

MOTION FOR JUDGMENT BY DEFAULT

STATE OF ALABAMA

IN THE

COURT

Baldwin COUNTY

CASE No.

8501Burton W. Silvestre 9/6/69, PLAINTIFF

VS

Wilbur E. Page, DEFENDANT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendant upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendant on the 16 day of

January, 19 69.

2. The Defendant has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.

3. More than thirty days has lapsed since said service.

Thurman S. Hestie
Attorney

AMOUNT OF JUDGMENT \$ 216.40

ATTORNEY'S FEE \$ 45.00

INTEREST \$ 97.00

TOTAL \$ 358.40

ORIGINAL

BURTON H. SILVERSTEIN, d/b/a
AAA Assignment Service, as
Assignee of South Baldwin
Hospital

Plaintiff

VS.

SAM SEITZ

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. *2511*

1.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED SIXTY TWO AND 65/100 DOLLARS (\$362.65) balance due after all proper credits given on a promissory note amde by the Defendant on the 7th day of May, 1961, payable on Demand. Said note was assigned by the South Baldwin Hospital to the Plaintiff on April 15, 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 andpayable. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$60.00. The Plaintiff further avers that the Defendant waived all right of exemption under the laws of the State of Alabama as to personal property.

2.

The Plaintiff claims of the Defendant the sum of ONE HUNDRED SEVENTY EIGHT and 85/100 DOLLARS (\$178.85) balance due after all proper credits given on a promissory note made by the Defendant on August 16, 1964, payable on Demand. Said note was assigned by the South Baldwin Hospital to the Plaintiff on April 15, 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 collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$30.00. The Plaintiff further avers that the Defendant waived all right of exemption under the laws of the State of Alabama as to personal property.

3.

The Plaintiff claims of the Defendant the sum of FORTY ONE AND NO/100 DOLLARS (\$41.00) due from him by account on the 24th day of December, 1968, which said account was assigned to the Plaintiff on the 15th day of April, 1968, which sum of money with the interest thereon is due and unpaid.

An itemized statement of the account sued on, verified by the affidavit of a competent witness, is attached hereto as Exhibit "A" and made a part hereof.

WILTERS, BRANTLEY & NESBIT

BY: 

Attorney for Plaintiff

FILED

JAN 9 1969

ALICE J. DUCK

CLERK
REGISTER

STATE OF Alabama

COUNTY OF Baldwin

Personally appeared before me, the undersigned authority, in and for said County and State, Marshall Crosby, who after first being duly sworn deposes and says that he is the ADMINISTRATOR of the South Baldwin Hospital

and as such officer he has the supervision and custody of all the records of the said South Baldwin Hospital including the

accounts. Affiant further says that on the 26 day of December, 1968, that Sam S. Seitz was indebted to said

South Baldwin Hospital in the amount of \$ 585.50.

Further that this indebtedness is still due and unpaid.

Marshall Crosby

Sworn to and subscribed before me this 28 day of December, 1968.

Robert H. Shaw
Notary Public, State at Large
My commission expires Aug. 5, 1972

Foley, Alabama
April 15, 1968

For value received, I Marshall Crosby,
Administrator of the South Baldwin
Hospital, do hereby assign and set over
to B. E. Silverstein d/b/a
AAA Assignment Service the account owed
to the South Baldwin Hospital by

JAM S. Seitz

South Baldwin Hospital

Marshall Crosby
Administrator

[illegible]

621130.

SOUTH BALDWIN HOSPITAL - 125 POLEY, ALABAMA

CLAIM NO.

10-56

*PA*GIVE NAME (83-55) (LAST)

{ FIRST }

1110012

THESE ABSTRACTS

SEX	DOB	AGE	DATE OF BIRTH(SY-4)	SWED	EMPLOYER
			06/16		Kevin

Policy, Air
ADDRESS

Notes

11/12/62	3
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CONTRACT OR POLICY NO. (2-19) TYPE INS. ASSIGNED TYPE (1) MED. (2) SURG. (3) O.B. (4) ACCIDENT OR CASE OF

2. Background

SUBSCRIBER OR ASSOCIATE'S NAME (PRINTED)

ADDRESS

PHOENIX

OCCUPATION

3-4-2015, Friday

Baldwin, Inc.

