

364

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 George E. Fuller 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 Reconstruction Finance Corporation, a Corporation.

Witness my hand this 8th day of June, 1937.

R. S. Duea -
Clerk.

COMPLAINT.

RECONSTRUCTION FINANCE COR-
PORATION, a Corporation,

Plaintiff,

-vs-

GEORGE E. FULLER,

Defendant.

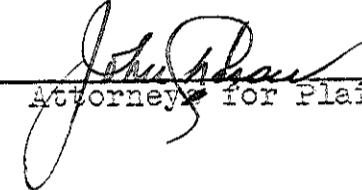
IN THE CIRCUIT COURT--LAW SIDE
STATE OF ALABAMA
BALDWIN COUNTY.

COUNT 1: The Plaintiff claims of the Defendant Six Hundred Fifty Dollars (\$650.00) due by Promissory Note made by him on, to-wit, September 16th, 1931, and payable on, to-wit, ninety days after date, made by him to the State Bank of Silverhill, Alabama, with interest thereon, and Plaintiff avers that it is the owner in due course of the aforesaid Note by having acquired the same for value, and Plaintiff further avers that said Note stipulates a waiver of exemptions as to its collection as to all personal property, and Plaintiff further avers that said Note stipulates an agreement to pay a reasonable Attorney's fee in its collection, and Plaintiff further claims Two Hundred Dollars (\$200.00) as such Attorney's fee.

COUNT 2: The Plaintiff claims of the Defendant Six Hundred Dollars (\$600.00) due by Promissory Note made by him on, to-wit, September 16th, 1931, and payable on, to-wit, ninety days

(page two)

after date, made by him to the State Bank of Silverhill, Alabama, with interest thereon, and Plaintiff avers that it is the owner in due course of the aforesaid Note by having acquired the same for value, and Plaintiff further avers that said Note stipulates a waiver of exemptions as to its collection as to all personal property, and Plaintiff further avers that said Note stipulates an agreement to pay a reasonable Attorney's fee in its collection, and Plaintiff further claims Two Hundred Dollars (\$200.00) as such Attorney's fee.



Attorney for Plaintiff.

SUMMONS & COMPLAINT.

RECONSTRUCTION FINANCE COR-
PORATION, a Corporation,

Executed this day of 193.....

By arresting the within
named Defendant

and placing him

Sheriff

D. A.

Executed July 7, 1937
by serving copy of within Summons and
Complaint on

George E. Fuller

M. H. Wilkins Sheriff
By C. N. Anderson Deputy Sheriff

Plaintiff,

-vs-

GEORGE E. FULLER,

Defendant.

IN THE CIRCUIT COURT--LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Filed June 8th, 1937

R. S. Duek
Clerk.

LAW OFFICES
HYBART & CHASON
BAY MINETTE, ALABAMA

RECONSTRUCTION FINANCE COR-
PORATION, a Corporation,

Plaintiff,

VS.

GEORGE E. FULLER,

Defendant.

} IN THE CIRCUIT COURT OF

} BALDWIN COUNTY, ALABAMA,

} AT LAW.

Comes the Defendant in the above styled cause and answering
the Plaintiff's complaint and each count thereof, separately and severally,
says:

1. That the matters therein alleged are untrue.

Rubel Lee & Peebe
Atorneys for Defendant.

Defendant demands a trial by jury of the foregoing cause.

Rubel Lee & Peebe
Atorneys for Defendant.

8-101
ANSWER:

RECONSTRUCTION FINANCE COR-
PORATION, a Corporation,

Plaintiff,

VS.

GEORGE E. FULLER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA,

AT LAW.

Signed July 30, 1937
Robert S. Bush, Clerk.

RECONSTRUCTION FINANCE CORPORATION, a Corporation,

Plaintiff,

-vs-

GEORGE E. FULLER.

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
LAW SIDE.

