

ROBERT C. WHITING,  
Plaintiff,  
VS.  
CARIN PLAXTON,  
Defendant.

\* IN THE CIRCUIT COURT OF  
\* BALDWIN COUNTY, ALABAMA  
\* AT LAW  
\*  
\* CASE NO. \_\_\_\_\_

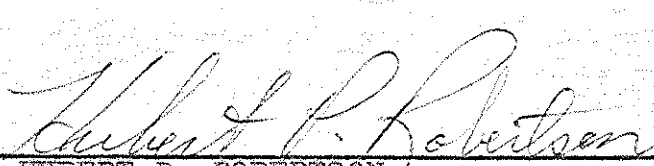
C O U N T O N E

The Plaintiff claims of the defendant SEVEN HUNDRED FIFTY AND NO/100THS DOLLARS (\$750.00), the rent of premises, viz: 807-A Springhill Avenue, Mobile, Mobile County, Alabama, demised by the Plaintiff to the defendant on the first day of July, 1965, said rent commencing on the 1st day of July, 1965, and ending on the 30th day of June, 1966.

C O U N T T W O

Plaintiff claims of the defendant the sum of \$750.00 as damages for the breach of a written lease contract entered into by and between plaintiff and defendant on, to-wit, July 1, 1965, and plaintiff alleges that under the terms of the said written lease contract that defendant agreed to pay the sum of \$900.00 in monthly payments of \$75.00 each, for the rental of those certain premises in the City of Mobile, Mobile County, Alabama, known as 807-A Springhill Avenue; Plaintiff avers that defendant entered into the possession of said premises under the terms of the said written lease contract, and Plaintiff further avers that defendant has breached the terms of said contract in that she has failed to make any payments due thereunder since September, 1965, and plaintiff avers that under the terms of the said written lease contract defendant waived all rights of exemption of personalty under the Constitution and laws of the State of Alabama or any other state of the United States, and Plaintiff claims benefit of said waiver. Plaintiff avers further that under the terms of said contract defendant agreed to pay a reasonable attorney's fee in the event that it became necessary to employ an attorney for the collection of any amount due under said contract, and plaintiff claims said fee in the amount of \$250.00.

DEFENDANT MAY BE SERVED AT:  
CARIN'S BEAUTY SALON  
DAPHNE, ALABAMA

  
HUBERT P. ROBERTSON  
Attorney for Plaintiff

438-4231

HUBERT P. ROBERTSON  
ATTORNEY AT LAW  
736 FIRST NATIONAL BANK BLDG.  
MOBILE, ALABAMA

P. O. BOX 226

December 3, 1965

Hon. Alice J. Duck, Clerk  
Baldwin County Circuit Court  
Bay Minette, Alabama

Re: Robert C. Whiting, Plaintiff  
vs. Carin Plaxton, Defendant

Dear Mrs. Duck:

I would appreciate your filing the enclosed  
Complaint and returning the card to me indicating that it  
has been filed and the case number assigned to it.

Thank you for your assistance in this matter.

Very truly yours,

  
Hubert P. Robertson

HPR:ar  
encls.

\* IN THE CIRCUIT COURT OF  
\* BALDWIN COUNTY, ALABAMA  
\* AT LAW

\* IN THE CIRCUIT COURT OF  
\* BALDWIN COUNTY, ALABAMA  
\* AT LAW

\* CASE NO. 4775

C O U N T   O N E

The Plaintiff claims of the defendant SEVEN HUNDRED FIFTY AND NO/100THS DOLLARS (\$750.00), the rent of premises, viz: 807-A Springhill Avenue, Mobile, Mobile County, Alabama, demised by the Plaintiff to the defendant on the first day of July, 1965, said rent commencing on the 1st day of July, 1965, and ending on the 30th day of June, 1966.

