

SUMMONS AND COMPLAINT

The State of Alabama {
Baldwin County { No.

Circuit Court

Mar 3rd 1916

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon

A. P. Smith.

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 him Defendant.

by Leo M. Brown

Plaintiff

Witness my hand this 3rd. day of March 1916.

[Signature] Clerk.

COMPLAINT

Leo M. Brown Plaintiff Versus A. P. Smith Defendant.

The plaintiff claims of the defendant

Twenty (\$20.00) Dollars due by promissory note made by him to plaintiff on to-wit:- February 2, 1915, and payable March 2, 1915, with interest from maturity.

Count Two.

Plaintiff claims of the defendant the further and additional sum of Twenty Eight and 1/100 dollars due by promissory note made by him to plaintiff on to-wit:- February 2, 1915, and payable on April 2, 1915, with interest from maturity.

Count Three.

The Plaintiff claims of the defendant the further and additional sum of Twenty Five dollars, due from him by promissory note made to plaintiff on to-wit:- February 2, 1915, and payable May, 2, 1915, with interest from maturity.

Count Four.

Plaintiff claims of the defendant the further and additional sum of \$25.00 due from him by promissory note made by him to plaintiff on to-wit:- February 2, 1915, ~~xxxxxxxxxxxxxxxx~~ and payable June 2, 1915, with interest from maturity. And plaintiff avers that in each of said notes sued on, defendant waived all his rights to claim exemptions as to personalty.

Count Five.

Plaintiff claims the further and additional sum of \$15.00 as a reasonable attorneys fee, and avers that in said notes defendant agreed to pay a reasonable attorneys fee.

[Signature]
Plaintiff's Attorney.

No.

STATE OF ALABAMA,

BALDWIN COUNTY.

CIRCUIT COURT

Leo M. Brown,

vs.

Plaintiffs

A. P. Smith,

Defendants

SUMMONS AND COMPLAINT

Filed March 3, 1916 191

T. W. Williams Clerk

Defendant lives at

Robertsdale,

W. H. Hawkins,

Plaintiff's Attorney

Defendant's Attorney

Times Print, Bay Minette

Received in office

Mar 3^d 191*6*

C. E. Eubank Sheriff

I have executed this Writ

this *April 22^d* 191*6*
by leaving a copy of the within summons and complaint
with

A. P. Smith

C. E. Eubank Sheriff

Deputy Sheriff.

PEOPLES BANK
MOBILE, ALABAMA

\$ 25⁰⁰

Mobile, Ala., 2/2 1915

Three months after date, without grace, I promise to pay to

the order of Leo. M. Brown

Twenty five 00/100 DOLLARS

for value received. Payable at the PEOPLES BANK, in Mobile, Alabama.

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, 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.

5/2

A. P. Smith

Roberts date

Due.....

PATTERSON, PRINTER, MOBILE.

The undersigned endorsers assume the contract shown by the face of this note.

PAY PEOPLES BANK OR ORDER,
LEO. M. BROWN.

PEOPLES BANK

MOBILE, ALABAMA

\$ 25⁰⁰

Mobile, Ala., 2/2 1915

Four months after date, without grace, I promise to pay to

the order of Leo. M. Brown

Twenty five ⁰⁰/₁₀₀ DOLLARS

for value received. Payable at the PEOPLES BANK, in Mobile, Alabama.

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, 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.

6/2

A. P. Smith

Robertsdale

Due.....

PATTERSON, PRINTER, MOBILE.

The undersigned endorses assume the contract shown by the face of this note.

PAY PEOPLES BANK OR ORDER,
LEO. M. BROWN.

PEOPLES BANK
MOBILE, ALABAMA

\$ 28⁰¹/₁₀₀

Mobile, Ala., 2/2 1915

Two months

after date, without grace, I promise to pay to

the order of Leo. M. Brown

Twenty eight & 01/100

DOLLARS

for value received Payable at the PEOPLES BANK, in Mobile, Alabama.

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, 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.

4/2

A. Smith

Robt. Dale

Due.....

PATTERSON, PRINTER, MOBILE.

The undersigned endorsers assume the contract shown by the face of this note.

PAY PEOPLES BANK OR ORDER,
LEO, M. BROWN.

PEOPLES BANK
MOBILE, ALABAMA

\$ 20⁰⁰

Mobile, Ala., 2/2 1915

One month after date, without grace, I promise to pay to

the order of Leo M. Brown

Twenty Dollars DOLLARS

for value received. Payable at the PEOPLES BANK, in Mobile, Alabama.

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, 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.

3/2

A. F. Smith

Due

Roberts Dale

PATTERSON, PRINTER, MOBILE.

The undersigned endorser assumes the contract shown by the face of this note.

PAY PEOPLES BANK OR ORDER,
LEO. M. BROWN.