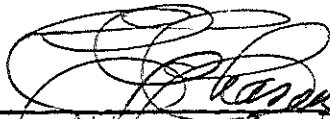


1501

STATE BANK OF ELBERTA, a ) (  
corporation, ) (  
Plaintiff, ) (  
-vs- ) (  
L. E. BROWDER, ) (  
Defendant. ) (

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

Comes the plaintiff in the above styled cause and moves for  
dismissal thereof.



Attorney for Plaintiff

15-01

RECORDED

MOTION FOR DISMISSAL

STATE BANK OF ELBERTA, a  
corporation,

Plaintiff,

-VS-

L. E. BROWDER,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

FILED  
OCT 27 1950  
ALICE J. DUCH, Clerk

STATE OF ALABAMA )  
 ) IN THE CIRCUIT COURT . . . LAW SIDE  
BALDWIN COUNTY )

TO ANY SHERIFF OF THE STATE OF ALABAMA:\*

You are hereby commanded to summons L. E. Browder 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 the State Bank of Elberta, a corporation.

WITNESS my hand this 27th day of March, 1950.

Clerk

[illegible]

- COMPLAINT -

STATE BANK OF ELBERTA, a ) ( )  
corporation, ) ( )  
 ) ( )  
Plaintiff, ) ( )  
 ) ( )  
-vs- ) ( )  
 ) ( )  
L. E. BROWDER, ) ( )  
 ) ( )  
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, to-wit, December 29, 1949, and payable on March 29, 1950, with interest at the rate of six per cent (6%) per annum from December 29, 1949.

The plaintiff avers that in and by the terms of the said note the defendant waived all right to exemption under the Constitution and Laws of Alabama or any other state as to personal property 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 all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, and the plaintiff further claims of the defendant the further and additional sum of Twenty Dollars (\$20.00) as such reasonable attorney's fee.

- COUNT II -

The plaintiff claims of the defendant One Hundred Twenty Dollars (\$120.00) due by Promissory Note made by him on, to-wit, December 29, 1949, and payable on February 27, 1950, with interest at the rate of six per cent (6%) per annum from December 29, 1949.

The plaintiff avers that in and by the terms of the said note the defendant waived all right to exemption under the Constitution and Laws of Alabama or any other state as to personal property 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 all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, and the plaintiff further claims of the defendant the further and additional sum of Twenty Dollars (\$20.00) as such reasonable attorney's fee.

  
Attorney for the Plaintiff

Defendant's address is believed  
to be Magnolia Springs, Ala.

6-16-50  
Received in Sheriff's Office  
this 27 day of May 1950  
TAYLOR WILKINS, Sheriff

RECORDED

MD 15-01

Executed June 16-1950  
By Sending Copy on

L. E. Browder

SUMMONS AND COMPLAINT

STATE BANK OF ELBERTA, a  
corporation,

Plaintiff,

--VS--

L. E. BROWDER,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
AT LAW

Filed 5-27-50  
Rene J. French  
Clerk  
CECIL G. CHASON  
ATTORNEY AT LAW  
FOLEY, ALABAMA

Sheriff  
Taylor Wilkins

By  
Edlign Steadham

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

9 October 1950

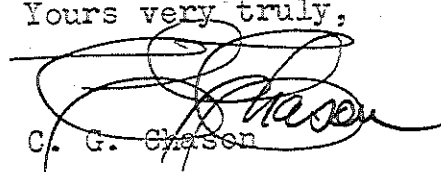
Mrs. Alice J. Duck  
Clerk of Court  
Bay Minette, Ala.

Dear Mrs. Duck:-

L. E. Browder, the defendant in the suit on the law side of the Circuit Court in which the State Bank of Elberta is the plaintiff, has requested me to furnish him a statement showing the amount due to settle this matter. I have notified him the amount due, with the exception of the court costs.

Please send to him at 2207 Chestnut, St. Louis, Missouri, a statement showing costs.

Yours very truly,

  
C. G. Chason

CGC:lu

*Done 10-10-50*

1501