

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON  
LAWYERS

SIXTH FLOOR FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

CHAS. C. HAND  
C. B. ARENDALL, JR.  
T. MASSEY BEDSOLE  
THOMAS G. GREAVES, JR.  
WM. BREVARD HAND  
VIVIAN G. JOHNSTON, JR.  
PAUL W. BROCK  
ALEX F. LANKFORD, III  
EDMUND R. CANNON, JR.  
LYMAN F. HOLLAND, JR.  
J. THOMAS HINES, JR.  
W. C. BOONE, JR.  
DONALD F. PIERCE  
LOUIS E. BRASWELL  
HAROLD D. PARKMAN

MAILING ADDRESS:  
P. O. BOX 123

CABLE ADDRESS:  
HAB

TELEPHONE:  
HEMLOCK 2-5514

October 16, 1963

Mrs. Alice Duck  
Clerk  
Circuit Court of  
Baldwin County  
Bay Minette, Alabama

RE: Cases NO. 5659 and 5660  
Meyer Properties vs. Forestdell Development Corp.  
Meyer Properties vs. Walter Bloxham, et al.

Dear Mrs. Duck:

As attorneys for the plaintiff in the above matters,  
we request that they be dismissed. Enclosed is our firm  
check in the amount of \$80.50 to cover the court costs  
in both of the above suits.

Yours very truly,

*Louis E. Braswell*

For the Firm

LEB.1w

Enc.

MEYER PROPERTIES, INC.,	:	IN THE CIRCUIT COURT OF
a Corporation,	:	
	:	
Plaintiff	:	BALDWIN COUNTY, ALABAMA
	:	
vs.	:	
	:	AT LAW
WALTER BLOXHAM and R. J.	:	
BALES, jointly and	:	
severally,	:	CASE NO. <u>5659</u>
	:	
Defendants.	:	

COUNT I

The plaintiff claims of the defendants, jointly and severally, ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00), together with interest thereon, costs of collection, and an attorney's fee, due by a promissory note made by Forestdell Development Company, Inc., on the 26th day of February, 1962, which provided for payment of \$1800.00 to the plaintiff on or before the 26th day of February, 1963, which note was endorsed by the defendants, and by which endorsements the defendants agreed for good and valuable consideration to pay to the plaintiff the principal sum of \$1800.00, the interest thereon, costs of collection, an attorney's fee, and all other obligations of the maker of the note under the note, in the event the maker of the note failed to meet its obligations under the note. The maker was obligated under the note to pay the principal sum of \$1800.00 to the plaintiff on or before February 26, 1963, and, should this payment not be made the maker would become obligated not only to pay the principal sum of \$1800.00,

but also interest thereon, costs of collection, and an attorney's fee. The maker failed to meet its obligations under the note, and the maker became obligated to pay to the plaintiff the principal sum of \$1800.00, with interest thereon, costs of collection, and an attorney's fee. The plaintiff has made demand of the maker of the note. The maker has failed to meet its obligation under the note to pay the principal sum of \$1800.00, interest thereon, costs of collection, and an attorney's fee; therefore, the defendants have become obligated to pay the principal sum of \$1800.00, interest thereon, costs of collection, and an attorney's fee. The plaintiff has made demand of the defendants. The principal sum of \$1800.00, with interest thereon, costs of collection, and an attorney's fee, remain due and unpaid; hence, this suit.

COUNT II

The plaintiff claims of the defendants the sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1800.00), with interest thereon, costs of collection, and an attorney's fee, due under an endorsement made by the defendants on a promissory note which was executed by Forestdell Development Company, Inc., on February 26, 1962. The maker of the note, Forestdell Development Company, Inc., obligated itself by the terms of the note to pay to the plaintiff the sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1800.00) on or before February 26, 1963; the maker of the note,

Forestdell Development Company, Inc., also obligated itself by the terms of the note to pay to the plaintiff, if the amount of \$1800.00 was not paid to the plaintiff on or before February 26, 1962, the sum of \$1800.00, interest thereon, costs of collection, and an attorney's fee. The endorsement by the defendants was as follows:

Each of the undersigned endorsers separately and severally agrees: (a) to pay this note; (b) to pay interest which may become due thereon and that such interest may be collected by the Payee or owner of the note discounting the same; (c) notwithstanding anything to the contrary, in the event of default, to pay interest on this note from date at the rate of eight (8%) per cent per annum until said note is paid; and (d) to be bound and to perform, in the event of Payor's failure to do so, all other obligations of Payor under said note.

Each of the undersigned waives, as to this debt, all right of exemption under the Constitution and laws of Alabama and any other state, and each agrees to pay all costs of collecting and securing, or attempting to collect or secure, this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and each severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him, and further assents to, and waives notice of any partial payment, any renewal or extension of said note and any release of or subordination of all or any part of any collateral or other security, and agrees that this endorsement shall continue in full force and effect as to any one or more of such renewals or extensions, notwithstanding any partial payment, prepayment or other payments or the release or subordination of all or any part of any collateral or security securing said note.

