

STATE OF ALABAMA  
COUNTY OF BALDWIN

6542  
CIRCUIT COURT, BALDWIN COUNTY,  
NO. \_\_\_\_\_  
\_\_\_\_\_ TERM, 1965

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are Hereby Commanded to Summon CARL EZELL and ELEANOR EZELL, Individually, 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 CARL EZELL and ELEANOR EZELL, Individually, Defendants, by SOUTHERN BAPTIST HOSPITAL, a Corporation, Plaintiff.

WITNESS my hand this 14 day of June, 1965.

Reid J. Smith Clerk.

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SOUTHERN BAPTIST HOSPITAL, a Corporation, Plaintiff,	Ø	Ø	IN THE CIRCUIT COURT OF
VS.	Ø	Ø	BALDWIN COUNTY, ALABAMA,
CARL EZELL and ELEANOR EZELL, Individually, Defendants.	Ø	Ø	AT LAW.

C O M P L A I N T

Count I.

The Plaintiff claims of the Defendants FIVE HUNDRED NINETY TWO AND 68/100 (\$592.68) DOLLARS due from them by account, on, to-wit, the 11<sup>th</sup> day of February, 1965, which sum of money with the interest thereon is still unpaid. The account sued on is evidenced by an itemized and verified statement filed herewith.

Count II.

The Plaintiff claims of the Defendants the sum of ~~FIVE HUNDRED NINETY TWO AND 68/100 (\$592.68) DOLLARS~~ due from them for hospital services rendered by the Plaintiff to the Defendants between the 25<sup>th</sup> day of July, 1963, and the 15<sup>th</sup> day of November, 1963, which sum of money with the interest thereon is still unpaid.

Count III.

The Plaintiff claims of the Defendant, ELEANOR EZELL, FOUR HUNDRED SEVENTY-THREE AND NO/100 (\$473.00) DOLLARS, due.

Cont'd Summons & Complaint  
Southern Baptist Hospital vs. Ezell

by promissory note made by her and signed MRS. CARL EZELL on the 17<sup>th</sup> day of August, 1963, and payable on the 16<sup>th</sup> day of September, 1963, with interest thereon at eight per cent per annum after maturity.

Count IV

The Plaintiff claims of the Defendant, ELEANOR EZELL, FIFTY EIGHT AND 13/100 (\$58.13) DOLLARS, due by promissory note made by her and signed MRS. CARL EZELL on the 21st day of October, 1963, and payable on the 20<sup>th</sup> day of November, 1963, with interest thereon at eight per cent per annum after maturity.

Count V

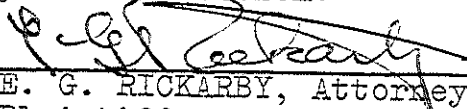
The Plaintiff claims of the Defendant, ELEANOR EZELL, FIFTY SEVEN AND 55/100 (\$57.55) DOLLARS, due by promissory note made by her and signed MRS. CARL EZELL on the 8<sup>th</sup> day of November, 1963, and payable on the 8<sup>th</sup> day of December, 1963, with interest thereon at eight per cent per annum after maturity.

Count VI

The Plaintiff claims of the Defendant, ELEANOR EZELL, FOUR AND NO/100 (\$4.00) DOLLARS, due by promissory note made by her and signed MRS. CARL EZELL on the 17<sup>th</sup> day of November, 1963, and payable on the 17<sup>th</sup> day of December, 1963, with interest thereon at eight per cent per annum after maturity.

Count VII

The Plaintiff further claims of the Defendant, ELEANOR EZELL, the sum of ONE HUNDRED EIGHTEEN AND 52/100 (\$118.52) DOLLARS, for that in each and every one of the notes above mentioned, the Defendant agrees to pay an attorney's fee for the collection thereof and the Plaintiff claims the sum above mentioned as such attorney's fee as said notes were put in the hands of an attorney for collection.

  
E. G. RICKABY, Attorney for Plaintiff.

FILED

EX-6-15-65 JUN 14 1965

ALICE L. BROWN CLERK REGISTER

PROOF OF CLAIM

STATE OF LOUISIANA  
PARISH OF ORLEANS

Be it remembered, that on this 8th day of June, 19 65  
personally appeared before me, the undersigned authority J.D.STOUDENMEIER  
know to me, who being duly sworn upon his oath that he is ASST ADMINISTRATOR  
of SOUTHERN BAPTIST HOSPITAL, a corporation organized under the laws  
(1) For Corporation of the State of LOUISIANA and domiciled and doing business in the City  
of NEW ORLEANS and duly authorized by said corporation to make this  
affidavit; a partnership composed of \_\_\_\_\_ a resident  
(2) For Partnership of the City of \_\_\_\_\_ and \_\_\_\_\_ a  
resident of the City of \_\_\_\_\_; a sole trader doing  
business as \_\_\_\_\_ and that as such he makes  
(3) For Individual this affidavit; that he is familiar with the books and business of \_\_\_\_\_  
SOUTHERN BAPTIST HOSPITAL and that the attached account against CARL EZELL &  
MRS ELEANOR EZELL is just and correct within the knowledge of affiant;  
that the items thereon stated and composing the said account were HOSPITAL SERVICES  
FURNISHED ~~MADE~~ and delivered at HIS special instance and request; that credit has been  
duly given for all payments and just and lawful offsets to which said account is  
entitled and that the balance thereof, amounting to the sum of FIVE HUNDRED NINETY TWO  
& 68/100 DOLLARS (\$ 592.68 ) with \_\_\_\_\_  
interest is justly due and remains unpaid.

I hereby certify under my official seal that I am  
authorized as a Notary Public to administer oaths  
under the laws of the State of LOUISIANA  
and that the foregoing was subscribed and sworn  
to before me on the day and year above stated.

Simon N. Ball  
NOTARY PUBLIC

J.D. Stoudenmeier

**E. G. RICKARBY**

392 FAIRHOPE AVENUE  
FAIRHOPE, ALABAMA 36532

June 10, 1965

Mrs. Alice Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Southern Baptist Hospital  
Vs: Carl Ezell and Eleanor Ezell  
Our File: 64-301

With this I am sending you Summons & Complaint of Southern Baptist Hospital, a corporation, vs. Mr. and Mrs. Carl Ezell, together with itemized and verified statement and deposit for costs in the sum of \$25.00.

Please process and oblige.

Yours very truly,



EGR/jlb  
Encls.

cc: New Orleans National Collection Service.  
Dup.

**E. G. RICKARBY**

392 FAIRHOPE AVENUE  
FAIRHOPE, ALABAMA 36532

July 28, 1965

Honorable Telfair J. Mashburn  
Circuit Judge  
Bay Minette, Alabama

Dear Judge Mashburn

Inre: Southern Baptist Hospital  
Vs: Carl Ezell and Eleanor Ezell  
Case No. 6547 at Law  
Our File: 64-301

Request Judgment by default on itemized and verified statement of account for \$537.49, which is principal \$592.68, interest \$14.81, less payment of \$70.00 made after suit was filed, and make a note that execution is to be held up pending settlement between the parties.

The costs are paid.

Yours very truly,



EGR/jlb

cc: Mr. Carl Ezell  
cc: New Orleans National Credit Service