

BURTON H. SILVERSTEIN, d/b/a
AAA ASSIGNMENT SERVICE, AS
ASSIGNEE OF DRS. JOHN E. FOSTER
AND JULIUS MICHAELSON, d/b/a
MEDICAL ARTS CENTER

Plaintiff

VS.

LAMB AUTREY

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 8288

1.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED NINETEEN and 50/100 DOLLARS (\$119.50) balance due after all proper credits given on a Promissory Note made by the Defendant on the 6th day of July, 1968 and payable as follows: A payment of THREE (\$3.00) DOLLARS every Saturday until the principal is paid, the first payment due July 13, 1968. 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 further avers that the Defendant agreed in the Promissory Note to pay all expenses including reasonable attorney's fee incurred in the collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of TWENTY DOLLARS (\$20.00).

WILTERS, BRANTLEY & NESBIT

BY: *Thelma S. Nesbit*

Attorney for Plaintiff

FILED

AUG 29 1968

ALICE J. DUCK

CLERK
REGISTER

Foley, Alabama
April 1, 1967

For value received, we Dr. John E. Foster
and Dr. Julius Michaelson d/b/a/
Medical Arts Center do hereby assign and
set over to B.H. Silverstein d/b/a
AAA Assignment Service the account
owed us by

Camb Autrey

Medical Arts Center

by Julius Michaelson

STATEMENT
MEDICAL ARTS CENTER
P. O. DRAWER 18
FOLEY, ALABAMA

FAMILY CODE:

1 Lamb
2 Leslie E.
3 _____
4 _____
5 _____
6 _____
7 _____
8 _____

Lamb Autrey
Foley, Ala.

NUMBER:

1 6677
2 2492
3 _____
4 _____
5 _____
6 _____
7 _____
8 _____

DATE	CODE			CHARGES	CREDITS	BALANCE
	Doctor	Family	Service			
BALANCE FORWARDED				old balance brt. fwd.		21.00
JAN 21'63	3	1	7	52.00		73.00•
MAR 23'64	3	2	1	4.00		77.00•
MAR 25'64	3	2	14	4.00		81.00•
APR 29'64	3	1	1	4.00		85.00•
APR 29'64	3	1	1	4.00		89.00•
Sept 1964 N/O chgs to personal n/c				35.00		124.00
AAA ASSOCIATED SERVICE FIRST FEDERAL SAVINGS BLDG. MOBILE, ALABAMA 36602						
JUL '68		274		2.50		121.50•
JUL '68		274		2.00		119.50•

DOCTOR CODE

1 Dr. J. Michaelson
2 Dr. John E. Foster
3 Dr. E. A. Rowe
4 Dr. _____

SERVICE RENDERED CODE

1 Office Visit
2 Injection
3 Complete Exam
4 Home Call
5 Night Call
6 Hospital Care
7 Surgery
8 X-ray
9 X-ray
10 Psychotherapy
11 Orthopedic Care
12 or Cast
13 Laboratory
14 VA or FE
15 Emergency Room

Pay Last Amount
in this Column

STATE OF Alabama
COUNTY OF Baldwin

Personally appeared before me, the undersigned authority, in and for said County and State, Daniela Blackwell, who after first being duly sworn deposes and says that he is the keeper of the Medical Arts Center and as such officer he has the supervision and custody of all the records of the said Medical Arts Center including the accounts. Affiant further says that on the 15 day of July, 19 68, that Lamb Autrey was indebted to said Medical Arts Center in the amount of \$ 119.50. Further that this indebtedness is still due and unpaid.

Daniela L. Blackwell
Sworn to and subscribed before me this 27 day of August, 19 68.

Robert L. Shuler
Notary Public, State of Alabama
My Commission Expires Aug 5, 1972

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 Lamb Autrey, Foley, 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.....

Lamb Autrey....., Defendant.....

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

of Drs. John E. Foster and Julius Michaelson d/b/a Medical Arts Center
Plaintiff.....

