

1256

SUMMONS

THE STATE OF ALABAMA, )  
 )  
BALDWIN COUNTY. )

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to summon the PROGRESS ENGINEERING & DEVELOPMENT CORPORATION, INC., an Alabama corporation, 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 the FARMERS & MERCHANTS BANK of Foley, Alabama, a corporation.

Witness my hand this the 14<sup>th</sup> day of October, 1948.

Alvin J. Smith  
Clerk

.....

COMPLAINT

FARMERS & MERCHANTS BANK OF  
FOLEY, ALABAMA, a Corporation,

Plaintiff

vs.

PROGRESS ENGINEERING & DEVELOPMENT  
CORPORATION, INC., an Alabama  
Corporation,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The Plaintiff claims of the Defendant the sum of ONE THOUSAND EIGHT HUNDRED FORTY FIVE & 87/100 DOLLARS (\$1,845.87), which is the balance due by promissory note dated January 3, 1948, in the principal amount of \$2,000.00, due and payable on or before April 3, 1948, but which was extended to June 3, 1948, (\$154.13 having been paid on the principal on May 26, 1948, and the interest having been paid to April 3, 1948) together with interest <sup>at 6%</sup> from April 3, 1948, which sum of money is still unpaid.

And the Plaintiff avers that in said note and as a part of the consideration thereof, the Defendant waives its right to payment of this debt, all right of exemption under the Constitution and Laws of the State of Alabama, or any other state in the United States and agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff claims the sum of \$250.00, as such attorney's fee.

Forest A. Christian  
Forest A. Christian - Foley, Alabama  
Attorney for Plaintiff

There is attached hereto and made a part hereof an affidavit of a competent witness, made before and certified to by a Notary Public, which shows the amount owed on this claim on October 13, 1948.

Forest A. Christian  
The officers of this corporation are:

Rivington Stone - President, Foley, Alabama  
Max Lawrenz, - Vice-President, Foley, Alabama  
A. M. Neumann, Secretary-Treasurer, Elberta, Alabama.

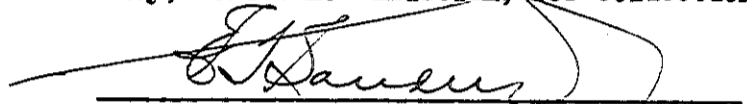
The summons may be served on any one of these officers.

AFFIDAVIT OF E. F. SANDERS


THE STATE OF ALABAMA, )  
 )  
BALDWIN COUNTY. )

E. F. SANDERS, first being duly sworn, deposes and says as follows:

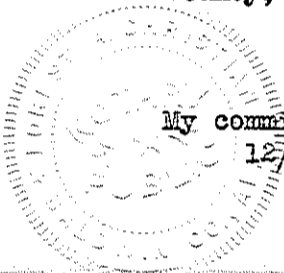
I am Executive Vice-President of the Farmers & Merchants Bank of Foley, Alabama. On January 3, 1948, the Defendant borrowed \$2,000.00 from our bank and I, personally, handled this transaction. Rivington Stone, as President, and Max Lawrenz, as Vice-President, executed, on behalf of the defendant, a note dated January 3, 1948, in the principal amount of \$2,000.00, due and payable on or before April 3, 1948, but which was extended to June 3, 1948; the sum of \$154.13 was paid on May 26, 1948, and the interest was paid to April 3, 1948. Accordingly, the balance of \$1,845.87, plus interest at 6% per annum, from April 3, 1948, remains due and is still unpaid. This note provides for waiver of exemptions under the constitution and laws of the State of Alabama, or any other state in the United States, and for reasonable attorney's fees. We have given this note to our attorney, Forest A. Christian, for collection.

  
Affiant

Sworn to and subscribed before me, a Notary Public in and for Baldwin County, Alabama, this the 13<sup>th</sup> day of October, 1948.

  
Notary Public

My commission expires:  
12/27/49

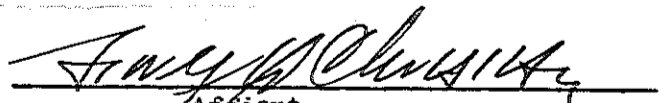


AFFIDAVIT OF FOREST A. CHRISTIAN

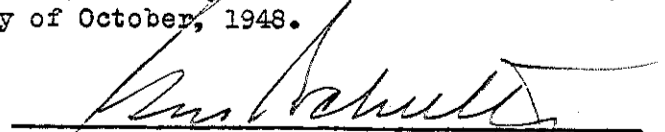
THE STATE OF ALABAMA, )  
 )  
BALDWIN COUNTY. )

Forest A. Christian, first being duly sworn, deposes and says as follows:

That he is a duly licensed attorney, practicing law at Foley, Alabama; that he knows the reasonable fee to be charged for legal services by members of the Bar of the State of Alabama, and more especially in Baldwin County, that the Farmers & Merchants Bank of Foley, Alabama, has employed him to collect a debt owed by the Progress Engineering & Development Corporation, Inc. on a promissory note, in which the Defendant agreed to pay all costs of collection, or attempting to collect said note, including a reasonable attorney's fee, whether incurred with or without suit; and that he believes that \$250.00, is a reasonable fee in this matter, according to these basis: 15% on the first \$500.00, and 10% on the balance, together with a suit fee of \$50.00, making an adjustment to \$250.00.

  
Affiant

Sworn to and subscribed before me, a Notary Public in and for Baldwin County, Alabama, this the 13<sup>th</sup> day of October, 1948.

  
Notary Public

My commission expires:

Received in Sheriff's Office  
this 15 day of Oct, 1948  
TAYLOR WILKINS, Sheriff

Executed Oct 22 19 48  
by serving copy of within Summons and  
Complaint on

Alford Newman

Taylor Wilkins Sheriff  
By H. F. Hall Deputy Sheriff

77 12 5-2  
RECORDED

SUMMONS AND COMPLAINT

FARMERS & MERCHANTS BANK OF  
FOLEY, ALABAMA, a Corporation

Plaintiff

vs.

PROGRESS ENGINEERING & DEVELOPMENT  
CORPORATION, INC., an Alabama  
Corporation,

Defendant

FILED

OCT 14 1948

Alice A. Duck, Clerk

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

LAW OFFICE OF  
FOREST A. CHRISTIAN  
FOLEY, ALABAMA