THE FIRST NATIONAL BANK OF FAIRHOPE, ALABAMA, a National IN THE CIRCUIT COURT OF Banking Association, BALDWIN COUNTY, ALABAMA Plaintiff, AT LAW NO. 7226 vs. CHARLIE J. WEEKES, Defendant.

<u>PLEA</u>

Now comes the Defendant, CHARLIE J. WEEKES, and for answer to the said Complaint says that he has paid the debt, or note, for the recovery of which this suit is brought, before this action was commenced.

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the oppositive party in the foregoing matter with a copy of this meaning by depositing in the United States Mail a copy of rame in a properly addressed envelope with selections.

This day 64.

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO: ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Charlie J. Weekes 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 same, then and there to answer the complaint of The First National Bank of Fairhope, Alabama.

Witness my hand this 27 day of Oct.,1966.

Olice Silverk

THE FIRST NATIONAL BANK OF FAIRHOPE, ALABAMA, A National Banking Association,

IN THE CIRCUIT COURT OF

Plaintiff, X

X BALDWIN COUNTY, ALABAMA

vs.

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CHARLIE J. WEEKES,

AT LAW

Defendant. X

7226

COUNT ONE:

The Plaintiff claims of the Defendant One Thousand One Hundred and Forty-seven Dollars (\$1,147.00) due by promissory note made by him on the 15th day of March, 1965, and payable on the 15th day of August, 1966, with interest thereon.

The Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collecting or attempting to collect said note and the debt evidenced thereby including a reasonable attorneys' fee and the Plaintiff hereby

claims of the Defendant in addition to the above amount the sum of Two Hundred Dollars (\$200.00) as such reasonable attorneys' fee.

The Plaintiff further alleges that in and by the terms of said note the Defendant waived as to the debt evidenced thereby all rights of exemption under the Constitution and laws of the State of Alabama and the Plaintiff does hereby expressly claim the benefit of said waiver.

Respectfully Submitted, CHASON, STONE & CHASON

By:

FILED

OCT 27 1968

AUG 1 NUL CLERK

EV-10-29-66

THE FIRST NATIONAL BANK OF FAIRHOPE, ALABAMA, A National Banking Association,

Plaintiff,

vs.

CHARLIE J. WEEKES,

Received 27 day of Oct. 19/06

TAYLOR WILKINS, Sheriff

n Charlie Week.

By service on_

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CHASON, STONE & CHASON ATTORNEYS AT LAW
P. O. BOX 120
BAY MINETTE, ALABAMA

á. within writ executed the copy of same

SUMMONS AND COMPLAINT