## FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201 FOLEY, ALABAMA 36535

September 5, 1969

Honorable Telfair Mashburn Judge of Circuit Court Bay Minette, Alabama 36507

Re: W. S. McKeller, d/b/a Mack's Dental Laboratory

Vs: W. M. Tunstall Case No. 8818

Dear Judge Mashburn:

Kindly render a judgment in this case based on a promissory note on which there is a principal balance due of \$2,070.84, interest \$200.00 and attorney's fee of \$300.00, for a total of \$2570.84.

Said notes are attached.

Cordially your

FOREST A. CHRISTIAN

## SUMMONS

You are hereby commanded to summons W. M. TUNSTALL, 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, Alabama, at the place of holding same by W. S. McKELLAR, d/b/a MACK'S DENTAL LABORATORY.

Witness my hand this the 25 day of July, 1969.

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COMPLAINT

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TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

STATE OF ALABAMA,

COUNTY OF BALDWIN. )

W. S. McKELLER, d/b/a MACK'S X

DENTAL LABORATÓRY,

| PLAINTIFF,  VS:  W. M. TUNSTALL,  DEFENDANT.  The Plaintiff claims of the & 84/100 DOLLARS (\$2,070.84), december 1.50 december 1 | BALDWIN COUNTY, ALABAMA  AT LAW  BELOW THOUSAND SEVENTY  The Defendant TWO THOUSAND SEVENTY  The Defendant Two promissory notes made by |       |
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| him and payable on the dates as thereon:  |   |       |
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| Thirty Days  | February 10, 1967  |
| to the Order of W. S. McKellar, d/b/a Macks  | after date Wepromise to pay  |
| One Hundred and no/100   |  |
| ot Meridian, Miss.   | DOLLARS  |
| for value received with interest at the rate of six (6) per cent pe  | r Chnum ofter date   |
| hereby further agree that if this note shall not be paid at  | maturity and suit shall be bounts to accome  |
| therefor, that We will pay a reasonable attorney's fee for bring   | ging soid suit; the some to be included in the judgment.   |
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| \$ 100.00  | March 101967   |
| Thirty_Days  | after date Wepromise to pay  |
| to the Order of W. S. McKellar, d/b/a Macks  | Dental Laboratory  |
| One Hundred and no/100   |  |
| ot Meridian, Miss  |  |
| hereby further agree that if this note shall not be paid at therefor, that We will pay a reasonable attorney's fee for bring the will pay a reasonable attorney's fee for bring will be a fee for | maturity, and suit shall be brought to enforce payment aging said suit; the same to be included in the judgment. |
| GOWER, MERICIAN  |  |
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| \$ <u>100.00</u>   | April 10. 1967   |
| Thirty Days  | after dateWepromise to pay   |
| to the Order of W. S. McKellar, d/b/a Mac  | ks Dental Laboratory   |
| One Hundred and no/100   | DOLLARS  |
| ot Meridian, Miss.   |  |
| for value received with interest at the rate of six (6) per cent per  We hereby further agree that if this note shall not be paid at therefor, that We will pay a reasonable attorney's fee for bring  | maturity, and suit shall be brought to enforce payment   |
| No. 28   |  |

