attached hereto are true to the best of the knowledge and belief of the undersigned; that the down payment made by Purchaser is as stated in said contract and no part thereof was loaned, directly or indirectly by the undersigned.

In consideration of the purchase of the within contract the undersigned hereby accepts and assumes full and sole responsibility for all the steps necessary under applicable laws (including filing or recording the within contract or noting the contract holder's security interest in the Property on Certificate of Title issued for said Property) to perfect the holder's title to the Property under the contract against claims of any kind by any one except the Purchaser under the contract; and the undersigned hereby unconditionally guarantees payment of the full amount then due or payable under the contract plus Expenses. The undersigned further covenants and agrees that upon such default, Yellow Manufacturing Acceptance Corporation may, in its discretion and at such time or times as it deems advisable, exercise any one or more of the following rights, without thereby waiving the subsequent exercise of such or any of its other rights, to enforce the contract and obtain hereunder: (1) tender the said contract to undersigned and undersigned will thereupon purchase said contract from Yellow Manufacturing Acceptance Corporation at a price equal to the full amount then due or payable under the contract plus Expenses; and in the event undersigned thereupon fails or refuses to purchase said contract, Yellow Manufacturing Acceptance Corporation may, in its discretion, sell said contract at public or private sale, with or without notice, at such time and place and upon such terms and in such manner as Yellow Manufacturing Acceptance Corporation may determine and recover from undersigned the difference between the full amount then unpaid or for any reason due under said contract and the proceeds realized from said sale reduced by Expenses; (2) purchase and tender the said Property (as title thereto with notice of its place of storage and authority to take possession thereof) to the undersigned and the undersigned shall thereupon repurchase the said Property from Yellow Manufacturing Acceptance Corporation at a price equal to the entire amount then unpaid or for any reason due under said contract plus Expenses, and in the event undersigned thereupon fails or refuses to purchase the said Property, Yellow Manufacturing Acceptance Corporation may, in its discretion thereupon (a) dispose of the same under (3) below, or (b) hold the said Property for the account of the undersigned and recover from undersigned the full amount unpaid or for any reason due under said contract plus Expenses; (3) repossess said Property and, without tendering the same to undersigned, sell said Property, in its discretion, at public or private sale, with or without notice, at such time and place and upon such terms and in such manner as Yellow Manufacturing Acceptance Corporation may determine, in which event the proceeds of any such sale after deducting Expenses shall be applied to the amount due under said contract and undersigned will immediately pay to demand the remaining amount due thereunder.

Whenever used herein the word "Expenses" means and includes: (1) any costs or expenses paid or incurred by Yellow Manufacturing Acceptance Corporation in (a) seeking to collect or collecting any portion of the amount due from anyone in any way obligated to satisfy all or any part of the obligation hereunder guaranteed and (b) enforcing or seeking to enforce its rights against any of the Property securing the same (including but not limited to expenses of repossessing, preparing for tender, tendering, preparing for sale, selling, storing, repairing and maintaining any of said Property); and (2) any reasonable attorney fees incurred therewith.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension or variation of terms effected by or with, or by the partial or total failure to enforce or waive or discharge or release of any rights against the Purchaser, any guarantor, or any other person obligated or interested, or anyone or more or all of them, by operation of law or otherwise. Notice of assignment of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecutions for collection, foreclosure, and possession remedies are hereby expressly waived.

(SEE OTHER SIDE FOR SELLER'S SIGNATURE)

PROVISIONS

1. Title to the Property and any accessions thereto and replacements or substitutions thereon is vested in Seller and shall not pass to Purchaser until all amounts provided in this contract have been fully paid in cash. No transfer, renewal, extension, or assignment of this contract or any interest hereunder, or any loss or injury to or destruction of the Property shall release Purchaser from any obligation hereunder.

2. It is the Purchaser's obligation at all times during the life of this contract to keep the Property described herein insured against loss or damage by fire, theft or collision. Such insurance shall be written by an insurance company or companies and in an amount satisfactory to the Seller and shall name as beneficiaries or assureds, Purchaser, Seller, or their successors or assigns, as their interests may appear. Upon failure of the Purchaser at any time during the life of this contract to maintain such insurance, Seller may, at Seller's option, declare this contract in default or procure such insurance. In the latter event, Purchaser agrees to pay the premium therefor with the next instalment payable hereunder as an additional part of this obligation.

