

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

March 5, 1963

5500

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

Dear Mrs. Duck:

Re: Dave Lundman, doing business as Local Roofing
& Insulation Co.
Vs: Earl Forsman, individually and doing business
as Forsman Construction Co.
Our File: 62-78

Enclosed find summons and complaint, itemized and
verified statement and \$25.00 deposit for costs in
the above mentioned cause. Please process and
oblige.

Yours very truly,



EGR/wrt
Enclosures
cc: (dup.) Client
cc: Mr. Earl Forsman
4/5/63

DAVE LUNDMAN, doing business
as LOCAL ROOFING & INSULATION
CO.,

Plaintiff,

VS.

EARL FORSMAN, individually and
doing business as FORSMAN
CONSTRUCTION CO.,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,
AT LAW.

CASE NO. _____


C O M P L A I N T

COUNT I

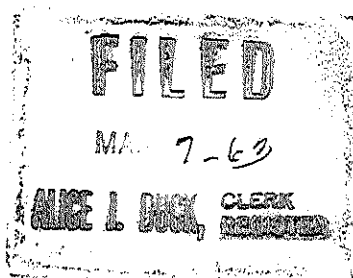
The Plaintiff claims of the Defendant the sum of TWO HUNDRED NINETY DOLLARS (\$290.00), due from him by account on, to-wit, the 10th day of June, 1961, which sum of money with the interest thereon is still unpaid. The account sued on is evidenced by an itemized and verified statement filed herewith.

COUNT II

The Plaintiff claims of the Defendant the sum of TWO HUNDRED NINETY DOLLARS (\$290.00), due from him for work and labor done for Defendant by the Plaintiff on, to-wit, the 29th day of May, 1961, at Defendant's request, which sum of money with the interest thereon is still unpaid.


E. G. RICKARBY, Attorney for Plaintiff

Defendant's address:
557 N. Mobile Avenue
Fairhope, Alabama



WORK GUARANTEED

FULLY INSURED

LOCAL ROOFING & INSULATION CO.

ROOFING

Tar and Gravel

Built up Asphalt

Asphalt Shingle

P.O. Box 265

DIAL EM. 2-4116

217 Peterson Road

LIBERTYVILLE, ILLINOIS

INSULATION

Blown in or Batt Type

SHEET METAL

Gutters - Downspouts

DATE May 29, 1961

Forsman Construction Co.,
Brown Road
Wauconda, Ill.

NO. 4231

All bills due on the tenth of the following month; 6 per cent interest charged thereafter.

Shingle roofing building in back of your barn in
Wauconda, color Frost Blende Wind-Seal

\$290.00

We Cover All Lake County and Adjoining Areas

COUNTY OF Lake
STATE OF Illinois

89-188 (13743)

Be it remembered, that on this 27th day of February
A. D., 1963, personally appeared before me, the undersigned authority,

Dave Lundman known to me
who being duly sworn, upon his oath stated that he is sole owner of
of Local Roofing & Insulation Co.

~~a corporation organized and doing business under the laws of the State of~~
~~and has been duly authorized by said corporation to make this affidavit~~
~~for a partnership composed of~~

a sole trader doing business as Local Roofing & Insulation Co.
and that as such he makes this affidavit; that he is familiar with the books and business of
said Local Roofing & Insulation Co.; that the attached account against

Earl Forsman, d/b/a of Forsman Construction Co.
is just and correct, within the knowledge of this affiant, that the items thereon stated and com-
posing the said account were sold and delivered to said Forsman Construction Co.

at { ~~the~~
~~their~~ } special instance and request, that credit has been duly given for all payments and
his
just and lawful offsets to which said account is entitled as thereon stated, and that the balance
thereof, amounting to the sum of Two hundred ninety and no/100 ----- Dollars
(\$ 290.00) with interest from June 10th 1961 is justly due and
remains unpaid.

