SUMMONS & COMPLAINT

THE STATE OF ALABAMA:

IN THE CIRCUIT COURT OF BALDWIN COUNTY,

BALDWIN COUNTY:

ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA: You are hereby commanded to summon FUEL OIL SUPPLY CO., L.W. SCHNITZER, owner, 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 FHEL OID SUPPLY CO., L.W. SCHNITZER, owner, by the Betbeze Spring Service, Inc. of Mobile Alabama.

> Witness my hand this the 26 day of December, 1947.

BETBEZE SPRING SERVICE, INC. Plaintiff

vs

FUEL OIL SUPPLY CO. L.W.Schmitzer, Wwner

Defendant

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

AT LAW

COMPLAINT

COUNT ONE

The Plaintiff claims of the Defendant \$515.94, due by promissory note made by said Defendant on the 14th day of April, 1947, and payable on the 14th day of May, 1947, with interest thereon at the rate of 3% per annum from May 14th, 1947. Said note also provides for 15% for attorney's fees and waives all benefit of valuation, appraisment and homestead now in force or hereafter passes, including stay of execution and condemnation.

COUNT TWO

The Plaintiff claims of the Defendant \$10.60, due from said Defendant by account on the 10th day of December, 1947, which sum of money, with interest thereon is still unpaid.

Forest A. Christian

Foley, Alabama

Attorney for Plaintiff

The Defendant is located at Fairhope, Alabama.

There is attached hereto and made a part hereof an itemized statement of the amount of this claim, verified by the affidavit of a competent witness. Made before and certified to by a Notary Public which shows the amount owed on this claim as of December 1947.

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BETBEZE SPRING SERVICE. INC.



256 ST. LOUIS STREET

P. O. BOX 269

MOBILE 2. ALABAMA

THE STATE OF ALABAMA MOBILE COUNTY

Before me, Madeline J. Powers, a Notary Public in and for said County and State, personally appeared W. C. Betbeze, Sr. who, being by me duly sworn, deposes and says, that he is President of the firm of RETREZE SPRING SERVICE, INC.; that the annexed of the account of said firm against FUEL OIL SUPPLY CO., INC. statement of the account of said firm against FUEL OIL SUPPLY CO., INC. of Fairhope, in the State of Alabama, is just, true and correct; of Fairhope, in on said account the sum of \$10.60, after that there is now due on said account the sum of \$10.60, after deducting all credits, set-offs or counter-claims.

Sworn to and subscribed before me this 10th day of December, 1947.

My Commission Expires February 7, 1951 THE STATE OF ALABAMA:

MOBILE COUNTY:

AFFIDAVIT OF W.C. BETBEZE

W.C. Betbeze, 3r., being duly sworn, deposes and says that he is president of the Betbeze Spring Service, Inc. That on April 14, 1947, the Fuel Oil Supply, Co., L.W. Schnitzer, owner, executed a chattel mortgage note to us to secure the payment of the amount of \$515.94, which was due and payable on May 14, 1947, and that said note provides for interest at the highese lawful rate, after maturity. Said note also provides for 15% for collection and attorney's fees and waives all benefit of valuation, appraisment and homestead now in force or hereafter passes, including stay of execution and condemnation. No payments of principal or interest have been made on this note and therefore after allowing all due credits, there remains the unpaid balance of \$515.94, principal, together with interest at 8% from 14, 1947, and 15% of the total amount of principal and interest for collection expenses and attorney's fees.

Sworn to and subscribed before me on this the 19 day of December,

1947.

My commission expires:

My Commission Expires February 7, 1961 Received in Shariff's Office thi ZZday of Dec. 1947 TAYLOR WILKINS, Shariff

Copy of Sumons & Complent Jon L. W. Schritzer Jan 15-1948 owner Fred Delkins Shouff Zellie B. Stoffin II. S. SUMMONS & COMPLAINT

BETBEZE SPRING SERVICE, INC. Plaintiff

-VS-

FUEL OIL SUPPLY CO. L.W. Schnitzer, Owner Defendant

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

DEC 23 1947
ALICE J. DUCK, Clock

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

MOTION FOR JUDGMENT BY DEFAULT

BETBEZE SPRING SERVICE, INC., Plaintiff) IN THE CIRCUIT COURT OF
∀ s•	BALDM W COUNTY, ALL BAM.
FUEL OIL SUPPLY CO., L. W. Schnitzer, Owner,) AT LAW

Defendant

Comes the Plaintiff, by his attorney, and requests the Court to render a Judgment by Default in this suit, which Judgment should waive all benefits of valuation, appraisment and homestead, including stay of execution and condemnation.

