

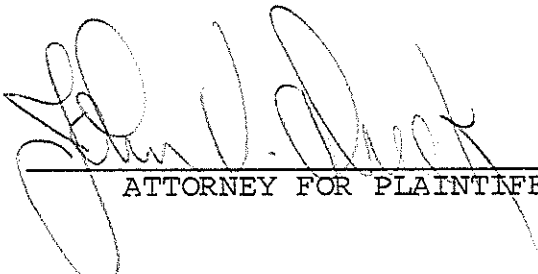
NIX & FLEMING SUPPLY COMPANY, )	IN THE CIRCUIT COURT OF
INC., a corporation, )	BALDWIN COUNTY, ALABAMA
Plaintiff, )	AT LAW
vs. )	701.6244
J. H. RAPE, )	
Defendant. )	

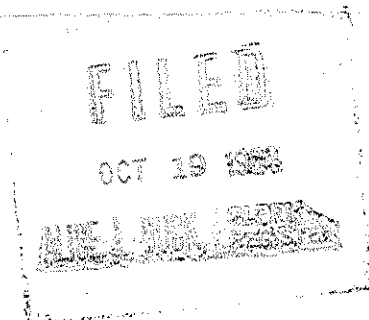
COUNT I

Plaintiff claims of the Defendant the sum of ONE HUNDRED FIFTY-SIX AND NO/100 (\$156.00) DOLLARS due by Promissory Note made by him on the 28th day of December, 1963, and payable on the 28th day of January, 1964, with the interest thereon.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all costs of collecting, or securing, or attempting to collect or secure this note including a reasonable Attorney's Fee, and the Plaintiff now claims the further and additional sum of FORTY AND NO/100 (\$40.00) DOLLARS as a reasonable Attorney's Fee.

Plaintiff further avers that in and by the terms of said note, the Defendant waived all rights of exemption under the constitution of the laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.

  
 ATTORNEY FOR PLAINTIFF



SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No.....

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon J. H. RAPE

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.....

J. H. RAPE....., Defendant.....

by NIX & FLEMING SUPPLY COMPANY, INC., a corporation,

....., Plaintiff.....

Witness my hand this 19 day of Oct 1964

Chief Clerk....., Clerk

E-10-23-64

No. 6244

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

NIX & FLEMING SUPPLY COMPANY,  
INC., a corporation,

Plaintiffs

vs.

J. H. RAPE

Defendants

SUMMONS AND COMPLAINT

Filed OCT 10 1964 19.....

MADE & SIGNED Clerk

John V. Duck

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Johnson Street  
Fairhope, Alabama

Received In Office

10/19 1964

..... Sheriff  
I have executed this summons  
this 23/ Oct 1964  
by leaving a copy with

J. H. Rape

E. H. Hays

SHERRIFF'S CLERK 70 FEE OF 7.00  
TAYLOR WILKINS, Sheriff  
BY RP  
DEPUTY SHERIFF

Loula Wilkins Sheriff  
Roy Randall Deputy Sheriff

FROM

Message to be sent by  
 the sender to the recipient  
 in the form of a letter  
 or a card, etc.

Message  
 Reply

DATE:

October 10, 1954

PRIORITY

- ☐ URGENT!  
☐ SOON AS POSSIBLE  
☐ NO REPLY NEEDED

FILE NO:

ATTENTION:

SUBJECT:

RECEIVED BY THE RECIPIENT

NO. OF COPIES

10/10/54

TO

Mr. Allen W. Smith  
 12000, Central Road  
 San Francisco, California

MESSAGE

Enclosed find one of the following documents

with copy and summons.

SIGNED:

W. H. Smith

DATE OF REPLY:

REPLY TO:

REPLY

SIGNED:

RECIPIENT: WRITE REPLY. RETURN WHITE TO SENDER. KEEP THIS PINK COPY.

331.00  
8% interest 26.48

357.48

# BANK OF FAIRHOPE

\$ 357.48

FAIRHOPE, ALA. Dec. 28- 1963

January 28, 1964

after date, without grace, I or We promise to pay to the

order of BANK OF FAIRHOPE Three hundred and thirty one dollars and no/100 plus 8% interest

DOLLARS

for value received. Payable at THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

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 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.

Witness ☒ hand..... and seal..... this, the 28th day of December, 1963