

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

February 4, 1970

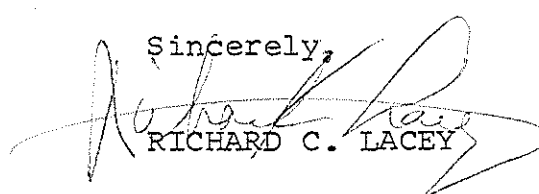
Mrs. Alice J. Duck
Circuit Clerk
Circuit Court
Bay Minette, Alabama

RE: Bon Secour Fisheries, Inc. vs. Fred Stevens
Case No. 8899

Dear Mrs. Duck:

If you will send the promissory note in subject case along with the cost bill I will see to the payment of costs and mark the judgment satisfied.

Sincerely,


RICHARD C. LACEY

RCL/dt

Done 2-5-70

RICHARD C. LACEY

Attorney-At-Law

FAIRHOPE, ALABAMA 36532

September 24, 1969

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

RE: Bon Secour Fisheries, Inc.



vs: the following:

Robert Fiala, d/b/a Trawler Blue Sea
Ralph Jay
Fred Stevens
Horace Long
David F. Parker, Jr.
Owen Tunney

Dear Mrs. Duck:

Please place the above captioned summons and complaints
before the sheriff for service. Thank you.

Sincerely,


RICHARD C. LACEY


RCL/dt
encls.

BON SECOUR FISHERIES, INCORPORATED,) IN THE CIRCUIT COURT OF
a corporation,)
Plaintiff,) BALDWIN COUNTY, ALABAMA
VS.) AT LAW
FRED STEVENS,) CASE NO. _____
Defendant)

TO ANY LAWFUL OFFICERS OF THE STATE OF ALABAMA, WITNESSETH:

You are hereby commanded to summons Fred Stevens to appear and plead, answer or demur to the complaint filed in the Circuit Court of Baldwin County at Bay Minette, Alabama on the _____ day of _____, 1969 against Fred Stevens, Defendant by Bon Secour Fisheries, Incorporated, Plaintiff.

WITNESS: my hand this 29 day of Sept, 1969.

James J. Dush
CIRCUIT CLERK

BON SECOUR FISHERIES, INCORPORATED,) IN THE CIRCUIT COURT OF
a corporation,)
Plaintiff,) BALDWIN COUNTY, ALABAMA
VS.) AT LAW
FRED STEVENS,) CASE NO. 8899
Defendant)

BILL OF COMPLAINT

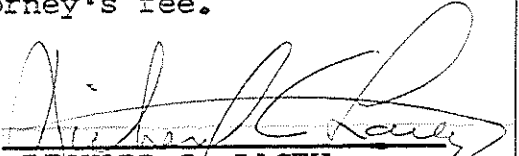
I

Plaintiff claims of the Defendant THREE HUNDRED EIGHTY-THREE and 34/100 DOLLARS (\$383.34), due from him by promissory note, made by Defendant on the 1st day of March, 1969 and payable on demand.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay interest at the rate of Eight (8%) Percent per annum from March 1, 1969 and Plaintiff claims of the Defendant such interest.

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 SEVENTY SIX and 67/100 DOLLARS (\$76.67) as such reasonable attorney's fee.


RICHARD C. LACEY
Attorney for Plaintiff

Defendant may be served at
Bon Secour, Alabama

FILED

SEP 29 1969

ALICE J. DUCK CLERK
REGISTER

No. 8899

Ben Second Fairbanks

vs.

Fred Stevens

Sherriff's mileage
miles at 80
Ton Cents per mile Total \$ 8.60
TAYLOR WILKINS, Sheriff
BY *John Wilkins* DEPUTY SHERIFF

Received 29 day of Sept 1969
and on 8 day of Oct 1969
I served a copy of the within on Fred Stevens
By service on _____

FILED

SEP 29 1969

ALICE J. DICK CLERK
REGISTER

R. Lacy

TAYLOR WILKINS, Sheriff
BY *Carole Wilkins*

Dear Judge Mashburn

Please excuse Mr. Lacey's letter of December 11 in regard to the same judgments as I inadvertantly left the promissory notes out. Thank you and please excuse the inconvenience I have caused you.

Sincerely,

Dorothy Turner (Mrs.)
Secretary

No. _____

BON SECOUR
Mobile, Alabama,

2-14

1969

I/We promise to pay to the order of

BON SECOUR FISHERIES, INC.

BON SECOUR
Mobile, Alabama

THREE HUNDRED FIFTY AND 39/100

Dollars \$ 350.39

for value received with interest at the rate of _____ per cent per annum from above date until paid.

Payable at BON SECOUR FISHERIES, INC.

BON SECOUR
Mobile, Alabama

In _____ installments of \$ 40⁰⁰ payable MONTHLY

beginning MARCH 15, 1969

after date without grace and balance of \$ _____ payable _____

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, payable monthly in advance on unpaid balance unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, 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. If any installment is not paid at maturity, or if a petition in bankruptcy is filed by or against the undersigned, or if a bill for a receiver be filed against the undersigned, or if the undersigned shall make any general assignment, or shall make any transfer or conveyance of any part of his property in such manner as to prefer one creditor over another, or to constitute a fraudulent conveyance, then the entire unpaid amount of this note shall become due and payable at the option of the holder.

Address _____

[Signature]

Seal

Address _____

Seal

The undersigned endorses each for himself hereby severally agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payee or owner of the note discounting the same, or, if the note shows on its face that it bears interest, by the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from the date of its maturity, shall bear interest at the rate of eight per centum per annum until paid. Each of said parties waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, 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.