

SUMMONS

STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons BILL BARLOW, a/k/a WILBUR BARLOW, 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, Alabama, at the place of holding same by FRED A. THOMPSON.

Witness my hand this the 20 day of October, 1965.

Alice J. Duck  
Clerk

\* \* \* \* \*

COMPLAINT

FRED A. THOMPSON,	X	
PLAINTIFF,	X	IN THE CIRCUIT COURT OF
VS:	X	BALDWIN COUNTY, ALABAMA
BILL BARLOW, a/k/a WILBUR BARLOW,	X	AT LAW
DEFENDANT.	X	6735

The Plaintiff claims of the Defendant, FIVE HUNDRED TWENTY-FIVE & 00/100 DOLLARS (\$525.00) due by promissory note made by him on the 27th day of August, 1965, and payable on demand, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be ONE HUNDRED & 00/100 DOLLARS (\$100.00).

Forest A. Christian  
Forest A. Christian, Attorney for the Plaintiff

Defendant's address is:

P. O. Box 954  
Foley, Alabama

FILED

OCT 20 1965

ALICE J. DUCK, CLERK  
RECEIVED

EX-10-26-65

6735

SUMMONS AND COMPLAINT

Received 20 day of Oct. 1965  
and on 21 day of Oct. 1965  
and a copy of the within  
Bill Barlow

FRED A. THOMPSON,

PLAINTIFF,

VS:

BILL BARLOW, a/k/a WILBUR BARLOW,

DEFENDANT.

By service on Bill Barlow  
TAYLOR WILKINS, Sheriff  
J. M. Eastburn  
Galey, Ala.

Sheriff's return 72 miles  
Tax Costs per mile Total \$7.50  
TAYLOR WILKINS, Sheriff  
J. M. Eastburn  
DEPUTY SHERIFF

FILED

OCT 20 1965

Alice L. Dux, Clerk  
Register

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

December 13, 1965

Honorable Telfair Mashburn  
Judge of Circuit Court  
Bay Minette, Alabama

Re: Fred A. Thompson,  
Vs: Bill Barlow, a/k/a Wilbur  
Barlow,  
Case No. 6735'

Dear Judge:

Enclosed you will find a promissory note in this case. Kindly render a judgment in the amount of \$525 principal, \$10.50 interest, and \$100 attorney's fee, for a total of \$635.50.

Cordially yours,

  
FOREST A. CHRISTIAN

<p>\$ 525<sup>00</sup></p> <p>payable</p> <p>#100, Sept 1965</p> <p>25<sup>00</sup> each</p> <p>month thereafter</p> <p>No. _____</p>	<p>\$ 525<sup>00</sup>      <u>July</u>      ALA.      <u>August 27, 1965</u></p> <p><u>On Demand</u>      AFTER DATE, WITHOUT GRACE      PROMISE TO PAY</p> <p>TO THE ORDER OF <u>Fred A. Thompson</u></p> <p><u>Five Hundred Twenty Five</u>      DOLLARS</p> <p>FOR VALUE RECEIVED, WITH INTEREST AT <u>8 1/2</u> PER CENT. PER ANNUM FROM <u>Date</u></p> <p>UNTIL PAID.</p> <p>PAYABLE AT <u>Office of General Division, Attorney</u></p> <p>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.</p> <p><u>Bill Barlow</u>      SEAL</p> <p>DUE _____      SEAL</p>
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