

CHASON, STONE & CHASON

ATTORNEYS AT LAW

P. O. BOX 120

BAY MINETTE, ALABAMA

JOHN CHASON
NORBORNE C. STONE, JR.
JOHN EARLE CHASON

TELEPHONE 937-2191

May 13, 1965

Sheriff Taylor Wilkins
Bay Minette, Alabama

Dear Sir:

Re: Dixon Tom-A-Toe, Inc.
vs. Trawick

We filed the above suit and you stated that Mr. Trawick was not found in this county. We then notified you that he was living in or near Greenville, Alabama, in a house trailer. I understand that you sent the summons and complaint to the sheriff of that county and that he returned the papers stating that Mr. Trawick was not found in Greenville. I am making an extra copy of this letter so that you may again send the summons and complaint to the sheriff up there, together with a copy of this letter.

I am now advised that Mr. Trawick has a forwarding address, 'Pigeon Creek, Star Route, Greenville, Alabama, c/o R. B. Lowrey.' I am further informed that he drives a produce truck belonging to LaFlore Produce Company of Mobile, and that he goes from Evergreen to Mobile two or three times a week. I am sure the sheriff should be able to locate him at the home of Mr. Lowrey, if he will. I would appreciate your trying to get service in this matter for us.

With best regards, we are

Yours very truly,

CHASON, STONE & CHASON

By: 

JC:mb
Enc: As Noted

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Thomas W. Trawick, Jr., individually and doing business as Trawick Produce Company, to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of Dixon Tom-A-Toe Company, Inc., a corporation.

Witness my hand this 16 day of October, 1964.

Deirdre H. H. H.
Clerk

DIXON TOM-A-TOE COMPANY,
INC., a corporation,

Plaintiff

vs.

THOMAS W. TRAWICK, JR.,
Individually and doing
business as TRAWICK
PRODUCE COMPANY,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The Plaintiff claims of the Defendant Two Thousand Six Hundred Dollars (\$2,600.00) due by promissory note made by him on February 7, 1964, payable on demand, which demand has been duly made upon the Defendant, together with interest thereon.

The Plaintiff alleges that in, by and as a part of said note the Defendant waived as to this debt all right of exemption under the Constitution and laws of Alabama or any other state, and of this waiver the Plaintiff now claims the benefit.

The Plaintiff further alleges that in, by and as a part of

said note the Defendant agreed to pay all costs of collecting or securing or attempting to collect or secure this debt, including a reasonable attorneys' fee, whether the same be collected by suit or otherwise, and the Plaintiff further claims of the Defendant the further and additional sum of Six Hundred Dollars (\$600.00) as such reasonable attorneys' fee.

Charles H. Storer & Gussner
Attorneys for Plaintiff

FILED

OCT 26 1984

ALICE J. DICK, CLERK

64-5-15-65

Miles 16

3 Feb 65

Received 16 day of Feb 1965

and on 16 day of Feb 1965

served a copy of the within Rec.

on Thomas W. Trawick Jr.

by service on 5-15-65

W.W. Trawick Jr.

W.W. Trawick Sheriff

By Taylor Wilkins, Sheriff

D. S.

Returned 7 day of Nov 1964

Not found in my county after diligent search and in-

quiry.

Taylor Wilkins, Sheriff

By W.C. Tolbert

Deputy Sheriff

not found
in Greenville

RECEIVED

MAY 14 1965

TAYLOR WILKINS

MO. 6241

DIXON TOM-A-TOE COMPANY, INC.
A Corporation,

Plaintiff,

vs

THOMAS W. TRAWICK, JR., ET AL.

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

SUMMONS AND COMPLAINT

FILED
OCT. 16 1964
AUG. 16 1964

CHASON, STONE & CHASON

ATTORNEYS AT LAW

P. O. Box 120

DAYTON, OHIO

5-15-65

Exhibited by Service
Copy on Thomas W. Trawick Jr.

W.W. Trawick Sheriff
by H.N. Stanford

Miles 16

WALLER BROS., MOBILE.
FORM NO. 101

MOBILE, ALA.,

February 7

19 64

AFTER DATE, WITHOUT GRACE, 1

PROMISE TO PAY

TO THE ORDER OF Dixon Tomato Companies, Inc. \$ 2600⁰⁰

Two thousand six hundred + no/100 DOLLARS

For Value Received, Payable at the 500 Continental Bldg., Atlanta, Ga.

The parties to this instrument, whether maker, endorser, surety, guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state 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 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.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter interest at the rate of eight per cent. per annum until paid.

Thawick Produce Co.

DUE

APR 20 5

Thomas W. Thawick Jr.
Box 55 Bay Minette, Ala. 937 6218