

COUNTY OF MOBILE

STATE OF ALABAMA

Be it remembered, that on this 6 day of December
A. D., 19 68, personally appeared before me, the undersigned authority,

PAUL D. KOUNTZ

who being duly sworn, upon his oath stated that he is MANAGER
of THE CARROLL COMPANY, INC.

{ 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 THE CARROLL COMPANY, INC. ; that the attached account against
Charles Spann, ind & d/b/a Spann Furniture Co. Robertsdale, 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 Charles Spann
at { its } special instance and request, that credit has been duly given for all payments and

just and lawful offsets to which said account is entitled as thereon stated, and that the balance
thereof, amounting to the sum of \$3869.28 Dollars
(\$) with interest from to-wit: 3/1/68 19 is justly due and
remains unpaid.

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.

Notary Public

352

PERRY COKER
Plaintiff
VS.
DAVID TURBERVILLE
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW
CASE NO. 8461

1.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00), balance due after all proper credits given on a promissory note made by the Defendant on the 19th day of December, 1959 and payable as follows: 18 monthly installments of \$25.00 each, payable on the 10th of each month beginning February 10, 1960. 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 interest at the rate of 6% per annum from December 19, 1966. The Plaintiff further avers that the Defendant agreed in the promissory note to waive all rights of exemption under the constitution and laws of Alabama and to pay all expenses, including reasonable attorneys fees incurred in collecting the same and the Plaintiff claims a reasonable attorneys fee in the amount of \$55.00.

FILED

DEC 9 1968

ALICE J. BUCK CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Jayelle J. Nesbit
Attorney for Plaintiff

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

David Turberville

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

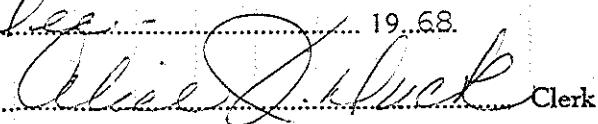
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

David Turberville Defendant.....

by Perry Coker

Plaintiff.....

Witness my hand this..... 9 day of..... Aug..... 19.68.


Alice D. Clark Clerk

EJ 1/27/69

No. D-100 *Bay Minette*
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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Perry Coker.....

Plaintiffs

vs.

David Turberville.....

Defendants

SUMMONS AND COMPLAINT

Filed FILED 19.....

DEC 9 1968..... Clerk

CLERK
REGISTER

TAYLOR WILKINS, SHERIFF, Q.E. BALDWYN,
COUNTY, ALABAMA, CLAIM \$1.50 EACH
FOR SERVING 150 PROCESS(ES) AND
TRAVEL EXPENSE ON EACH OF \$4.20
PROCESS(ES) OR A TOTAL OF \$ 5.70

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

David Turberville's Garage

Loxley, Alabama.....

Received In Office

DEC 9 1968..... Sheriff

I have checked this summons

this Dec 27 1968
by leaving a copy with
David Turberville

Ed G. R. Cleed
Deputy Sheriff

Topley