

(4994)

DORIS E. BISHOP,
Plaintiff
VS
WILLIAM SCHULLER, JR.
Defendant

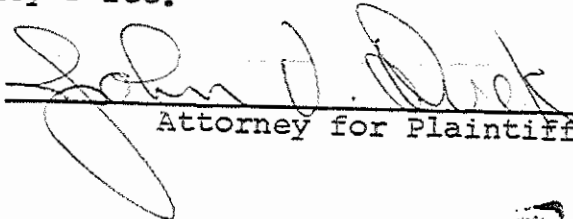
)
) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) AT LAW
)

COUNT ONE

Plaintiff claims of the defendant the sum of ONE HUNDRED TWENTY FOUR (\$124.00) DOLLARS, due by promissory note made by him on the 20th day of September, 1960, and payable on the 20th day of March, 1961 with interest thereon.

That in and by the said terms of the note, the defendant waived all rights of exemption under the Constitution and Laws of the State of Alabama and of this waiver plaintiff now claims the benefit.

That in and by terms of said note, defendant promised to pay a reasonable attorney's fee in the event that this note be turned over to an attorney for collection and plaintiff claims of the defendant a further and additional sum of TWENTY FIVE (\$25.00) DOLLARS as a reasonable attorney's fee.


Attorney for Plaintiff

Defendant may be served at
Fairhope Ice and Creamery Co.,
Fairhope, Alabama

FILED
JAN 18 1962
ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. _____

TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon WILLIAM SCHULLER, JR.

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 WILLIAM SCHULLER, JR.

_____, Defendant

by _____

_____, Plaintiff

Witness my hand this 16 day of January 1962

Cliff J. Smith, Clerk

Ex 1-23-62

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

DORIS E. BISHOP

Plaintiffs

vs.

WILLIAM SCHULLER, JR.

Defendants

SUMMONS and COMPLAINT

Filed

FILED

19

JAN 16 1962

ALICE J. DUCK, CLERK
REGISTER

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
MAY BE SERVED AT
Fairhope Ice and Creamery Co.
Fairhope, Alabama

RECEIVED IN OFFICE

1/16, 1962

Sheriff

I have executed this summons

this Jan 23, 1962

by leaving a copy with

William Schuller Jr.

Sheriff claims 20 miles at
Ten Cents per mile Total \$ 2.00
TAYLOR WILKINS, Sheriff
BY Taylor
DEPUTY SHERIFF

Taylor Wilkins Sheriff
W. O. Garner Deputy Sheriff
F. Hope

INSTALLMENT NOTE

Montgomery, Alabama July 20 1960

For value received, the undersigned promises to pay to the order of

Mrs. David Lee Bishop

the principal sum of one hundred and twenty Dollars (\$124.00),

with interest thereon from date at the rate of _____ per cent (_____ %) in monthly installments of _____ Dollars (\$20.00) each, commencing on the _____ day of October, 1960, and continuing on the _____ day of each succeeding month thereafter and until said principal and the interest thereon has been paid in full. Each payment shall be applied first to the payment of accrued interest and the balance as a credit on the principal.

Said principal and interest shall be paid at Montgomery, Alabama or at such place as the owner and holder of this note shall designate in writing and shall bear interest from maturity at the rate of eight per cent per annum until paid.

And each of us, whether make, co-make, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, or any renewal thereof all rights of exemption under the Constitution and Laws of the State of Alabama, or any other state, now in force or hereafter to be passed, and we each severally agree to pay all cost of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether same be collected or secured by suit or otherwise, and each further waives demand, presentment, protest, and notice of protest, and non-payment, and all other requirements necessary to hold them or either of them, and each of the undersigned further agrees that the time of payment hereof may be extended without notice to them of such extension.

In case default shall be made in the payment of any one of said installments, or in case of the violation of any of the terms or provisions of this note, then the remaining unpaid installments shall immediately thereupon become due and payable at the option of the holder of this note, and the holder shall have the right at its option to proceed immediately for the collection of the unpaid installments thereof, together with interest thereon.

The Bank at which this note is payable is hereby authorized to apply to the payment of this debt, on or after maturity, or upon the election of the holder to declare the unmatured installments due and payable in the event of default in payment of an installment thereof as herein above provided, any funds in said bank belonging to either of the makers, endorsers, co-makers, sureties or guarantors hereof.

Given under the hand and seal of the undersigned.

William Bishop

L. S.
L. S.
L. S.

Witness: