

AIR CONTROL PRODUCTS, INC.  
OF MOBILE,

Plaintiff,

vs.

McCAW and CAMPBELL  
CONSTRUCTION COMPANY,  
whose legal entity is unknown,  
but will be added by amendment  
when ascertained, MR. HOMER  
CAMPBELL, individually, and  
X, an individual doing business  
as McCaw and Campbell Con-  
struction Company, Y, a  
partnership d/b/a McCaw and  
Campbell Construction Company,  
and Z, a corporation d/b/a McCaw  
and Campbell Construction Company,  
whose names and legal entities are  
unknown, but will be added by  
amendment when ascertained,

Defendants.

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 82-48

COMPLAINT

The Plaintiff claims of the Defendants the sum of Four Hundred  
Ninety-one and 15/100 (\$491.15) Dollars, due from them by accounts, on,  
to-wit, November 26, 1967, which sum of money, together with the  
interest thereon, is still due and unpaid.

An itemized account, verified by the affidavit of a competent  
witness, personally familiar with the facts alleged herein, is attached  
hereto and made a part of this Complaint.

Frank M. Nelson  
FRANK M. NELSON  
Attorney for Plaintiff

Note: Defendants, McCaw & Campbell Construction Company and Mr.

Homer Campbell may be served at 309 Hand Avenue, Bay Minette,  
Alabama.

**FILED**

AUG 2 1968

**ALICE J. DUCK** CLERK  
REGISTER

COUNTY OF MOBILE

STATE OF ALABAMA

Be it remembered, that on this 10th day of July  
A. D., 1968, personally appeared before me, the undersigned authority,  
Charles East, who is made known to me  
who being duly sworn, upon his oath stated that he is Manager  
of Air Control Products, Inc. of Mobile  
{ a corporation organized and doing business under the laws of the State of Alabama  
{ and has been duly authorized by said corporation to make this affidavit  
{ a partnership composed of \_\_\_\_\_  
\_\_\_\_\_ a sole trader doing business as \_\_\_\_\_  
and that as such he makes this affidavit; that he is familiar with the books and business of  
said Air Control Products, Inc. of Mobile; that the attached account against  
McCaw & Campbell Const. Co. of Bay Minette, Alabama  
is just and correct, within the knowledge of this affiant, that the items thereon stated and com-  
posing the said account were sold and delivered to said McCaw & Campbell Const. Co.  
at { its } special instance and request, that credit has been duly given for all payments and  
{ their }  
{ his }  
just and lawful offsets to which said account is entitled as thereon stated, and that the balance  
thereof, amounting to the sum of Four Hundred Ninety One and 15/100\*\*\* Dollars  
(\$ 491.15) with interest from November 26, 1967 is justly due and  
remains unpaid.

Charles L. East

X

I hereby certify under my official seal that I am authorized as a Notary Public to  
administer oaths under the laws of the State of Alabama  
and that the foregoing was subscribed and sworn to before me on the day and year  
first above stated.

Dean E. Smith  
Notary Public  
State of Alabama at Large

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SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No. 8248

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon .....McCaw & Campbell Construction Company, et al

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.....

McCaw & Campbell Construction Company, et al....., Defendant.....

by .....Air Control Products, Inc. of Mobile.....

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

Witness my hand this.....2.....day of.....Aug.....19...68

*W. J. Duck* Clerk

EX: 8-12-68

STATE OF ALABAMA  
Baldwin County

CIRCUIT COURT

AIR CONTROL PRODUCTS, INC. OF MOBILE

Plaintiffs

vs.

MCCAM & CAMPBELL CONSTRUCTION COMPANY  
ET AL  
Defendants

SUMMONS AND COMPLAINT

Filed 8/2/68 19

Alice J. Duck Clerk

Frank M. Nelson  
Plaintiff's Attorney

Defendant's Attorney

FILED at

AUG 2 1968

WILLIAMS  
Receiveth Office

19

Sheriff

I have executed this summons

this Aug 12 1968  
by leaving a copy with

Mr. Paul D. Campbell  
Construction Co.