| <u> </u>   | May 10.   | 19_67  |
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|  | after date                                      |  |
| to the Order of W. S. McKellar, d/b/a Macks I  |   |  |
| One Hundred and no/100   |   | DOLLARS  |
| ot Meridian, Miss.   |   |  |
| for value received with interest at the rate of six (6) per cent per of the week of the same that is this area shall not be said at the  | _   |  |
| therefor, that We will pay a reasonable attorney's fee for bringing  | / //  | - · ·  |
| therefor, that the will pay a reasonable attorney's ree for bringing   | g said suit, the some to be                     | included in the judgment.                                    |
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| OWER MEROWA TO STORY OF THE STO | e Marie e e                                     |  |
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| <u>\$ 100.00</u>   | June 10   | 19.67  |
| Thirty Days  | after dateW                                     | -  |
| to the Order of W. S. McKellar, d/b/a Macks Der  | ntal Laboratory                                 | promise to pay   |
| One Hundred and no/100   |   |  |
| ot Meridian, Miss.   |   |  |
| for value received with interest at the rate of six (6) per cent per a   |   |  |
|  | tyrity, and suit shall be bro                   | ought to enforce payment included in the judgment.           |
| for value received with interest at the rate of six (6) per cent per at  We hereby further agree that if this note shall not be paid at man  | tyrity, and suit shall be bro                   | ought to enforce payment included in the judgment.           |
| for value received with interest at the rate of six (6) per cent per at the rate of six (6) per cent p | tyrity, and suit shall be bro                   | ought to enforce payment included in the judgment.           |
| for value received with interest at the rate of six (6) per cent per at the rate of six (6) per cent p | tyrity, and suit shall be bro                   | ought to enforce payment included in the judgment.           |
| for value received with interest at the rate of six (6) per cent per at the rate of six (6) per cent p | tyrity, and suit shall be bro                   | bught to enforce payment included in the judgment.           |
| for value received with interest at the rate of six (6) per cent per at the rate of six (6) per cent p | tyrity, and suit shall be bro                   | ought to enforce payment included in the judgment.           |
| for value received with interest at the rate of six (6) per cent per and the reby further agree that if this note shall not be paid at many therefor, that we will pay a reasonable attorney's fee for bringing No. 30   | said suit shall be bro                          | ought to enforce payment included in the judgment.  0, 19 67 |
| for value received with interest at the rate of six (6) per cent per an we hereby further agree that if this note shall not be paid at most therefor, that we will pay a reasonable attorney's fee for bringing No. 30   | said suit shall be brossid suit, the same to be | included in the judgment.                                    |
| for value received with interest at the rate of six (6) per cent per and the received with interest at the rate of six (6) per cent per and the received further agree that if this note shall not be paid at most therefor, that We will pay a reasonable attorney's fee for bringing No. 30  | July 1  | 0, 19 67 e promise to pay                                    |
| for value received with interest at the rate of six (6) per cent per and the reference of the period of the reference of the reference of the period of the reference of the period of the reference of the period of the responsible attorney's fee for bringing of the period of the per | July 1 after dateW                              | 0, 19 67 e promise to pay                                    |
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| Thirty Days  of the Order of W. S. McKellar. d/b/a Macks Dental Landred and no/100———————————————————————————————————  | ter date.  I suit shall be brought to enforce payment   |
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| One Hundred and no/100  t Meridian, Miss.  or value received with interest at the rate of six (6) per cent per annum after the series of the shall not be paid at maturity, and the serefor, that We will pay a reasonable attorney's fee for bringing said suit.  | ter date.  I suit shall be brought to enforce payment   |
| or value received with interest at the rate of six (6) per cent per annum after the state of six (6) per cent per annum after the six (6) per cent per annum after th | ter date. If suit shall be brought to enforce payment   |
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| we hereby further agree that if this note shall not be paid at maturity, and well pay a reasonable attorney's fee for bringing said suit,  | suit shall be brought to enforce payment  |
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| erefor, that We will pay a reasonable attorney's fee for bringing said suit,   |   |
| eretor, that will pay a reasonable attainers fee for all and say,  | the some to be included in the judgment.  |
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|  | <u>September 10, 1967</u>   |
| 5 100.00   | after date <u>We</u> promise to pay   |
| Thirty Days  |   |
| o the Order of W. S. McKellar, d/b/a Macks Dental  |   |
| One Hundred and no/100   |   |
| Meridian, Miss   |   |
| the second for height said still   | it the same to be included in the judgment  |
| Tito attended attended fee for bringing said sur   | it the same to be included in the judgment  |
| Tito attended attended fee for bringing said sur   | the same to be included in the judgment   |
| therefor, that We will pay a reasonable attorney's fee for bringing said said  | the same to be included in the judgment   |
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| No. 33   | the same to be included in the judgment   |
| No. 33   | the same to be included in the judgment   |
| No. 33   | the same to be included in the judgment   |
| No. 33   | the same to be included in the judgment   |
| therefor, that We will pay a reasonable attorney's fee for bringing said sur   | the same to be included in the judgment   |
| therefor, that We will pay a reasonable attorney's fee for bringing said sur   | the same to be included in the judgment   |
| No. 33   | the same to be included in the judge.   |
| No. 33   | October 10, 196   |
| No. 33  **EN. MERCAN  **Ino. 00  The intra Days  | October 10, 196  _after date We promise to p  |
| therefor, that We will pay a reasonable attorney's fee for bringing said start.  No. 33  \$ 100.00  Thirty Days  to the Order of W. S. McKellar, d/h/a Macks Dental  | October 10, 196  after date We promise to p   |
| therefor, that We will pay a reasonable attorney's fee for bringing said start.  No. 33  \$ 100.00  Thirty Days  to the Order of W. S. McKellar, d/h/a Macks Dental  | October 10, 196  after date We promise to p   |
| \$ 100.00 Thirty Days to the Order of W. S. McKellar, d/h/a Macks Dental One Hundred and no/100-   | October 10, 196  after date We promise to p   |
| \$ 100.00  Thirty Days to the Order of W. S. McKellar, d/h/a Macks Dental One Hundred and no/100 ot Meridian, Miss.  | October 10. 196  _after date We promise to p  |
| \$ 100.00 Thirty Days to the Order of W. S. McKellar. d/b/a Macks Dental. One Hundred and no/100 ot Meridian, Miss. for value received with interest at the rate of six (6) per cent per annum   | October 10, 196  after date We promise to p  Laboratory  n after date.  and suit shall be brought to enforce paym       |
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| \$ 100.00  Thirty Days to the Order of W. S. McKellar, d/h/a Macks Dental One Hundred and no/100———————————————————————————————————  | October 10, 196  after date We promise to p  Laboratory  n after date.  and suit shall be brought to enforce paym       |

