

MOBILE INFIRMARY, a corporation,	§	IN THE CIRCUIT COURT OF
	§	
PLAINTIFF	§	BALDWIN COUNTY, ALABAMA
	§	
VS	§	AT LAW
	§	
KENNETH WHITE,	§	
	§	NO. <u>6711</u>
DEFENDANT	§	
	§	
	1.	

The Plaintiff claims of the Defendant ONE HUNDRED EIGHTY-FOUR AND 99/100 DOLLARS (\$184.99), due by promissory note made by him on the 15th day of March, 1963 and payable on demand, with interest thereon. The Plaintiff claims interest at the rate of 8% per annum from the 15th day of March, 1963; this being provided for in the terms of said promissory note. The Plaintiff further avers, that the Defendant agreed in said promissory note, to pay all expenses, including reasonable attorney's fees in collecting the same, and the Plaintiff claims a reasonable attorney's fee in the amount of \$25.00.

WILTERS, BRANTLEY & NESBIT

By:

Thyllis S. Nesbit  
Attorneys for Plaintiff

FILED

SEP 30 1963

ALICE L. DICK, CLERK  
REGISTER

MOBILE INFIRMARY, a corporation	X	IN THE CIRCUIT COURT OF
	X	BALDWIN COUNTY, ALABAMA
	X	AT LAW
VS	X	
KENNETH WHITE,	X	
	X	NO. <u>6711</u>
DEFENDANT		

AMENDED COMPLAINT

1.

Comes now the Plaintiff in the above styled cause and amends its complaint to read as follows: The Plaintiff claims of the Defendant the sum of ONE HUNDRED EIGHTY-FOUR AND 99/100 DOLLARS (\$184.99), due by promissory note made by him on the 15th day of March, 1963 and payable on demand, with interest thereon, which is due and unpaid. The Plaintiff claims interest at the rate of 8% per annum from the 15th day of March 1963; this being provided for in the terms of said promissory note. The Plaintiff further avers, that the Defendant agreed in said promissory note, to pay all expenses, including reasonable attorney's fees in collecting the same, and the Plaintiff claims a reasonable attorney's fee in the amount of \$25.00.

WILTERS, BRANTLEY & NESBIT

By: Phyllis S. Nesbit  
Attorney for Plaintiff

STATE OF ALABAMA  
BALDWIN COUNTY

I, Phyllis S. Nesbit, Attorney for the Plaintiff, hereby certify that I have mailed a copy of the foregoing Amended Complaint to the Hon. Kenneth Cooper, Attorney at Law, Bay Minette, Alabama, Attorney for the Defendant, on this the 2 day of February, 1966.

Phyllis S. Nesbit  
Attorney for the Plaintiff

FILED

FEB 3 1966  
ALICE L. DUCK, CLERK  
REGISTER

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

MOBILE INFIRMARY,  
a Corporation,

PLAINTIFF

VS

KENNETH WHITE,

DEFENDANT

AMENDED COMPLAINT

Walters, Brantley & Nesbit,  
Robertsdale, Alabama

Plaintiff's Attorney

Kenneth Cooper  
Bay Minette, Alabama

Defendant's Attorney

FILED  
FEB 6 1938  
ALEX A. HUGH, CLERK  
REGISTER

MOBILE INFIRMARY, A  
Corporation,

Plaintiff,

Vs.

KENNETH WHITE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6711

DEMURRER

Comes now the defendant, in the above styled cause, by his attorney and demurs to the complaint, and separately and severally to each and every count thereof, and for grounds for demurrer, assigns separately and severally, the following:

1. Said count is vague and uncertain.
2. Count three is repetitious of Count 1, and does not state a different cause of action.