DATE ADDED TO (1-15) MONTH AUTH. OFFICER

FILED 453.

DATE OF DISC. (19-22) HOUR

ATTENDING TO SYNTAX (3)

7/28/68 7:15 P.M. R.

Dr. John E. Foster

FINAL DIAGNOSIS AND SURGICAL PROCEDURE

DATE	ROOM	P-SP-W	RATE	DAYS	AUTHORIZATION TO RELEASE INFORMATION: I HEREBY AUTHORIZE THE ABOVE NAMED HOSPITAL TO RELEASE TO MY INSURORS ALL INFORMATION WHICH WILL BE CONTAINED HEREON WHEN COMPLETE
7/23/68	11-1	SR	14.00		
DATE					SIGNATURE

ASSIGNMENT OF INSURANCE BENEFITS: I HEREBY AUTHORIZE PAYMENT DIRECTLY TO THE ABOVE NAMED HOSPITAL THE HOSPITAL BENEFITS PAYABLE UNDER THE TERMS OF MY POLICY FOR THIS PERIOD OF HOSPITALIZATION.

DATE: 11/1/77 POLICY NUMBER: 1111111111

OPERATING ROOM 1. DELIVERY ROOM 2. ANESTHESIA 3.		I. V. SOLUTIONS 4. DRAYS-CATH. 5. DRESSINGS-CASTS 6.		X-RAY	LAB.	DRUGS	ROOM-BOARD NURSERY NURSING-SEEK COT	MISCELLANEOUS		TOTAL CHARGES OR DESCRIPTION	PAYMENTS 7. ALLOWANCES 8.		DATE	BALANCE	OLD BALANCE FEE-AMT
								AMOUNT	CODE						
							14.00			14.00			2/24/64	14.00	
						6.36	14.00			20.36			2/26/64	34.36	
				10.00		9.36	14.00			23.36			2/26/64	62.72	
						2.20	14.00			16.20			2/26/64	78.92	
						1.00	14.00			15.00			3/1/64	93.92	
							14.00			14.00			3/2/64	107.92	
						2.00	14.00			16.00			3/3/64	123.92	
							14.00			14.00			3/4/64	137.92	
				10.00		6.00	14.00			24.00			3/5/64	161.92	
							14.00			14.00			3/6/64	175.92	
							14.00			14.00			3/7/64	189.92	
							14.00			14.00			3/8/64	203.92	
							14.00			14.00			3/9/64	217.92	
							14.00			14.00			3/10/64	231.92	
													TOTAL CHARGES		
													BLUE CROSS-INS. COVERAGE		

$$2 \times 2 = 4; 3 \times 3 = 9; 4 \times 4 = 16; 5 \times 5 = 25; 6 \times 6 = 36; 7 \times 7 = 49; 8 \times 8 = 64; 9 \times 9 = 81$$

CLAIM NO.

$$P_{\lambda}^{\mu} = 107/2^{11} \{ 11A \} 5B \{ 12D - 3E \} \quad (1551) \quad (F1607)$$

(546712)

HOME ADDRESS

Pick:

CTRY	PAGE	AGE	DATE OF BIRTH (YY-MM)	SYNO	EMPLOYER
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USED BY

CONTRACT OR POLICY NO. (2-10) TYPE INS. ASSIGNED TYPE OF CASE

(1) NEO, (2) SURG, (3) O.G, (4) ACCIDENT

SUBSCRIBER OR RESPONSIBLE PARTY (12-14)

ADDENDUM

FILED

OCCUPATION

DATE ADDED (15-18) 1900

ADITYA, GURVEE [CER]

PRIOR ASS.

DATE OF DEG. (19-22) HOUR

ATYERBINE (PHYSICIAN) (5)

FINAL DIAGNOSIS AND SURGICAL PROCEDURE

AUTHORIZATION TO RELEASE INFORMATION: I HEREBY AUTHORIZE THE ABOVE NAMED HOSPITAL TO RELEASE TO MY INSURORS ALL INFORMATION WHICH WILL BE CONTAINED HEREON WHEN COMPLETE

ASSIGNMENT OF INSURANCE BENEFITS: I HEREBY AUTHORIZE PAYMENT DIRECTLY TO THE ABOVE NAMED HOSPITAL THE HOSPITAL BENEFITS PAYABLE UNDER THE TERMS OF MY POLICY FOR THIS PERIOD OF HOSPITALIZATION.

BAIL

SIGNATURE

1347

(U.S.)
POLICY HOLDER

OPERATING ROOM 1
DELIVERY ROOM 2
ANESTHESIA 3

I. V. SOLUTIONS
TRAYS-CATH,
DYES-CH-CASTE

$\frac{1}{2}$ $\frac{1}{3}$ $\frac{1}{4}$

$$\begin{aligned} & \mathcal{A}_2, \\ & \mathcal{B}_2, \\ & \mathcal{C}_2. \end{aligned}$$

RAY

L.A.P.

DRUGS

ROOM-BOARD
MURDER
MURDERER

MISCELLANEOUS	
AMOUNT	CODE

DATE	DESCRIPTION	AMOUNT
1997-11-11	TOTAL CHARGES OR DESCRIPTION	

PAYMENTS 7.
ALLOWANCES 8.

DATE _____

BALANCE

OLD BALANCE
PAGE 029

[illegible]

CASE NO. 07521

NAME (LAST) (FIRST) (MIDDLE) ADDRESS CITY STATE PHONE

EMPLOYER OF PAYMENT ADDRESS CITY STATE PHONE

NAME OF EMPLOYEE OR SUBSCRIBER (LAST) (FIRST) (MIDDLE) ADDRESS CITY STATE PHONE

DATE ADMITTED TIME DATE OF BIRTH AGE SEX RACE M S W D RELIGION TYPE (1) MRO. (2) MRO. (3) O.B. (4) ACCIDENT

DATE DISCHARGED TIME FINAL DIAGNOSIS

ATTENDING PHYSICIAN ADDRESS CONTRACT NO. TYPE

HOSPITAL RADIOLOGISTS

DATE	ROOM NO.	D-CHG	RATE	NO. DAYS	NO. DAYS	RA.	IN-LIEU DATES				NATURALITY DATES			
12/1/61	11	11	12.00	13			D	E	F	G	H	I	J	
12/1/61	11	11	12.00	13			C	D	E	F	G	H	I	
							A	B	C	D	E	F	G	
BLOOD	ANESTHESIA	OPERATING OR DELIVERY	BASIC DAILY RATE	LABORATORY	X-RAY	PHYSICIAN FEE		DRUGS	MISCELLANEOUS		DATE	TOTAL CHARGES	CREDITS	BALANCE
						AMOUNT	CODE		AMOUNT	CODE <td></td> <td></td> <td></td> <td></td>				
10.00			12.00			1.00		2.00			1/1/61 30.00	30.00		23.75
			17.00	4/1/61	30.00			4.00			1/1/61 12.00	12.00		126.00
10.00			12.00					1.00			1/1/61 20.00	20.00		135.00
			12.00					2.00			1/1/61 14.00	14.00		100.00
10.00			12.00	1/1/61				1.00			1/1/61 31.00	31.00		161.00
			12.00					2.00			1/1/61 14.00	14.00		195.00
10.00			12.00	13.00				1.75			5/1/61 37.75	37.75		333.75
			13.00	4/1/61	40.00			1.00			5/1/61 55.00	55.00		371.75
			12.00					1.00			5/1/61 13.00	13.00		308.20
10.00			12.00					1.00			5/1/61 23.75	23.75		332.95
			12.00					1.00			5/1/61 12.00	12.00		344.95
			12.00					7.75			5/1/61 30.00	30.00		374.95
ALL A CHARGES PAID														
FIVE FEDERAL SAVINGS BANK														
CASH, DEPOSIT 300000														

ASSIGNMENT OF INSURANCE BENEFITS: I HEREBY AUTHORIZE PAYMENT DIRECTLY TO THE SOUTH CALIFORNIA HOSPITAL ALL BENEFITS HEREON SPECIFIED AND OTHERWISE PAYABLE TO ME BUT NOT TO EXCEED THE HOSPITAL'S REGULAR CHARGE FOR THIS PERIOD OF HOSPITALIZATION. I UNDERTAND I AM FINANCIALLY RESPONSIBLE TO THE HOSPITAL FOR CHARGES NOT COVERED BY THIS ASSIGNMENT.

DATE

SIGNED

19

DATE

XERO COPY

SIGNED

XERO COPY

XERO COPY

956

956

956

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:

Sam Seitz

You Are Hereby Commanded to Summon

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.....

Sam Seitz

Defendant.....

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

Assignee of South Baldwin Hospital..... Plaintiff.....

Witness my hand this.....9.....day of.....19.69

Clerk

ORIGINAL

No. 8501

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Burton H, Silverstein, d/b/a
AAA Assignment Service, as
Assignee of South Baldwin
Hospital

Plaintiffs

vs.

Sam Seitz

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

FILED

Clerk

JAN 9 1969

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:.....

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

May be served at Hale
Manufacturing Co. Foley,
Alabama

Received In Office

RECEIVED

JAN 9 1969

19.....

Sheriff

I have executed this summons

this

by leaving a copy with

Sam Seitz

Sheriff claims 75 miles at

Ten Cents per mile Total \$ 7.25

TAYLOR WILKINS, Sheriff

BY

DEPUTY SHERIFF

Taylor Wilkins
Charles L. ...

Sheriff

Deputy Sheriff

MOTION FOR JUDGMENT BY DEFAULT

STATE OF ALABAMA

IN THE

COURT

Baldwin COUNTY

CASE No.

Burton H. Silverstein d/b/a, PLAINTIFF

VS

Sam. Sutz, DEFENDANT

Comes now the Plaintiff in the above styled cause and moves the court to enter a default judgment against the Defendant upon writ of inquiry, and assigns the following grounds:

1. Summons and complaint were personally served upon the Defendant on the 16 day of

January, 1969

2. The Defendant has failed to appear, demur, plead, or answer the said summons and complaint and has wholly defaulted.

3. More than thirty days has lapsed since said service.

Stephen S. Fleck
Attorney

AMOUNT OF JUDGMENT \$ 541.50
ATTORNEY'S FEE \$ 90.00
INTEREST \$ 47.30
TOTAL \$ 679.80

\$362.65

Foley, Ala. 5-7

1961

Demand & Installments after date, without grace & promise to pay

to the order of South Baldwin Hospital

Three Hundred Sixty Two and 65/100 Dollars

for value received, with interest at per cent. per annum from
until paid. 10.00 per month

PAYABLE AT FARMERS AND MERCHANTS BANK, FOLEY, ALA.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, as to personal property 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 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, and they agree that time of payment may be extended without notice to them of such extension. The Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

RF-956

Sam I. Smith

Seal

Elberta, Ala.

Seal

Due

157

\$

\$ 187.85

Foley, Ala. August

Demand

after date, without grace

to the order of South Baldwin Hospital

One Hundred and Eighty Eight and

for value received, with interest at per cent. per annum from until paid.

PAYABLE AT FARMERS AND MERCHANTS BANK, FOL

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby waives as to this debt, or any renewal thereof, all right to exemption under the constitution of this State, as to personal property and they each severally agree to pay all costs of collecting or securing this note, including a reasonable attorney's fee, whether the same be collected or secured by endorser, surety or guarantor, of this note severally waives demand, presentment, protest, notice of protest necessary to hold them, and they agree that time of payment may be extended without notice to the Bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of the bank belonging to the maker, surety, endorser, guarantor, or any one of them.

No.

Due Aug. 29, 1964

Sam S.