

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Joe Rutherford 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 same, then and there to answer the Complaint of William E. Kirby.

Witness my hand this 2nd day of March, 1966.

Alice J. Over
Clerk

WILLIAM E. KIRBY,

X

Plaintiff,

X

IN THE CIRCUIT COURT OF

vs.

X

BALDWIN COUNTY, ALABAMA

JOE RUTHERFORD,

X

AT LAW

NO. 6882

Defendant.

X

COUNT ONE

The Plaintiff claims of the Defendant the sum of Seven Hundred Twenty Dollars (\$720.00), balance due by Promissory Note made by the Defendant on, to-wit: July 31, 1965, and payable at the rate of Fifty Dollars (\$50.00) per month together with interest at eight percent (8%) after date, beginning August 31, 1965, which said note was payable to the order of the First National Bank of Atmore, Alabama, and was negotiated and assigned to the Plaintiff herein in writing by the said First National Bank of Atmore, Alabama, for which a valuable consideration has

been paid.

The Plaintiff further alleges that in said note and as a part of the consideration thereof, the Defendant waived all rights of exemption under the Constitution and Laws of the State of Alabama and agreed to pay all costs of collecting or securing or attempting to collect or secure said note including a reasonable attorney's fee which said attorney's fee the Plaintiff alleges to be \$144.00, which further sum the Plaintiff claims of the Defendant.

COUNT TWO

The Plaintiff claims of the Defendant Two Hundred Seventeen Dollars and Twenty-nine cents (\$217.29), due from him by account on the 23rd day of July, 1965, which sum of money, with the interest thereon, is still unpaid.

CHASON, STONE & CHASON

By: _____

John Earle Chason

FILED

ALABAMA
CLERK
REGISTER

EX-3-22-66

6887

Filed
22 day of March 1966
[secured a copy of the within doc
on Joe Rutherford

WILLIAM E. KIRBY,
Plaintiff,

vs.

JOE RUTHERFORD,
Little River, Ala.
Defendant.

by service on
TAYLOR WILKINS, Sheriff
By W. C. Folbert
Folbert

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff
By W. C. Folbert
DEPUTY SHERIFF

SUMMONS AND COMPLAINT

FILED
MAR 7 1966
ALICE J. BERRY, CLERK
BAY MINETTE, ALABAMA

CHASON, STONE & CHASON
ATTORNEYS AT LAW
P. O. Box 120
BAY MINETTE, ALABAMA

STATE OF ALABAMA

ESCAMBIA COUNTY

Before me, the undersigned authority, personally appeared William E. Kirby, who is known to me and who after being by me first duly and legally sworn, did depose and say under oath as follows:

My name is William E. Kirby and I own and operate a grocery business under the name of Kirby's grocery. The attached itemized account is true and correct after allowing all just credits and setoffs.

William E. Kirby

Sworn to and subscribed before me

on this the 30th day of May, 1966.

194

Ann L. Murph
Notary Public, Escambia County, Alabama

2 tonized account for Mr. J. J.
 Rutherford at Killybegs -
 Mc Loughlin, also.
 William E. Gidley - owner & operate

note # 8148 first notional	
Rock, stone, also.	700. ⁰⁰
Entered on said note for	
one year at 8%	56.00
2-21-65 - Gro - Soc - oil - egg	9.38
2-21-65 Bal on Gro - Soc - oil - egg	81.11
2-21-65 - Gro - oil - Soc	7.77
2-22-65 - Gro	2.17
2-22-65 - Gro - Soc - oil	7.20
2-23-65 - Gro - egg	1.44
2-24-65 - Gro - egg	4.51
2-25-65 - Gro - Soc	3.85
2-26-65 - Gro - oil - egg	6.70
2-26-65 - Gro - egg	3.13
2-26-65 - Soc - & oil	4.70
2-27-65 - Soc	4.60
2-28-65 - Soc - oil - Gro	8.07
3-1-65 - Gro	9.40
3-2-65 - Gro -	4.14
3-2-65 - Soc - egg - Gro	4.54
3-3-65 - oil	10.00
3-3-65 Gro - egg	4.16
Bal. Forward =	\$923.90

3-4-65-	Disc	.92
3-4-65-	Disc + cig	5.51
3-7-65-	Don - S. plugs - Don	6.22
3-8-65	Disc	1.42
3-11-65-	Disc + cig	1.17
3-11-65	Disc	1.92
3-13-65-	Disc	.67
3-15-65-	- cig -	.66
3-16-65-	Disc	3.26
3-23-65-	Disc	1.47
4-28-65-	Doni -	2.28
4-1-65-	Box Bert	.75
4-1-65	Disc + cig	3.41
5-21-65	cats	.83
6-30-65	Box Bert	.35
7-13-65	Pink & Shute	10.95
7-21-65-	Don	3.00
7-21-65-	Don	3.00
7-23-65-	Don	2.00

Total on \$977.29
5-30-66

William E. Givley
Mc Culbough, Colo.

973.291
2.00
3.00
3.00
10.95
3.55
3.83
3.41
3.35
2.28
1.47
3.26
1.66
1.67
1.92
1.17
1.42
6.22
5.51
1.92

923.908
4.16
1.00
4.54
4.14
9.43
8.07
4.60
4.70
3.13
6.70
3.95
4.51
1.44
7.20
2.17
7.77
8.11
9.38
56.00
700.00

1.001

MOORE PRINTING COMPANY

COMMERCIAL PRINTING

Office Supplies——Legal Forms
TELEPHONE 937-7171 P. O. BOX 36

Bay Minette, Alabama

Wednesday

Count One

Pr. w.	\$695.00
Int.	50.93
Atty Fee @ 5%	110.00
	<u>\$855.93</u>

Count Two 217.29

\$1,073.22

Orig note \$1/9/65:WEK/JRutherford

DUE 19

~~\$695.00~~

\$50. per mo.

AFTER DATE. WITHOUT GRACE

ATMORE, ALA.

July 31

65

I

PROMISE TO PAY TO THE ORDER OF

THE FIRST NATIONAL BANK, of Atmore, Alabama

==Six Hundred Ninety Five and n/o00==

Dollars

FOR VALUE RECEIVED. WITH INTEREST AT 8 PER CENT AFTER

Date

PAYABLE AT THE FIRST NATIONAL BANK OF ATMORE, ALA.

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 right 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 from time to time without notice to them of such extensions. The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt any funds in said bank belonging to maker, surety, endorser, guarantor or any one of them.

ATTEST:

[Signature]

8149

[Signature]

(L. S.)

[Signature]

(L. S.)

End:

Joe Rutherford, McCulough, Alabama

(L. S.)

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all cost of collecting this note after failure to pay when same becomes due under the terms thereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect or in securing or attempting to secure this debt. Each and every endorser of this note hereby waives demand, protest and notice of protest and all requirements necessary to hold them as endorsers.

10-9-65	Aug + 695.00 By Kirby
	Sept. 100.00
	<u>595.00</u>
11-19-65	0-Nov. 100.00
	<u>495.00</u>
1-29-66	10-Jan. 100.00
	<u>395.00</u>
2-15-66	<u>395.00</u>
	<u>-0-</u>

=====

For Value received we hereby transfer and convey to W.E. Kirby, without recourse

First National Bank

John Kanawh. Jr.

by: Vice Pres. & Cashier

February 28, 1966