

SUMMONS

STATE OF ALABAMA,)

COUNTY OF BALDWIN.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons DALE M. GODWIN, 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, Alabama, at the place of holding same by ATLANTIC RICHFIELD COMPANY.

Witness my hand this the 26 day of June, 1970.

Alice J. Duck
Clerk

** ** *

COMPLAINT

ATLANTIC RICHFIELD COMPANY,	X	IN THE CIRCUIT COURT OF
PLAINTIFF,	X	BALDWIN COUNTY, ALABAMA
VS:	X	AT LAW
DALE M. GODWIN,	X	9361
DEFENDANT.	X	

The Plaintiff claims of the Defendant TWO HUNDRED TWENTY-FIVE & 00/100 DOLLARS (\$225.00), due by promissory waive note made by him on the 1st day of October, 1969, and payable on the 23rd day of April, 1970, with interest thereon.

Said note provides for a reasonable attorney's fee, which the Plaintiff alleges to be FORTY-FIVE & 00/100 DOLLARS (\$45.00).

Forest A. Christian
Forest A. Christian, Attorney
for Plaintiff

Defendant's address:

Route 2, Box 182
Bay Minette, Alabama 36507

FILED

JUN 26 1970

ALICE J. DUCK CLERK
REGISTER

182

9361

SUMMONS AND COMPLAINT

ATLANTIC RICHFIELD COMPANY,

PLAINTIFF,

VS:

DALE M. GODWIN,

DEFENDANT.

FILED

JUN 26 1970

ANNE J. DUCK CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Received 26 day of June 1970
and on 8 day of July 1970
I served a copy of the within on
on Dale M. Godwin

By service on

TAYLOR WILKINS Sheriff

W. A. Wilkins

FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 205 - PHONE 943-2201

FOLEY, ALABAMA 36535

2 September 1970

Hon. Telfair J. Mashburn
Judge of Circuit Court
Bay Minette, Alabama

Re: Atlantic Richfield Co.

Vs: Dale M. Godwin
Case No. 9361

Dear Judge:

Kindly enter a judgment on a waive note on this case
for \$270.00.

Cordially yours,



FOREST A. CHRISTIAN

*original note
enclosed*

\$325.00

FOLEY, ALABAMA October 1 19 69

For value received, I or we, jointly and severally, promise to pay to the order of ATLANTIC RICHFIELD CO.

~~FARMERS AND MERCHANTS BANK~~

~~XXXXXXXXXXXX~~

THREE HUNDRED TWENTY-FIVE & 00/100----- DOLLARS

office of FOREST A. CHRISTIAN,

payable at ~~FARMERS AND MERCHANTS BANK~~ Foley, Alabama, in 13 monthly installments of

\$ 25.00 each, and one installment of \$-----, the first installment to become due and payable on

or before the 1st day of November 19 69, and one installment to become due and payable on or

before the 1st day of each succeeding month until the whole of said indebtedness is paid, with interest from

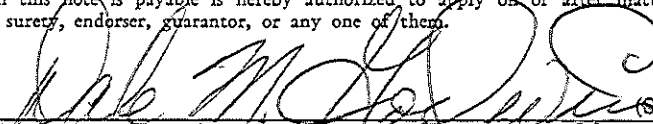
maturity at the rate of 8% per annum.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, 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 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.

No. _____

Address _____

 (Seal)
Dale M. Godwin, Route 2, Box 182
Bay Minette, Alabama 36507

(Seal)

[illegible]