

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 known to me
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
{ 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 \$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. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Arthur L. 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 Dec. 19. 68.

Oliver D. Luck Clerk

84/ 1/27/69

No. *2441* Page.....

Barry muncie

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

Perry Coker

Plaintiffs

vs.

David Turberville
Defendants

SUMMONS AND COMPLAINT

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

DEC 9 1968 Clerk

ALICE J. DICK
CLERK
REGISTER

WILTERS, BRANTLEY & NESBITT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

David Turberville's Garage
Loxley, Alabama.

Received In Office

FILED

19.....

DEC 9 1968

Sheriff

I have ~~received this summons~~

this *Jan 27* 19*69*
by leaving a copy with

David Turberville

TAYLOR WILKINS, SHERIFF, OF BALDWIN

COUNTY, ALABAMA, CLAIM \$1.50 EACH

FOR SERVING *4.50* PROCESSIES) AND

TRAVEL EXPENSE ON EACH OF \$*4.20*

PROCESSIES) OR A TOTAL OF \$ *5.70*

Taylor Wilkins Sheriff

W. G. P. Coker Deputy Sheriff

Loxley