Witness my hand this 29 day of Aug 19 68

Alfred J. Duck Clerk

24 - 9-9-68

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Burton H. Silverstein, d/b/a

AAA Assignment Service, as assignee
of Drs. John Foster and Julius
Michaelson, d/b/a Medical Arts
Center

Plaintiffs

vs.

Lamb Autrey

Defendant

SUMMONS AND COMPLAINT

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

AUG 29 1968 Clerk

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY: *Phyllis J. Nesbit*

Plaintiff's Attorney

Defendant's Attorney

Peoples Fertilizer

Defendant lives at

Foley, Alabama

Received in Office

AUG 29 1968 19.....

WILKINS

Sheriff

I have executed this summons

this *Sept. 9* 19*68*

by leaving a copy with

Lamb Autrey

Sheriff claims

Ten Cents per mile Total *7.20*

WILKINS, Sheriff

Eastburn

Taylor Wilkins Sheriff
By Eastburn Deputy Sheriff
Foley, Ala.

Peoples Fertilizer Company
International Minerals and Chemical Corp., Shareholders

HIGH GRADE FERTILIZERS

Hoey, Alabama

December 12, 1968

Mrs. Alice J. Duck, Clerk
Circuit Court, Baldwin County
Bay Minette, Alabama 36507

Dear Mrs. Duck:

We are returning herewith Garnishment or Judgement against Willie Lamar which was left with us by Deputy Joe Eastburn. This man is not presently in our employ and Peoples Fertilizer Company does not owe him anything.

In the matter of Garnishment against Lamb Autrey we will withhold as required and remit to you once per month if this is satisfactory, if not please advise.

Yours very truly

Helen F. Stevens

(Mrs.) Helen F. Stevens
Secretary

hs

FILED

Encl.

DEC 14 1968

ALICE J. DUCK CLERK
REGISTER

ORIGINAL**STATE OF ALABAMA****Baldwin County**

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19.....

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular..... Term, 19....., of the Circuit Court of Baldwin County, to-wit: On the 29th day of October, 1968, being a regular day of said term, Burton H. Silverstein, d/b/a AAA Assignment Service, as Assignee of Drs. John E. Foster and Julius Michaelson, d/b/a Medical Arts Center recovered judgment against Lamb Autrey

for the sum of ONE HUNDRED FORTY ONE AND 30/100 Dollars, and cost of suit, and affidavit having been made by Phyllis S. Nesbit that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the following named persons or corporations, vis:

Peoples Fertilizer

has or is believed to have in its possession, or under its control money or effects belonging to said defendant..... or that it is, or is believed to be indebted to said defendant..... or to be liable to them, or to one of them on a contract for the delivery of personal property, or on a contract for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

Peoples Fertilizer

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House thereof, within 30 days service of this writ

~~in the City of Bay Minette, on the xxxxxx Monday in xxxxxxxxxxxxxxxx A.D. 19xx, then and there within the three first days of the xxxxxx Monday in xxxxxxxxxxxxxxxx A.D. 19xxxx~~

the service of the garnishment, or at the making its answer, or at any time intervening the time of serving the garnishment, and making the answer it was indebted to said defendant and whether it will not be indebted in future to said defendant by a contract then existing, and whether by a contract then existing it is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which may be discharged by the delivery of personal property, or which is payable in personal property, and whether it has not in its possession or under its control money or effects belonging to the defendant Lamb Autrey

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this 5 day of Dec, A. D., 1968.Issued 5 day of Dec, A. D., 1968

ATTEST:

Alice J. Duck, Clerk.

No. MAC-

Foley
Mobile, Alabama,

July 6, 1968

I/We promise to pay to the order of

AAA ASSIGNMENT

Foley
Mobile, Alabama

One Hundred Twenty-one & 50/100

Dollars \$ 121.50

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

In weekly installments of \$ 300

payable

each SATURDAY

beginning

July 13, 1968

after date without grace and balance of \$ _____ payable

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, Aca
Address

683

James M. Young Seal

Address

Seal