

STATE OF ALABAMA  
COUNTY OF BALDWIN

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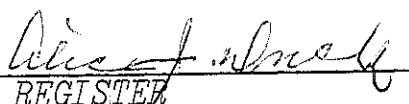
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY - AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

YOU ARE HEREBY COMMANDED TO SUMMON J. J. FREITAG, JR.,  
TO APPEAR AND ANSWER, PLEAD OR DEMUR, WITHIN THIRTY DAYS FROM THE  
DATE HEREOF OF THIS SERVICE, TO THE BILL OF COMPLAINT FILED AGAINST  
HIM IN THE CIRCUIT COURT, AT LAW, FOR SAID COUNTY AND SAID STATE BY  
THOMAS-CORTE PONTIAC, INC.

HEREIN FAIL NOT, DUE RETURN MAKE OF THIS WRIT AS THE  
LAW DIRECTS.

WITNESS MY HAND THIS 16 DAY OF Dec, 1970.

  
REGISTER

THOMAS-CORTE PONTIAC, INC.

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IN THE CIRCUIT COURT OF

PLAINTIFF

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BALDWIN COUNTY, ALABAMA

VS.

Ø

AT LAW

J. J. FREITAG, JR.

Ø

DEFENDANT

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CASE NO: 9604

COUNT ONE:

PLAINTIFF CLAIMS OF DEFENDANT THE SUM OF TWO HUNDRED  
FIFTY-EIGHT AND 13/100 (\$258.13) DOLLARS, DUE BY PROMISSORY NOTE  
MADE BY HIM ON, HERETOFORE, TO-WIT, SEPTEMBER 13, 1969, WHICH SUM  
OF MONEY, WITH INTEREST THEREON FROM TO-WIT, OCTOBER 15, 1969, IS  
DUE AND UNPAID; AND PLAINTIFF AVERS THAT IN AND BY THE TERMS OF  
SAID NOTE, THE DEFENDANT WAIVED ALL RIGHTS OF EXEMPTION UNDER THE  
LAWS OF THE STATE OF ALABAMA, AND PLAINTIFF CLAIMS THE BENEFIT OF  
SAID WAIVER; PLAINTIFF CLAIMS THE ADDITIONAL SUM OF FIFTY (\$50.00)  
AND NO/100 DOLLARS, AS A REASONABLE SUM AS ATTORNEY FEES FOR BRING-  
ING THIS SUIT FOR THAT THE DEFENDANT IN AND BY THE TERMS OF SAID

PAGE -2-

NOTE AGREED TO PAY A REASONABLE ATTORNEY FEE, AND PLAINTIFF AVERS  
THAT SAID AMOUNT IS A REASONABLE ATTORNEY FEE FOR THE BRINGING AND  
PROSECUTING OF THIS SUIT.

BAILEY & TAYLOR

BY: *Hyde E. Taylor*  
ATTORNEY FOR THE PLAINTIFF

FILED

DEC 18 1970

ALICE J. DUCK

CLERK  
REGISTER

B-8

CASE No: 9404

THOMAS-CORTE PONTIAC, INC.

PLAINTIFF

VS.

J. J. FREITAG, JR.

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

82323

SW 27 1972

DEFENDANT MAY BE SERVED

AT:

P.O. Box 717  
FAIRHOPE, ALABAMA 36532

POLICE DEPT  
FAIRHOPE  
FILED

DEC 16 1970

ALICE J. DUCK

CLERK  
REGISTER

Bailen

Received 27 Jan. 72  
and on 29 day of JAN. 1972  
I served a copy of the within \$40  
on J. J. Freitag

By service on J. J. Freitag  
TAYLOR WILLIAMS, Sheriff  
By W. J. Clark D. S.

Sheriff claims 70 miles at  
Ten Cents per mile Total \$ 7.00  
TAYLOR WILLIAMS, Sheriff  
BY W. J. Clark DEPUTY SHERIFF

~~not to take~~  
~~where he use to~~  
~~work said they~~  
~~think he moved to~~  
~~Exhibit~~  
~~C. W. Clark~~

See Invoice # 388913/69 2629 900

NO. \_\_\_\_\_

Mobile, Alabama; 9-13, 1969

FOR VALUE RECEIVED, 9 PROMISE, TO PAY TO THE FIRST NATIONAL BANK OF MOBILE, Mobile, Alabama, or order, without grace, Two Hundred Fifty-Eight + 13/100 DOLLARS

(\$ 258.13), with interest on the unpaid balance, at 1 month per annum, from date, in one equal installments of \$ 258.13 each, payable on the 15th day of each consecutive month, beginning on Oct 15, 1969

\_\_\_\_\_, 19\_\_\_\_, (if final installment unequal, check here) ☐, and a final installment of the balance remaining due on the same day of the next consecutive month following the last equal installment due date.

Each party hereto, whether maker, endorser, surety, or guarantor, each, for himself, severally agrees: (a) to pay this note; (b) that the minimum interest and service charge payable at the due date of any installment shall be the sum of \$\_\_\_\_\_; (c) that each installment shall be applied first to the payment of interest and any service charge, and the balance thereof to principal; (d) that each installment, from the date of its maturity, shall bear interest at the rate of eight per centum (8%) per annum until paid; (e) that upon (1) failure to pay when due any sum under this note, (2) the making of any representation to Bank which is incorrect in any material respect when made, (3) acceleration thereof, (4) the undersigned making an assignment for the benefit of creditors, (5) failure to pay any debt when it matures, (6) commencement of any bankruptcy, insolvency, receivership, reorganization, arrangement, dissolution or liquidation proceedings by or against the undersigned or any endorser, surety or guarantor for the undersigned, (7) the death, termination of existence or incompetency of the undersigned, or (8) the holder of this note deeming itself insecure, the entire indebtedness evidenced hereby shall become due and payable immediately, at the option of the holder hereof, without notice; and (f) no failure to exercise and no delays in exercising any right hereunder shall operate as a waiver thereof as to any subsequent default; (g) 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. Each of said parties severally waives, as to this debt, all right of exemption under the constitution and laws of Alabama, or any other State, and waives demand, presentment, protest, suit, and all other requirements necessary to hold each of them liable.

PO Box 717, Fairhope, Ala  
Address \_\_\_\_\_

Xff Lertay J (SEAL)

Address \_\_\_\_\_  
FORM 924-A REV.

J. J. Freitag, Jr. (SEAL)

Each of the undersigned endorsers severally guarantees and agrees: (a) to pay this note; (b) to pay interest thereon at the rate of eight per centum per annum, unless otherwise expressly stipulated thereon; (c) to pay interest thereon from the date of maturity at the rate of eight per centum per annum until paid; (d) 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; (e) to be bound by all of the provisions of this note; (f) that payment of this note may be extended in whole or in part, and the provision thereof modified, at any time, without notice to and without affecting or releasing the liability of the undersigned; and (g) severally waives all rights of exemption under the constitution and laws of Alabama or any other State; and (h) as endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest or dishonor, suit, and all other requirements necessary to hold them.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

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\_\_\_\_\_(SEAL)