

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 Deep Well Drilling Co.

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 _____

Deep Well Drilling Co., Defendant

by B. W. Bates

_____, Plaintiff

Witness my hand this 6th day of Oct 1942

W. J. Luck, Clerk

No. _____ Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

B. W. Bates

Plaintiffs

vs.

Deep Well Drilling Co

Defendants

SUMMONS and COMPLAINT

Filed *12-6*, 19 *49*

W. J. ... Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

19 _____

, Sheriff

I have executed this summons

this _____, 19 _____
by leaving a copy with

Sheriff

Deputy Sheriff

THE FIRST NATIONAL BANK
UNION SPRINGS, ALABAMA

\$ 250.00

ON OR BEFORE THE 29 DAY OF March, 1949, UNION SPRINGS, ALA., January 29, 1949, THE UNDERSIGNED PROMISE(S) TO PAY TO THE ORDER OF

THE FIRST NATIONAL BANK OF UNION SPRINGS

Two Hundred Fifty and no 1/1000 DOLLARS

With interest from date at the rate of eight per cent. per annum and after maturity at the rate of eight per cent. per annum until paid.

FOR VALUE RECEIVED, PAYABLE AT THE FIRST NATIONAL BANK OF UNION SPRINGS

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 right of exemption under the Constitution and Laws of the State 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 debt or any renewal or extension thereof, any funds in said Bank belonging to the maker, surety, endorser, guarantor or any one of them.

It is expressly understood and agreed that if this note or any part of it is not paid when due, then all other obligations then owing by the makers or endorsers of this note to the payee herein, whether evidenced by notes or not, shall become due and payable at once. The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter, interest at the rate of eight per cent. per annum until paid.

NO. _____

DUE _____

ADDRESS Franklin Lane
Secretary

DEEP WELLS DRILLING CO (SEAL)

Per W. M. Boswell (SEAL)

president (SEAL)

1414

B. W. BATES,
PLAINTIFF

VS

DEEPWELLS DRILLING CO., A
CORPORATION,

DEFENDANT

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

The plaintiff claims of the defendant the sum of One Hundred Fifty (\$150.00) Dollars, balance due by promissory note, made by the defendant on January 29, 1949, and payable to the First National Bank of Union Springs on March 29, 1949, and which note the said First National Bank of Union Springs, sold to the plaintiff, for value, before maturity, with interest from January 29, 1949, at the rate of 8% per annum.

The plaintiff alleges that in and by the said note the said defendant, as maker, waived, as to the ~~evidenced~~ ^{debt} evidenced thereby, any right, all right of exemptions under the Constitution and Laws of the State of Alabama, or of any other State, as to personal property, and the plaintiff claims the benefit of such waiver.

The plaintiff further alleges that the said defendant, as maker of said note, in and by the same, waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold him, and agreed the time of payment might be extended without notice to him.

And the plaintiff further alleges that the said defendant, as maker of said note, in and by the same, agreed to pay all cost of collecting, or securing, or attempting to collect or secure the said note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the plaintiff claims the further and additional sum of \$50.00 as a reasonable attorney's fee in the premises.

W. C. Beebe
Attorney for Plaintiff.

Received in Sheriff's Office
this 6 day of Oct., 1949
TAYLOR WILKINS, Sheriff

executed 11-15-49
By serving copy of the
within on
W. M. Boswell
Deep Well Drilling Co a
corp.
Taylor Wilkins Sheriff
147 Hall P.O.

1001414
B. W. Bates RECORDED
Plaintiff

vs

Deep Wells Drilling Co, a
Corporation,
Defendant

Complaint

Filed October 6, 1949
Alice J. Neuch
Register

W. C. BEEBE
LAWYER
BAY MINETTE, ALA.

1414 RECORDED

D E M U R R E R S

B. W. BATES,

Plaintiff,

-vs-

DEEP WELLS DRILLING CO., a
corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

FILED

DEC 12 1949

CECIL G. CHASON, Clerk
ALICE J. DUCK, Attorney at Law

FOLEY, ALABAMA

1414 RECORDED

D E M U R R E R S

B. W. BATES,

Plaintiff,

-VS-

DEEP WELLS DRILLING CO., a
corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

FILED

DEC 12 1949

CECIL G. CHASON
ALICE J. DUCK, Clerk
ATTORNEY AT LAW

FOLEY, ALABAMA

1414 RECORDED

DEMURRERS

B. W. BATES,
Plaintiff,

-vs-

DEEP WELLS DRILLING CO., a
corporation,

Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED
DEC 12 1949
CECIL G. CHASON
ALICE J. DUCK, Clerk
ATTORNEY AT LAW
FOLEY, ALABAMA

Each endorser or guarantor of this note hereby waives all right of exemptions as to personal property and agrees to pay a reasonable attorney's fee for collecting or attempting to collect this debt; also waives notice of demand, and non-payment and of protest; and we agree to be bound by all of the stipulations of the within note. 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 endorsers or guarantors, or either or any of them.

pay to the order of
D. W. Bates, with out
recourse on me
what so ever

The First National
Business Agency
By ~~W. H. H. H. H. H.~~
W. H. H. H. H. H.
1884