

2039

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to Summon J. A. Riebeling and R. L. Riebeling 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 17th day of July, 1953.

Deirdre J. Henson
Clerk

- COMPLAINT -

STATE BANK OF ELBERTA, a
corporation,

Plaintiff,

-vs-

J. A. RIEBELING and R. L.
RIEBELING,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

- COUNT I -

The Plaintiff claims of the Defendants Two Hundred and Fifty Dollars (\$250.00) due by Promissory Note made by them on, to-wit, December 8, 1949, with interest at the rate of eight per cent (8%) per annum from October 8, 1951.

The Plaintiff avers that inand by the terms of the said note the defendants waived all right to exemption under the Constitution and Laws of Alabama, and of this waiver the Plaintiff now claims the benefit.


The Plaintiff further avers that in and by the terms of said note, the Defendants 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
defendants the further and additional sum of Fifty Dollars (\$50.00)
as such reasonable attorney's fee.

FILED

7-17-53

ALICE J. DUCK, Clerk


Attorney for the Plaintiff

001 PAGE 224

8-6-53

Executed Aug. 6, 1953

By serving copy on

J. A. Riebeling

R. L. Riebeling

Sheriff

Taylor Wilkins

By

Edleigh Steadham

Received in Sheriff's Office
this 17 day of July, 1953
TAYLOR WILKINS, Sheriff

702039

SUMMONS AND COMPLAINT

STATE BANK OF ELBERTA, a
corporation,

Plaintiff,

-VS-

J. A. RIEBELING and R. L.
RIEBELING,

Defendants.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

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FILED
CECIL G. CHASON
ATTORNEY AT LAW
JUL 17 1953
FOLEY, ALABAMA
ALICE J. DUCK, Clerk

STATE BANK OF ELBERTA, a)
 corporation,)
 Plaintiff,)
 Vs.)
 J. A. RIEBELING and R. L.)
 RIEBLING,)
 Defendants.)

IN THE CIRCUIT COURT OF
 BALDWIN COUNTY, ALABAMA
 LAW SIDE

Plea one.

The defendants for answer to Count one of the complaint saith that the note upon which this suit is brought has been paid.

Plea two.

The defendants for further answer to Count one of the complaint saith that the plaintiff has failed to deliver to the defendants the consideration for which the defendants gave the promissory note.

Plea Three.

The defendants further saith in answer to the Count one of the complaint, that the plaintiff has failed to deliver all of the consideration for the promissory note and further after repeated requests to do so before the filing of this complaint, the plaintiff has still failed to deliver all of the consideration to the defendants in value to the amount of threehundred dollars.

Plea four.

Now comes the defendants J. A. Riebling and R. L. Riebeling and claims of the plaintiff, The State Bank of Elberta, Elberta, Alabama, by way of recoupment, the sum of Three Hundred Dollars, for that heretofore, the plaintiff entered into a contract and agreement with the defendants on December 8, 1949 to sell, convey and deliver certain personal property to the defendants within thirty days from the date of the agreement, whereupon the defendants executed and delivered unto the plaintiff a chattel mortgage and note on December 8, 1949 for the said personal property; The defendants further say that the plaintiff has failed and refused after being requested to before the filing of this complaint, to deliver to the defendants all of the personal property under the agreement to the value of Three Hundred Dollars.

Arthur C. Epperson
 Attorney for the Defendants

Defendant demands a trial by jury
 for this plea of recoupment.

Arthur C. Epperson
 Attorney for Defendants

FILED

11-17-53

ALICE I. BUCK, Clerk

2039

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

STATE BANK OF ELBERTA

Plaintiff

Vs.

J. A. RIEBELING and R. L.
RIEBELING.

Defendants.

Defendant's Plea

I hereby accept service
of the within plea on
this 17th day of Nov, 1953

E. H. Brown
att'y for plaintiff

FILED

NOV 17 1953

Alice J. Buck, Clerk

STATE BANK OF ELBERTA, a
corporation,

Plaintiff

vs.

J. A. RIEBELING and R. L.
RIEBLING,
Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

LAW SIDE

Comes the defendant in the above entitled cause and demurs to the complaint and for grounds of demurrer, assigns separately and severally the following:

1. Said Count states no cause of action against the defendants.
2. Said Count is vague and indefinite.
3. Said Count does not allege sufficient facts to show that said note is due.

FILED

10-20-03

ALICE J. BUCK, Clerk

Arthur C. Epperson

Solicitor for defendants.

Civil
2039

FILED

OCT 20 1953

ALICE J. DUCK, Clerk

CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

July 18, 1953

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

Dear Mrs. Duck:

Enclosed herewith is an extra copy of Summons and Complaint in the case of State Bank of Elberta -vs- J. A. Riebeling and R. L. Riebeling. I do not believe that I sent but one copy and it will be necessary for a copy to be served on both defendants.

Yours very truly,


C. G. Chason

CGC:fm

encl. 1

Clarke made
extra copy

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:--

You are hereby commanded to Summon J. A. Riebeling and R. L. Riebeling 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 _____ day of July, 1953.

Clerk

- COMPLAINT -

STATE BANK OF ELBERTA, a
corporation,

Plaintiff,

-vs-

J. A. RIEBELING and R. L.
RIEBELING,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE

- COUNT I -

The Plaintiff claims of the Defendants Two Hundred and Fifty Dollars (\$250.00) due by Promissory Note made by them on, to-wit, December 8, 1949, with interest at the rate of eight per cent (8%) per annum from October 8, 1951.

The Plaintiff avers that inand by the terms of the said note the defendants waived all right to exemption under the Constitution and Laws of Alabama, and of this waiver the Plaintiff now claims the benefit.

The Plaintiff further avers that in and by the terms of said note, the Defendants 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 defendants the further and additional sum of Fifty Dollars (\$50.00) as such reasonable attorney's fee.

Attorney for the Plaintiff

(((((

THE SIDE

BALDWIN COUNTY, ALABAMA
IN THE CIRCUIT COURT OF

(((((

Defendants:

1. RIEBELING,
2. V. RIEBELING and R. T.

-vs-

Plaintiff,

CORPORATION,
STATE BANK OF ALABAMA, &

SUMMONS AND COMPLAINT

STATE BANK OF ELBERTA, a
corporation,

-VS-

Defendants.

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LAW SIDE

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CECIL G. CHASON

ATTORNEY AT LAW

FOLEY, ALABAMA

July 15, 1953

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

Dear Mrs. Duck:

Enclosed herewith is suit in detinue by the State Bank of Elberta against Wm. Fiala , and a suit on a note by the State Bank of Elberta against J. A. Riebeling and R. L. Riebeling.

Yours very truly,


C. G. Chason

CGC:fm

NO 2039

State Bank
of Alberta
a corp

vs.

J. A. Riebeling &
H. L. Riebeling

Promissory Note
Filed 7-17-53

2039

C. H. Chason