

41854

STATE OF ALABAMA )  
 )  
BALDWIN COUNTY ) IN THE CIRCUIT COURT - IN EQUITY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Mrs. Jackie B. Yukers to appear and plead, answer or demur, within thirty days from the service hereof, to the Bill of Complaint filed in the Circuit Court of Baldwin County, Alabama, In Equity by John W. Finch, individually and doing business as Gulf Coast Blind and Awning Company, as complainant, against Mrs. Jackie B. Yukers, as Respondent.

Witness my hand this 17 day of February, 1960.

*Alice D. Duck*  
Register

JOHN W. FINCH, individually	X	
and doing business as GULF	X	
COAST BLIND AND AWNING COM-	X	IN THE CIRCUIT COURT OF
PANG,	X	
	X	BALDWIN COUNTY, ALABAMA
Complainant,	X	
	X	
vs.	X	
	X	
MRS. JACKIE B. YUKERS,	X	IN EQUITY
	X	
Respondent.	X	No. 4654

TO: THE HONORABLE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY AND TO THE HONORABLE HUBERT M. HALL, JUDGE THEREOF:

Comes now the Complainant in the above styled cause, by his attorneys, and respectfully represents and shows unto your Honor and unto this Honorable Court as follows:

FIRST:

That your Complainant is over the age of twenty-one years and a resident citizen of Baldwin County, Alabama, his more particular address being Loxley, Alabama and he has been engaged, and is now engaged, in the business of selling and installing blinds, awnings, windows and related items including paint and ornamental

iron for more than one year next before the filing of this Bill of Complaint. That the Respondent Mrs. Jackie B. Yukers is over the age of twenty-one years and a resident citizen of Baldwin County, Alabama, her more particular address being Fairhope, Alabama.

SECOND:

That during the month of to-wit: June 1959, the Complainant contracted and agreed with the Respondent to furnish her certain materials consisting of paint, metal awnings, ornamental iron and to treat her residence for termite control, for all of which work and material the Respondent agreed to pay your Complainant the sum of Six Hundred and Forty-one Dollars (\$641.00). That said work was to be done over a period of time and the last item of work performed or material furnished to the Complainant was on October 3, 1959. That your Complainant fully complied with the agreement, aforesaid, but the Respondent has failed and refused to pay your Complainant for the work and labor done by him or the materials furnished by him in accordance with said agreement. That in addition to the amount agreed to be paid to your Complainant for the work and labor and materials referred to above the Respondent agreed to pay all attorneys' fees and legal costs for collection of the amount due in the event that the Complainant had to resort to legal action to collect the amount due. And the Complainant further alleges that he did have to resort to legal action to collect this amount and to that end has employed the firm of Chason & Stone, Attorneys at Law, Bay Minette, Alabama, and claims of the Respondent a reasonable attorneys' fee in this matter in the amount of One Hundred Fifty Dollars (\$150.00).

THIRD:

That your Complainant was the original contractor for the work referred to above and that as such he filed a statement of lien, a copy of which is attached hereto and marked "EXHIBIT A" and by reference made a part hereof as though fully incorporated herein for record in the Judge of Probate's office on October 26, 1959, which instrument is recorded in Book 5 of Exemptions and Liens at page 353, and which was filed within six months after the last item of work was performed and the last item of material was furnish-

ed by the Complainant to the Respondent under the terms of the agree-  
ment referred to above. That all of the work and labor referred to  
above was performed at the request of the Respondent and the improve-  
ments placed by your Complainant on the property of the Respondent  
are located on the following described real property which is owned  
by the Respondent and which is situated in Baldwin County, Alabama,  
to-wit:

Lots Two (2) and Three (3) in Block One (1) accord-  
ing to the map of survey and replat of said Block 1,  
Central Park, Fairhope, Alabama, as recorded in Map  
Book 3 at page 112, Baldwin County, Alabama Records.

FOURTH:

The Complainant claims of the Respondent Six Hundred and  
Forty-one Dollars (\$641.00) due from it by account on the 14th day  
of August, 1959, which sum of money with interest thereon is still  
unpaid; and the Complainant claims the further and additional sum of  
One Hundred and Fifty Dollars (\$150.00) as a reasonable attorneys'  
fee incurred by him in instituting this proceeding.

