

BURTON H. SILVERSTEIN, d/b/a
AAA ASSIGNMENT SERVICE, AS
ASSIGNEE OF MEDICAL ARTS
CENTER

Plaintiff

VS.

JAMES WATSON

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 8166

1.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED FIFTY THREE and 53/100 DOLLARS (\$153.53) balance due after all proper credits given on a promissory note made by the Defendant on the 9th day of November, 1967, and payable as follows: A payment of SEVEN and 50/100 DOLLARS (\$7.50) every Monday until principal is paid, the first payment due November 13, 1967. The Plaintiff avers that the Defendant defaulted in the payments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff claims no interest. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in the collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of TWENTY-FIVE (\$25.00) DOLLARS.

WILTERS, BRANTLEY & NESBIT

BY: *Thyler S. Nesbit*
Attorney for Plaintiff

FILED
FILED
FILED

JUN 6 1968

CLERK
REGISTER

159.55
25
184.85

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 James Watson

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

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.....

James Watson, Defendant.....

by Burton H. Silverstein, d/b/a AAA Assignment Service, as

Assignee of Medical Arts Center, Plaintiff.....

Witness my hand this 6 day of June 19.68.

Oliver J. Weeks
Clerk

No. 8166 Foley Page 3

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Burton H. Silverstein, d/b/a

AAA Assignment Service

943-15687
Plaintiffs
3-5688

vs.

James Watson

Defendants

% Clapgood

SUMMONS AND COMPLAINT

Filed June 6, 1968

Cliff J. Luck Clerk

WILTERS, BRANTLEY & NESBIT

BY: _____
Plaintiff's Attorney

Defendant's Attorney

Pink House North
of Hospital

Defendant lives at

General Delivery, Foley, Ala.

Received In Office
RECEIVED

JUN 6 1968

TAYLOR WILKINS Sheriff
I have executed this summons

this 21st June 1968
by leaving a copy with

James Watson

Sheriff claims 72 miles at
Ten Cents per mile. Total \$ 7.20
TAYLOR WILKINS Sheriff
BY DEPUTY SHERIFF

Taylor Wilkins Sheriff
Jim Eastlund Deputy Sheriff
Foley, Ala.

#8166

No. _____ Foley Mobile, Alabama, Nov. 9, 19 67

I/We promise to pay to the order of AAA Assignment Service, Mobile, Alabama
One Hundred Fifty Three & 53/100 Dollars \$ 153.53

for value received with interest at the rate of _____ per cent per annum from above date until paid.

Payable at P.O. Box 987 Foley, Mobile, Alabama
weekly installments of \$ 7.50 payable each Monday beginning Nov. 13, 1967
after date without grace and balance of \$ OK to miss one week each month

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, payable monthly in advance on unpaid balance unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties 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. If any installment is not paid at maturity, or if a petition in bankruptcy is filed by or against the undersigned, or if a bill for a receiver be filed against the undersigned, or if the undersigned shall make any general assignment, or shall make any transfer or conveyance of any part of his property in such manner as to prefer one creditor over another, or to constitute a fraudulent conveyance, then the entire unpaid amount of this note shall become due and payable at the option of the holder.

Gen. Del. - Foley, Ala.
Address _____

513 James Watson Seal

Seal

Address _____