*Kenneth Cooper*

Attorney For Defendant

Attorney For Plaintiff

Hon Phyllis Nesbit  
Attorney At Law  
Robertsdale, Alabama

FILED

OCT 29 1965

ALICE I. DICK, CLERK  
REGISTER

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The 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 KENNETH WHITE

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 \_\_\_\_\_

KENNETH WHITE

\_\_\_\_\_, Defendant

by \_\_\_\_\_

MOBILE INFIRMARY, a corporation

\_\_\_\_\_, Plaintiff

Witness my hand this

\_\_\_\_\_ day of

Sept 1965

Alice J. Duck, Clerk

E4:10-4-65-

No. 6711

Page \_\_\_\_\_

The State of Alabama

Baldwin County

CIRCUIT COURT

MOBILE INFIRMARY,

a corporation

Plaintiffs

vs.

KENNETH WHITE

Defendants

Summons and Complaint

Filed \_\_\_\_\_ 19\_\_\_\_

SEP 30 1965

ALICE L. DICK

CLERK  
REGISTER

Clerk

Wilters, Brantley & Nesbit

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
810 Newport Parkway  
Bay Minette, Alabama

Received In Office

SEP 30 1965

19\_\_\_\_

TAYLOR WILKINS

SHERIFF

, Sheriff

I have executed this summons

this Oct 4 1965

by leaving a copy with

Taylor Wilkins Sheriff

W. C. Zeller Deputy Sheriff

STATE OF ALABAMA

COUNTY OF MOBILE

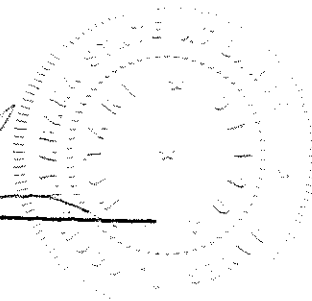
Before me, James D. Odom, a Notary Public, in  
and for said County and State, personally appeared T. J. Jones,  
who being by me duly sworn, deposes and says, that he is Credit Manager  
for the firm of MOBILE INFIRMARY;  
that the annexed statement of the account of said firm against  
KENNETH WHITE of BAY MINETTE, in the State  
ALABAMA, is just, true and correct; that there is now due  
on said account the sum of \$ 184.99, after deducting all credits,  
set-offs or counter-claims.

T. J. Jones

Sworn to and subscribed before me this 20th day of September

1945.

James D. Odom  
Notary Public,



Mobile, Ala.,

March 15, 1903

We promise to pay to the order of MOBILE INFIRMARY, Mobile, Alabama

One Hundred Eighty four & 99/100

Dollars \$ 184.99

for value received. Payable at MOBILE INFIRMARY, Mobile, Alabama.

In 1 installments of \$ 184.99 payable On Demand beginning

after date without grace and balance of \$ payable

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, payable monthly in advance on unpaid balance unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the notice shows on its face that it bears interest, by the owner thereof collecting interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties 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 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. If any installment is not paid at maturity or if a petition in bankruptcy is filed by or against the undersigned, or if a bill for a receiver be filed against the undersigned, or if the undersigned shall make any general assignment, or shall make any transfer or conveyance of any part of his property in such manner as to prefer one creditor over another, or to constitute a fraudulent conveyance, then the entire unpaid amount of this note shall become due and payable at the option of the holder. A photocopy of this note shall be considered as effective and valid as the original.

1. Kenneth White (Seal)

Address

Address



2.40  
7.20  
2.40  
1.00  
2.95 16.00  
.65 16.00  
.10  
13.70

TRANS TO COL LEDGER

46.71 6.888

MAR 13 63 228.65 \*  
MAR 14 63 245.30 \*  
MAR 15 63 231.70 \*  
MAR 15 63 184.99 \*  
MAR 15 63 0.00 \*

TOTAL CHARGES

BLUE CROSS AND INS. COVERAGE

DUE FROM PATIENT

231.70

LESS PATIENT'S PAYMENTS

BALANCE DUE FROM PATIENT

MISCELLANEOUS CODE EXPLANATION

2. OXYGEN
3. EKG - EEG - EMR
4. EMERGENCY ROOM
5. TRANSFUSIONS
6. TELEPHONE
7. PHYSICAL THERAPY

1. MISCELLANEOUS
- DIAPER SERVICE .11
- BIRTH CERTIFICATE .12
- BABY FORMULA .13
- BABY PICTURE .14
- CIRCUMCISION .15
- SHOCK THERAPY .16
- ORTHOPEDIC EQUIP. .17