Purchaser's obligation to maintain such insurance shall not be affected by the fact that the time price payable hereunder includes a charge for vehicular insurance to be procured for Purchaser by Seller or by the fact that a charge has been paid by Purchaser to Seller for such insurance to be procured by Seller, except that Purchaser shall not be obligated hereunder to effect such insurance unless such insurance for any reason is not obtained by Seller or Seller's assignee or is at any time cancelled by the insurer and until Purchaser is notified by Seller, or Seller's assignee or the insurer to that effect. Upon receipt of such notice, Purchaser shall be obligated immediately to effect and maintain such insurance coverage of the Property as herein provided and to furnish to Seller at any time evidence that such insurance is in full force and effect.

In the event that vehicular insurance for which a charge has been paid by Purchaser to Seller or for which a charge is included in the time price payable hereunder is for any reason not obtained by Seller or Seller's assignee or is at any time cancelled by the insurer, the only obligation of the Seller with regard to such insurance will be to refund to Purchaser the amount of the unearned portion of such charge, or, where permitted by law to credit Purchaser with the payment thereof.

The proceeds of any vehicular insurance obtained hereunder, whether paid by reason of loss or injury or otherwise, shall be applied toward replacement of the property or the Purchaser's obligations hereunder, at the option of the Seller. If the proceeds of any such insurance are not sufficient to completely discharge Purchaser's obligations hereunder, such proceeds shall be divided by the number of unpaid instalments and the resulting amount shall be credited to each unpaid instalment. If the amount so credited exceeds the amount of any instalment, the excess shall be applied to the instalments first due hereunder.

3. Time is of the essence of this contract. In the event that any instalment shall not have been paid within ten (10) days after it becomes due, Purchaser agrees to pay to the holder of this contract a delinquency and collection charge on each instalment in default, in an amount equal to five per cent (5%) of each such instalment or the sum of five dollars (\$5.00), whichever is less. Purchaser further agrees, in the event this contract is placed in the hands of an attorney for collection to pay fifteen per cent (15%) of the amount due as attorney's fee, plus court costs.

4. Purchaser assumes full responsibility to seller for any damages or depreciation to the property not due to ordinary wear and tear. Purchaser shall give to seller or its representatives access to the property at all times to inspect the same and determine the condition thereof.

5. Purchaser shall keep the Property free from all taxes, liens and encumbrances of any nature whatsoever, and from all charges for keep, repairs, storage, maintenance, parts or accessories. Upon failure of Purchaser so to do, Seller may, at its election, make any payments that may be necessary or advisable to procure or keep the Property free of all or any of these sums so paid by Seller, together with interest thereon at the highest lawful contract rate, shall be and become a part of the amount which Purchaser is required to pay under this contract and shall, without demand, be immediately due and repaid by Purchaser to Seller.

6. Until title to the Property shall have passed to the Purchaser hereunder, Purchaser shall have no right, power or authority to sell, transfer, assign, mortgage, encumber or in any manner whatsoever dispose of any interest in or surrender possession of the Property, or any part thereof. Purchaser agrees to keep the Property, when not in use at

Street in the City of _____, State of _____, until Purchaser shall first have obtained Seller's written consent to change such place of storage or housing; provided, however, the temporary removal of the Property from said city and state for the purpose of transporting passengers or goods and its immediate return thereto shall not be construed as a violation of the terms of this contract.

7. Purchaser assumes all responsibility and all liability arising from the possession, operation and use by whomsoever of the Property, and whether imposed by reason of neglect or otherwise and shall promptly comply with all laws, requirements and regulations, including any licensing requirements applicable to the possession, use or operation of the Property, and shall assume and pay promptly all penalties by any laws imposed for any failure to comply. Purchaser shall indemnify and save the Seller harmless from any and all injury, loss or damage to persons or property caused by the use or operation of the Property.