Dave Lundman

X

I hereby certify under my official seal that I am authorized as a Notary Public to
administer oaths under the laws of the State of Illinois
and that the foregoing was subscribed and sworn to before me on the day and year
first above stated.

Paul Mollenhauer

Notary Public

County of Lake State of Illinois
My commission expires March 28, A. D. 19 64

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,

Baldwin County.

Circuit Court, Baldwin County

No.-----

----- TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon

EARL FORSMAN

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 EARL FORSMAN,

CO.,
individually and doing business as FORSMAN CONSTRUCTION/ Defendant.

by DAVE LUNDMAN, doing business as LOCAL ROOFING & INSULATION CO.

-----, Plaintiff.

Witness my hand this 27 day of March 19 63

Reichardt, Clerk

STATE of ALABAMA**Baldwin County****CIRCUIT COURT**

DAVE LUNDMAN, doing business as
LOCAL ROOFING & INSULATION CO.

Plaintiffs

vs.

EARL FORSMAN, individually and
doing business as FORSMAN
CONSTRUCTION CO.

Defendants

Summons and Complaint**FILED**

Filed

MAR 7 1963

19

ALICE J. DICK, CLERK

Clerk

E. G. Rickarby
Attorney at Law
P. O. Box 71
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

557 N. Mobile Avenue
Fairhope, Alabama

Received In Office

3/7, 1963

Sheriff.

I have executed this summons

this

12th day of March 1963

by leaving a copy with

Earl ForsmanSheriff claims 20 miles atTen Cents per mile Total \$ 2.00

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

By Fred LibertyThyne

Deputy Sheriff.

\$

~~XXXXXXXXXX~~

Canton, Miss.,

11/22/61

18

after date, I, we, or either of us, promise to pay to

DOLLARS

The makers, signers and endorsers of this note severally waive presentment for payment, demand, notice of protest, and agree to all extensions and partial payments, before or after maturity, without prejudice to the holder, and in case of insolvency, bankruptcy or failure in business of the undersigned, endorsers, guarantors or any of them, then in any such case, this note and all other obligations and liabilities, direct or contingent, of the undersigned and each of them to the Bank, shall forthwith, at the option of the Bank, become due and payable without demand or notice; and further agree that should the President or Cashier or said Bank be of the opinion that the security given for this note is depreciating in value to the extent that the same is not considered by them sufficient security for this indebtedness, they, or either of them, may call on the makers or endorsers or either of them, or any person signing this note, for additional security, and if same is not immediately furnished, they or either of them, may declare this note due, and sell said security given for same immediately, at private sale or public sale, as Cashier or President may elect. And the owner of this note may purchase said property sold if sale is made at public outcry. If sale is made at public outcry, terms must be cash, and three days' notice of the time and place of sale shall be given by one notice posted at the front door of the Court House in Canton, said notice to state time and place of sale. It being left entirely to the discretion of the Cashier or President, or either of them, whether sale be public or private, and for the purpose of making such sale and passing title to the purchaser, the Cashier of this Bank is invested with the title to all Collateral deposited to secure this note, and is authorized to make all necessary transfers to pass title to the purchaser of any such collateral. The proceeds arising from sale of said collaterals shall be applied to the payment of this note and collection charges, if any, or any other note, or any account, overdraft, or any obligation whatsoever which may be due and owing from either or any of the makers or endorsers of this note to said Bank no matter how contracted or when due.

P. O.

C. H. Matthews
Mr C. H. Matthews
Bay Minette, Alabama

E. G. RICKARBY
392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

April 15, 1963

Mrs. Alice Duck

Clerk of the Circuit Court

Bay Minette, Alabama

Dear Mrs. Duck:

Re: Local Roofing & Insulation Co.
Vs: Forsman Construction Co.
Case No. 5500

Please get Judge Hall to enter judgment by default on itemized and verified statement of account for \$309.00, being claim, plus \$29.00 interest, less \$10.00 credit since suit was filed. Send me certificate of judgment and oblige.

Yours very truly,



EGR/wrt

cc: (dup.) Client

4/22/63