

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.

WILLIE LAMAR

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

CASE NO. 8343

1.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED SEVENTY FOUR AND NO/100 (\$174.00) DOLLARS balance due after all proper credits given on a promissory note made by the Defendant on the 2nd day of July, 1968 and payable as follows: A payment of FIVE (\$5.00) DOLLARS every Saturday until principal is paid, the first payment due July 6, 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 fees incurred in the collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$25.00.

WILTERS, BRANTLEY & NESBIT

BY: *Harold S. Nesbit*

Attorney for Plaintiff

FILED

SEP 25 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

Willie Lamar

Medical Arts Center
by Julius Michaelson

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 SummonWillie Lamar.....

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.....

Willie Lamar....., 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.....25.....day of.....September.....1968.....

Willie J. Silver Clerk

24 - 10-10-68

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Burton H. Silverstein, d/b/a

AAA Assignment Service

Plaintiff

vs.

Willie Lamar

Defendant

SUMMONS AND COMPLAINT

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

SEP 25 1968

Clerk

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Peoples Feet

Defendant lives at

P. O. Box 81, Foley, Ala.

Received In Office

RECEIVED

19.....

SEP 26 1968

Sheriff

I have executed this summons

this 1st Oct. 19 68

by leaving a copy with

Willie Lamar

Sheriff claims 72 miles.

Ten Cents per mile Total \$ 7.20

TERRELL WILKINS, Sheriff

BY: Eastman
DEPUTY SHERIFF

Terrell Wilkins Sheriff
Eastman Deputy Sheriff
Foley, Ala

No. MAC

Foley
Mobile, Alabama, July 2, 1968

I/We promise to pay to the order of AAA Assignment Service, Foley, Mobile, Alabama

One Hundred eighty-four and 00/100 Dollars \$ 184.00

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

Payable at PO Box 987, Foley, Mobile, Alabama

In weekly installments of \$ 5.00 payable each SATURDAY beginning July 6, 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.

Address PO Box 81- Foley

Willie Long Seal

Address _____

_____ Seal

Foley, Alabama
April 1, 1967

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Julius Michaelson

