

PEOPLES FERTILIZER COMPANY,
A Corporation,

Plaintiff,

vs.

LUDIE SCARBOROUGH,

Defendant.

1689
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE.

Comes the Plaintiff, through Chason & Stone, as its Attorneys of record, and moves the court to enter a judgment by default in the above styled cause and to render a judgment for the plaintiff on the Promissory Notes set out in Counts 1, 2, 3, 4, 5 and 6 in the principal sum of \$914.15; interest \$95.27; attorney's fee \$121.13 or the total \$1030.55 and on count 7 in the sum of \$318.76 principal and \$9.92 interest for a total of \$328.78, open account and as grounds for said motion says: That personal service was had on the defendant on August 7, 1951, and the defendant has failed to plead, answer or demur to such Complaint to the day of the filing of this motion.

Dated this September 17, 1951.

PEOPLES FERTILIZER COMPANY
A Corporation,

By: 
As its Attorneys.

RECEIVED
SEP 18 1951

RECORDED

FILED

SEP 18 1951

ALICE J. DUCK, Clerk

STATE OF ALABAMA

BALDWIN COUNTY

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§

IN THE CIRCUIT COURT

LAW SIDE.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Ludie Scarborough to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of the Peoples Fertilizer Company, a Corporation.

Witness my hand this 2nd day of August, 1951.

Alice J. Duck
Clerk

PEOPLES FERTILIZER COMPANY,
a Corporation,

Plaintiff,

-VS-

LUDIE SCARBOROUGH,

Defendant.

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IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

LAW SIDE.

COUNT ONE:

The Plaintiff claims of the Defendant Six Hundred Eighty-nine and 15/100 Dollars (\$689.15) due by Promissory Note made by him on, to-wit:, February 24, 1949 and payable on June 30, 1949, with interest thereon.

COUNT TWO:

The Plaintiff claims of the Defendant Forty-five Dollars (\$45.00) due by Promissory Note made by him on, to-wit:, October 31, 1950 and payable on April 1, 1951, with interest thereon.

COUNT THREE:

The Plaintiff claims of the Defendant Forty-five Dollars (\$45.00) due by Promissory Note made by him on, to-wit:, October 31, 1950 and payable on May 1, 1951 with interest thereon.

COUNT FOUR:

The Plaintiff claims of the Defendant Forty-five Dollars (\$45.00) due by Promissory Note made by him on, to-wit:, October 31, 1950 and payable on June 1, 1951 with interest thereon.

COUNT FIVE:

The Plaintiff claims of the Defendant Forty-five Dollars (\$45.00) due by Promissory Note made by him on, to-wit:, October 31, 1950 and payable on July 1, 1951 with interest thereon.

COUNT SIX:

The Plaintiff claims of the Defendant Forty-five Dollars (\$45.00) due by Promissory Note made by him on, to-wit:, October 31, 1950 and payable on August 1, 1951 with interest thereon.

The Plaintiff avers that in, by and as a part of the notes described in the foregoing counts of the Complaint the Defendant agreed to pay all costs of collection or securing or attempting to collect or secure such notes, including a reasonable attorneys fee, whether such notes be collected or secured by suit or otherwise and the Plaintiff further claims of the Defendant the further and additional sum of Two Hundred Dollars (\$200.00) as such reasonable attorneys fee.

The Plaintiff further avers that in, by and as a part of the notes described in the foregoing counts of this Complaint the Defendant waives to this debt or any renewal thereof all rights of exemption, under the laws of the State of Alabama, as to personal property and of this waiver the Plaintiff now claims the benefit.

COUNT SEVEN:

The Plaintiff further claims of the Defendant the sum of Three Hundred Eighteen and 76/100 Dollars (\$318.76) due from him by account on, to-wit:, March 8, 1951 which sum of money together with interest thereon is due and unpaid.

COUNT EIGHT:

The Plaintiff claims of the Defendant the sum of Three Hundred Eighteen and 76/100 Dollars (\$318.76) due from him by account stated between the Plaintiff and Defendant on to-wit:, March 8, 1951 which sum of money together with interest thereon is due and unpaid.


Attorneys for Plaintiff

Received in Sheriff's Office
this 2 day of Aug, 1951
TAYLOR WILKINS, Sheriff

no 1689

SUMMONS AND COMPLAINT

RECORDED

PEOPLES FERTILIZER COMPANY,
a Corporation,

Plaintiff,

-VS-

LUDIE SCARBOROUGH,

Defendant.

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

FILED: AUGUST 2nd, 1951

Alice J. Duck, Clerk

Clerk LAW OFFICES

~~HYBATT~~, CHASON & STONE

BAY MINETTE, ALABAMA

*Entered this 2-7
1951 by suing copy
on Ludie Scarborough
Taylor Wilkins, Sheriff
George Hartz D.S.*

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