

SUMMONS

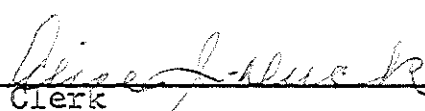
STATE OF ALABAMA, )

BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons GEORGE W. NELSON, JR., d/b/a, REBEL T. V., 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 RAYTHEON COMPANY.

Witness my hand this the 27 day of April, 1966.

  
Clerk


\* \* \* \* \*

COMPLAINT

RAYTHEON COMPANY,	X	
PLAINTIFF,	X	IN THE CIRCUIT COURT OF
VS:	X	BALDWIN COUNTY, ALABAMA
GEORGE W. NELSON, JR.,	X	AT LAW
d/b/a REBEL T.V.,	X	CASE NO. <u>6942</u>
DEFENDANT.	X	

The Plaintiff claims of the Defendant NINE HUNDRED FIFTY & 00/00 DOLLARS (\$950.00), due by promissory waive note made by him on the 12th day of November, 1965, and payable 15th day of January, 1966, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be ONE HUNDRED SEVENTY-FIVE & 00/100 DOLLARS (\$175.00).

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

Defendant's Address is:

P. O. Box 251  
Foley, Alabama 36535

EX-5-6-66

FILED  
APR 27 1966  
CLERK OF DISTRICT COURT  
Foley, Alabama

Received 27 day of April 1966  
and on 6 day of May 1966  
I hereby copy of the within  
George W. Nelson Jr.  
by service on George W. Nelson Jr.

6942

SUMMONS AND COMPLAINT

TAYLOR WILKINS, Sheriff  
By *McArthur*  
Galey, Ala.

RAYTHEON COMPANY,

PLAINTIFF,

VS:

GEORGE W. NELSON, Jr., d/b/a REBEL  
T.V.,

DEFENDANT.

Sherriff at base 72  
Total 7.50  
TAYLOR WILKINS, Sheriff  
*McArthur*

FILED  
APR 22 1966  
ALICE L. NICK, CLERK  
REGISTER

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA

FOREST A. CHRISTIAN  
ATTORNEY AT LAW  
P. O. DRAWER 190  
AREA CODE 205 - PHONE 943-2201  
FOLEY, ALABAMA 36535

June 10, 1966

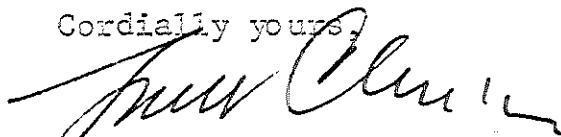
Honorable Telfair Mashburn  
Judge of Circuit Court  
Bay Minette, Alabama

Re: RAYTHEON COMPANY  
Vs: GEORGE A. NELSON, d/b/a  
REBEL T. V.  
Case No. 6942

Dear Judge Mashburn:

Kindly enter a judgment in this case on a promissory  
waive note as follows: \$950.00 principal balance due,  
\$28.50 interest and \$175.00 reasonable attorney's fee, for  
a total of \$1,153.50. The original note is enclosed.

Cordially yours,



FOREST A. CHRISTIAN

Enclosures: Promissory Note in  
above case.

\$1,000.00

Foley, Alabama, November 12, 1965

On demand and in installments as provided below I, or we, promise to pay to the order of RAYTHEON COMPANY, office  
of FOREST A. CHRISTIAN, FARMERS & MERCHANTS BANK of Foley, Alabama, ~~the sum of~~ the sum of

ONE THOUSAND & 00/100 (\$1,000.00) ----- DOLLARS  
for value received at the rate of ~~six per cent (6%) per annum from January~~ six per cent (6%) from date.

This note is payable in twelve (12) monthly installments of \$ 86.07 ----- Dollars  
each, beginning on the 15th day of December, ----- 1965 and in the event that any of said  
monthly installments are not paid when due, the whole of the amount being unpaid shall immediately become due and payable.

In case of any default in payment of this note or any installment thereof, in full, then I, or we, agree to pay, in addition to the above sum and interest, all costs and a reasonable attorney's fee for the collection of the same and I, or we, hereby waive as to this debt all right of exemption under the Constitution and Laws of the State of Alabama, and to secure the payment of this note, ~~I, or we, hereby GRANT, SELL, CONVEY AND ASSIGN TO THE FARMERS & MERCHANTS BANK~~  
~~its successors and assigns, the following described real estate hereby~~

none

All or any of which property, after non-payment of this note, or any installment thereof, in whole or in part, may be seized and sold by the said none its agents, successors or assigns, at private sale or public auction for cash at the place where said property is or at none after posting for one day or more written notices in three public places in none  
The proceeds of such sale to be applied, first, to the expense of recording this note and mortgage, advertising, selling, conveying and attorney's fee; second, to the payment of the above sum, and balance, if there be any, to the undersigned.

It is agreed and understood that if through mismanagement, want of proper care, or for any other cause any of said property should deteriorate in value or if said property should be traded or removed from the County, or if the holder should deem itself insecure, then the whole debt hereby secured shall become due immediately, and the holder hereof is hereby authorized to proceed to foreclose said mortgage as above provided in case of default.

WITNESS:

338

George W. Nelson Jr. (SEAL)  
George W. Nelson  
P. O. Box 251 (SEAL)  
Foley, Alabama 36535

No. \_\_\_\_\_

## RECORD OF PAYMENTS

[illegible]

19 \$ to 19  
19 \$ to 19  
19 \$ to 19  
19 \$ to 19  
19 \$ to 19