

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 yours,

A handwritten signature in dark ink, appearing to read "Forest A. Christian", is written over the typed name.

FOREST A. CHRISTIAN

SUMMONS

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

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 25th day of July, 1969.

Alice J. Luck
Clerk

** **

COMPLAINT

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

PLAINTIFF,

VS:

W. M. TUNSTALL,

DEFENDANT.

IN THE CIRCUIT COURT OF

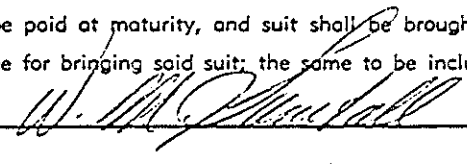
BALDWIN COUNTY, ALABAMA

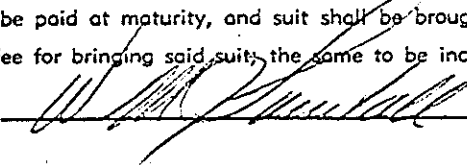
AT LAW

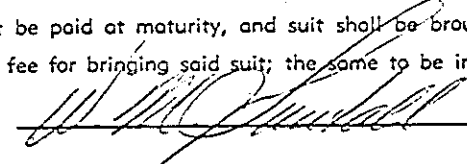
8818

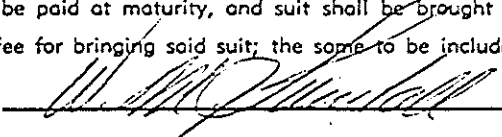
The Plaintiff claims of the Defendant TWO THOUSAND SEVENTY & 84/100 DOLLARS (\$2,070.84), due by promissory notes made by him and payable on the dates as shown, together with interest thereon:

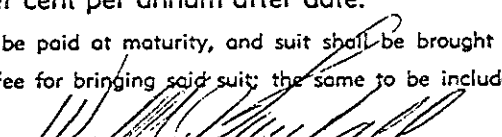
\$ 100.00 April 10, 1966
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.
W. M. Tunstall
No. 16

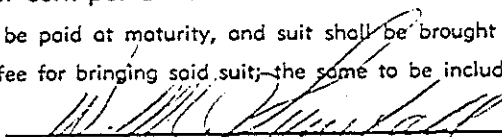
\$ 100.00 May 10, 19 66
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 17

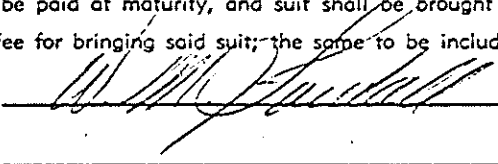
\$ 100.00 June 10, 19 66
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 18

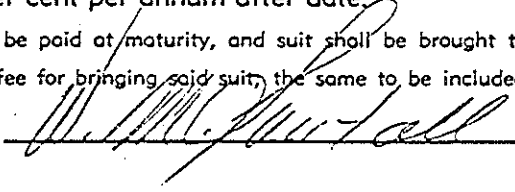
\$ 100.00 July 10, 19 66
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 19

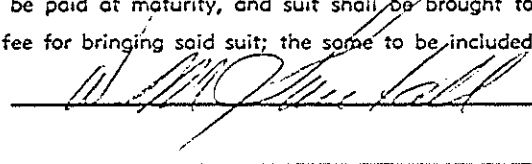
\$ 100.00 August 10, 1966
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100-----DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 20

\$ 100.00 September 10, 1966
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100-----DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 21

\$ 100.00 October 10, 1966
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100-----DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 22

\$ 100.00 November 10, 19 66
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100-----DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 23

\$ 100.00 December 10, 19 66
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100-----DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 24

\$ 100.00 January 10, 1967
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100-----DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 25

\$ 100.00

February 10, 1967

Thirty Days

after date We promise to pay

to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory

One Hundred and no/100----- DOLLARS

at Meridian, Miss.

for value received with interest at the rate of six (6) per cent per annum after date.

We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 26

GOWER, MERIDIAN

\$ 100.00

March 10, 1967

Thirty Days

after date We promise to pay

to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory

One Hundred and no/100----- DOLLARS

at Meridian, Miss.

for value received with interest at the rate of six (6) per cent per annum after date.

