

STATE OF ALABAMA

BALDWIN COUNTY

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons Charles W. Pukys, to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of A. G. Allegri & Company, a corporation.

Witness my hand this 28 day of Feb., 1963.

Alice J. Duck  
Alice J. Duck, Clerk

A. G. ALLEGRI & COMPANY,  
a corporation

PLAINTIFF

Vs.

CHARLES W. PUKYS

DEFENDANT

§

§

§

§

§

§

1.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 5491

The Plaintiff claims of the Defendant SIX HUNDRED THIRTY-NINE AND 01/100 DOLLARS (\$639.01) balance due on promissory note made by the Defendant on the 1st day of January, 1960, and payable five months after date. The Plaintiff avers that the Defendant defaulted in payment and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims interest at the rate of 8% per annum from January 1, 1960. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of NINETY FIVE DOLLARS (\$95.00).

WILTERS, BRANTLEY & NESBIT

BY: Charles S. Nesbit  
Attorneys for the Plaintiff

FILED

FEB 28 1963

ALICE J. DUCK, CLERK  
REGISTER

39

*Ref may be served  
at his home near  
Robert Dale, Ala.  
Ex-3-9-63*

No. 5491

IN THE CIRCUIT COURT OF  
BALDWIN  
BALDWIN COUNTY, ALABAMA

AT LAW

A.GG. ALLEGRI & COMPANY  
a corporation

Plaintiff

Vs.

CHARLES W. PUKYS

Defendant

SUMMONS AND COMPLAINT

Walters, Brantley & Nesbit  
Box 555  
Robertsdale, Alabama

FILED  
FEB 28 1963

WALTERS, BRANTLEY & NESBIT  
REGISTER

ceived 28 day of Feb 1963  
d on 9 day of March 1963  
erved a copy of the within D+C  
Charles W. Pukys

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

TAYLOR WILKINS, Sheriff

By A. J. Hall D. S.

Robertsdale 50 miles

Sheriff claims 50 miles at  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff

BY \_\_\_\_\_  
DEPUTY SHERIFF

\$639.01

\$ 639.01

Loxley

ALA.

January 1

19 60

Five (5) months

AFTER DATE, WITHOUT GRACE

I

PROMISE TO PAY

TO THE ORDER OF A. G. Allegri & Company

Six Hundred Thirty-Nine and 01/100

DOLLARS

FOR VALUE RECEIVED, WITH INTEREST AT 8 PER CENT. PER ANNUM FROM January 1, 1960 UNTIL PAID.

PAYABLE AT A. G. Allegri & Company Loxley, Alabama

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal property and they each severally agree 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 maker, endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Charlie Fukys

SEAL

DUE June 1, 1960

Charles W. Fukys

SEAL

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

BOOK 375 PAGE 601

The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended

without notice. The said \_\_\_\_\_,

is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

A. G. Allegri & Co.

by Jack Allegri

STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed  
and the following tax collected on

OCT 25 1961 8 A.M.

Deed \$ \_\_\_\_\_ Mort. \$ 1.05 Recorded in 111

Book 375

Page 601 W. C. Pursant  
Judge of Probate

By \_\_\_\_\_ ac

M - 1.05

R - .90  
1.95

A. G. Allegri  
Daphne, Ala.