1. MISCELLANEOUS
- SUCTION .18
- INHALATION .19
- POSITIVE PRESSURE .20
- VISITOR MEALS .21
- REFUNDS .22
- RED CROSS SERVICE .23
- .24

#6911

INSTALLMENT LOAN

FORM 2-63 File # 30 Summerlin, Pamela Mobile, Alabama, Nov 30, 1962, 19

I/We promise to pay to the order of ~~THE MERCHANTS NATIONAL BANK OF MOBILE~~ <sup>Mobile Infirmary</sup> Mobile, Alabama.

Three hundred twenty three dollars and 23/100 - - - - - Dollars \$ 323.23

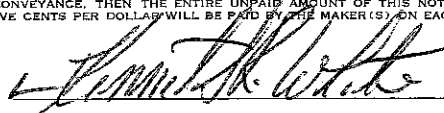
for value received. Payable at THE MERCHANTS NATIONAL BANK OF MOBILE, Mobile, Alabama

\$100.00 due December 10th  
In ~~monthly~~ installments of \$ 30.00 payable on 1/1/63 of each consecutive month, beginning Jan. 1963

after date without grace and balance of \$ payable

THE PARTIES TO THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY, OR GUARANTOR, EACH FOR HIMSELF, SEVERALLY AGREES: (A) TO PAY THIS NOTE; (B) TO PAY INTEREST THEREON AT THE RATE OF EIGHT PER CENTUM PER ANNUM, PAYABLE MONTHLY IN ADVANCE ON UNPAID BALANCE UNLESS OTHERWISE EXPRESSLY STIPULATED HEREIN, AND THAT SUCH INTEREST MAY BE COLLECTED BY THE PAYEE OR OWNER OF THE NOTE DISCOUNTING THE SAME, OR, IF THE NOTE SHOWS ON ITS FACE THAT IT BEARS INTEREST, BY THE OWNER THEREOF COLLECTING THE INTEREST AT ITS MATURITY; (C) THAT, IN ALL EVENTS, THIS NOTE, FROM THE DATE OF ITS MATURITY, SHALL BEAR INTEREST AT THE RATE OF EIGHT PER CENTUM PER ANNUM UNTIL PAID. EACH OF SAID PARTIES 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 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. IF ANY INSTALLMENT IS NOT PAID AT MATURITY, OR IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST THE UNDERSIGNED, OR IF A BILL FOR A RECEIVER BE FILED AGAINST THE UNDERSIGNED, OR IF THE UNDERSIGNED SHALL MAKE ANY GENERAL ASSIGNMENT, OR SHALL MAKE ANY TRANSFER OR CONVEYANCE OF ANY PART OF HIS PROPERTY IN SUCH MANNER AS TO PREFER ONE CREDITOR OVER ANOTHER, OR TO CONSTITUTE A FRAUDULENT CONVEYANCE, THEN THE ENTIRE UNPAID AMOUNT OF THIS NOTE SHALL BECOME DUE AND PAYABLE AT THE OPTION OF THE HOLDER. IT IS UNDERSTOOD AND AGREED THAT A LATE CHARGE OF FIVE CENTS PER DOLLAR WILL BE PAID BY THE MAKER(S) ON EACH INSTALLMENT MORE THAN FIFTEEN DAYS IN ARREARS.

810 New Port Park Way Bay Minette, Alabama  
Address

 (SEAL)

Address

396 (SEAL)