| <u>\$ 100.00</u>   | •  |   | November 10,   | 19 <u>6</u>  |
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| to the Order of W. S   | S. McKellar, d/  | b/a Macks Den                               | tal Laboratory   | •  |
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| ot Meridian, Miss.   |  |   |  |  |
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| therefor, that <u>We</u>   | _will pay a reasonable attor   | ney's fee for bringing so                   | oid suit; the same to be include   | ded in the judgmen   |
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| ren or mount of the property of the state of | a para ang mga kapana ang ang pangana ang ang ang ang  | Andrew St.                                  |  | en al Maria de La caractería de la carac |
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| \$ 70 <b>.</b> 84  |  |   | December 10,   | 19_  |
| \$ 70.84<br>On   |  |   | December 10,   |  |
| On   | . McKellar, d/b  | <br>/a Macks Dent                           | after date_We  |  |
| On to the Order of W. S  |  |   | after date <u>We</u><br>al Laboratory  |  |
| On  to the Order of W. S  Seventy and 84   | /100   |   | after date <u>We</u><br>al Laboratory  | promise to   |
| On  to the Order of W. S  Seventy and 84  at Meridian, Miss  | /100   |   | ofter date We<br>al Laboratory   | promise to   |
| On  to the Order of W. S  Seventy and 84  at Meridian, Miss  for value received with in  | /100  nterest at the rate of six   | (6) per cent per an                         | after date We al Laboratory  num after date.                                   | promise to p   |
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Said notes provide for a reasonable attorney's fee, which the Plaintiff alleges to be THREE HUNDRED & 00/100 DOLLARS (\$300.00).

ATTORNEY FOR PLAINTIFF

Forest A. Christian

Defendant's.address is:

Dentist in Robertsdale, Alabama.

JUL 25 1969

ALGE J. DUN CLERK REGISTER alved 25 day of file 19 day

on 28 day of 19 day

wed a copy of the within 19 day

Dentist in Lobertsdale

Sheriff claims 50 miles 83

Ten Cents per mile Total \$500

TAYLOR WILKINS. Sheriff

DEPUTY SHERNE

8818

## SUMMONS AND COMPLAINT

W. S. MCKELLER, d/b/a MACK'S DENTAL LABORATORY,

PLAINTIFF,

VS:

W. M. TUNSTALL,

DEFENDANT.

JUL 25 1969

AN HOR BURNERSTER

LAW OFFICE OF
FOREST A. CHRISTIAN
(205) 943-2201
P. O. DRAWER 190
FOLEY, ALABAMA 36535

## DANIEL E. ROBISON

ATTORNEY AT LAW 118 B West Laurel Ave. FOLEY, ALABAMA 36535

PHONE 943-4955

P.O. BOX 794

Clerk of the Court

RE: SKIPPER BENTLEY Vs.

ROBERT L. QUATES

I want my judgment on record, but do not send it down to the Sheriff for execution at present.

Thank you.

Mariel Kohusan