Now comes the Plaintiff, with leave of the Court first had, and amends its Complaint by adding Count No. 3 and Count No. 4:-

COUNT 3: Plaintiff claims of the Defendant Six Hundred Fifty Dollars (\$650.00), due by Promissory Note made by him on, to-wit, ninety days after date, made by him to the State Bank of Silverhill, Alabama, with interest thereon, and the Plaintiff avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff, and the Plaintiff further avers that in and by the terms of said Note the Defendant waived as to the collection thereof all rights of exemption to personal property.

The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay a reasonable Attorney's fee for the collection of said Note, and the Plaintiff further claims of the Defendant the further and additional sum of Two Hundred Dollars (\$200.00), as such Attorney's fee.

COUNT 4: The Plaintiff claims of the Defendant Six Hundred Dollars (\$600.00), due by Promissory Note made by him on, to-wit, September 16th, 1951, payable on, to-wit, ninety days after date, said Note being payable to the State Bank of Silverhill, Alabama, with interest thereon, and the Plaintiff avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff. The Plaintiff further avers that in and by the terms of said Note the Defendant waived all right of exemption as to personal property.

The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay a reasonable Attorney's fee in its collection, and the Plaintiff further claims of the Defendant the further and additional sum of Two Hundred Dollars (\$200.00), as such Attorney's fee.

RECONSTRUCTION FINANCE CORPORATION, a Corporation,

Plaintiff,

-vs-

GEORGE E. FULLER.

Defendant.

)
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

Now comes the Plaintiff, with leave of the Court first had, and amends its Complaint by adding Count No. 3 and Count No.

4:-

COUNT 3: Plaintiff claims of the Defendant Six Hundred Fifty Dollars (\$650.00), due by Promissory Note made by him on, to-wit, ninety days after date, made by him to the State Bank of Silverhill, Alabama, with interest thereon, and the Plaintiff avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff, and the Plaintiff further avers that in and by the terms of said Note the Defendant waived as to the collection thereof all rights of exemption to personal property.

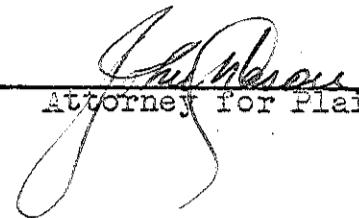
The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay a reasonable Attorney's fee for the collection of said Note, and the Plaintiff further claims of the Defendant the further and additional sum of Two Hundred Dollars (\$200.00), as such Attorney's fee.

COUNT 4: The Plaintiff claims of the Defendant Six Hundred Dollars (\$600.00), due by Promissory Note made by him on, to-wit, September 16th, 1951, payable on, to-wit, ninety days after date, said Note being payable to the State Bank of Silverhill, Alabama, with interest thereon, and the Plaintiff avers that said Note has been duly transferred or assigned to, and is now the property of, the Plaintiff. The Plaintiff further avers that in and by the terms of said Note the Defendant waived all right of exemption as to personal property.

The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay a reasonable Attorney's fee in its collection, and the Plaintiff further claims of the Defendant the further and additional sum of Two Hundred Dollars (\$200.00), as such Attorney's fee.

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Plaintiff admits a payment of One Hundred Fifty Dollars (\$150.00) on the amount due by Defendant to the Plaintiff as above set out.



Attorney for Plaintiff.

364
Duck
RECORDED *Feb. 18, 1938*

AMENDMENT TO COMPLAINT.

RECONSTRUCTION FINANCE COR-
PORATION, a Corporation,

Plaintiff,

-vs-

GEORGE E. FULLER,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

Filed February 25, 1938

R. Duck

Clerk.

RECONSTRUCTION FINANCE COR-
PORATION, a corporation,
Plaintiff,

vs.

GEORGE E. FULLER,
Defendant.

) IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

LAW SIDE.

Comes the defendant in the above styled cause, and answering plaintiff's amended complaint, states that the matters therein alleged are untrue, and demands a trial by jury.

Beebe, Hall & Beebe
Attorneys for Defendant.

RECORDED

8-191

RECONSTRUCTION FINANCE COR-
PORATION, a corporation,
Plaintiff,

vs.

GEORGE E. FULLER,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
LAW SIDE.

ANSWER TO AMENDED COMPLAINT.

Filed March 18, 1938

R. S. Dicks
Clerk.