

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

SUMMONS AND COMPLAINT

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon David E. Wallace, of Foley, Alabama, 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, Alabama, at Bay Minette, against said DAVID E. WALLACE by Mrs Hugo Kretzschmar Waters, plaintiff.

Witness my hand this 15 day of April, 1963.

Alice J. Duck
Clerk.

MRS HUGO KRETZSCHMAR WATERS,)
Plaintiff,)
vs)
DAVID E. WALLACE,)
Defendant.)
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
Case No. 5541

COUNT ONE:

The plaintiff claims of the Defendant, David E. Wallace, THREE HUNDRED and NO/100 (\$300.00) DOLLARS, due by promissory note made by him on the 18th day of April, 1960, and payable on the 18th day of April, 1961, with interest thereon.

Kenneth Cooper
Attorney for Plaintiff

Defendant's Address:
Bon Secour Route
Foley, Alabama

FILED

APR 15 1963

ALICE J. DUCK, CLERK
REGISTER

Ed. 6-14-63

Cash
Hornby
Nellis
Telephones Co., J

CASE N^o. 5541

Service on _____

 TAYLOR WILKINS/SHONTI
 By Horatio Williams

Sheriff claims 82 miles at
Ten Cents per mile Total \$ 8.20
TAYLOR WILKINS, Sheriff
BY _____ DEPUTY SHERIFF

00000000000000000000000000000000

MRS HUGO KRETZSCHMAR WATERS
Plaintiff,
Vs

DAVID E. WALLACE,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

COMPLAINT

FILED
APR 18 1963
ALICE J. DUCK, CLERK
REGISTER

Kenneth Cooper
Bay Minette, Ala.
Attorney for Plain-
tiff.

\$ 300.00 Foley Alabama April 18, 1960 19
Payable on April 18, 1961 after date without grace I promise to pay to the order of
Mrs. Hugo Kretzschmar, Box 116 Route #1, Elberta, Alabama
Three hundred and no/100 - - - - - DOLLARS

for value received, in lawful money of the United States of America, with interest from Maturity
at the rate of 8% per cent per annum until paid.

Payable at to Mrs. Hugo Kretzschmar

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, 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 the 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. All suits for the collection of this note may be prosecuted in any county in this State that the payee or assignee elects.

Witness hand and seal the 18th day of April, 19 60
Witness Delta H. Gwaltney
Witness Notary Public David E. Wallace (SEAL)
No. Due (SEAL)