

STATE OF ALABAMA,
COUNTY OF BALDWIN.

5846

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon CHESTER HUNT, 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 CHESTER HUNT, Defendant, by RUFFLES COMPANY, INC., a corporation, Plaintiff.

Witness my hand this 4 day of December, 1963.

Alice J. Duck Clerk

RUFFLES COMPANY, INC.,	Q	IN THE CIRCUIT COURT OF
A Corporation,	Q	
Plaintiff,	Q	BALDWIN COUNTY, ALABAMA,
Vs.	Q	AT LAW.
CHESTER HUNT,	Q	
Defendant.	Q	

C O M P L A I N T

The Plaintiff claims of the Defendant the sum of SIX HUNDRED AND 86/100 (\$600.86) DOLLARS due by promissory note made by him on the 24th day of January, 1963, with interest at EIGHT PER CENT (8%) per annum from the 24th day of June, 1963, and payable in installments of TWENTY DOLLARS (\$20.00) per month, starting March 7th, 1963; and the Plaintiff avers that the Defendant defaulted in the payment due on the 7th of June, 1963, and the Plaintiff under the terms of said note declared the entire unpaid balance due and payable;

And the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama, and agreed to pay an attorney's fee for the collection thereof, and the Plaintiff hereby claims the further sum of ONE HUNDRED TWENTY & NO/100 (\$120.00) DOLLARS as such attorney's fee.

FILED

DEC 4 1963

ALICE J. DUCK, CLERK REGISTER

EX-12-10-63

E. G. RICKARBY, Attorney for Plaintiff.

5846

Ruffles Company
Inc

vs.

Chester Hunt

% Grand Juror

Received 4 day of Dec. 1963
and on 10 day of Dec 1963

I served a copy of the within A & C
on Chester Hunt

By service on

TAYLOR/WILKINS, Sheriff

By Leibert D. S.
pt chair

Sheriff claims 80 miles at
Ten Cents per mile 8.00
TAYLOR/WILKINS, Sheriff
by Fred Leibert
DEPUTY SHERIFF

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

January 10, 1964

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

Dear Mrs. Duck:

Inre: Ruffles Company, Inc.
Vs: Chester Hunt
Our File: 63-284
Circuit Number: 5846

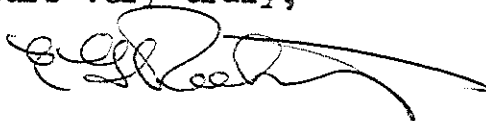
Request Judgment by Default in this case for

Principal.....	\$ 600.86
Interest	26.06
Attorneys fee	<u>120.00</u>
TOTAL ..	\$ 746.92

on promissory note, and send me certificate of
judgment for recording.

I am enclosing note herewith.

Yours very truly,



EGR/ms
Enclosure
cc: Ruffles Company, Inc.

2-10-64

\$609.32.....

FAIRHOPE, ALA.,...January 24,.....19.63

.....AFTER DATE, WITHOUT GRACE, I or WE.....

PROMISE TO PAY TO THE ORDER OF BANK OF FAIRHOPE ..Ruffles Company, Inc.....

Six Hundred Nine Dollars and 32/100 plus .8% interest.....DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, FAIRHOPE, ALABAMA.

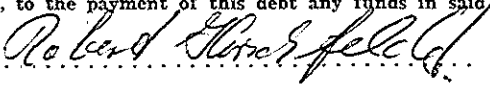
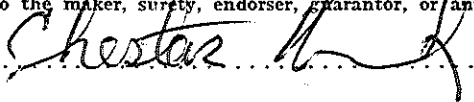
To secure the payment of this bond or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

Ruffles Company, Inc.	\$260.40	This note given as security but not
"	"	"
"	16.70	in payment of open account.....
Fairhope Hardware	161.90	
"	"	
Material Sales Co., Inc.	26.60	
"	"	
Fairhope Hardware	143.72	
"	"	
	\$609.32	

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

The parties to this instrument, whether maker, endorser, 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 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.

ATTEST

[L. S.]

[L. S.]

The Undersigned Endorsers assume the contract shown by the face of this note.

Ruffles Co., Inc.

by W. R. Ruffles

Date 6-21-63

For value received pay to the order of

Ruffles Co., Inc.

to whom we hereby sell, assign and transfer all our right, title and interest to the within instrument and any and all property therein described, all without recourse on us or on our immediately prior endorser or assigner and without any warranty whatsoever by us.

THE BANK OF FAIRHOPE OF FAIRHOPE

by Willie I. Dean
Title A.O.P.

Payments of 20.00. (Twenty 00/00)
per month starting March 7th 1963
and each following 7th of each month
untill paid in full. plus interest.

@ 8%

LAW OFFICES
E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

December 3, 1963

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

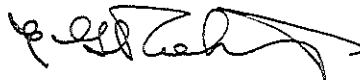
Dear Mrs. Duck:

Re: Ruffles Company, Inc.
Vs: Chester Hunt
Our File: 63-284

With this I am handing you summons and complaint
on promissory note, in the above styled cause.

Please process and hand summons to sheriff so that
defendant may be served. Thanks.

Yours very truly,



ts
encl.
cc: Ruffles Company, Inc.