

BURTON H. SILVERSTEIN,  
d/b/a AAA ASSIGNMENT SERVICE

Plaintiff

VS.

MURLEY E. CALVERT

Defendant

I IN THE CIRCUIT COURT OF

I BALDWIN COUNTY, ALABAMA

AT LAW

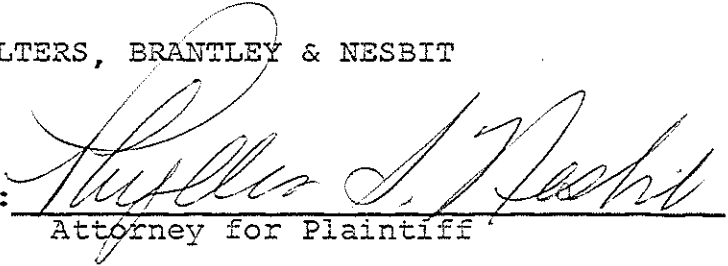
I CASE NO. 8993

1.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED FORTY ONE and NO/100 DOLLARS (\$241.00), balance due after all proper credits given on a promissory note made by the Defendant on the 12th day of July, 1969, and payable as follows: Payments of \$12.50 every other Saturday, the first payment due and payable on July 26, 1969. The Plaintiff avers that the Defendant defaulted in the payments and under the provisions of the note sued on, the whole balance became due and payable. The Plaintiff further avers that the Defendant agreed in the promissory note to pay all expenses including reasonable attorney's fees incurred in the collecting same and the Plaintiff claims a reasonable attorney's fee in the amount of \$35.00. The Plaintiff avers that the Defendant waived all right of exemptions under the laws of the State of Alabama as to personal property.

WILTERS, BRANTLEY & NESBIT

BY:

  
Attorney for Plaintiff

FILED

NOV 13 1969

ALICE J. BUCK, CLERK

Poley, Ala.

~~Oct. 19, 1967~~

April 23, 1969

For value received, I B. H. Hagan, DMD,  
do hereby assign and set over to

B. H. Silverstein d/b/a AAA Assignment

services the account owed us by

Murley E. Calvert, balance of

241.00

B. H. Hagan, DMD

B. H. Hagan, DMD

STATE OF Alabama  
COUNTY OF Baldwin

Personally appeared before me, the undersigned authority, in and for said County and State, CARLIE CRESAP, who after first being duly sworn deposes and says that he is the bookkeeper of ~~the~~ Dr. B.E. Hagan, DMD and as such officer he has the supervision and custody of all the records of the said Dr. B.E. Hagan, DMD including the accounts. Affiant further says that on the 13 day of May, 1968, that Murley Calvert was indebted to said Dr. B.E. Hagan, DMD in the amount of \$ 241.00. Further that this indebtedness is still due and unpaid.

Carlisle G. Crisap

Sworn to and subscribed before me this 23 day of October, 1969.

Hubert H. Shivers  
Notary Public, State at Large  
My commission expires Aug. 5, 1972

STATE OF Alabama  
COUNTY OF Baldwin

Personally appeared before me, the undersigned authority, in and for said County and State, B.H. Silverstein, who after first being duly sworn deposes and says that he is the owner of the AAA Assignment Service and as such officer he has the supervision and custody of all the records of the said AAA Assignment Service including the accounts. Affiant further says that on the 12 day of July, 1969, that Hurley E. Calvert was indebted to said AAA Assignment Service in the amount of \$241.00. Further that this indebtedness is still due and unpaid.

B.H. Silverstein  
Sworn to and subscribed before me this 23 day of October, 1969.

Mary W. Fulford  
Notary Public, State at Large  
My commission expires June 30, 1971

Lives at [unclear] - [unclear] [unclear] [unclear] [unclear]

SUMMONS AND COMPLAINT

Moore Printing Co. - Bay Minette, Ala.

STATE OF ALABAMA  
Baldwin County

Circuit Court, Baldwin County

No.....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Murley E. Calvert

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.....

Murley E. Calvert

..... Defendant.....

by Burton H. Silverstein, d/b/a AAA Assignment Service

..... Plaintiff.....

Witness my hand this 13 day of Nov 19 69

Quincy J. Smith Clerk

24/11-14-69

No. 8993

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

Burton H. Silverstein

d/b/a AAA Assignment Service

Plaintiffs

vs.

Murley E. Calvert

Defendants

SUMMONS AND COMPLAINT

Filed NOV 13 1969 19.....

ALICE J. DUCK CLERK  
REGISTER Clerk

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Rt 1, Daphne, Ala.

Received in Office

NOV 13 1969

19.....

Sheriff

I have executed this summons

this NOV. 14 1969

by leaving a copy with

Murley E. Calvert

Sheriff claims 54 miles at

Ten Cents per mile Total \$ 5.40

TAYLOR WILKINS, Sheriff

BY [Signature]  
DEPUTY SHERIFF

[Signature] Sheriff

[Signature] Deputy Sheriff

Default Judgment  
Case No. 8993  
From Waiver Note

\$241.00  
7.23 Interest

---

248.23

35.00 City Fee

---

\$283.23

CLERK OF DISTRICT COURT  
SAN ANTONIO, TEXAS  
BY \_\_\_\_\_ DEPUTY CLERK  
COUNTY CLERK  
SAN ANTONIO, TEXAS



9993

No. 1F15X

Foley

Mobile, Alabama,

7-12

19 69

I/We promise to pay to the order of

AAA Assignment Service

Foley, Mobile, Alabama

Two Hundred Forty One & no/100

Dollars \$ 241.00

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

Payable at PO Box 987

Foley

Mobile, Alabama

In \_\_\_\_\_ installments of \$ 12.50

payable Every other Saturday

beginning July 26, 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 Kt 1 Daphne, Ala.

Address

EVOL

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Murphy E. Calvert

Seal

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.