FIFTH:

The Complainant claims of the Respondent the sum of Six  
Hundred and Forty-one Dollars (\$641.00) for work and labor performed  
by the Complainant at the request of the Respondent, which sum of  
money, together with the interest thereon from October 14, 1959 is  
still unpaid.

PRAYER FOR PROCESS

The premises considered your Complainant respectfully  
prays that Mrs. Jackie B. Yukers be made a party Respondent to this  
proceeding and that she be required to appear and plead, answer or  
demur to this Bill of Complaint within the time allowed by law and  
the rules of this Honorable Court.

PRAYER FOR RELIEF

The Complainant further prays that this Honorable Court  
will, on the final hearing of this cause, enter an appropriate order  
or decree ascertaining the amount due by the Respondent to the Com-

plainant under the terms of the above noted agreement and will render a decree against the Respondent and in favor of the Complainant for said amount. Your Complainant further prays that this Honorable Court will fix and determine a reasonable attorneys' fee to be paid to Chason & Stone, Attorneys at Law, Bay Minette, Alabama, and will in and by the terms of said decree require the Respondent to pay said amount to the Complainant. Your Complainant further prays that this Honorable Court will fix and establish a lien on the above described real estate and on the improvements located thereon to secure the payment of any amount due by the Respondent to the Complainant and that if the said amount is not paid within a time to be specified in and by the terms of said decree that the above described property be sold to satisfy said lien. The Complainant prays for such other, further and different relief to which, he might, in equity be entitled and which will be meet and proper.

CHASON & STONE

By:

  
Solicitors For Complainant

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Blanche White, a Notary Public, in and for said County in said State, personally appeared Norborne C. Stone, Jr. whose is known to me and who, after being by me first duly and legally sworn did depose and say as follows:

That his name is Norborne C. Stone, Jr. and he is one of the attorneys for John W. Finch, individually and doing business as Gulf Coast Blind and Awning Company and that he signed the foregoing Bill of Complaint as such. That he is informed and believes and upon such information and belief alleges that the facts contained in the foregoing Bill of Complaint and the exhibits attached thereto

are true and correct.

Melvin G. Stang, Jr.

Sworn to and subscribed before me  
this 16th day of February, 1960.

Blanche White  
Notary Public, Baldwin County, Ala.

"EXHIBIT A"

STATE OF ALABAMA

BALDWIN COUNTY

John W. Finch, individually and doing business as Gulf Coast Blind and Awning Co., files this statement in writing, verified by his oath and based upon his personal knowledge of the facts herein set forth:

That John W. Finch, individually and doing business as Gulf Coast Blind and Awning Co., claims a lien upon the following property situated in Baldwin County, Alabama, to-wit:

Lots Numbered Two (2) and Three (3) in Block One (1) according to the map of survey and replat of said Block 1, Central Park, Fairhope, Alabama, as recorded in Map Book 3 at page 112, Baldwin County, Alabama Records.

This lien is claimed separately and severally, as to both the buildings and the improvements thereon and the said land.

That said lien is claimed to secure an indebtedness of \$641.00 with interest from, to-wit: the 14th day of October, 1959, for work and labor done and materials furnished by the claimant from October 1, 1959, to October 14, 1959, and placed upon the improvements located upon the property described above.

The name of the owner or proprietor of said property is Jackie B. Yukers.

(Signed) John W. Finch  
John W. Finch, individually, and doing business as Gulf Coast Blind and Awning Co., claimant.

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Norborne C. Stone, Jr., a Notary Public, in and for the County of Baldwin, State of Alabama, personally appeared John W. Finch, who being duly sworn doth depose and say: that he has personal knowledge of the facts set forth in the foregoing statement of lien and the same are true and correct to the best of his knowledge and belief.

(Signed) John W. Finch  
John W. Finch, affiant

Sworn to and subscribed before me on this 26th day of October, 1959.

(Signed) Norborne C. Stone, Jr.  
Notary Public, Baldwin County, Alabama

FILED  
FEB 17 1960

ALICE J. DUCK, Registrar