Said Judgment should be in the amount of \$331.04, principal on note (the defendant having paid the total amount of \$250.00), plus \$77.93 attorney's fees as provided for in note, for a total of \$408.97.

Forest A. Opistian, Foley, Alabama Attorney for Plaintiff

MOPION FOR JUDGMENT BY DEFAULT

BETBEZE SPRING SERVICE, INC., Plaintiff

VS.

FUEL OIL SUPPLY CO.
L. W. Schmitzer, Cwner,
Defendant

IN THE CIRCUIT COURT OF

BALDVIN COUNTY, ALARAMA

AT LAW

Filed 4-12-48 Oeice J. hluck Ceurk

MOTION FOR JUDGMENT BY DEFAULT

BETBEZE SPRING SERVICE, ING., Plaintiff))	IN THE CIRCUIT COURT OF
VS.		BALDW N COUNTY, ALABAMA
FUEL OIL SUPPLY CO., L. W. Schnitzer, Owner,		AT LAW
Defendant	;	

Comes the Plaintiff by his attorney, and requests the Court to render a Judgment by Default in this suit, which Judgment should waive all benefits of valuation, appraisment and homestead, including stay of execution and condemnation.

Said Judgment should be in the amount of \$331.04, principal on note (the defendant having paid the total amount of \$250.00). plus \$77.93 attorney's fees as provided for in note, for a total of \$408.97.

Forest A. Christian, Foley, Alabama
Attorney for Plaintiff

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MOSTON FOR THEN BY DESYMME

BENDEZS SERING SERVICE, INC., Plai ntiff

.2 V

FURL OLL SUPRIX CO., L. W. Schnitzer, Owner, Defendant

IN THE CIRCUIT COURS OF

BALDW M COUNTY, ALABAMA

WALL WA

Comes the Plaintiff by his attorney, and requests the Court to render a Judgment by Default in this suit, which Judgment should waive all benefits of releation, appraisment and homestead, including stay of execution and condennation.

Said Judgment should be in the amount of \$351.04, principal on note (the defendant having paid the total amount of \$250.00), plus \$77.95 attorney's fees as provided for in note, for a total of \$408.97.

a. Christian, Foloy.

BAID WIN COUNTY, ALABAM

IN THE CIRCUIT COURT OF

DEFERRE SPRING SERVICE, INC. ;

LIOTION FOR JUXHIBME BY DEPAULE

FURL OIL SUPELY CO.,
L. W. Schnitzer, Owner,
Defondant

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/47 515.94 Date Paid	Mobile, Ala. Date. April	1 14, 1947 Ph	one. (127)
	Name Fuel Oil Supp	Ly Company	
	وتانيات	state Alabama	
The second secon	For value received, I, we promise to p	May to the order of propaga	ow Long
120 47 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	payable in installments as shown her installment, after maturity, at the h	rein, until this note is fully ighest lawful rate	00 Dollars
	This note together with interest a paid hereon for collection expenses an at the election of the holder hereof (it at maturity of any installment specific	and fifteen per cent. (15%) ond attorney's fees becomes in	of the amount appearing unamediately due and payable
D'	Ment, demand, protest and notice of r	Protest of me	rsers hereby waive present-
No the state of th	of valuation, appraisement and homest passed, including stay of execution or	end or other exemption laws	now in force or hereafter
	passed, including stay of execution as Mortgage.	id condemnation. This note	is secured by a Chattel
- // X,	Signed Fuel Out Suit	oly Co	^ *
TOTAL CONT.	Signed. A.C.	(Car owners)	(Seal)
THIS CHA.		owy	anna)
by PUE TEL MORTGAGE; made this. 14th	day of April		194.7
Animoration + Oll Supply Company	an, party of the second part, Mortgagee.		3 nneo
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