Thomas Campbell

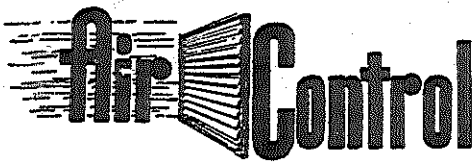
Sheriff claims miles at

Ben County for mile Travel  
TAYLOR WILKINS, Sheriff

By Deputy Sheriff

Deputy Sheriff  
W. D. Zedler Deputy Sheriff

3 miles north of B14

ORDER ☐ESTIMATE ☐

Products, Inc., of Mobile

P. O. Box 6003

3500 B. Government Blvd.

Mobile, Alabama 36606

Phone: 205/478-8472

CUSTOMER <i>McCaw + Campbell Const Co</i>		DELIVERY ADDRESS <i>309 HAND AVE. (OFFICE)</i>	
STREET ADDRESS <i>P.O. Box 275</i>		PHONE <i>937-4121</i>	
CITY <i>BAY MINETTE,</i>	STATE <i>ALA.</i>	YOUR P. O. NO.	
SALES ENGINEER <i>J/S</i>	DATE <i>9-15-67</i>	OUR INV. NO. <i>MA-22918</i>	
LEGAL DESCR.			

## OWNERS

QUANTITY	SIZE	TYPE	RTS.	LFTS.	GLASS	DEL. ONLY	IN-STL'D	UNIT COST	TOTALS
1	8044	16 Lt Fixed P.W.			TWIN				48 60
9	2844	5/16 Wds	4/6	1/2	Screen			23 55	211 95
1	2844	5/16 Wds	4/6		TRIPPLE				70 65
2	2830	5/16 Wds	4/6					19 10	38 20
1	2030	5/16 Wds	4/4						15 75
									385 15
									134 80

*Less*

## INSTRUCTIONS

*DELIVER WEDNESDAY*

## NOTE:

- Materials will be invoiced upon shipment from this company's warehouse of frames and/or glass. Delivery and/or installation of screening may be withheld for convenience of customer, but this shall in no way affect date of invoice or amount due.
- In the event that amount herein shown is not paid when due, interest at highest legal rate per annum shall accumulate on total amount remaining due. All costs of collection shall be paid by the customer including reasonable attorney's fee.
- Title to materials delivered and/or installed pursuant to this order shall remain in the name of Air Control Products, Inc., until same is paid in full, and the purchaser waives all right to homestead and other exemption under state law applicable. AIR CONTROL PRODUCTS shall not be responsible for delay in delivery resulting from strikes, labor difficulties, fire or other casualty, or any causes whatsoever beyond its control. Prices subject to change without notice.

Sales Dept.

Date

Credit Dept.

Date

## AMOUNT

250 35

PACKAGING ☐  
CRATING ☐

## INSTALLATION

490 SALES TAX

10 01

## TOTAL

## DEPOSIT

## BALANCE DUE

260 36

TERMS: *Net 30*

CUSTOMER

AC 202

FILE COPY

*35%*

ESTIMATE ☐

# Air Control

## Products, Inc., of Mobile

● Subsidiary of Keller Industries, Inc.

P. O. Box 6003

3500 B. Government Blvd.

Mobile, Alabama 36606

Phone: 205/478-8472

CUSTOMER	M-Caw + Campbell		DELIVERY ADDRESS	
STREET ADDRESS	P.O. Box 275			
CITY	Bay Minnette	STATE Ala.	PHONE	YOUR P. O. NO.
SALES ENGINEER	J/S	DATE 10/19/67		OUR INV. NO. MA-23476
LEGAL DESCR.	OWNERS			

[illegible]

## INSTRUCTIONS

<sup>NS</sup> Get Directions at Office

**NOTE:**

1. Materials will be invoiced upon shipment from this company's warehouse of frames and/or glass. Delivery and/or installation of screening may be withheld for convenience of customer, but this shall in no way affect date of invoice or amount due.
  2. In the event that amount herein shown is not paid when due, interest at highest legal rate per annum shall accumulate on total amount remaining due. All costs of collection shall be paid by the customer including reasonable attorney's fee.
  3. Title to materials delivered and/or installed pursuant to this order shall remain in the name of Air Control Products, Inc., until same is paid in full, and the purchaser waives all right to homestead and other exemption under state law applicable.
- AIR CONTROL PRODUCTS shall not be responsible for delay in delivery resulting from strikes, labor difficulties, fire or other casualty, or any causes whatsoever beyond its control. Prices subject to change without notice.
- Sales Dept. \_\_\_\_\_

Date \_\_\_\_\_

Sales Dept.

Date

**Credit Dept.**

Date \_\_\_\_\_

AMOUNT

PACKAGING ☐  
CRATING ☐

## INSTALLATION

SALES TAX

TOTAL

DEPOSIT

BALANCE DUE

**TERMS:**

**CUSTOMER**

AC 202

FILE COPY

S/H

3570