

The endorers 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 endorers, 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. \$ 1.80 recorded in *Mtg.*

Book *375*

Page *599* *W. R. R. R. R. R.* Judge of Probate

By *ae*

*m. 1.80*

*R. 90*

*2.70*

*A. G. Allegri*

*Daphne Ala.*

*7-7-63 - \$250.00 on interest P.S.D.*

\$ 1123.50

\$ 1123.50

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

One Thousand One Hundred Twenty-Three and 50/100

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.

H. E. Tindal

SEAL

H. E. Tindal

Foley

SEAL

No.

DUE June 1, 1960

BOOK 379 PAGE 508

44-38774

78.65

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

April 6, 1963

Mrs. Alice J. Duck  
Circuit Clerk  
Bay Minette, Alabama

Re: A. G. Allegri & Company, a corp-  
oration  
Vs: H. E. Tindal  
At Law, No. 5502

Dear Mrs. Duck:

I enclose, to be processed, a demurrer in the above  
styled cause.

Sincerely,



Cecil G. Chason

CGC:j  
Enclosure

cc: Phyllis S. Nesbit  
Wilters, Brantley & Nesbit  
Bay Minette, Alabama

STATE OF ALABAMA

BALDWIN COUNTY

§

IN THE CIRCUIT COURT OF

§

BALDWIN COUNTY, ALABAMA

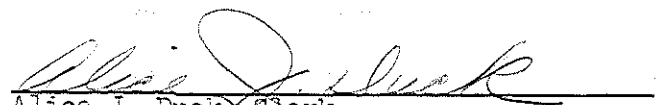
§

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons H. E. Tindal, to appear before the Circuit Court, to be held for said Court 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 11 day of March, 1963.

  
Alice J. Duck, Clerk

A. G. ALLEGRI & COMPANY,  
a Corporation

PLAINTIFF

VS

H. E. TINDAL

DEFENDANT

§

§

IN THE CIRCUIT COURT OF

§

BALDWIN COUNTY, ALABAMA

§

AT LAW

§


NO. \_\_\_\_\_

1.

The Plaintiff claims of the Defendant ONE THOUSAND-ONE HUNDRED TWENTY-THREE AND 50/100 DOLLARS (\$1,123.50) 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 ONE HUNDRED SIXTY-EIGHT DOLLARS AND 50/100 (\$168.50).

WILTERS, BRANTLEY & NESBIT

BY:

  
Attorneys for the Plaintiff

*Def. may be  
Served in Jail  
Ex-3-20-62*

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 H. E. Tindal, to appear before the Circuit Court, to be held for said Court 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 11 day of March, 1963.

  
Alice J. Duck, Clerk

A. G. ALLEGRI & COMPANY,  
a Corporation

PLAINTIFF

VS

H. E. TINDAL

DEFENDANT

§

§

§

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

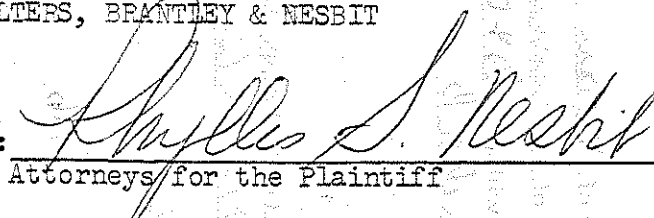
NO. \_\_\_\_\_

1.

The Plaintiff claims of the Defendant ONE THOUSAND-ONE HUNDRED TWENTY-THREE AND 50/100 DOLLARS (\$1,123.50) 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 ONE HUNDRED SIXTY-EIGHT DOLLARS AND 50/100 (\$168.50).

WILTERS, BRANTLEY & NESBIT

BY:

  
Attorneys for the Plaintiff

*Def. may be  
Served in Jail  
Ex-3-20-62*

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW, NO. 5502