

RICHARD C. LACEY  
*Attorney-At-Law*  
FAIRHOPE, ALABAMA 36532

September 6, 1969

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

RE: Robertsdale Auto Parts  
vs. Edward Denk

8874

Dear Mrs. Duck:

Enclosed is subject summons and complaint. Please give this to the sheriff for his service.

Sincerely,

*Richard C. Lacey*  
RICHARD C. LACEY  
(H)

RCL/dt  
encls.

RICHARD C. LACEY  
*Attorney-At-Law*  
FAIRHOPE, ALABAMA 36532

January 27, 1970

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

RE: Milton Cline vs. Edward Denk  
Case No. 8874

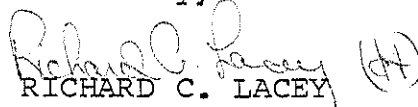
Dear Mrs. Duck:

I am enclosing the promissory note upon which subject case is based. The following is my tabulation for the amount of the judgement:

Principal Balance	364.89
Interest	120.45
Attorney Fees	<u>97.00</u>
TOTAL	582.34

If anything further is needed on this please advise.

Sincerely,

  
RICHARD C. LACEY (H)

RCL/dt  
encls.


S U M M O N S

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE  
STATE OF ALABAMA

You are hereby commanded by summon EDWARD DENK 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 the same, then and there to answer the Complaint of MILTON J. CLINE d/b/a ROBERTSDALE AUTO PARTS, Robertsdale, Alabama.

WITNESS my hand this 8 day of Sept, 1969.

  
CIRCUIT CLERK, BALDWIN COUNTY

MILTON J. CLINE,  
d/b/a ROBERTSDALE AUTO PARTS,  
Plaintiff

VS.

EDWARD DENK,

Defendant

) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 8874

)

)

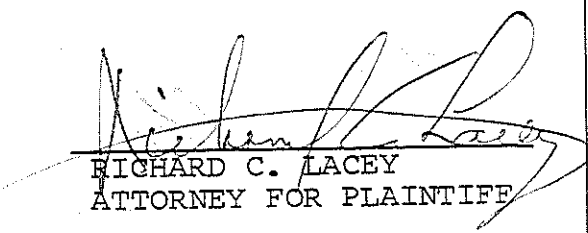
Plaintiff claims of the Defendant THREE HUNDRED SIXTY-FOUR and 89/100 DOLLARS (\$364.89), due by promissory note, made by Defendant on July 15, 1964 and payable October 15, 1964.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay interest at the rate of Six (6%) percent per annum from July 15, 1964, and Plaintiff claims of the Defendant such interest in the amount of One Hundred Nine and 45/100 Dollars (\$109.45).

Plaintiff further avers that in and by the terms of said note, the Defendant waives notice of presentment and all right of exemption under the Constitution and Laws of Alabama, or any other State, as to personal property, as to which waiver the Plaintiff now claims the benefit.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all costs of collection or securing or attempting to collect or secure said note, including

a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of ONE HUNDRED TWENTY DOLLARS (\$120.00) as such reasonable attorney's fee.

  
RICHARD C. LACEY  
ATTORNEY FOR PLAINTIFF

Defendant may be served at  
Rural Route  
Robertsdale, Alabama

**FILED**

SEP 8 1969

**ALICE J. DUCK**

CLERK  
REGISTER

8874

Milton D. Ellice d/16/6  
Robertson, L. C. 10/10/6

Edward Leach

50 miles at  
Sheriff claims  
Ten Cents per mile Total \$ 5.00  
TAYLOR WILKINS, Sheriff  
BY *Brown*  
DEPUTY SHERIFF

Received *8* day of *Sept*  
and on *11* day of *Sept*  
I served a copy of the within *1800*  
on *Edward Leach*  
By *Taylor Wilkins*  
TAYLOR WILKINS, Sheriff  
D. S.

*50 miles at*  
*14 day*  
*11-20-60*

364.89

Robertsdale,

ALA.,

July 15, 1964

Ninety (90) Days

after date without grace I promise to pay to the order of

Robertsdale Auto Parts

Three Hundred and Sixty-Four Dollars and Eighty-Nine Cents

for value received, in lawful money of the United States of America, with interest from Date

at the rate of 6% per cent per annum until paid.

Payable at Robertsdale, Ala.

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 rights of exemption under the Constitution and Laws of Alabama, 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. 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 maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any county in this State that the payee or assignee elects.

Witness My hand and seal the 15th. day of July, 1964

Witness \_\_\_\_\_

Witness \_\_\_\_\_

No. \_\_\_\_\_ Due \_\_\_\_\_

Edward H. Hark L. S.

L. S.

Each endorser, whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payment of within note, and agrees that said endorsement shall remain good and binding until said note is fully paid.

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