

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 6900

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Eugene Milstead

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, State of Alabama, at Bay Minette, against.....

Eugene Milstead
....., Defendant.....

by Alabama Baldwin Corporation, a Corporation

....., Plaintiff.....

Witness my hand this 17th day of March 1966

Alice J. Week Clerk

ALABAMA BALDWIN CORPORATION,
A corporation,

Plaintiff,

vs.

EUGENE MILSTEAD,

Defendant.

X

X

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

6900

Plaintiff claims of the Defendant One Thousand, Three Hundred and Sixty-eight Dollars and Seventy-five Cents (\$1,368.75) due by Promissory Note made by him on the 19th day of October, 1965 and payable on the 19th day of November, 1965 with interest thereon at the rate of Six and one-half (6 1/2%) percent.

The Plaintiff avers that in, by and as a part of said note the Defendant agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, including a reasonable attorneys fee whether the same be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendant the further and additional sum of Two Hundred Dollars (\$200.00) as such reasonable attorneys' fee.

The Plaintiff further avers that in, by and as a part of said note the Defendant waives as to this debt or any renewal thereof, all rights to exemption under the Constitution and Laws of Alabama as to personal property, and the Plaintiff claims the benefit of such waiver.

CHASON, STONE & CHASON

By

John Earle Chason
Attorneys for Plaintiff

FILED

MAR 17 1966

APR 1 1966
CLERK
REGISTER

Executed 3-19-66

Supervisor - Sher

by W. A. - Robert

Case No. 6908

Received 18 day of March 1966
and on 19 day of March 1966
I so copy of the within of to
on Eugene Milstead

By service on

TAYLOR WILKINS, Sheriff
By W. A. Zolner D. S.
omr

ALABAMA BALDWIN CORPORATION,
A corporation,

Plaintiff,

vs.

EUGENE MILSTEAD,
Piedmont, Ala.
Defendant.

* * * * *

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

* * * * *

COMPLAINT ON NOTE

* * * * *

FILED
MAR 17 1966
JAMES L. HARRIS, CLERK
BAY MINETTE, ALABAMA

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

ALABAMA BALDWIN CORPORATION,	X	
A corporation,		
	X	
Plaintiff,		IN THE CIRCUIT COURT OF
	X	
vs.		BALDWIN COUNTY, ALABAMA
	X	
		LAW SIDE
EUGENE MILSTEAD,	X	
		No. 6900
Defendant.	X	
	X	

DEMURRER

Comes the Defendant in the above styled cause and demurs to the complaint filed in said cause and assigns the following separate and several grounds, viz:

1. That said complaint does not state a cause of action.
2. Count One of said complaint fails to allege if the amount claimed is a balance due.
3. Count One of said complaint fails to allege the original amount of said note.
4. Count One of said complaint fails to allege to whom the said note is payable.

Mary Thompson White
Attorney for Defendant

The Defendant demands a trial of this cause by jury.

Mary Thompson White
Attorney for Defendant

FILED

APR 22 1966

ALICE J. DUCK, CLERK
REGISTER

1
FIRST NATIONAL BANK
MOBILE ALABAMA

No. _____

Loxley
Mobile, Ala., *October 19* 19*65*

30 AFTER DATE, WITHOUT GRACE *I* PROMISE TO PAY TO THE ORDER OF
Alabama Baldwin Corporation \$ *1,368.75*
One Thousand Three Hundred Fifty-eight & 75/100 DOLLARS

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.

Eugene Mistick (SEAL)

(SEAL)

6 1/2 % interest
Address *Pensacola, Alabama*