C O U N T   T W O

Plaintiff claims of the defendant the sum of \$750.00 as damages for the breach of a written lease contract entered into by and between plaintiff and defendant on, to-wit, July 1, 1965, and plaintiff alleges that under the terms of the said written lease contract that defendant agreed to pay the sum of \$900.00 in monthly payments of \$75.00 each, for the rental of those certain premises in the City of Mobile, Mobile County, Alabama, known as 807-A Springhill Avenue; Plaintiff avers that defendant entered into the possession of said premises under the terms of the said written lease contract, and Plaintiff further avers that defendant has breached the terms of said contract in that she has failed to make any payments due thereunder since September, 1965, and plaintiff avers that under the terms of the said written lease contract defendant waived all rights of exemption of personalty under the Constitution and laws of the State of Alabama or any other state of the United States, and Plaintiff claims benefit of said waiver. Plaintiff avers further that under the terms of said contract defendant agreed to pay a reasonable attorney's fee in the event that it became necessary to employ an attorney for the collection of any amount due under said contract, and plaintiff claims said fee in the amount of \$250.00.

DEFENDANT MAY BE SERVED AT:  
CARIN'S BEAUTY SALON  
DAPHNE, ALABAMA

HUBERT P. ROBERTSON  
Attorney for Plaintiff

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA  
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6775

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Garin Plaxton

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.....

Garin Plaxton....., Defendant.....

by Robert C. Whiting.....

..... Plaintiff.....

Witness my hand this 4 day of Dec 1965.

Alvin J. Buck....., Clerk

Executed  
Dec 7, 1965

No. 6775 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

ROBERT G. WHITING

Plaintiffs

vs.

CARIN PLAXTON

Defendants

SUMMONS AND COMPLAINT

Filed 12-4 1965

Alice J. Duck Clerk

Hubert P. Robertson

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

Received In Office

DEC 4 1965

19.....

TAYLOR WILKINS

SHERIFF Sheriff

I have executed this summons

this Dec. 7 1965

by leaving a copy with

Carin Plaxton

54 miles at  
Ten cents per mile Total \$5.40  
TAYLOR WILKINS, Sheriff  
By Roy Randall  
DEPUTY SHERIFF

Taylor Wilkins Sheriff

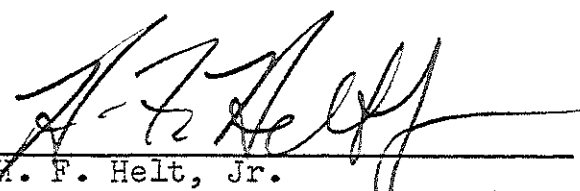
Roy Randall Deputy Sheriff

Daphne

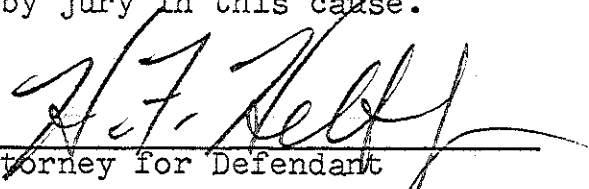
ROBERT C. WHITING,                    )  
  ) IN THE CIRCUIT COURT OF  
  ) BALDWIN COUNTY, ALABAMA  
vs.                                        )  
  ) AT LAW  
CARIN PLAXTON,                        )  
  )  
  ) CASE NO. 6775

Comes the Defendant in the above styled cause and  
for answer to the Bill of Complaint and to each count thereof  
says separately and severly as follows:

1. Not guilty
2. The allegations of this complaint are untrue

  
\_\_\_\_\_  
W. F. Helt, Jr.  
Attorney for Defendant

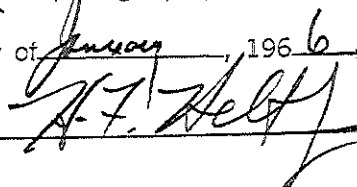
The Defendant demands a trial by jury in this cause.

  
\_\_\_\_\_  
Attorney for Defendant

FILED  
JAN 11 1966  
ALICE L. DUK, CLERK  
REGISTER

#### CERTIFICATE OF SERVICE

I certify that a copy of the foregoing  
pleading has been served upon coun-  
sel for all parties to this proceeding, by  
mailing the same to each by First  
Class United States Mail, properly add-  
ressed and postage prepaid on this

11 day of January, 1966  
  
\_\_\_\_\_  
W. F. Helt, Jr.