8. The Seller's acceptance of any instalment or payment, after it or the full amount may have become due and payable hereunder, shall not be deemed to alter or affect the obligations and/or the Seller's rights hereunder with respect to any subsequent payments or default thereon.

9. If Purchaser defaults on any instalment or other payment due hereunder, or fails to comply with any of the terms or provisions of this contract, or a proceeding in bankruptcy or insolvency be instituted by or against Purchaser or Purchaser's property, Seller shall have the right, at his or its election, to declare the unpaid balance, together with any interest for which Purchaser shall have become obligated hereunder to be immediately due and payable. Further upon such default or event, Seller or any sheriff or other officer of the law may take immediate possession of the Property without demand, including any equipment or accessories thereto, and for this purpose Seller may enter upon the premises where the Property may be and remove the same. Such repossession shall not affect Seller's right, hereby confirmed, to retain all payments made prior thereto by Purchaser hereunder.

10. Seller may take possession of any other property in the above described Property at the time of repossession, wherever such other property may be therein and hold the same temporarily for Purchaser without liability on the part of the Seller. Seller may resell the Property so taken at public or private sale without demand for performance, with or without notice to Purchaser, with or without having the Property at the place of sale, and upon such terms and in such manner as Seller may determine; Seller may bid at any sale. From the proceeds of any such sale Seller shall deduct all expenses of retaking, repairing and reselling such Property, including a reasonable attorney's fee. The balance thereof shall be applied to the amount due; any surplus shall be paid over to Purchaser; in case of a deficiency, Purchaser shall pay the same with interest at the highest lawful contract rate.

11. If the Property described herein is new, the Seller's warranty hereunder, is limited to the provisions of the manufacturer's standard warranty to Seller (incorporated herein by reference to Seller's warranty to Buyer by replacing the word "manufacturer's" therein by the word "Seller"), and is not enforceable against any subsequent holder of this contract. No other warranties expressed or implied, representations, promises or statements have been made by Seller or shall be claimed by Purchaser unless endorsed herein in writing. No modification of the terms or provisions hereof shall be valid in any event, and Purchaser expressly waives the right to rely thereon, unless made in writing duly executed by the holder of this contract.

12. The only defenses, setoffs or counterclaims that Purchaser may assert hereunder against an assignee of the Seller are those which arise directly from conduct of said assignee which occurs after the assignment to said assignee and any claims or right of the Purchaser hereunder excluded hereby shall be enforceable against the Seller only.

13. The provisions of this paragraph 12 apply only if a charge for Group Creditor's Life Insurance is included in the total time price herein. Group Creditor's Policy No. GL 11431 issued by The Prudential Insurance Company of America provides insurance, under conditions stated in the Policy, for certain persons who are individually indebted as Purchasers under instalment sales instruments assigned to Yellow Manufacturing Acceptance Corporation. This coverage is not available: (1) if the Purchaser is a corporation, partnership or association; or (2) if the Purchaser whose life is to be insured is at the time of purchase on active duty in any military, naval or air force of any country at war, declared or undeclared; or (3) in the event that the assignment of Seller's rights under this contract is not offered to or is not accepted by Yellow Manufacturing Acceptance Corporation.

The amount of insurance payable to Yellow Manufacturing Acceptance Corporation under the policy upon the death of the Purchaser whose life is insured thereunder is as follows: (a) If the time balance herein shown is \$10,000 or less, the amount of insurance will be the amount necessary under the Schedule of Payments specified herein to discharge Purchaser's obligation reduced by the total of any instalments which are more than one month overdue; (b) If the time balance herein shown exceeds \$10,000, the amount of insurance will be the amount of insurance specified in (a) multiplied by the ratio of \$10,000 to the time balance herein shown. In either case, any instalment paid or payable in a smaller amount than therein specified under any subsequent agreement by the parties extending the period herein specified for the payment of the time balance will be considered as paid or payable in the original higher amount specified herein.

If as of the date hereof the Purchaser's life is already insured under the Policy and the total amount of such insurance together with the time balance herein shown exceeds \$10,000, the time balance for purpose of further insurance under the Policy will be the time balance shown herein reduced by the amount of such excess.

