

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. \_\_\_\_\_

NOVEMBER

TERM, 1961

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon G.H. McGEE

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 \_\_\_\_\_

G.H. McGEE

Defendant

by FIRST NATIONAL BANK OF BAY MINETTE, a national banking  
association, Plaintiff

Witness my hand this 13 day of November 1961.

Alvin F. Smith, Clerk

Defendant resides at Stockton, Alabama

No. \_\_\_\_\_ Page \_\_\_\_\_

**THE STATE OF ALABAMA**  
BALDWIN COUNTY

**CIRCUIT COURT**

vs.

Plaintiffs

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

FIRST NATIONAL BANK OF BAY  
MINETTE, a national banking  
association,

PLAINTIFF

VS.

G.H. McGEE,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. \_\_\_\_\_.

COUNT I

The Plaintiff claims of the Defendant \$205.00, due by promissory note made by him on the 8th day of August, 1961, and payable on the 8th day of October, 1961, with interest thereon.

Plaintiff further alleges that the Defendant in and by said note, waived all rights of exemption of every kind under the Laws of this State, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note, that the Defendant agreed to pay a reasonable attorney's fee in the event of default and suit thereon, and Plaintiff claims the further and additional sum of \$30.00 as a reasonable attorney's fee in the premises.

COUNT II

The Plaintiff claims of the Defendant \$63.50, due by promissory note made by him on the 12th day of July, 1961, and payable on the 12th day of September, 1961, with interest thereon.

Plaintiff further alleges that the Defendant in and by said note, waived all rights of exemption of every kind under the Laws of this State, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note, that the Defendant agreed to pay a reasonable attorney's fee in the event of default and suit thereon, and Plaintiff claims the further and additional sum of \$15.00 as a reasonable attorney's fee in the premises.

COUNT III

The Plaintiff claims of the Defendant \$79.50, due by

promissory note made by him on the 25th day of July, 1961,  
and payable on the 25th day of September, 1961, with interest  
thereon.

Plaintiff further alleges that the Defendant in and by  
said note, waived all rights of exemption of every kind under the  
Laws of this State, and Plaintiff claims the benefit of said  
waiver.

Plaintiff further alleges that in and by the terms of  
said note, that the Defendant agreed to pay a reasonable attorney's  
fee in the event of default and suit thereon, and Plaintiff claims  
the further and additional sum of \$15.00 as a reasonable attorney's  
fee in the premises.

  
Attorney for the Plaintiff

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW NO. 4941.

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FIRST NATIONAL BANK OF BAY  
MINETTE, a national banking  
association,

Plaintiff

vs.

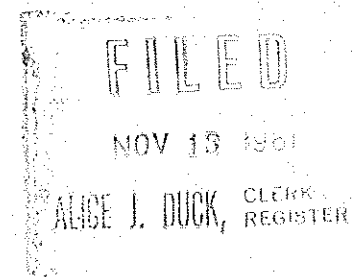
G.H. McGEE

Defendant.

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SUMMONS & COMPLAINT

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

THE STATE OF ALABAMA {  
Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALA.

KNOW ALL MEN BY THESE PRESENTS, That We, First National Bank  
of Bay Minette, a national banking association and Ray C. Stephens  
and W. M. Kelly  
....., of the County of Baldwin State of Alabama

are held and firmly bound unto G. H. McGee

in the sum of Eight hundred and no/100 Dollars, to  
be paid to the said G. H. McGee  
heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind our-  
selves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly  
by these presents.

Sealed with our seals and dated the        day of November, 19 61.

The Condition of this Obligation is such:

That whereas, the above bounden First National Bank of Bay Minette  
..... has, on the day of the date  
hereof, prayed an Attachment at the suit of First National Bank of Bay Minette  
..... against the estate of above named  
G. H. McGee

for the sum of Three hundred and ninety-eight and no/100 Dollars,  
and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said First National Bank of Bay Minette  
should prosecute said Attachment to effect, and pay the said Defendant all such damages as he  
may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be  
void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now,  
or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

First National Bank of Bay Minette

BY: Ray C. Stephens (Seal)

Ray C. Stephens (Seal)

W. M. Kelly (Seal)

..... (Seal)

Approved, this 4 day of Nov, 19 61

Heifer Duck, Clerk

THE STATE OF ALABAMA

Baldwin County

CIRCUIT COURT AT BAY MINETTE, ALABAMA

Before me, Alice J. Duck, Clerk of Circuit Court

in and for said County, personally appeared J. Connor Owens, Jr., attorney for

First National Bank of Bay Minette G. H. McGee

who, being duly sworn, on oath saith that

justly indebted to

First National Bank of Bay Minette

in the sum of Three hundred and ninety-eight and no/100 Dollars,

which said amount is justly due after allowing all just offsets and discounts, and that the said

G. H. McGee is about to remove his property out

of the State of Alabama, so that the plaintiff

will have to lose his debt or sue for it in

another State; and that the defendant is about

to remove out of the State;

and that this Attachment is not sued out for the purpose of vexing or harassing the Defendant, or other improper motive.

Subscribed and sworn to before me this 4 day of November, 19 61.

No. <u>4923</u>	Page
STATE OF ALABAMA	
Baldwin County	
CIRCUIT COURT	
At Bay Minette, Ala.	
First National Bank of	
Bay Minette	
TO	
G. H. McGee	
ATTACHMENT BOND AND AFFIDAVIT	
Filed this the <u>4</u> day	
of <u>Nov</u> , 19 <u>61</u>	
<u>Alice J. Duck</u> Clerk	
	Attorney





Received \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
and on 6 day of Nov. 1961  
I served a copy of the within Attachment  
on A H McLee

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By W A Talbert, S  
Stockton

Attached one 1959  
Oldsmobile tag 5-14915  
car in jail yard

Sheriff claims 22 miles at  
Ten Cents per mile Total \$ 2.20  
TAYLOR WILKINS, Sheriff  
BY Talbert  
DEPUTY SHERIFF

No. 4933

**ATTACHMENT**

First National Bank of  
Bay Minette

Vs. { ATTACHMENT

G.H. McGee

Issued 11-14, 1961

Moore Printing Co.  
Alfred H. Moore  
Chick

29

51541-2

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BALDWIN COUNTY

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association, Plaintiff

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Chief Clerk, Clerk

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BALDWIN COUNTY

**CIRCUIT COURT**

vs. Plaintiffs

Defendants

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Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

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\_\_\_\_\_, 19\_\_\_\_\_  
\_\_\_\_\_, Sheriff

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this \_\_\_\_\_, 19\_\_\_\_\_  
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\_\_\_\_\_, Deputy Sheriff

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PLAINTIFF

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Attorney for the Plaintiff

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

AT LAW

NO. ~~4941~~ 4933

FIRST NATIONAL BANK OF BAY  
MINETTE, a national banking  
association,

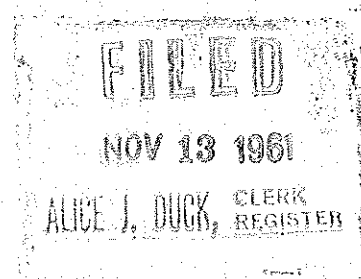
Plaintiff

vs.

G.H. McGEE,

Defendant.

SUMMONS & COMPLAINT



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

Noted for my county after diligent search and in  
1961  
By Taylor Wilkins Sheriff  
Received 13 day of Nov 1961  
and on 13 day of Nov 1961  
I served a copy of the within  
on G.H. McGee  
By service on \_\_\_\_\_  
By Taylor Wilkins Sheriff  
D.S.