

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon John H. Hayles 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 Peoples Bank of Frisco City, a Banking Corporation.

WITNESS My hand, this 4 day of May, 1965.

Alice J. Quake
Clerk

PEOPLES BANK OF FRISCO CITY, X
a Banking Corporation, X

Plaintiff, X

Vs. X

JOHN H. HAYLES, X

Defendant. X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6500

1.

The Plaintiff claims of the Defendant THREE HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS (\$328.00), together with interest thereon at the rate of 8% per annum, balance due by promissory note, made by him on the 13th day of August, 1960, and due and payable on the 13th day of September, 1960.

2.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS (\$328.00), together with interest thereon at the rate of 8% per annum, due by a promissory note made by him on the 31st day of January, 1959; said instrument being extended by an extension note dated the 15th day of August, 1959, and extended again by an extension note dated the 13th day of August, 1960. Plaintiff avers that the original note was due and payable on the 1st day of August,

1959 and the first extension note extended said note until October 15, 1959, and the last extension was made payable monthly at the rate of \$50.00 per month. Plaintiff avers that this said note and extensions thereof were due and payable on, to-wit: the 13th day of September, 1960.

Your Plaintiff further avers that by the terms of the original note, the Defendant agreed to pay a reasonable attorney's fee for the collection of this note and your Plaintiff avers that \$75.00 is a reasonable attorney's fee for collection of the same.

3.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS (\$328.00), together with interest thereon at the rate of 8% per annum, balance due by a promissory note made by him on the 31st day of January, 1959; said instrument being extended by an extension note dated the 15th day of August, 1959, and extended again by an extension note dated the 13th day of August, 1960. Plaintiff avers that the original note was due and payable on the 1st day of August, 1959 and the first extension note extended said note until October 15, 1959, and the last extension was made payable monthly at the rate of \$50.00 per month. Plaintiff avers that this said note and extensions thereof were due and payable on, to-wit: the 13th day of September, 1960.

Your Plaintiff further avers that by the terms of the original note, the Defendant agreed to pay a reasonable attorney's fee for the collection of this note and your Plaintiff avers that \$75.00 is a reasonable attorney's fee for

collection of the same.

WILTERS & BRANTLEY

BY:

Samuel M Brantley
Attorney for the Plaintiff

FILED

MAY 4 1965

ALICE L. DICK, CLERK
REGISTER

EX-5-21-65

CASE NO. 6500

PEOPLES BANK OF FRISCO CITY,
a Banking Corporation,

Plaintiff,

vs:

JOHN H. HAYLES,
Bay Ministerella
Defendant

FILED

MAY 4 1965

AUDIE A. DICK, CLERK
REGISTER

Wilters & Brantley, Attys.

Received 4 day of May 1965
and on 21 day of May 1965
I served a copy of the within 5 etc
on John H. Hayles
By service on _____

Sheriff claims 26 miles at

Ten Cents per mile Total \$2.60

BY W. A. Salient Sheriff
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

Perdnie
TAYLOR WILKINS, Sheriff
W. A. Salient