The only obligation of Seller or assignee to Purchaser with regard to creditor life insurance for which a charge is included herein, but which for any reason is unavailable or partly unavailable under the Policy, will be to deduct the applicable portion of the charge for creditor life insurance specified herein from the time balance payable under this contract and to credit Purchaser with the payment thereof.

14. Any notice given to Purchaser hereunder, unless otherwise provided by law, may be given by registered mail addressed to Purchaser at Purchaser's address given in this contract.

15. Purchaser is hereby notified that Purchaser has the privilege of prepaying at any time all or any portion of the unpaid balance due hereunder. Upon payment of such unpaid balance prior to maturity, as the result of either prepayment or renouncing the same, Purchaser shall be entitled to a rebate of the unearned portion of the finance charge, which rebate may be made in cash or credited by Seller to the amount due on the obligations of the Purchaser. The unearned finance charge to be rebated to the Purchaser shall be calculated at the original rate of charge on the total amount of full instalments to become due and for the term of all subsequent full instalment periods.

16. This contract may be assigned by the Seller, and any subsequent assignee and the holder hereof pursuant thereto shall be entitled to all of the rights and remedies of Seller hereunder.

17. Any portion of any provision of this contract prohibited by law shall be ineffective to the extent of such prohibition only and shall not invalidate the remaining portions of such provision nor any other provisions of this contract.

GUARANTY

In consideration of the making of the within contract by the Seller therein, the undersigned does hereby UNCONDITIONALLY GUARANTEE to the Holder of said contract PAYMENT of the full amounts unpaid or for any reason to become due as specified therein and covenants in the event of any default of payment of any such amount or performance of any requirement thereby, to pay on demand to Holder the full amounts then due or unpaid on said contract plus Expenses. The undersigned further covenants and agrees that upon such default the Holder may, in its discretion and at such time or times as it deems advisable, exercise any one or more of the following rights, without thereby waiving the subsequent exercise of such or any of its other rights, to enforce the undersigned's obligation hereunder: (1) tender the said contract to undersigned and undersigned will thereupon purchase said contract from Holder at a price equal to the full amount then unpaid or for any reason due under the contract plus Expenses; and in the event undersigned thereupon fails or refuses to purchase said contract, Holder may, in its discretion, sell said contract at public or private sale, with or without notice, at such time and place and upon such terms and in such manner as Holder may determine and recover from undersigned the difference between the full amount then unpaid or for any reason due under said contract and the proceeds realized from said sale reduced by Expenses; (2) purchase and tender the said Property (as title thereto with notice of its place of storage and authority to take possession thereof) to the undersigned and the undersigned shall thereupon repurchase the said Property from Holder at a price equal to the entire amount then unpaid or for any reason due under said contract plus Expenses, and in the event undersigned thereupon fails or refuses to purchase the said Property, Holder may, in its discretion thereupon (a) dispose of the same under (3) below, or (b) hold the said Property for the account of the undersigned and recover from undersigned the full amount unpaid or for any reason due under said contract plus Expenses; (3) repossess said Property and, without tendering the same to undersigned, sell said Property in its discretion, at public or private sale, with or without notice, at such time and place and upon such terms and in such manner as Holder may determine, in which event the proceeds of any such sale after deducting Expenses shall be applied to the amount due under said contract and undersigned will immediately pay to demand the remaining amount due thereunder.

Whenever used herein the word "Expenses" means and includes: (1) any costs or expenses paid or incurred by Holder in (a) seeking to collect or collecting any portion of the amount due from anyone in any way obligated to satisfy all or any part of the obligation hereunder guaranteed and (b) enforcing or seeking to enforce its rights against any of the Property securing the same (including but not limited to expenses of repossessing, preparing for tender, tendering, preparing for sale, selling, storing, repairing and maintaining any of said Property); and (2) any reasonable attorney fees incurred therewith.

The word "Holder" as not herein means the Seller named in said contract or any assignee thereof.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension or variation of terms effected by or with, or by the partial or total failure to enforce or waive or discharge or release of any rights against the Purchaser, any guarantor, or any other person obligated or interested, or anyone or more or all of them, by operation of law or otherwise. Notice of assignment of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecutions for collection, foreclosure, and possession remedies are hereby expressly waived.

