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| FOSTER-MARSCH CORPORATION, | § | IN THE CIRCUIT COURT |
| Plaintiff | § | OF BALDWIN COUNTY, |
| vs. | § | ALABAMA |
| FREDERICK DREDGING CO., INC., | § | AT LAW |
| a corporation, | § | |
| Defendant | § | NO. <u>5118</u> |

COUNT ONE

The Plaintiff claims of the Defendant \$5,000.00 due by promissory note made by it on the 9th day of June, 1961 and payable on demand, with interest thereon at the rate of six per cent per annum.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant agreed to pay attorney's fees for the collection thereof, and that a reasonable attorney's fee for the collection thereof is \$1,050.00, which further sum the Plaintiff claims of the Defendant.

COUNT TWO

The Plaintiff claims of the Defendant the further sum of \$5,000.00, due by promissory note made by it on the 28th day of June, 1961 and payable on demand, with interest thereon at the rate of 6% per annum.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant agreed to pay attorney's fees for the collection thereof, and that a reasonable attorney's fee for the collection thereof is \$1,050.00, which further sum the Plaintiff claims of the Defendant.

COUNT THREE

The Plaintiff claims of the Defendant the further sum of \$5,000.00, due by promissory note made by it on the

12th day of July, 1961 and payable on demand, with interest thereon at the rate of 6% per annum.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant agreed to pay attorney's fees for the collection thereof, and that a reasonable attorney's fee for the collection thereof is \$1,050.00, which further sum the Plaintiff claims of the Defendant.

COUNT FOUR

The Plaintiff claims of the Defendant the further sum of \$7,500.00, due by promissory note made by it on the 25th day of July, 1961 and payable on demand, with interest thereon at the rate of 6% per annum.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant agreed to pay attorney's fees for the collection thereof, and that a reasonable attorney's fee for the collection thereof is \$1,450.00, which further sum the Plaintiff claims of the Defendant.

COUNT FIVE

The Plaintiff claims of the Defendant the further sum of \$7,500.00, due by promissory note made by it on the 7th day of December, 1961 and payable on demand, with interest thereon at the rate of 6% per annum.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant agreed to pay attorney's fees for the collection thereof, and that a reasonable attorney's fee for the collection thereof is \$1,450.00, which further sum the Plaintiff claims of the Defendant.

COUNT SIX

The Plaintiff claims of the Defendant the further

sum of \$10,000.00, due by promissory note made by it on the 18th day of December, 1961 and payable on demand, with interest thereon at the rate of 6% per annum.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant agreed to pay attorney's fees for the collection thereof, and that a reasonable attorney's fee for the collection thereof is \$1,850.00, which further sum the Plaintiff claims of the Defendant.

COUNT SEVEN

The Plaintiff claims of the Defendant ^{the further sum of} \$25,000.00, due by promissory note made by it on the 12th day of April, 1961, and payable thirty (30) days after receipt by Defendant of all monies due Defendant upon the completion of that certain contract number F-A-10-5167-250 by and between Defendant and Potashnick Construction Co.

The Plaintiff further alleges that Defendant has heretofore received all monies due Defendant upon the completion of said contract number F-A-10-5167-250, more than thirty (30) days before the filing of this suit.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant waived all rights of exemption under the Constitution and Laws of Alabama, and agreed to pay all costs of collection, including a reasonable attorney's fee, and that a reasonable attorney's fee therefor is \$4,000.00, which further sum the Plaintiff claims of the Defendant.

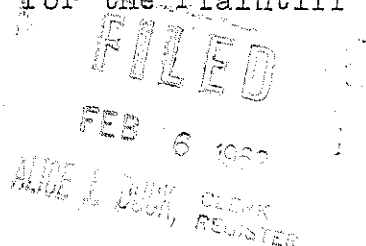
HAMILTON, DENNISTON, BUTLER & RIDDICK

By

Miller A. P. Widemire
Member appearing
Attorneys for the Plaintiff

The Defendant may be served at:

Foley, Alabama



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| FOSTER-MARSCH CORPORATION, | § | IN THE CIRCUIT COURT |
| Plaintiff | § | OF BALDWIN COUNTY, |
| vs. | § | ALABAMA |
| FREDERICK DREDGING CO., | § | AT LAW |
| INC., a corporation, | § | |
| Defendant. | § | CASE NO. 5018 |
| | § | |

Comes now FOSTER-MARSCH CORPORATION, Plaintiff in the above styled cause and amends its complaint heretofore filed herein by adding thereto the following separate and several counts:

COUNT EIGHT

The Plaintiff claims of the Defendant the further sum of \$6,050.00, due by promissory note made by it on the 6th day of September, 1961, and payable seventy-five (75) days after date thereof, without interest.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant agreed to pay attorney's fees for the collection thereof, and that a reasonable attorney's fee for the collection thereof is \$1,500.00, which further sum the Plaintiff claims of the Defendant.

COUNT NINE

The Plaintiff claims of the Defendant the further sum of \$3,779.53, due by promissory note made by it on the 7th day of December, 1961 and payable on demand with interest thereon at the rate of six per cent (6%) per annum.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant agreed to pay attorney's fees for the collection thereof, and that a reasonable attorney's fee for the collection thereof

is \$775.00, which further sum the Plaintiff claims of the Defendant.

HAMILTON, DENNISTON, BUTLER & RIDDICK

By Miller A. Wedemire
Member appearing
Attorneys for the Plaintiff

The Defendant may be served at:

Foley, Alabama

FILED

FEB 20 1962

ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 5018

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Frederick Dredging Co., Inc., a Corp.

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

Frederick Dredging Co., Inc., a Corp., Defendant.

by Foster- Marsch Corporation, Plaintiff.

Witness my hand this 6th day of February 1962.

Service accepted
3-12-62
Alvin J. Smith, Clerk

No. 5018

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

FOSTER MARSCH CORPORATION

vs.

Plaintiffs

FREDERICK DREDGING CO., INC.,

a corporation

Defendants

SUMMONS and COMPLAINT *and*
Amended Complaint

Filed

FILED

, 19

Clerk

FEB 6 1962

ALICE J. DICK, CLERK
REGISTER

Hamilton, Denniston, Butler & Riddick
P.O. Box 1671 Plaintiff's Attorney
Mobile, Alabama

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

2/6, 1962

Sheriff

I have executed this summons

this, 19

by leaving a copy with

Not found in any county after diligent search.

Service accepted

3-12-62 by

Richard Lacey

Sheriff

Deputy Sheriff