

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

Plaintiff

VS.

JAMES MILLER

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 9363

1.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED EIGHTY AND NO/100 DOLLARS (\$380.00), balance due after all proper credits given on a Promissory Note made by the Defendant on the 1st day of April, 1970 and payable as follows: Monthly installments of \$22.00 payable on the 25th day of each month, the first installment to be made on April 25, 1970. 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 \$50.00. The Plaintiff avers that the Defendant waived all right of exemption under the laws of the State of Alabama.

WILTERS, BRANTLEY & NESBIT

BY: Hylls L. Nesbit

Attorney for Plaintiff

FILED

JUN 29 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 herein stated account of

James Miller

in the amount of

369.01

thereof, this

1

April

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 JAMES MILLER was indebted to said SOUTH BALDWIN HOSPITAL in the amount of \$ 369.01. Further that this indebtedness is still due and unpaid.

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

Robert H. White
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 15 day of MAY, 1970, that James Miller was indebted to said AAA Assignment Service in the amount of \$ 380.00. Further that this indebtedness is still due and unpaid.

Bible
Sworn to and subscribed before me this 15 day of June, 1970.

Mary W. Gufford
Notary Public, State at Large
My commission expires June 30, 1975

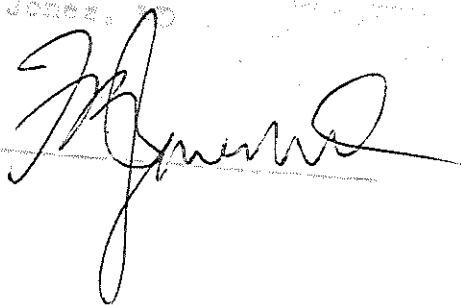
1. M. W. 0000, M.D., do hereby certify
that the within and convey to
the within and convey to
the within and convey to
the within and convey to

James & Mary Jane Miller

200⁰⁰

20

February 70



STATE OF Alabama
COUNTY OF Mobile

Personally appeared before me, the undersigned authority, in and for said County and State, _____, who after first being duly sworn deposes and says that he is the _____ of the F. B. Jones, M.D. and as such officer he has the supervision and custody of all the records of the said F. B. Jones, M.D. including the accounts. Affiant further says that on the 20 day of Feb., 1970, that Jones & Mary Jane Miller was indebted to said F. B. Jones, M.D. in the amount of \$ 200⁰⁰. Further that this indebtedness is still due and unpaid.

Sworn to and subscribed before me this 20 day of February, 1970.

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

SOURCE

South Baldwin Hospital

INSTNS

DUE DATE

ACCT. NO.

NAME

AGE

SPOUSE

AGE

C

R-O-S

Miller, James

Mary Jane

ADD Rt. 1, Box 61 Summerdale, Ala

ADD

ADD

POE Fairhope Hatchery

OCC

SAL

YRS

PH

CHG POE

OCC

SAL

YRS

PH

SPOUSE POE Hale

OCC

SAL

YRS

PH

CHG POE

OCC

SAL

YRS

PH

OTHER INCOME

AUTO

TAG NO

YR

PREV ACCT

REF

ADD

PH

REF

ADD

PH

SOC SEC NO

GROUP INS

NO.

DATE

SERVICE

CHARGES

PAYMENTS

BALANCE

DLA 3/16/66

SEC VAC

BALANCE AS OF DATE ASSIGNED

DATE ASSIGNED 4/1/68

369.01 (2)

SLOW AGREEMENT YES

NO

TERMS

SIGNED NOTE

YES X

NO

TO 5% INT

DUE DATE

AMT DUE

DATE PAID

INTEREST

PRINCIPAL

BALANCE

REMARKS

4-10

5-2

10

264.01

6-12

10

254.01

7-12-68

10

244.01

8-3-70

10

234.01

4-1-70

10

224.01

5-15-70

10.00

214.01

OPEN ACCT

BALANCE

OPEN ACCT

BALANCE

OPEN ACCT

BALANCE

WORK FROM ONLY

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 James Miller.....

.....
.....
.....

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint

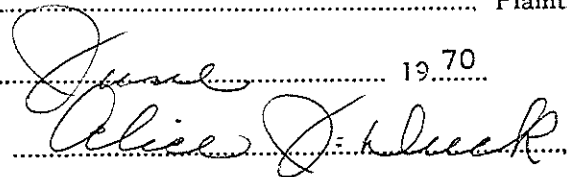
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette against.....

James Miller....., Defendant.....

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

..... Plaintiff.....

Witness my hand this 29 day of June 1970

 Clerk

B-8

No. 9363

Page.....

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

Burton H. Silverstein, d/b/a

AAA Assignment Service

Plaintiffs

vs.

James Miller *cm*

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

JUN 20 1970

Clerk

ALICE J. LEE

CLERK
REGISTER

WILTERS, BRANTLEY & NESBIT

BY:

Plaintiff's Attorney

Defendant's Attorney

Ideal Hacking
Defendant lives at

Rt 1, Box 61, Summerdale,
Alabama

Received In Office

June 29 19 *70*

Taylor Wilkins Sheriff

I have executed this summons

this *14 Sept* 19 *70*

by leaving a copy with

James Miller

Sheriff's claim *100* miles at

Ten Cents per mile Total \$ *10.00*

TAYLOR WILKINS, Sheriff

W. R. P.
DEPUTY SHERIFF

Sheriff

W. R. P. Deputy Sheriff

Moore Printing Co. - Bay Minette, Ala.

100 miles \$10.00

6F1959 Case # 9363 Foley
No 9F656 Mobile, Alabama, April 1, 1970
I/We promise to pay to the order of AAA Assignment Service, Mobile, Alabama
Four Hundred \$10/100 Dollars \$ 400.00

for value received with interest at the rate of 8% per cent per annum from above date until paid.

Payable at PO Box 987 Foley, Mobile, Alabama
Monthly installments of \$ 22.00 payable each 25TH beginning April 25, 1970
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 1 Box 61 - Foley
Address

Address

Jamie H Miller Seal
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.

Default Judgment
Case # 9363
DPA vs Miller
Prom. Waiver note

380.00
Int. 1140
Dec. 50.00

\$441.40

Pesbit