(Guarantor's Signature—Individual, Corporation or Firm Name.)

By _____ (If Corporation or Partnership) (Title)

(Witnesses to Guarantor's Signature or if a corporation seal and attestation by Secretary.)

(Street) (Town or City) (State)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW NO. 4814

STANDARD AUTO SERVICE, INC.,
a Mississippi Corporation,

Plaintiff,

vs.

H.N. JOHNSON,

Defendant.

SUMMONS & COMPLAINT

Received 9 day of August 1961
and on 31 day of August 1961
I served a copy of the within
on H. N. Johnson
By service on _____

TAYLOR WILKINS Sheriff
By W. A. Duck D. S.
Witnessed

Sheriff claims 14 miles at
Ten Cents per mile Total \$ 1.40
TAYLOR WILKINS, Sheriff
BY W. A. Duck
DEPUTY SHERIFF

FILED

AUG 29 1961

ALICE J. DUCK, CLERK
REGISTER

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
Dahlberg Building
BAY MINETTE, ALABAMA

STANDARD AUTO SERVICE, INC.,
a Mississippi Corporation,

Plaintiff,

Vs.

H. N. JOHNSON,

Defendant.

X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

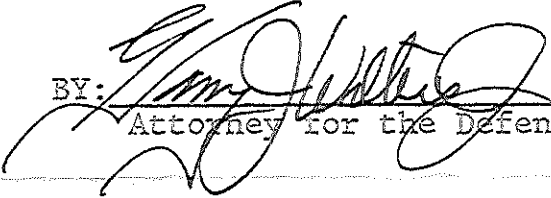
CASE NO. 4844

Comes now the Defendant in the above styled cause and
amends his answer to the Complainant's Complaint by adding
the following count, and says:

2.

That he has paid the debt for the recovery of which this
suit was brought before the action was commenced.

WILTERS & BRANTLEY

BY: 

Attorney for the Defendant

FILED

MAR 8 1962

ALICE J. DICK, CLERK
REGISTER

THE COURT: Now, I am going to ask you to read the indictment against the defendant. It is on page 1 of the indictment. It reads: "That on or about the 1st day of January, 1934, the defendant, [Name], did unlawfully and feloniously kill and murder the body of [Name], a peace officer of the State of California, with intent to kill and murder the same."

THE COURT: Now, I am going to ask you to read the indictment against the defendant. It is on page 1 of the indictment. It reads: "That on or about the 1st day of January, 1934, the defendant, [Name], did unlawfully and feloniously kill and murder the body of [Name], a peace officer of the State of California, with intent to kill and murder the same."

THE COURT: Now, I am going to ask you to read the indictment against the defendant. It is on page 1 of the indictment. It reads: "That on or about the 1st day of January, 1934, the defendant, [Name], did unlawfully and feloniously kill and murder the body of [Name], a peace officer of the State of California, with intent to kill and murder the same."

we the Jury find for the defendant -

Reuben M. Akers, Foreman

17-118-4

STANDARD AUTO SERVICE, INC.
a Mississippi corporation,

Plaintiff,

Vs.

H. N. JOHNSON,

Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

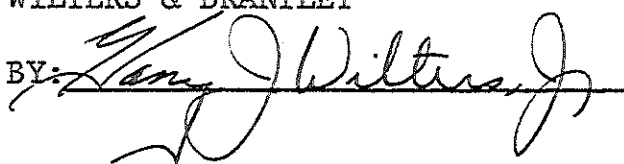
CASE NO. 4844

Comes now the Defendant in the above styled cause, and
for answer to Complainant's Complaint says:

1.

That he is not guilty of the matters alleged therein.

WILTERS & BRANTLEY

BY: 

The Defendant demands a trial by jury.