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WALTER BLOXHAM

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R. J. BALES

The endorsement was made for good and valuable consideration, and there was good and valuable consideration for the obligation incurred by the defendants by their making the endorsement. The maker failed to pay to the plaintiff on or before February 26, 1962, the principal sum of \$1800.00, and the maker became obligated to pay to the plaintiff the principal sum of \$1800.00, with interest thereon, costs of collection, and an attorney's fee. The plaintiff has made demand of the maker of the note for the maker to pay to the plaintiff the principal sum of \$1800.00, interest thereon, costs of collection, and an attorney's fee. The maker has failed to meet its obligation under the note to pay to the plaintiff the principal sum of \$1800.00, interest thereon, costs of collection, and an attorney's fee; therefore, the defendants have become obligated to pay to the plaintiff the principal sum of \$1800.00, interest thereon, costs of collection and an attorney's fee. The plaintiff has made demand of the defendants to pay to the plaintiff the principal sum of \$1800.00, interest thereon, costs of collection and an attorney's fee, but these amounts remain due and unpaid; hence this suit.

COUNT III

Plaintiff claims of the defendants, jointly and severally, ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1800.00), interest thereon, costs of collection, and an attorney's fee, as damages for the breach of an agreement, contained in and endorsed upon a promissory note executed by Forestdell Development Company, Inc., on February 26, 1962, which agreement was entered into by the defendants on the 26th day of February, 1962, and by which they promised, as follows:

Each of the undersigned endorers separately and severally agrees:  
(a) to pay this note; (b) to pay interest which may become due thereon and that such interest may be collected by the Payee or owner of the note discounting the same; (c) notwithstanding anything to the contrary, in the event of default, to pay interest on this note from date at the rate of eight (8%) per cent per annum until said note is paid; and (d) to be bound and to perform, in the event of Payor's failure to do so, all other obligations of Payor under said note.

Each of the undersigned waives, as to this debt, all right of exemption under the Constitution and laws of Alabama and any other state, and each agrees to pay all costs of collecting or securing, or attempting to collect or secure, this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and each severally waives demand, presentment, protest, notice of protest, suit

and all other requirements necessary to hold him, and further assents to, and waives notice of any partial payment, any renewal or extension of said note and any release of or subordination of all or any part of any collateral or other security, and agrees that this endorsement shall continue in full force and effect as to any one or more of such renewals or extensions, notwithstanding any partial payment, prepayment or other payments or the release or subordination of all or any part of any collateral or security securing said note.

WALTER BLOXHAM

R. J. BALES

The maker of the note has failed to meet its obligations under the note, and the note is in default. The plaintiff has made demand of the maker of the note. The plaintiff has made demand of the defendants. The principal sum of \$1800.00, interest thereon, costs of collection, and an attorney's fee, remain due and unpaid; hence, this suit.

Louis E. Braswell  
Attorney for Plaintiff

Of Counsel:

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON

Defendant Walter Bloxham may be served at:

322 Delmar  
Fairhope, Alabama

Defendant R. J. Bales may be served at:

322 Delmar  
Fairhope, Alabama

FILED

AUG 10 1966

ALICE L. DUCK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 5659

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

Walter Bloxham and R. J. Bales, Jointle and Severally

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

Walter Bloxham and R. J. Bales, Jointly and Severally

Defendant

by Meyer Properties, Inc. A Corp

Plaintiff

Witness my hand this

9

day of

August

19

63

Clerk



No. 5659

Page

THE STATE OF ALABAMA  
BALDWIN COUNTY

CIRCUIT COURT

MEYER PROPERTIES, INC. A CORP

vs. Plaintiffs

WALTER BLOXHAM and R. J. BALES

jointly and severally

Defendants

SUMMONS and COMPLAINT

Filed 8-9-, 19 63

Alice J. Duck, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

Aug 9, 19 63

Sheriff

I have executed this summons

this 13<sup>th</sup> day of Aug, 19 63  
by leaving a copy with

R. J. Bales  
Walter Bloxham

Sheriff claims 140 miles at

Ten Cents per mile to J. S. 14.00

TAYLOR V. K. G. Sheriff

BY Fred Seibert  
DEPUTY SHERIFF

Taylor Welk Sheriff

By Fred Seibert Deputy Sheriff

F. Seibert

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON  
LAWYERS

SIXTH FLOOR FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

CHAS. C. HAND  
C. B. ARENDALL, JR.  
T. MASSEY BEDSOLE  
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HEMLOCK 2-5514

August 8, 1963

Mrs. Alice Duck, Clerk  
Circuit Court of Baldwin County  
Bay Minette, Alabama

Re: Meyer Properties, Inc., a corporation  
v. Forestdell Development Company, Inc.,  
a corporation, Defendant  
Meyer Properties, Inc., a corporation,  
Plaintiff v. Walter Bloxham and R. J.  
Bales, jointly and severally, Defendants

Dear Mrs. Duck:

Enclosed is the original and one copy of the Complaint in the first case mentioned above and the original and two copies of the Complaint in the second case mentioned above. Would you please see that these are appropriately filed in the Circuit Court of Baldwin County.

Also enclosed is a copy of this letter and an addressed, stamped envelope. We would appreciate your acknowledging receipt of these Complaints on the enclosed copy of the letter and returning the carbon of the letter to us so that we might know that the Complaints are properly filed.

Yours very truly,

*Louis E. Braswell*

For the Firm

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