

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No.....

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Bobby E. Burkette and Joan Burkette

.....
.....
.....

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.....

..... Bobby E. Burkette and Joan Burkette Defendant.....

by Atlantic Discount Corporation, Assignee of City Furniture Co., Inc.

..... Plaintiff.....

Witness my hand this..... 20 day of..... June 1967.....

.....
.....
..... Clerk

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Atlantic Discount Corporation
Assignee of City Furniture Company
Inc.
Plaintiffs

vs.

Bobby E. Burkette and Jean
Burkette
Defendants

SUMMONS AND COMPLAINT

Filed **FILED** 19.....

JUN 22 1967

Clerk

ALICE D. WICK, CLERK
REGISTER

Winters, Brantley & Nestle
Plaintiff's Attorney

Defendant's Attorney

Jay Roberts Dal (Sands Branch)

Defendant lives at
103 Merston
Fairhope
world of Linote Sand & Gravel

RECEIVED
Received in Office

JUN 22 1967 19.....

TAYLOR WILKINS, Sheriff

SHERIFF

I have executed this summons

this July 6 1967

by leaving a copy with

Bobby E. Burkette
Jean Burkette

Sheriff claims 100 miles at
Ten Cents per mile Total \$ 10.00
BY TAYLOR WILKINS Sheriff
Carole Chedress DEPUTY SHERIFF

Taylor Wilkins Sheriff

Carole Chedress Deputy Sheriff

R12000

ATLANTIC DISCOUNT CORPORATION,
A Corporation, As Assignee of
CITY FURNITURE COMPANY, INC.,
A Corporation,

Plaintiff,

vs.

BOBBY E. BURKETTE AND JOAN
BURKETTE,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 7580

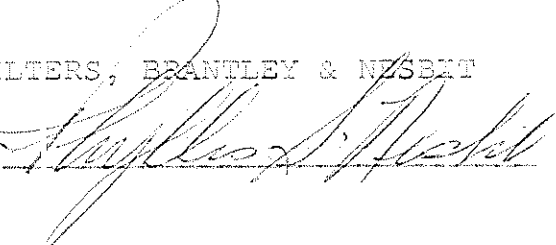
Plaintiff claims of the Defendant the sum of TWO HUNDRED THIRTY -TWO and 00/100 (\$232.00) DOLLARS due under written contract for the sale of merchandise between the City Furniture Company, Inc., a corporation and the Defendant which said contract has been assigned in writing to the Plaintiff herein. The Plaintiff avers that the said contract has been lost or destroyed by accident and said contract contained a waiver of exemptions of personal property under the laws and constitutions of the State of Alabama and the said contract provided for the payment to the Plaintiff by the Defendant of a reasonable attorneys fee in the event of default of said contract and that contract has been lost or destroyed by accident that has not been paid or otherwise discharged. An affidavit of C. M. Brogdon, Manager of Atlantic Discount Corporation is attached and made a part of this pleading as if fully set out herein. The Plaintiff claims a reasonable attorneys fee of \$40.00 as provided in said contract. The Plaintiff claims said sums with waiver of exemptions as provided in said contract.

FILED

JUN 22 1967

ALICE L. DICK, CLERK
REGISTER

WILTERS, BRANTLEY & NEZBIT

BY: 

ATLANTIC DISCOUNT CORPORATION
A CORPORATION, AS ASSIGNEE OF
CITY FURNITURE COMPANY, A
CORPORATION

Plaintiff,

vs.

BOBBY E. BURKETTE and JOAN BUR-
KETTE

Defendants.

STATE OF ALABAMA)

COUNTY OF

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

NO. _____

Before me, the undersigned, a Notary Public in and
for said State and County, personally appeared C. M. Brogdon,
who being duly sworn by me, does depose and say that he is
the Manager of Atlantic Discount Corporation in the case of
Atlantic Discount Corporation, a corporation, as assignee
of City Furniture Company, Inc., a corporation, against
Bobby E. Burkette which is a suit brought on
a written contract which said contract has been assigned in
writing to Atlantic Discount Corporation, a corporation, by
City Furniture Company, Inc., a corporation, but that said
contract has been lost or destroyed by accident and said
contract contained a waiver of exemptions of personal pro-
perty under the laws and constitutions of the State of Alabama
and the said contract provided for the payment to the Plaintiff
by the Defendant of a reasonable attorneys fee in the event
of default of said contract and that contract has been lost
or destroyed by accident that has not been paid or otherwise
discharged.

C M Brogdon
C M. Brogdon

Subscribed and sworn to before me

this 13 day of June, 1967.

Arthur C. Gray
Notary Public, State of Alabama at Large