

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon George Banks and Maggie Banks, husband and wife, 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 Tolbert M. Brantley and Harry J. Wilters, Jr. d/b/a Wilters & Brantley.

Witness my hand, this 10 day of February, 1966.

Alice J. Duck  
Clerk

TOLBERT M. BRANTLEY and  
HARRY J. WILTERS, JR.,  
d/b/a WILTERS & BRANTLEY,

Plaintiff,

Vs.

GEORGE BANKS and  
MAGGIE BANKS,

Defendant.

X  
X  
X  
X  
X  
X  
X  
1.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

720-6866

The Plaintiffs claim of the Defendants TWO HUNDRED FIFTY and 00/100 (\$250.00) DOLLARS, together with interest thereon at the rate of 8% per annum, due by promissory note, made by them on the 3rd day of September, 1963. By the provisions of the said note, this entire note became due and payable on the 3rd day of September, 1964. That said indebtedness was not paid when due and has not been paid to date.

Plaintiffs aver further that by the terms of said note, the Defendants agreed to pay a reasonable attorneys' fee for the collection of this note and your Petitioners aver that \$50.00 is a reasonable attorneys' fee for collection of the same.

FILED

FEB 10 1966

ALICE J. DUCK, CLERK  
REGISTER

WILTERS & BRANTLEY

BY:

Tolbert M. Brantley  
Attorney for the Plaintiffs

77

Executed  
2-12-67  
Raymond Wilters by Tolbert M. Brantley

no. 686 B

Robert M. Brantley  
et al

VS

George Brantley  
Maggie Brantley

Received 10 day of July 1906  
and on 12 day of July 1906  
I served a copy of the writ on  
George Brantley  
Maggie Brantley  
By service on them

TAYLOR WILKINS, Sheriff  
By Roy Randall  
Belmont

Sherriff claim 100  
Ten Cents per mile Total \$10.88  
TAYLOR WILKINS, Sheriff  
By Roy Randall  
DEPUTY SHERIFF

within 6 months

\$250.00

Bay Minette, Ala., September 3, 1963

On the 3rd day of September, 1964, after date without grace, we promise to pay to the firm of Wilters & Brantley, Attorneys at Law, Two hundred fifty and 00/100 Dollars, for value received, in lawful money of the United States of America at its present value, with interest thereon from date at the rate of 6 per cent per annum until paid.

Payable at the office of Wilters & Brantley, Bay Minette, Alabama. The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, as to personal property, 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 and they agree that time of payment may be extended without notice to them of such extension. The office at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness our hands and seals on this the day and year first above written.

George Barker (SEAL)

Maggie Barker "X" (SEAL)

Attest: Jane B. Hedge

Attest: \_\_\_\_\_