WILTERS & BRANTLEY

BY: 

FILED

SEP 25 1961

ALICE I. DUCK, CLERK
REGISTER

4644. Starnes - Vol 20

JURY LIST - SPRING SESSION - MARCH 12, 1962

- ~~1. Christnacht, Leroy, CIVIL Service, Lillian~~
- ~~2. Cabaniss, Ray, Newport, Bay Minette~~
- ~~3. Byrd, Carl, CIVIL Service, Stapleton~~
- ~~4. Bryars, Rudolph M., Brookley Field, Bay Minette~~
- ~~5. Bryan, Vernon A., Farmer, Elberta~~
- ~~6. Beesley, Wilson C., Merchant, Bay Minette~~
- ~~7. Bishop, Clarence, Farmer, Fairhope~~
- ~~8. Bloxham, Walter, Farmer, Fairhope~~
- ~~9. Brock, L.D., Farmer, Robertsedale~~
- ~~10. Gilbert, B.B., Mechanic, Bay Minette~~
- ~~11. Good, Joe, Farmer, Elberta~~
- ~~12. Crook, Prince, Laborer, Bay Minette~~
- ~~13. Guenther, Paul O., CIVIL Service, Foley~~
- ~~14. Gullledge, Carl, REA, Robertsedale~~
- ~~15. Akers, Redus M., Insurance, Bay Minette~~
- ~~16. Martin, Albert D., Newspaper, Bay Minette~~
- ~~17. Coleman, John E., Farmer, Bay Minette~~
- ~~18. Corley, Harace, W., Brookley Field, Bay Minette~~
- ~~19. Epperson, Edwin, CIVIL Service, Foley~~
- ~~20. Erdmann, Rudolph C., Plumber, Mag. Spgs.~~
- ~~21. Fell, Russell, CIVIL Service, Lillian~~
- ~~22. Hill, Robert, Merchant, Loxley~~
- ~~23. Jaye, James J., Farmer, Rabon~~
- ~~24. Jordan, Green, Merchant, Bay Minette~~
- ~~25. Kane, James, Farmer, Loxley~~
- ~~26. Keenan, Ruben A., Oil Dealer, Robertsedale~~
- ~~27. Keuler, Albert, Salesman, Loxley~~
- ~~28. King, Horace, E., Farmer, Mag. Spgs.~~
- ~~29. King, Vernon, Farmer, Robertsedale~~
- ~~30. Stucki, Alfred, Locker Plant Mgr., Elberta~~
- ~~31. Styron, Irby L., Plant Forman, Robertsedale~~
- ~~32. Mooker, Douglas, Clerk, Bay Minette~~
- ~~33. Moyer, Roy, Druggist, Fairhope~~
- ~~34. Nelson, J.L., Jr., Laborer, Fairhope~~
- ~~35. Nelson, Harry, Post Office, Bay Minette~~
- ~~36. Milton, Ovrecka, Farmer, Robertsedale~~
- ~~37. Palmer, James J., Farmer, Robertsedale~~
- ~~38. Rhodes, Elbert M., Farmer, Summerdale~~
- ~~39. Roberts, Raymond C., Farmer, Foley~~
- ~~40. Roley, Charlie N., Farmer, Perdido~~
- ~~41. Schrieber, Bill, Carpenter, Roley~~
- ~~42. Stephens, Ray, Banker, Bay Minette~~
- ~~43. Seibert, Fred, Jr., Farmer, Elberta~~
- ~~44. Stewart, Frank, State Emp., Gulf Shores~~
- ~~45. Stuart, Derrill, Contractor, Bay Minette~~
- ~~46. Lamberth, Jack Ogal, Farmer, Bay Minette~~
- ~~47. Strickland, Marvin, Laborer, Bay Minette~~
- ~~48. McDaniel, Schuler, Farmer, Robertsedale~~
- ~~49. Corte, Albert, Farmer, Belforest~~

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P XXXXX XXXXX \

D XXXXX XXXXX X

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No. 4844

__AUGUST__ TERM, 1961

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon H.N. JOHNSON

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

H.N. JOHNSON

Defendant

by STANDARD AUTO SERVICE, INC. A Mississippi

Corporation

Plaintiff

Witness my hand this 29 day of August 1961

Alice J. Duck, Clerk

Defendant resides on Route 1, Bay Minette, Alabama.

No. _____ Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

Summons and Complaint

Filed _____ 19____

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

, 19____

Sheriff.

I have executed this summons

this _____ 19____

by leaving a copy with

Sheriff.

Deputy Sheriff.