

\$ 113 ⁵³

Perrids

2082

, Ala. March 2, 1949

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

One Hundred Thirteen & 53/100 Dollars,

for value received, in lawful money of the United States of America, with interest, from Date
at the rate of 8 % per annum until paid.

Payable at First National Bank Tusculum 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 J.A. Harvick hand and seal the 2 day of March, 1949

Witness Wm. F. Welch (Seal)

No. Due (Seal)

Each and every endorser of this note hereby waives all right of exemption of property from levy and sale under execution, or other process for the collection of debts, as provided for in the Constitution and Laws of the State of Alabama, or any other State in the United States of America, and it is hereby agreed by each endorser hereof that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt 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. Each and every endorser of this note hereby waives demand, protest and notice of protest, and all requirements necessary to hold them as endorsers.

_____(SEAL)

_____(SEAL)

_____(SEAL)

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 2062

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon WILLIAM F. WELCH

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against

WILLIAM F. WELCH, Defendant

by JOHN HUFF, d/b/a HUFF'S GROCERY

, Plaintiff

Witness my hand this 17th day of August 1953

David D. Smith, Clerk

No. _____ Page _____

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

JOHN HUFF d/b/a

HUFF'S GROCERY

Plaintiffs

vs.

WILLIAM F. WEICH

Defendants

SUMMONS and COMPLAINT

Filed 8-17-53, 19____

ALICE J. DUCK, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

_____, 19____

_____, Sheriff

I have executed this summons

this _____, 19____

by leaving a copy with

_____, Sheriff

_____, Deputy Sheriff

JOHN HUFF, d/b/a/
HUFF'S GROCERY,

Complainant,

vs.

WILLIAM F. WELCH,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW.

1.


The Plaintiff claims of the Defendant One Hundred Thirty One and 90/100 Dollars (\$131.90), due from him by account on, to-wit, 7th day of August, 1951, for merchandise, goods and chattels, which sum of money with the interest thereon is still unpaid.

2.

The Plaintiff claims of the Defendant One Hundred Thirteen and 53/100 Dollars (\$113.53), due by promissory note made by him on the 2nd day of March, 1949, and payable on the 1st day of June, 1949, with interest thereon.

3.

The Plaintiff claims of the Defendant a reasonable attorney fee for the collection of the note referred to in Count Two as agreed to by the Defendant in said note.


Attorney for Plaintiff

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

NO 2062
JOHN HUFF, 427/2
HUFF'S GROCERY, **RECORDED**
Complainant, 420

vs.

WILLIAM F. WELCH,
Defendant

165
M

COMPLAINT

FILED
AUG 17 1953
ALICE J. DUCK, Clerk

From the Law Office of
C. LENOIR THOMPSON,
Attorney at Law

EXECUTED
This 16 day of Sept, 1953
by serving a copy of the within on
Wm Franklin Welch
W. H. HOLCOMBE, Sheriff
Mobile County, Ala.
By: R. J. Matthews D.S.