	Mobile, Ala., May June 14, 1950 page
	Six Months After date, without grace I promise to pay to
	THE ORDER OF MAY SUPPLY COMPANY \$ 1,184.32
S National ILE ALABAMAL	ELEVEN HUNDRED EIGHTY FOUR AND 32/100 DOLLARS
	FOR VALUE RECEIVED, PAYABLE AT THE MERCHANTS NATIONAL BANKOSMODILE, Ala.  THE PARTIES TO THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY, OR QUARANTOR, EACH FOR HIMSELF, SEVERALLY AGREES. (A) TO PAY THIS NOTE: (B) TO PAY INTEREST THEREON THE PAYER OF THE NOTE.  THE PARTIES TO THIS INSTRUMENT, WHETHER MAKER, ENDORSER, SURETY OR QUARANTOR EACH FOR HIMSELF, SEVERALLY AGREES. (A) TO PAY THIS NOTE: (B) TO PAY INTEREST THEREON AND THAT SICH INTEREST MAY BE COLLECTED BY THE PAYER OR OWNER OF THE NOTE.
iants IV FMOBILE	AT THE RATE OF EIGHT PER CENTUM PER ANNUM. UNLESS OTHERWISE EXPRESS. IN THE OWNER THEREOF COLLECTING THE INTEREST AT ITS MATURITY. (C) THAT, IN ALL EVENTS, THIS DISCOUNTING THE SAME, OR, IS THE NOTE SHOWS ON ITS FACE THAT IT SEARS INTEREST, BY THE CONTUM PER ANNUM UNTIL PAID, EACH OF SAID PARTIES WAIVES, AS TO THIS DEBT, ALL RIGHT OF NOTE: FROM THE DATE OF ITS MATURITY. SHALL BEAR INTEREST AT THE RATE OF EIGHT PER CENTUM PER ANNUM LAGGET TO PAY ALL COSTS OF COLLECTING OR SECURING, OR ATTEMPTING TO EXEMPTING HONOUR THE CONSTITUTION AND LAWS OF ALABAMA. OR ANY OTHER STATE, AND THE PAY ALL COSTS OF COLLECTING AND THE MAKER ENDORSET, SURETY, OR
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OLIVER H. MAY, HENRY D. KINGSTON, I IN THE CIRCUIT COURT OF BAIDWIN JOSEPH R. JONES, JR., and JACOB NAYLOR, co-partners trading I COUNTY, ALABAMA. under the firm name and style of NAY SUPPLY COMPANY, I AT LAW.

Plaintiffs, I CASE NO. 1692

W. J. ETFERIDGE,

Defendant. (

New come the plaintiffs above named, by A.S. Whiting, their attorney of record, and show unto the court that, as appears by the record in this cause, the defendant was duly served with process herein on August 16, 1951; that more than thirty (30) days has since elapsed and that no pappearance nor pleas have been filed by the defendant.

AMBIREFORE, the premises considered, plaintiffs pray for a sigment by default herein in favor of the plaintiffs and against the defendant for the principal sum of \$1,184.32 and \$125.00 interest, plus a reasonable attorney's fee of \$261.86, aggregating the sum of \$1,571.18, with waiver of exemption as to personal property. The original promissory note set out and described in Count One of the complaint herein is offered in evidence and is hereto annexed and made a part hereof.

Attorney for Plaintiffs.

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### THE STATE OF ALABAMA,

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

No.

Oliver H. May, Henry D. Kingston, Joseph R. Jones, Jr. and Jacob Naylor, co-partners trading under the firm name and style of MAY SUPPLY COMPANY,

Plaintiffs.

VS.

W. J. Etheridge,

Defendant.

#### COUNT ONE.

The plaintiffs claim of the defendant the sum of One Thousand One Hundred Eighty-four Dollars and Thirty-two Cents (\$1184.32) due by the defendant to the plaintiffs by promissory note, bearing date June 14, 1950, made by the defendant payable to the order of the plaintiffs six (6) months after date thereof, which said sum, with the interest thereon, is still unpaid. And the plaintiffs aver that so far as the debt is concerned the defendant by said note waived all right of exemption of personal property under the Laws and Constitution of Alabama.

#### COUNT TWO.

The plaintiffs further claim of the defendant a reasonable attorney fee as provided by the note set out and described in Count One hereof, which the plaintiffs aver is the sum of \$261.86.

A. S. Whiting, Attorney for the Plaintiffs, Suite 708-9 Annex 1st National Bank Bldg., Mobile, Alabama.

Note: The defendant is said to reside in Bay Minette, Alabama, and to have formerly been engaged in the plumbing business.

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Oliver H. May, Henry D. Mingeton, olives A. Jones, Jr. and Joseph R. Jones, Jr. and trading Joseph Reviser, co-partners trading of nader the limit sund style of MAY 5022EX COMPANY,

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### ALMUR S. WHITING ATTORNEY AND COUNSELOR AT LAW SUITE \*\*\* ANNEX FIRST NATIONAL BANK BUILDING 708 MOBILE 6, ALABAMA

TELEPHONES: OFFICE: 2-3604 RESIDENCE: 6-6226

August 9th, 1951.

Hon. Alice J. Duck, Clerk, Circuit Court, Bay Minette, Alabama.

Dear Mrs. Duck:

Re: May Supply Company

W. J. Etheridge.

Enclosed please find complaint and copy in the above matter, on which please have summons issued to the Sheriff for service on the defendant, and oblige,

Yours truly,

enc.

W.

P. S. Please be so kind as to advise me of the date when service of process has been perfected on the defendant.

P. O. BOX 988

no 1692

may Supply Co W.J. Ethiruge

Filed 8-10-5-1

OLIVER H. MAY, HENRY D. KINGSTO	N, X	IN THE CIRCUIT COURT	OF BALDWIN	
JOSEPH R. JONES, JR., and JACOB NAYLOR, co-partners tradi	ng I	COUNTY, ALABAMA.		
under the firm name and style o	ĭ	AT LAW.	·	
Plaintiffs,	X	. **	1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	
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Defendant.	X	•		

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Attorney for Plaintiffs.

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