

CERTIFICATE OF JUDGMENT

Printed by The Baldwin Times, Bay Minette, Ala.

THE STATE OF ALABAMA, }
Baldwin County

CIRCUIT COURT, June Term, 1949

1295

Pace Holland Co. A Corp.

Plaintiff....

Vs.

M. B. Jay

Defendant ..

I, Alice J. Duck, Clerk of the Circuit Court of Baldwin County,

Alabama, do hereby certify that on the 29th day of June, 1949,

a Judgment was rendered by said Court in the above stated cause, wherein

Pace Holland Co. A Corp.

was Plaintiff and M. B. Jay

was Defendant, in

favor of the said Plaintiff and against the said Defendant for the sum of \$153.65

DOLLARS

and for the sum of \$9.75 DOLLARS,

the costs in said suit, and that C. G. Chason

are the Attorneys of record for the Plaintiff in said cause.

Witness my hand this 1st day of July, 1949.

Alice J. Duck
Clerk, Circuit Court, Baldwin County, Alabama.

CERTIFICATE OF JUDGMENT

Pace Holland Co. A Corp.

....., Plaintiff.....

Vs.

M. B. Jay

....., Defendant.....

STATE OF ALABAMA

BALDWIN COUNTY

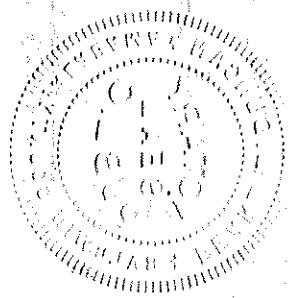
Before me, Paul L. Dineen, a Notary Public

in and for said County in said State, personally appeared C. G. Chason, who is known to me, and who after being by me first duly and legally sworn, deposes and says under oath as follows:-

That his name is C. G. Chason; that he is a practicing attorney at law in Baldwin County, Alabama; that on the 28th day of January, 1949, an action at law was commenced by the said C. G. Chason as attorney for Pace Holland Company in which said action, M. B. Jay was the defendant; that the action was based on a Promissory Waive Note which said note provided for the payment of a reasonable attorney's fee, and all costs of collecting; that as a part of the action at law, the sum of Twenty-five Dollars (\$25.00) was claimed as such reasonable attorney's fee; that based upon Commercial Law League Rates for collection and based upon the fee bills of Circuits joining the 28th Judicial Circuit, the sum of \$25.00 as claimed is a reasonable attorney's fee.

Sworn to and subscribed before me,
a Notary Public, on this the 24th
day of June, 1949.

Paul L. Dineen
Notary Public, Baldwin County
State of Alabama



FILED

JUN 27 1943

U.S. DIST. CT.

ROBERTSDALE, ALA.,

11/24 1947

\$ 775 ¹⁷/_{xx}

Six Months after date, *we* promise to pay to
 the order of ~~CENTRAL BALDWIN BANK, Robertsdale, Ala.,~~
Seven Hundred Seventy five and 17/100 Dollars

for value received with interest from maturity, at 8% per annum until paid.

Payable at **CENTRAL BALDWIN BANK, Robertsdale, Ala.**

The parties to this instrument whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, as to personal property, and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any one of them, but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof. This note shall immediately become due and payable in the event of the death, insolvency of, general assignment, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor; provided the holder notes such fact of acceleration hereon. In such event, interest shall be computed to the time of acceleration, or if interest has been prepaid, unearned interest shall be credited.

Address: _____

Robert L. Latham (Seal)

No. _____

James C. Latham (Seal)

Due _____

In consideration of One Dollar (\$1.00) received and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one, jointly and severally) hereby agree to all the provisions of the within note, and do unconditionally guarantee to Central Baldwin Bank, Robertsdale, Alabama, its successors and assigns, and every subsequent holder of said note, irrespective of the genuineness, validity, legality or enforceability thereof, or of the obligation evidenced hereby, or of any collateral thereof, and irrespective of any other circumstance or condition, that all sums stated therein to be payable shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, with 8% interest after maturity.

[illegible]

STATEMENT

PACE-HOLLAND COMPANY

WHOLESALE GROCERS

Robertsdale, Ala.,

11/29/48.

M. B. Jay

Robertsdale Alabama

Date	Charges		Date	Credits
OCT 21 1946	64.99 *		NOV 12	125.00 -
OCT 23	14.85		NOV 25	145.00 -
OCT 28	81.25		DEC 10	180.00 -
OCT 28	10.60		DEC 23	100.00 -
OCT 29	12.66		JAN 20 1947	70.00 -
NOV 4	52.01		NOV 10 1947	10.00 -
NOV 9	66.46			
NOV 25	112.54			
NOV 25	105.08			
NOV 25	73.17			
NOV 30	23.92			
DEC 9	54.42			
DEC 23 1946	86.70			

128.65 *

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summons M. B. Jay to appear within thirty (30) 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 Pace Holland Company, a corporation.

1-28-49

W. J. Smith
Clerk

- COMPLAINT -

PACE HOLLAND COMPANY, a
corporation,

Plaintiff,

-VS-

M. B. JAY,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

COUNT I

The plaintiff claims of the defendant One Hundred Twenty Dollars (\$120.00) due by Promissory Note made by him on the 25th day of October, 1947, and payable Ten Dollars (\$10.00) every two (2) weeks after date until paid.

The plaintiff avers that in and by the terms of said note the defendant waived as to this debt all right of exemption under the Constitution and Laws of Alabama, and of this waiver the plaintiff now claims the benefit.

The plaintiff further avers that in and by the terms of said note the defendant agreed to pay the cost of collecting or securing or attempting to collect or secure said note, including a reasonable attorney's fee, and the plaintiff further claims of defendant the further and additional sum of Twenty-five Dollars (\$25.) as such reasonable attorney's fee.

COUNT II

The plaintiff claims of the defendant Eight & 65/100 Dollars (\$8.65) due from him for merchandise, goods and chattels sold by the plaintiff to the defendant in December of 1946, which sum of money with the interest thereon is still unpaid.

701295-

Received in Sheriff's Office
this 28 day of Jan., 1949
TAYLOR WILKINS, Sheriff

Executed 2-9-49
By serving copy of the
Within on M. B. Jay
Taylor Wilkins Sheriff
H. F. Hall P.S.

SUMMONS AND COMPLAINT

PACE HOLLAND COMPANY, a
corporation,

Plaintiff,

-VS-

M. B. JAY,

Defendant.

Rodale

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

FILED

JAN 28 1949

ALICE J. DUCK, Clerk

CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA

Mrs. Jay resides at
Robert Rodale.

1295