

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*

Amie W. Welch 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

UNION SPRINGS, ALA., January 29, 1949

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

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. DOLLARS

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 extension. And it is hereby agreed that the Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this 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 _____

Frank S. Sars
Secretary

DEEP WELLS DRILLING CO

Per W. B. Sars
president

(SEAL)

(SEAL)

(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. Brownell
Deep Well Drilling Co a
corp.

Taylor Wilkins Sheriff
14 7 Hall P. 5

101414
B. W. Bates
Plaintiff

RECORDED

Us

Deep Wells Drilling Co, a
Corporation,
Defendant

Complaint

Filed October 6, 1949

W. C. Beebe
Register

W. C. BEEBE
LAWYER
BAY MINETTE, ALA.

B. W. BATES,

Plaintiff,

-vs-

DEEP WELLS DRILLING CO., a
corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

Comes the defendant in the above entitled cause and demurs to the complaint and separately and severally to each count thereof, and as grounds for demurrer assigns separately and severally the following:-

I.

The complaint is indefinite and uncertain.

II.

That said complaint contains alternate allegations.

III.

That the said complaint does not state a cause of action.

IV.

That the said complaint, as it relates to a waiver of right of exemption, is vague and indefinite.

V.

That said complaint sets out no waiver as to this debt.

VI.

For ought that appears the plaintiff has no right of collection of said instrument on which suit is filed.

VII.

For ought that appears the instrument on which suit is filed did not provide for the payment of interest.

VIII.

For ought that appears the plaintiff is not the owner of the instrument on which suit is filed.

Defendant demands a trial
by jury:

Attorney for Defendant

Attorney for Defendant

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,
Attorney at Law, Clerk

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

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

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 the
what so ever

The First National
Bank of Springfield
Mass
1884