### 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.

Clerk J. Duck

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## COMPLAINT

ATLANTIC RICHFIELD COMPANY, I IN THE CIRCUIT COURT OF PLAINTIFF, X

VS:

DALE M. GODWIN, X

DEFENDANT. X

PLAINTIFF, X

BALDWIN COUNTY, ALABAMA

AT LAW

936/

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, Attorney for Plaintiff

Defendant's address:

Route 2, Box 182 Bay Minette, Alabama 36507

JUN 26 1970

ALICE J. DUCK CLERK REGISTER

547-8-90

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9361

## SUMMONS AND COMPLAINT

ATLANTIC RICHFIELD COMPANY,

PLAINTIFF,

VS:

By service

DALE M. GODWIN,

DEFENDANT.

JUN 26 1970

LAW OFFICE OF
FOREST A. CHRISTIAN FOLEY, ALABAMA

### FOREST A. CHRISTIAN

ATTORNEY AT LAW

P. O. DRAWER 190

AREA CODE 208 - PHONE 949-2201 FOLEY, ALABAMA 36535

2 September 1970

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

endoset

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

\$325	.00	

FOLEY.	ALAF	BAMA	Oct	ober	1
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For value received, I or we, jointly and severally, promise to pay to the order of ATLANTIC RICHFIELD CO.

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#### **MEXEXXXXXXXXXXXX**

THREE HUNDRED TWENTY-FIVE & UU/100 DOLLARS
office of FOREST A. CHRISTIAN,  payable at KALMARS XXIVALEX XXIVADA PAYABLE AT 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 1969, 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
eaturity 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. Dale M. Godwin, Route 2, Box 182
Address Bay Minette, Alabama 36507 (Seal)

Anconsets of this note agree to pay all cost of collections, at instead to the control of the co						~2×2,00				
Aunty a measonable attorney's fee, whether costs are all of the suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly walves all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby walved by each endorser. Time for payment may be extended without notice. The said Farmers and Merchanis Bank, Foley, Ala, is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.    12-15-69	endorse	angorsers of this note agree to pay all cost of collec-			,	DATE				
dorsers, or otherwise; and each endorser expressly walves all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be pald at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby walved by each endorser. Time for payment may be extended without notice. The sald Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.	and by suit against any one or more of the makers or en-				11-19-69		\$25.00	300,00		
the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala, is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.	dorsers, or other	wise; and kemptions	each endors under the C	er expres	sly waives all and Laws of				-1	275.00
payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby walved by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala,, is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.	the State of Alab	ama, or an	ny of these	United Sta	ites, as to this'		3-4-70		25,00	250.00
waited by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.	payment, notice c	and protest	and all step:	necessar	y to bind each	:	4-23-70		25,00	225,00
Ala, is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.	waived by each	endorser.	Time for pay	yment ma	y be extended		7.9-70		100.00	125.00
funds belonging to any endorser on this note.	Ala., is hereby a	uthorized	by each sure	ety and e	ndorser hereof					
	to apply on or a funds belonging	ifter maturi to any end	ity to the pa lorser on this	yment of note.	this debt any	- j	*****			
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