

CECIL G. CHASON
ATTORNEY-AT-LAW
FOLEY, ALABAMA

March 4, 1963

Mrs. Alice J. Duck
Clerk of Court
Bay Minette, Alabama

Dear Mrs. Duck:

I am enclosing Summons and Complaint of Colquitt
Loan Company vs G. L. Chisenhall.

Yours very truly,


C. G. Chason

CGC:dc

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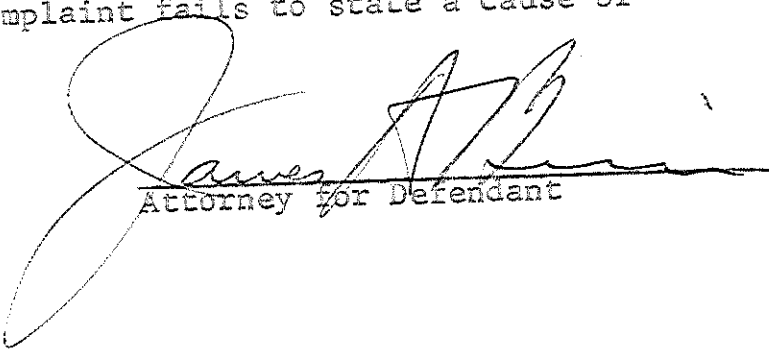
COLQUITT LOAN COMPANY,
PLAINTIFF
VS
G. L. CHISENHALL,
DEFENDANT

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

DEMURRER

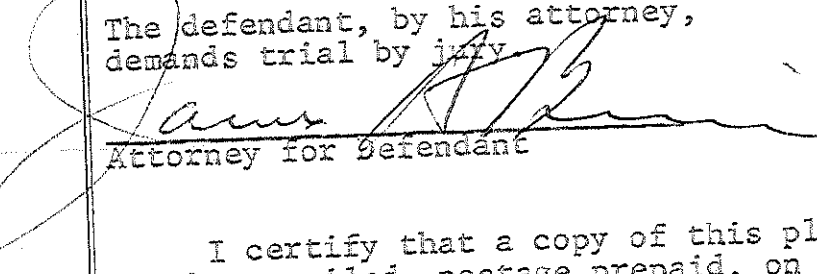
Comes now the defendant, by his attorney, and demurs to the bill of complaint heretofore filed in said cause and sets down as grounds therefore, separately and severally the following:

1. For that said complaint fails to state a cause of action.

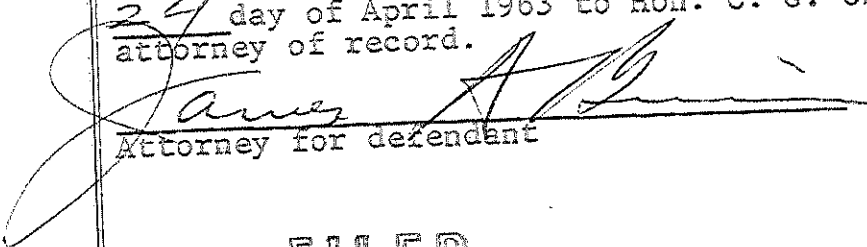

Attorney for Defendant

DEMAND FOR TRIAL BY JURY

The defendant, by his attorney,
demands trial by jury


Attorney for Defendant

I certify that a copy of this pleading has been mailed, postage prepaid, on this 24 day of April 1963 to Hon. C. G. Chason, attorney of record.


Attorney for defendant

FILED

APR 25 1963

ALICE L. DUCK, CLERK
REGISTER

STATE OF ALABAMA

BALDWIN COUNTY

. . . . IN THE CIRCUIT COURT . . . LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summons G. L. CHISENHALL to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of COLQUITT LOAN COMPANY

WITNESS my hand this the 6 day of March, 1963.

Alvin J. Duck
Clerk

COLQUITT LOAN COMPANY,

Plaintiff,

VS

G. L. CHISENHALL,

Defendant.

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IN THE CIRCUIT COURT OF"

BALDWIN COUNTY, ALABAMA

LAW SIDE

COUNT ONE

The Plaintiff claims of the Defendant ONE THOUSAND THIRTY-THREE and 20/100 Dollars (\$1,033.20) due by Promissory Note made by him, on to-wit, August 23, 1960, payable in twenty-four (24) monthly installments thereafter beginning on October 5, 1960, plus interest at the rate of eight per cent (8%) per annum, from September 5, 1962, which sum of money with the interest thereon, is still due and unpaid.

The Plaintiff avers that in and by the terms of said note the Defendant waived all rights of exemption under the Constitution and laws of any state, and of this waiver the Plaintiff now claims the benefit.

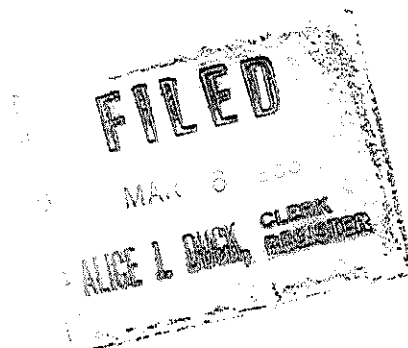
The Plaintiff further avers that in and by the terms of said note the Defendant agreed to pay all costs of collecting or securing, or attempting to collect this note, including an

attorney's fee of fifteen per cent (15%), and the Plaintiff further claims of the Defendant the further and additional sum of ONE HUNDRED SIXTY-ONE and 18/100 DOLLARS (\$161.18) as such reasonable attorney's fee.



Attorney for Plaintiff

EX-3-15-63



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SUMMONS & COMPLAINT

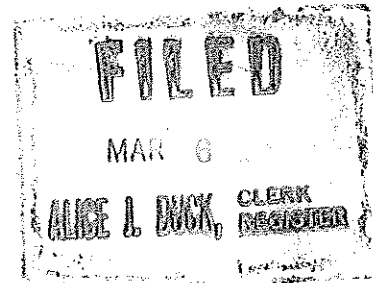
Received 6 day of Mar 1963
on 15 day of Mar 1963
served a copy of the within D & C
G. L. Chisenhall
service on _____

TAYLOR WILKINS, Sheriff
By [Signature] D.S.

COLQUITT LOAN COMPANY,
Plaintiff
vs
G. L. CHISENHALL,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Chidress
DEPUTY SHERIFF



CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA