

ORIGINAL

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Wayne Mullican, doing business as Foley Used Car Center, to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of South Baldwin Bank, a corporation.

WITNESS my hand this 22 day of January, 1969.

Alice J. Duck
Clerk

Defendant resides at Foley, Alabama.

* * * * *

SOUTH BALDWIN BANK,
a corporation,

Plaintiff,

VS.

WAYNE MULLICAN, d/b/a
Foley Used Car Center,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW
8533

C O M P L A I N T

COUNT ONE

The plaintiff claims of the defendant One Hundred Dollars (\$100.00), the balance due by promissory note made by him on the 11th day of July, 1967, and payable on demand, with interest thereon from July 11, 1968. Plaintiff avers that in and by the terms of said note defendant agreed to pay a reasonable attorney's fee, which fee plaintiff avers to be \$15.00 and which it herewith claims.

COUNT TWO

The plaintiff claims of the defendant Three Hundred Twenty-seven Dollars (\$327.00), balance due by promissory note made by him on September 11, 1967, and payable on demand, together with interest from July 11, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable

attorney's fee, which fee plaintiff avers to \$45.00 and which it herewith claims.

COUNT THREE

72 The plaintiff claims of the defendant Sixty Dollars (\$60.00), balance due by promissory note made by him on the 18th day of September, 1967, and payable on demand, together with interest from July 18, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable attorney's fee, which fee it avers to be \$9.00 and which it herewith claims.

COUNT FOUR

144 The plaintiff claims of the defendant One Hundred Twenty Dollars (\$120.00), balance due by promissory note made by him on September 25, 1967, and payable on demand, together with interest from July 25, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable attorney's fee, which fee plaintiff avers to be \$18.00 and which it herewith claims.

COUNT FIVE

210 The plaintiff claims of the defendant One Hundred Seventy-five Dollars (\$175.00) due by a promissory note made by him on November 1, 1967, and payable on demand, together with interest from July 1, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable attorney's fee, which plaintiff avers to be \$25.00 and which it herewith claims.

COUNT SIX

83 The plaintiff claims of the defendant Seventy Dollars (\$70.00) due by a promissory note made by him on November 17, 1967, and payable on demand, together with interest from July 17, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable attorney's fee, which fee plaintiff avers to be \$10.50 and which it herewith claims.

COUNT SEVEN

41.87 The plaintiff claims of the defendant One Hundred Fifty-seven and 50/100 Dollars (\$157.50) due by a promissory note made by him on November 20, 1967, and payable on demand, together with interest from July 20, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable attorney's fee, which fee plaintiff avers to be \$22.50 and which it herewith claims.

COUNT EIGHT

* 383 The plaintiff claims of the defendant Three Hundred Twenty and no/100 Dollars (\$320.00) due by a promissory note made by him on December 15, 1967, and payable on demand, together with interest from June 15, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable attorney's fee, which fee plaintiff avers to be \$45.00 and which it herewith claims. $\frac{228}{232}$

COUNT NINE

* 119 The plaintiff claims of the defendant One Hundred Dollars (\$100.00) due by a promissory note made by him on January 22, 1968, and payable on demand, together with interest from July 22, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable attorney's fee, which fee plaintiff avers to be \$15.00 and which it herewith claims.

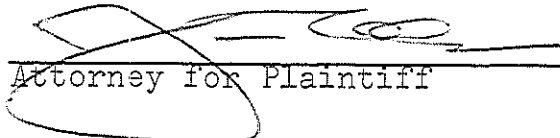
COUNT TEN

* 95 The plaintiff claims of the defendant Eighty Dollars (\$80.00) due by a promissory note made by him on February 12, 1968, and payable on demand, together with interest from August 12, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable attorney's fee, which fee plaintiff avers to be \$12.00.

COUNT ELEVEN

* 278 The plaintiff claims of the defendant Two Hundred Thirty-six Dollars (\$236.00) due by a promissory note made by him on February 12, 1968, and payable on demand, together with interest

from August 12, 1968. Plaintiff avers that in and by the terms of the said note the defendant agreed to pay a reasonable attorney's fee, which fee plaintiff avers to be \$30.00.


Attorney for Plaintiff

FILED

JAN 22 1969

ALICE J. DUCK CLERK
REGISTER

2/1/23/69

ORIGINAL
8533

South Baldwin
Bank, a corp.

vs.

Wayne Mullican
d/b/a. Foley used
Car Center

Received 23 day of Jan 1969
and on 23 day of Jan 1969
I served a copy of the within ATC
on Wayne Mullican
By service on _____

TAYLOR WILKINS, Sheriff
By Carlisle Wheeler, S.

Foley
Sheriff claims 42 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Carlisle Wheeler
DEPUTY SHERIFF

FILED

JAN 22 1969

ALICE J. DUCK CLERK
REGISTER

James R. Oliver
Atty

JAMES R. OWEN
ATTORNEY AT LAW
110 COURTHOUSE SQUARE
BAY MINETTE, ALABAMA 36507

April 9, 1969

P. O. BOX 248
TEL. 937-2061
AREA CODE 205


Mrs. Alice J. Duck
Clerk
Bay Minette, Alabama

Dear Mrs. Duck:

I recently obtained a judgment in favor of
South Baldwin Bank against Wayne Mullican.

Please do not issue an execution on this
judgment until notice from me.

Yours very truly,



JAMES R. OWEN

JRO/ers

called
1-22-71

8533