

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 HERMAN HARTLEY and D. T. HARTLEY

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.....

HERMAN HARTLEY and D. T. HARTLEY

....., Defendant.....

by FIRST NATIONAL BANK OF BAY MINETTE, a National Banking

Association

....., Plaintiff.....

Witness my hand this 7th day of September, 19 67.

Alice J. Duck, Clerk

Ey: 9-12-67

No. 7729

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

*First National Bank
of Bay Minette*
Plaintiffs

vs.

*Herman Hartley +
D. T. Hartley*
Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

Clerk

SEP 7 1967

ALICE J. DUCK

CLERK
REGISTER

Walter S. Patton
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

Received In Office

SEP 7 1967 19.....

TAYLOR WILKINS Sheriff

I have executed this summons

this *Sept 12* 19*67*

by leaving a copy with

D. T. Hartley

*Herman Hartley
not found in this
County at the time*

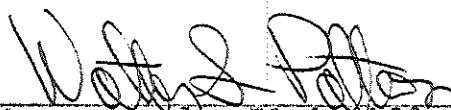
Taylor Wilkins Sheriff
W. A. Lelley Deputy Sheriff

FIRST NATIONAL BANK OF BAY MINETTE,	)	
A National Banking Association,	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff,	)	
	)	BALDWIN COUNTY, ALABAMA
vs.	)	
	)	
HERMAN HARTLEY and	)	LAW SIDE.
D. T. HARTLEY,	)	
	)	
Defendants.	)	

The Plaintiff claims of the Defendants the sum of ONE HUNDRED SIXTY EIGHT AND NO/100 DOLLARS (\$168.00), the balance due by promissory note made by them on July 23, 1966, and payable in 12 installments, commencing on August 25, 1966, with interest thereon from January 1, 1967; Plaintiff further alleges that in and by the terms of said note the failure to pay any installment accelerated the balance due under said note and that said Defendants defaulted in their obligation to pay the installments as set out hereinabove.

Plaintiff further alleges that in and by the terms of said note, the Defendants waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendants agreed to pay all costs of collection, including a reasonable attorney's fee, whereof the Plaintiff claims the benefit.


 Attorney for Plaintiff.

FILED

SEP 7 1967

ALICE J. DUCK CLERK
 REGISTER

FIRST NATIONAL BANK OF BAY
MINETTE, A National Banking
Association,

Plaintiff,

VS.

HERMAN HARTLEY and D.T.
HARTLEY,

Defendants.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. _____

Comes now the Defendants in the above styled cause and file
the following Answer to the Plaintiff's Complaint:

1.

The Defendants do not owe the amount sued for nor any amount.

WILTERS & BRANTLEY

BY: Solomon M Brantley
Attorney for Defendants.

The Defendants demand a trial by jury.

WILTERS & BRANTLEY

BY: Solomon M Brantley
Attorney for Defendants.

FILED

SEP 13 1967

MAILED 1 DUBOY CLERK
MAILED 6. 1967 REGISTER

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 13 day of Sep
1967 served a copy of the foregoing pleading on counsel for all
parties to this proceeding by mailing the same by United State
Mail, properly addressed, and first class postage prepaid.

WILTERS & BRANTLEY

Solomon M Brantley

FIRST NATIONAL BANK OF BAY MINETTE,)
A National Banking Association,)

Plaintiff,)

vs.)

HERMAN HARTLEY and)
D. T. HARTLEY,)

Defendants.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE.

7729

The Plaintiff claims of the Defendants the sum of ONE HUNDRED SIXTY EIGHT AND NO/100 DOLLARS (\$168.00), the balance due by promissory note made by them on July 23, 1966, and payable in 12 installments, commencing on August 25, 1966, with interest thereon from January 1, 1967; Plaintiff further alleges that in and by the terms of said note the failure to pay any installment accelerated the balance due under said note and that said Defendants defaulted in their obligation to pay the installments as set out hereinabove.

Plaintiff further alleges that in and by the terms of said note, the Defendants waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendants agreed to pay all costs of collection, including a reasonable attorney's fee, whereof the Plaintiff claims the benefit.

Walter S. Patton
Attorney for Plaintiff.

FILED

SEP 7 1967

ALICE J. DUCK CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING CO., BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 2729

TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon HERMAN HARTLEY
..... 114 STATION STREET
..... BAY MINETTE, ALABAMA
.....

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.....

Herman Hartley and D. T. Hartley....., Defendant.....

by First National Bank of Bay Minette.....

....., Plaintiff.....

Witness my hand this..... 7th..... day of September..... 19 67.....

Alise J. Luck, Clerk

No.

Page.

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

19.....

Sheriff

I have executed this summons

this 19.....

by leaving a copy with

Sheriff

Deputy Sheriff