

6919

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 Jake Woods 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 Billy F. Walker and State Farm Mutual Automobile Insurance Company.

Witness my hand this 29 day of March, 1966.

Alice J. Welch  
Clerk

EX-11-1-66

BILLY F. WALKER and STATE FARM X  
 MUTUAL AUTOMOBILE INSURANCE X  
 COMPANY, X  
 Plaintiffs, X  
 vs. X  
 JAKE WOODS, X  
 Defendant. X

IN THE CIRCUIT COURT OF  
 BALDWIN COUNTY, ALABAMA  
 LAW SIDE

The Plaintiffs claim of the Defendant Two Hundred Twenty-eight Dollars and Forty-six cents (\$228.46) due by promissory note made by him on the 30th day of June, 1965, and payable in installments of Twenty-five Dollars (\$25.00) monthly, the first installment being due and payable on July 15, 1965, with interest thereon. Such note provides that upon the failure to pay any payment on the due date the entire note shall become due and payable and the Plaintiff alleges that there was a failure to pay such installments as provided in said note.

The Plaintiffs aver that in, by and as a part of said note, the Defendant agreed to pay all costs of collection or attempting to collect said note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise and the Plaintiffs further claim of the Defendant the further and additional sum of Seventy-five Dollars (\$75.00) as such reasonable attorney's fee.

The Plaintiffs further aver that in, by and as a part of said note the Defendant waived as to this debt all rights of exemption under the Constitution and law of Alabama, or any other state, and of this waiver the Plaintiffs now claim the benefit.

*notes address*  
*Bay Minette*  
*Hurricane Route*

*Jason Stone & Jason*  
 Attorneys for Plaintiffs

FILED

MAR 20 1966

MADE I. BUCK, CLERK

710 6919

BILLY F. WALKER and STATE FARM  
MUTUAL AUTOMOBILE INSURANCE  
COMPANY,

Plaintiffs,

vs.

JAKE WOODS,

Defendant.

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SUMMONS AND COMPLAINT

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Received 30 day of March 1966  
at on 1 day of April 1966  
and a copy of the within by  
*Jake Woods*

TAYLOR WILKINS, Sheriff  
By *W. A. Tolbert*  
*D-Will*

Sherriff election 4  
Ten Counties for the year 4.0  
BY *W. A. Tolbert*  
DEPUTY SHERIFF

*Chas. E. Stone*

PROMISSORY NOTE

STATE OF : Alabama

DATE: 6-30-65

COUNTY OF: Jefferson

PLACE: Birmingham

AFTER DATE, I PROMISE TO PAY TO THE ORDER  
OF Billy F. Walker and State Farm Mutual Automobile Insurance Company

THE AMOUNT OF \$303.46

AT THE monthly rate of \$25.00, the first payment being due on July 15th, 1965  
and being payable thereafter at regular monthly intervals until the full  
amount of \$303.46 is paid in full.

The parties to this instrument, whether maker, endorser, surety or guarantor, each, for himself, severally agrees to pay this note. Each of said parties waives as to this debt, all rights of exemption under the Constitution and Law of Alabama, or any other State, and that each severally agrees to pay all cost of collection for secured, or attempting to collect or secure, this note, including a reasonable attorney fee, whether the same be collectible or secured by suit or otherwise, and the maker, endorser, surety or guarantor of this note severally waives demand, presentation, protest, notice of protest, suit, and all other requirements necessary to hold them and upon failure to pay any payment on due date the entire note shall become due and payable upon demand.

*Jake Woods*  
Jake Woods