

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon KERMIT FLOWERS, OF ROUTE 3, BOX 197, FOLEY, ALABAMA, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and there to demur or plead to the complaint of La Rue Flying Service, Inc.

Witness my hand this 19 day of March 1970.

Alice J. Duck
Clerk

* * * * *

LA RUE FLYING SERVICE, INC.,)

AN ALABAMA CORPORATION,)

Plaintiff)

v.)

KERMIT FLOWERS,)

Defendant)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO 9614

COMPLAINT

COUNT ONE: The Plaintiff claims of the Defendant Four hundred and fifty-three and 30/100ths Dollars(\$453.30), due from the Defendant by account from September 23, 1970, which sum of money with interest thereon is still unpaid.

An itemized account, verified by the affidavit of a competent witness will be used in evidence on the trial of the causes and said account is filed with the complaint at the time of filing.

COUNT TWO: The Plaintiff claims of the Defendant Six hundred and Thirty-five and 29/100ths Dollars(\$635.29) due by a note executed by the Defendant on April 1, 1969, in the amount of \$1,335.25, which sum has been paid down to the present sum due, the note due and owing on November 15, 1969, with interest at six percent(6%).

And the Plaintiff avers that so far as the collection of this debt is concerned, Defendant has agreed to pay a reasonable attorney's fee for collection, and Plaintiff claims One hundred Dollars(\$100.00) as such fee.

Daniel E. Rolison

DEC 19 1970

ALICE J. DUCK

CLERK
REGISTER

VOL

65 PAGE 836

VERIFICATION OF ACCOUNT AND NOTE

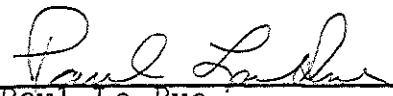
STATE OF ALABAMA)

BALDWIN COUNTY)

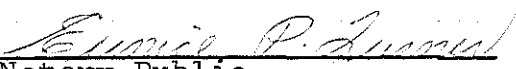
Before me, the undersigned authority on this day personally appeared Paul La Rue, president of La Rue Flying Service, Inc., duly authorized to act for said corporation, known to me, who being by me duly sworn states on oath that

1. The foregoing and annexed account in favor of La Rue Flying Service, Inc., against Kermit Flowers for the sum of Four hundred and fifty-three and 30/100ths Dollars(\$453.30) as described in Count One of the complaint, is within the knowledge of affiant, just and true; that it is due and unpaid and that all lawful offsets, payments and credits have been allowed.

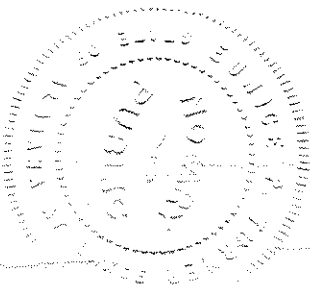
2. The foregoing and annexed promissory note in favor of La Rue Flying Service, Inc., against Kermit Flowers for the sum of Six hundred and thirty-five and 29/100ths Dollars(\$635.29), as described in Count Two of the complaint, is the same as the ~~xxxxx~~ plaintiff relies on, and is to be submitted as evidence in this cause.


Paul La Rue
President, La Rue Flying Service

Subscribed and sworn to before me this 15th day of
December, 1970.


Notary Public

MY COMMISSION EXPIRES 11/25, 1974



NO. 9614

La Rue Flying Service

VS.

Hermit Flowers

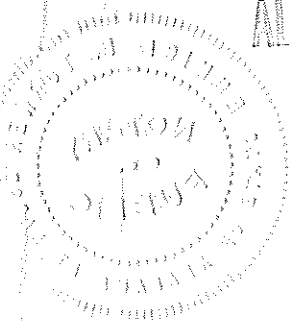
Sheriff claims 72 Fines \$
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Deputy
DEPUTY SHERIFF

FILED

DEC 19 1970

ALICE J. DUCK

CLERK
REGISTER



Received 21 day of Dec 19 70
and on 18 day of Jan 19 71
I served a copy of the within StC
on Hermit Flowers

By service on _____

TAYLOR WILKINS, Sheriff
By Deputy D.S.

D. Robinson

P. O. Box 794
PHONE 943-4955

Daniel E. Robison

ATTORNEY AT LAW

117 So. Alston Street
FOLEY, ALABAMA 36535

February 23, 1971

Clerk of the Court, at Law
Bay Minette, Alabama

RE: LA RUE FLYING SERVICE INC
V.
KERMIT FLOWERS
Civil, Non-Jury (9614)

~~Ex~~

Verified account has already been submitted for both
Count One in the above suit, and the promissory note for
Count Two. Please send this ~~x~~ file to the Judge for default
judgment(defendant served on Jan. 18, 1971).

Count One:	\$453.30 + int for 5 mo. = \$465.63)	
	14)	plus costs
Count Two:	\$635.29 + int for 32 mo. = \$680.14)	

TOTAL: \$1,145.77

Thank you.

Daniel E. Robison

Daniel E. Robison

12.72
Summardale, Ala., April 1 1969

Kermit Flowers After Date I promise to pay to the order of

LaRue Flying Service, Inc. \$ 1,335.25

Thirteen Hundred, & Thirty Five & 25/100 DOLLARS

Payable at LaRue Flying Serv., S'dale, Ala. with 6 % interest from April 1, 1969

VALUE RECEIVED.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, or any renewal thereof, all right of exemption under the Constitution and Laws of Alabama, 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 the maker, endorser, surety, or guarantor of this note severally waives demand, presentment, protest, notice of protest, 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.

Kermit Flowers

No. 3-19-70

Due Nov. 15, 1969

WAIVER NOTE. Printed and sold by Brown Printing Co., Montgomery, Ala.—10M—2-68

11-17-
ent 50.77

13 357.25

TNT. PRIME

668 700.00

1383

to 4-11

90 days

13 357.25

635.25

635.29

CREDIT

Account No. _____

Date

12-19-69

Account

Hermit Flowers

DESCRIPTION	AMOUNT
note #	700.00
int.	6.68
BALDWIN NATIONAL BANK OF ROBERTSDALE ROBERTSDALE, ALABAMA	706.68
Approved by _____	Total

CREDIT

DATE

4-11-70

ACCOUNT

Int Com

NUMBER	NAME	DESCRIPTION	AMOUNT
		La Rue Note - 580.00	
		Hermit Flowers	13.83
Approved by _____		TOTAL	
BALDWIN NATIONAL BANK			

⑈0651⑈0567⑈

CREDIT

Account No. _____

Date

11-17-69

Account

Int Com

DESCRIPTION	AMOUNT
interest from Hermit Flowers on Paul LaRue note.	50.71
note extended 30 days.	
BALDWIN NATIONAL BANK OF ROBERTSDALE ROBERTSDALE, ALABAMA	
12-15-69	
Approved by _____	Total