We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 27

GOWER, MERIDIAN

\$ 100.00

April 10, 1967

Thirty Days

after date We promise to pay

to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory

One Hundred and no/100----- DOLLARS

at Meridian, Miss.

for value received with interest at the rate of six (6) per cent per annum after date.

We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 28

GOWER, MERIDIAN

\$ 100.00 _____ May 10, 19 67
Thirty Days _____ after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.

for value received with interest at the rate of six (6) per cent per annum after date.

We _____ hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment therefor, that We _____ will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 29

GOWER, MERIDIAN

\$ 100.00 _____ June 10, 19 67
Thirty Days _____ after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.

for value received with interest at the rate of six (6) per cent per annum after date.

We _____ hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment therefor, that We _____ will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 30

GOWER, MERIDIAN

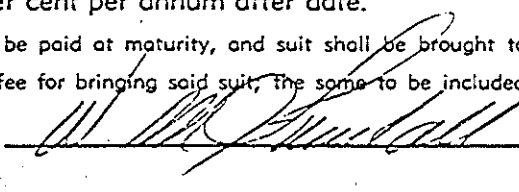
\$ 100.00 _____ July 10, 19 67
Thirty Days _____ after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.

for value received with interest at the rate of six (6) per cent per annum after date.

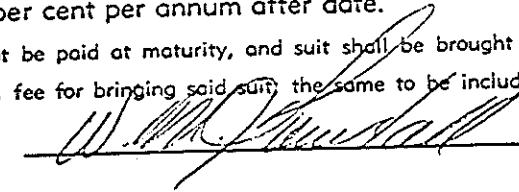
We _____ hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment therefor, that We _____ will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.

No. 31

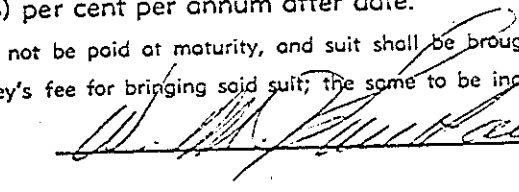
GOWER, MERIDIAN

\$ 100.00 August 10, 1967
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit, the same to be included in the judgment.

No. 32

GOWER, MERIDIAN

\$ 100.00 September 10, 1967
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit, the same to be included in the judgment.

No. 33

GOWER, MERIDIAN

\$ 100.00 October 10, 1967
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit, the same to be included in the judgment.

No. 34

GOWER, MERIDIAN

\$ 100.00 November 10, 1967
Thirty Days after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
One Hundred and no/100----- DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.
[Signature]
No. 35

\$ 70.84 December 10, 1967
On after date We promise to pay
to the Order of W. S. McKellar, d/b/a Macks Dental Laboratory
Seventy and 84/100----- DOLLARS
at Meridian, Miss.
for value received with interest at the rate of six (6) per cent per annum after date.
We hereby further agree that if this note shall not be paid at maturity, and suit shall be brought to enforce payment
therefor, that We will pay a reasonable attorney's fee for bringing said suit; the same to be included in the judgment.
[Signature]
No. 36

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

[Signature]
Forest A. Christian

Defendant's address is:

Dentist in Robertsdale,
Alabama.

FILED

JUL 25 1969

ALICE J. DUCK CLERK
REGISTER

Ex: 7-28-69

Dentist in Robertsdale

8818

SUMMONS AND COMPLAINT

Served 25 day of July 1969
on 28 day of July 1969
Served a copy of the within
W. M. Tunstall

Service on

TAYLOR WILKINS, Sheriff

Brown D. E.

50 miles R T.
R. Dale

Sheriff claims 50 miles @

Ten Cents per mile Total \$ 5.00

TAYLOR WILKINS, Sheriff

BY

Brown
DEPUTY SHERIFF

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

PLAINTIFF,

VS:

W. M. TUNSTALL,

DEFENDANT.

FILED

JUL 26 1969

ALICE J. DUCK CLERK
REGISTER

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. 4918

ROBERT L. QUATES

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

Thank you.

Yours,

Daniel Robison

*EX for cost
ci 9/27 8/17*