

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

Plaintiff

VS.

JAKE D. ARD and
RUTH KIRK ARD

Defendants

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9358

1.

The Plaintiff claims of the Defendants the sum of TWO 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

BY: 

Attorney for Plaintiff

FILED

JUN 25 1970

ALICE J. DUCK

CLERK
REGISTER

I, Marshall Crosby, Administrator of the
South Baldwin Hospital, do hereby transfer,
set over, assign, and convey to

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

Service the hereinattached account of

ROTH KIRK ARD in the amount of
\$293.55, without recourse, this

1 day of April 19 68.

South Baldwin Hospital

Marshall Crosby
Marshall Crosby
Administrator

STATE OF Alabama
COUNTY OF Baldwin

Personally appeared before me, the undersigned authority, in and for said County and State, Marshall Crosby, who after first being duly sworn deposes and says that he is the Administrator of the South Baldwin Hospital and as such officer he has the supervision and custody of all the records of the said South Baldwin Hospital including the accounts. Affiant further says that on the 1 day of April, 1968, that Ruth Kirk Ard was indebted to said South Baldwin Hospital in the amount of \$ 293.55. Further that this indebtedness is still due and unpaid.

Sworn to and subscribed before me this 18 day of June, 1970.

[Signature]
Notary Public, State at Large
My commission expires Aug. 5, 1972

STATE OF Alabama

COUNTY OF Selma

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 31 day of July, 1969, that Jack David Ard was indebted to said AAA Assignment Service in the amount of \$293.55. Further that this indebtedness is still due and unpaid.

[Signature]
Sworn to and subscribed before me this 18 day of June,

1970.

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

SUMMONS AND COMPLAINT

THE 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 JAKE D. ARD and RUTH KIRK ARD

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.....

JAKE D. ARD and RUTH KIRK ARD DefendantS.....

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

..... Plaintiff.....

Witness my hand this 25 day of June 1970

Reid J. Alcock Clerk

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No. 9358

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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

Filed 19.....

JUN 25 1970

Clerk

ALICE J. DUCK

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Route 2, Foley, Alabama

Received In Office

June 25 1970
Taylor Wilkins Sheriff

I have executed this summons

this May 12 1970
by leaving a copy with

Jake D. Ard
Ruth Kirk Ard

180 1820

[Signature]

[Signature] Sheriff
[Signature] Deputy Sheriff

No. 9F-734

Foley
Mobile, Alabama, 7-31-, 1969

I/We promise to pay to the order of AAA Assignment Service, Foley
Mobile, Alabama

Two Hundred - ninety three + 55/100 Dollars \$ 293.55

for value received with interest at the rate of 0 per cent per annum from above date until paid

Payable at PO Box 987, Foley
Mobile, Alabama

In 1 installments of \$ 293.55 payable on Feb. 1, 1970 beginning

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.

Rt. 2, Foley, Ala.
Address _____

Address _____

D.M. [Signature] Seal

Mrs. Ruth Ward Seal

The undersigned endorser 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.

