

BALDWIN COUNTY

LAW SIDE.

You are hereby commanded to summon A. Boyington 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 the same, then and there to answer the complaint of Walter W. Hoiles.

Witness my hand this 18<sup>th</sup> day of November, 1948.

Alice J. Clark  
Clerk.

Plaintiff,

VS.

Defendant.

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

COUNT ONE:

The Plaintiff claims of the Defendant Two Hundred Sixty Dollars (\$260.00) due by Promissory Note made by him on October 8, 1946, and payable forty-five (45) days after date to the State Bank of Elberta, Alabama, which said note was endorsed by the Plaintiff and after the due date thereof upon the failure of the Defendant to pay said note, the Plaintiff paid the said State Bank of Elberta, Alabama, the sum of Two Hundred Sixty Dollars (\$260.00) and said note was duly transferred and assigned to the said Plaintiff, which sum of money, together with interest thereon at the rate of eight (8) percent per annum since October 15, 1947, is still due and unpaid.

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 attorney's 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 Fifty Dollars (\$50.00) as such reasonable attorney's fee.

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

COUNT TWO:

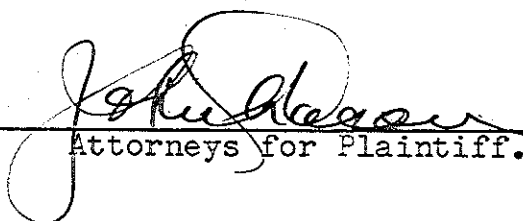
The Plaintiff claims of the Defendant Two Hundred Dollars (\$200.00) due by Promissory Note made by him on August 3, 1946, and payable thirty (30) days after date to the State Bank of Elberta, Alabama, which said note was endorsed by the Plaintiff and after the due date thereof upon the failure of the Defendant to pay said note, the Plaintiff paid the said State Bank of Elberta, Alabama the sum of Two Hundred Dollars (\$200.00) and said note was duly transferred and assigned to the said Plaintiff, which sum of money, together with interest thereon at the rate of eight (8) percent per annum since October 15, 1947, is still due and unpaid.

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 attorney's 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 Forty Dollars (\$40.00) as such reasonable attorney's fee.

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

HYBART & CHASON

BY:

  
Attorneys for Plaintiff.

Received in Sheriff's Office  
this 24 day of Nov, 1948  
TAYLOR WILKINS, Sheriff

Returned 30 day of Nov 1948  
Not found in my county after diligent search and in-  
quiry.

By Taylor Wilkins Sheriff  
Edleigh Steadham Deputy Sheriff

Executed 2-25 1949  
by serving copy of within Summons and  
Complaint on

A. Boyington

By Taylor Wilkins Sheriff  
Edleigh Steadham Deputy Sheriff

2-25  
NOV 12 70

SUMMONS AND COMPLAINT

WALTER W. HOILES,  
Plaintiff,

vs.

A. BOYINGTON,  
Defendant.

*For*

*mean defendant*

0271

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

Filed November 18, 1948.

Alice S. Leuch  
Clerk.

LAW OFFICES  
HYBART & CHASON  
BAY MINETTE, ALABAMA