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

IN THE CIRCUIT COURT OF

Plaintiff

BALDWIN COUNTY, ALABAMA

VS.

AT LAW

JAKE D. ARD and RUTH KIRK ARD

CASE NO. 9358

Defendants

1.

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HUNDRED NINETY THREE and 55/100 DOLLARS (\$293.55), balance due after all proper credits given on a Promissory Note made by the Defendants on the 31st day of July, 1969 and payable as follows:

ONE (1) installment of TWO HUNDRED NINETY THREE AND 55/100 DOLLARS (\$293.55) payable on February 1, 1970. The Plaintiff avers that the Defendants defaulted in the payment and under the provisions of the note sued on, the note 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 \$44.00. The Plaintiff avers that the Defendants waived all right of exemption under the laws of the State of Alabama.

WILTERS, BRANTLEY & NESBIT

Attorney for Plaintyff

JUN 25 1970

ALCE J. BUDN CLERK REGISTER

South Balder Books, Administrator of the South Balder Books, do beroly transfer, and convey to Balder Books and administration of Ruth Kirk App.

293.55 Without Application of April 1996.68

South Baldwin Hospital

A TALL STRATOR

STATE OF <u>Hopman</u> COUNTY OF <u>Smldwin</u>

Personally appeared before me, the undersigned authority, in and for said County and State, Appeared Rossy, who after first being duly sworn deposes and says that he is the Actual State of the Actual State of the South State of the said South State on the day of the accounts. Affiant further says that on the day of the said South State of the said was indebted to said South State of the amount of \$ 293. State of the amount of \$ 293. State of the amount of \$ 293. State of the said South State of the amount of \$ 293. State of the amount of \$

Sworn to and subscribed before me this day of Jene

My commission expires Aug. 5, 1972

COUNTY OF SALCHUIN

Personally appeared before me, the undersigned authority, in and for said County and State, B. Horbester , who after first being duly sworn decoses and says that he is the Outver of the HALASSEGIMENT Service and as such officer he has the supervision and custody of all the records of the said MAAASSINGUT Section including the accounts. Affiant further says that on the 3/day of July 1969, that Ake Dand ARD was indebted to said Assignment Scruce in the amount of \$293.55.

Further that this indebtedness is still due and unpaid.

Sworn to and subscribed before me this /8 day of

Mary W. Julfork

Notary Public, State at Large
My commission expires pre 30, 1971

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THE STATE OF ALABAMA BALDWIN COUNTY

Circuit Court, Baldwin County

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TO ANY SHERIFF OF THE STATE OF ALABAMA:

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to appear and plead, answer or demur, within thirty days from the service he	reof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette as	gainst
JAKE D. ARD and RUTH KIRK ARD	DefendantS
by Burton H. Silverstein, d/b/a AAA Assignment Service	
Witness my hand this 25 day of fune	70 19
Witness my hand this 25 day of fune	buck Clerk
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No	735	Ó

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THE STATE OF ALABAMA BALDWIN COUNTY

CIRCUIT COURT

Burton H. Silverstein, d/b/a

AAA Assignment Service

Plaintiffs

VS.

Jake D. Ard and Ruth Kirk Ard

Defendants

SUMMONS AND COMPLAINT

filed

19...

JUN 25 1970

Clerk

ALLES DE CLERK REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route	2,	Foley	Alabama

Recieved In Office

JUNI 25 1920

I have executed this summons

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by leaving a copy with

Jake D ara

Buto Kirk and

1800

Miller

Mayle Muselbren, Sheriff

Beputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

No. 9F-734 I/We promise to pay to the order of Old a assignment	Alabama, 7-31-, 19.69
for value received with interest at the rate of the per cent per annum:	Dollars \$ 293.55
Payable at Post 987 In installments of \$ 293; 55 payable on Feb.	- FAII & Z
after date without grace and balance of \$payable	
The parties to this instrument, whether maker, endorser, surety, or guarantor, each for interest thereon at the rate of eight per centum per annum, payable monthly in advance on u and that such interest may be collected by the payee or owner of the note discounting the sam the owner thereof collecting the interest at its maturity; (c) that, in all events, this note, from eight per centum per annum until paid. Each of said parties waives, as to this debt, all right or any other State, and they each severally agree to pay all costs of collecting or securing, reasonable attorney's fee, whether the same be collected or secured by suit or otherwise, and severally waives demand, presentment, protest, notice of protest, suit, and all other requirement maturity, or if a petition in bankruptcy is filed by or against the undersigned, or if a bill undersigned shall make any general assignment, or shall make any transfer or conveyance of creditor over another, or to constitute a fraudulent conveyance, then the entire unpaid amount of the Roider.	unpaid balance unless otherwise expressly stipulated herein, he, or, if the note shows on its face that it bears interest by in the date of its maturity, shall bear interest at the rate of of exemption under the constitution and laws of Alabama, or attempting to collect or secure, this note, including a if the maker, endorser, surety, or guarantor of this note ents necessary to hold them. If any installment is not paid for a receiver be filed against the undersigned, or if the any part of his property in such manner as to prefer one
Address Address	Seal Seal
Address	Mrs Puth & ard Seal

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The undersigned endorsers each for himself hereby severally agrees. (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per amum, unless otherwise expressly stipulated herein, and that such interest may be collected by the payes 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 rote, from the date of its maturity; (c) that, in all events, this rote, from the date of its maturity; (c) that, in all events, this rote, from the centum per amum until paid. Each of said parties, walves, 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, andorse, surety or gurantor of this note severally walves demand, presenting the project notice of protest, auf, and all other requirements necessary to hold them.

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