

FAIRHOPE HARDWARE &  
SUPPLY CO., INC., a corporation,  
Plaintiff

-vs-

C. L. STEPHENS,

Defendant

NO. 1602

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
E Q U I T Y

C O M P L A I N T

The plaintiff claims of the defendant the sum of Two Hundred Sixty-eight and no/100 Dollars (\$268.00) due by promissory note made by him on the 17th of July, 1950, and payable monthly at the rate of Twelve and no/100 Dollars (\$12.00) per month commencing on the 5th day of August, 1950, and a similar payment to be made on the fifth of each month following until paid in full, with interest thereon of six per cent (6%) per annum.

Plaintiff further avers that by the terms of said note of the defendant, the defendant did waive all rights of exemptions or personal property as against any process that might issue for the collection thereof and further agreed to pay a reasonable attorney's fee if same be placed in the hands of an attorney for collection, which fee plaintiff now claims in the additional sum of Forty Dollars (\$40.00).

RICKARBY & RICKARBY

By   
E. G. Rickarby, Jr.,  
Attorneys for Plaintiff

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. ....

..... TERM, 19 .....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon C. L. STEPHENS

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 C. L. STEPHENS

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

by FAIRHOPE HARDWARE & SUPPLY CO., INC., a corporation

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

Witness my hand this 19th day of January 1951

W. J. Duck, Clerk

Original RECORDED

No. 1602 Page       

**THE STATE OF ALABAMA**  
**BALDWIN COUNTY**  
**CIRCUIT COURT**

FAIRHOPE HARDWARE & SUPPLY  
CO., INC., a corporation  
Plaintiffs

vs.

C. L. STEPHENS  
Defendants

**SUMMONS and COMPLAINT**

Filed FILED, 19       

JAN 19 1951

ALICE J. DUCK, Clerk, Clerk

RICKARBY & RICKARBY  
Plaintiff's Attorney

        
Defendant's Attorney

Defendant lives at

Fairhope, Ala.

RECEIVED IN OFFICE

Jan. 19, 1951  
Taylor Wilkins, Sheriff  
I have executed this summons

this 1-24, 1951  
by leaving a copy with

C L Stephens

Taylor Wilkins, Sheriff  
Elleigh Steadman, Deputy Sheriff

## LAW OFFICES

## RICKARBY &amp; RICKARBY

ELLIOTT G. RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

1 March 1951

Mrs. Alice J. Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

NO. 1602 FAIRHOPE HARDWARE, et al -vs- C. L. STEPHENS:

Please have Judge Mashburn enter judgment by default on this case and hand you the original promissory note, affidavit of attorney's fees verified by E. A. Cramer, Esq., and request the judgment be with waiver of exemptions.

Principal	\$ 268.00
Interest from	
7/17/50 to 3/1/51 at 6%	<u>8.48</u>
	276.48

Attorney's fee	<u>41.47</u>
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Judgment with waiver of exemp.	\$ 317.95
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We will appreciate your usual prompt handling. Thank you.

Yours very truly,

for   
RICKARBY & RICKARBY

EGR

M

CC: Fairhope Hardware & Supply Co.

798

Enc. 2

268

268

3

804

1,24

268

4

18,72

STATE OF ALABAMA  
COUNTY OF BALDWIN

Before me, the undersigned Notary Public, personally appeared E. A. CRAMER, who, after being duly sworn, deposes and says that he is an attorney-at-law and practices in Baldwin County, Alabama, and that a fee of fifteen per cent (15%), or \$41.47, is a reasonable fee for the attorney for the plaintiff on a suit on a promissory note where the amount claimed is \$268.00.

Done this the 10<sup>th</sup> day of March, 1951.

E. A. Cramer

AFFIANT

Subscribed and sworn to before me  
on this the 10<sup>th</sup> day of March,  
1951.

Ellis B. Riney

Notary Public, Baldwin County, Alabama



LAW OFFICES  
RICKARBY & RICKARBY  
FAIRHOPE, ALABAMA

15 January 1951

Honorable Taylor Wilkins  
Sheriff of Baldwin County  
Bay Minette, Alabama

Dear Taylor:

With this Mrs. Duck is handing you summons and complaint against Mr. C. L. Stephens. This is the Judge Stephens who was in Daphne, who now has moved to Fairhope. If you cannot find him, his son, Ray, works at the Bank and will tell you where he is.

Please let me know when this is served.

Yours very truly,

for  
RICKARBY & RICKARBY

EGR, JR.:M

CC: Mrs. Duck

CC: Fairhope Hardware & Supply Co., Inc.

798

LAW OFFICES

RICKARBY & RICKARBY

ELLIOTT G. RICKARBY

FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.


15 January 1951

Mrs. Alice J. Duck  
Clerk of the Circuit Court  
Bay Minette, Alabama

Dear Mrs. Duck:

With this we are handing you summons and complaint in the case of Fairhope Hardware & Supply Co. versus C. L. Stephens. Please have this processed and send it to the Sheriff with the enclosed letter.

Yours very truly,

  
for  
RICKARBY & RICKARBY

EGR, JR.:M

Enc.

CC: Fairhope Hardware & Supply Co., Inc.  
798



1602

Fairhope Hardware  
& Supply Co., Inc. a corp

vs.

C. L. Stephens

Provisional Note

Filed 1-19-51

Rockledge

1602

RECORDED & INDEXED

RECORDED & INDEXED

RECORDED & INDEXED

RECORDED & INDEXED

RECORDED & INDEXED

# BANK OF FAIRHOPE

\$ 268.00

FAIRHOPE, ALA.

17 July

19 50

As scheduled

after date, without grace, I or We promise to pay to the

order of ~~THE BANK OF FAIRHOPE~~ FAIRHOPE HARDWARE & SUPPLY COMPANY, Inc.

Two Hundred Seventy-eight and no/100

-v-v-

DOLLARS

For value received. Payable at ~~THE BANK OF FAIRHOPE~~ Fairhope, Alabama, with interest at six per cent (6%)

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or 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 suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. 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 in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness my hand and seal this, the 17th day of July, 19 50.

ATTEST

1349

C. L. Stephens

(Seal)

Stephens

(Seal)

MAKER

ADDRESS

The undersigned endorsers assume  
the contract shown by the face of  
this note.

The undersigned contract shall be payable monthly at the rate of Twelve and no/100 Dollars (\$12.00), with interest at six per cent (6%), payment to be credited first on interest to date and then on the principal, first payment to be made on the fifth day of August, 1950, and a similar payment to be made on the fifth of each month following until paid in full.

[illegible]