

S U M M O N S

STATE OF ALABAMA
COUNTY OF BALDWIN

TO ANY SHERIFF OF THE
STATE OF ALABAMA

You are hereby commanded to summon LAVERNE C. COX to appear within thirty (30) 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 GEORGE T. FOWLER.

WITNESS my hand this 14 day of Jan, 1966.

Dee J. Welch
CIRCUIT CLERK BALDWIN COUNTY

GEORGE T. FOWLER,) IN THE CIRCUIT COURT OF
Plaintiff) BALDWIN COUNTY, ALABAMA
VS.) AT LAW
LAVERNE C. COX,) CASE NO. 6823
Defendant)

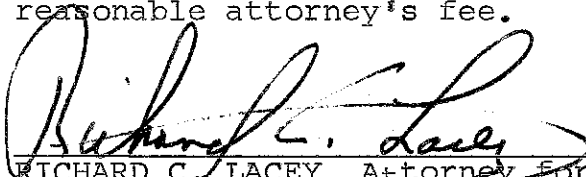
Plaintiff claims of the Defendant FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), due by promissory note, made by Defendant on June 22, 1965, and payable September 22, 1965.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay interest at the rate of eight per cent (8%) per annum from June 22, 1965, and Plaintiff claims of the Defendant such interest.

Plaintiff further avers that in and by the terms of said note, the Defendant waives notice of presentment and all right of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, as to which waiver the Plaintiff now claims the benefit.

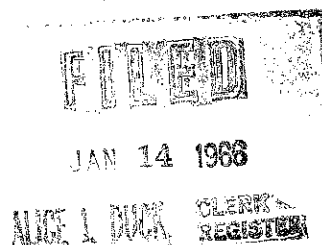
Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all costs of collection or securing or attempting to collect or secure said note, including a reasonable attorney's fee, and the Plaintiff further claims of the

Defendant the further and additional sum of ONE HUNDRED AND NO/100
DOLLARS (\$100.00) as such reasonable attorney's fee.


RICHARD C. LACEY, Attorney for Plaintiff

Defendant resides at

Route 1, Box 113
Robertsdale, Alabama



681-3

George J. Fawcett

vs

Laverne E. Coyt.

Received 14 day of Jan 1966
and on 24 day of Dec 1965
I served a copy of the within on Laverne E. Coyt.

By service on _____

TAYLOR WILKINS, Sheriff
By L. E. Fawcett

L. E. Fawcett

Sheriff claims 70 miles at
Ten Cents per mile Total \$ 7.00
TAYLOR WILKINS, Sheriff
BY [Signature] DEPUTY SHERIFF

FILED

JAN 14 1966

ALICE J. DUFFY, CLERK
JAN 14 1966, REGISTER

R. Lacey Smith

First National Bank
Mobile Alabama

No.

90 Days

Mobile, Ala.,

June 22 1965

AFTER DATE, WITHOUT GRACE

PROMISE TO PAY TO THE ORDER OF

The First National Bank of Mobile, Mobile, Alabama

\$500.00

DOLLARS

Five hundred + 00/100
With Interest

For Value Received, PAYABLE at the FIRST NATIONAL BANK, Mobile, Alabama.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each, for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated hereon, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, 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 the 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.

LAVERN C. COX

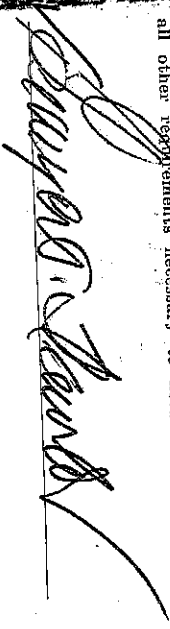
(SEAL)

(SEAL)

Due

Address

The undersigned endorses each for himself hereby
rally agrees: (a) to pay this note; (b) to pay interest
on at the rate of eight per centum per annum, unless
otherwise expressly stipulated hereon, and that such interest
may be collected by the payee or owner of the note dis-
counting the same, or, if the note shows on its face that it
bears interest, by the owner thereof collecting the interest
at its maturity; (c) that, in all events, this note, from the
date of its maturity, shall bear interest at the rate of eight
per centum per annum until paid. Each of said parties
waives, as to this debt, all right of exemption under the
constitution and laws of Alabama, or any other State, and
they each severally agree to pay, all costs of collecting or
securing, or attempting to collect or secure, this note, includ-
ing a reasonable attorney's fee, whether the same be col-
lected or secured by suit or otherwise, and the 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.



PAY TO THE ORDER OF

GEORGE T. FOWLER

WITHOUT RECOURSE ON US.

FIRST NATIONAL BANK MOBILE, ALA.

BY: 

ceo

P.O. DRAWER A-J

RICHARD C. LACEY

TELEPHONE 928-2373

Attorney at Law

FAIRHOPE, ALABAMA

January 12, 1966

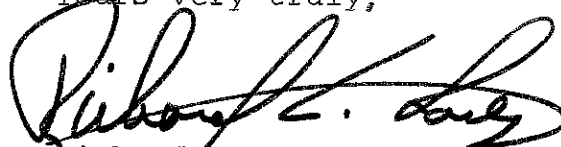
Mrs. Alice J. Duck
Clerk of the Circuit Court
Bay Minette, Alabama

RE: Fowler Vs. Cox

Dear Mrs. Duck:

Enclosed is Summons and Complaint in subject cause. Please
file and have served.

Yours very truly,



Richard C. Lacey

Encl.

RCL:W