ROSEMONT NURSING HOME, INC., \* IN THE CIRCUIT COURT OF a corporation, \* BALAWIN COUNTY, ALABAMA Plaintiff \* AT LAW vs \* PEARL BROWN, \* Case No. 9707

## COUNT I.

The plaintiff claims of the defendant TWO THOUSAND ONE HUNDRED NINETY-SEVEN & 21/100 DOLLARS (\$2,197.21) due for work, labor and nursing services done for the defendant by the plaintiff between to wit: the 4th day of October, 1969, and the 23rd day of September, 1970, which sum of money with the interest thereon is still unpaid. The plaintiff avers that this work, labor and nursing service was performed under a contract, a copy of which is attached hereto as if fully set out herein.

The plaintiff in addition to the principal amount sued for further claims benefit of waiver of exemption as provided under the contract and a reasonable attorney's fee as provided under said contract.

FRED F. SMITH, JR., Attorney for

Plaintiff P.O.Box 487

Fairhope, Alabama 36532

FILED

FEB 22 1971

EUNICE B. BLACKMON CIRCUIT

SERVE DEFENDANT: Route 3 Enterprise, Alabama State of Alabama Baldwin County

For and in consideration of care and treatment heretofore rendered and hereinafter to be rendered to the patient named by Rosemont Nursing Home, Inc. I/we hereby guarantee payment to the said Rosemont Nursing Home, Inc. of all of their charges for such care and treatment heretofore or hereafter rendered to the said patient. I/we hereby waive all requirements of law prerequisite to my/our obligation to pay these charges, and waive all right of exemption under the constitution and laws of the State of Alabama and any other state and of the United States, and agree to pay all costs of collection of these charges, including a reasonable attorney's fee.

Signed and Sealed this 25th day of JANUARY 1970.

Patients Name Plant Brown (L.S.)

ATTEST: January 1970.

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## CONTRACT

THIS CONTRACT, made and entered into on this the 25 day of Topal	
105 = 100 17 TOS	, 19 70 by and between
. GEORGE / TELLER, hereinester called the	e Home, acting by and through
MRS PEARL BROWN the rottent and MRS PEARL	or, party of the first part, and
	RL BROWN
the sponsor, parties of the second part.	
WITNESSETH:	
THAT, for and in consideration of the hereinafter set forth mutual convenants, ag tions by and between the parties hereto, the said parties hereby agree as follows:	reements promises and chimus
THE HOME AGREES:	Points and Supple
1. To provide the patient with the following basic services:	North The Committee of the Commi
197 AUGUSTO TONO TOUR STATE OF THE STATE OF	
(b) Personal services as may be necessary for the health, good grooming, cleanliness,  (c) Medicine chest supplies such as a services, general nursing care; and  patient; and	Safety and well being as a
as aspiring, langing ate	
2. To obtain for the nations of cush at the contract of the co	
selected by the party of the first part and such madica tions and attended, the	services of a licensed physician
sor of such transfer.	orders, and to notify the spon-
4. To keep an itemized record of all funds received and spent for the use or benefit of the presence of funds come from public or private sources, when the party of the second part has ceipt and handling of such funds.	arty of the second part, wheth-
5. To furnish the patient with a copy of the man	
tract, and to supply the patient with a copy of any amendments thereto.	thich are attached to this con-
THE PATIENT AND/OR SPONSOR AGREES:	
1. The patient will at all times comply with the rules and regulations of the Home to the best sical capacity; and will obey the requests and instructions of the Home personnel; and,	of his or her mental and phy-
2. To provide the patient with greeking and,	
3. To provide the nations with individual	at Check on Page 3); and
4. To pay the cost of transferming the	on Page 3); and,
4. To pay the cost of transferring the patient to a hospital or similar institution when such mended by a physician, or an emergency when such removal is required for the safety of the	removal is ordered or recom-
If an emergency removal is made, a patient must approve the removal within twenty-four (cocurs.	and well being of the patient.
5. That in cases where corresponds times at the second sec	
5. That in cases where representatives of the Home are required to employ legal counsel to r contract, all rights of exemption under the Constitution and laws of the State of Alabama by the patient and sponsor, their administrators, executors heirs and assigns and there	ecover money due under this
by bile patient and should their obtaining	are hereby assumed by
reasonable autorney's fees.	by the Home together with
COMPENSATION TO BE PAID TO THE HOME:	
The patient sporsor or sporsor	
sideration for the care and services provided in the agreement the following itemized costs:	tome will accept in full con-
- Divices (100m, poard laundared linear	
care and personal services)	
a. Individual or Family (private funds)	
2. Individual or Family (private funds)  b. Vendor payments through Payments and Country	
b. Vendor payments through Pensions and Security in behalf of patient  (The nursing home should enter the monthly amount of the vendor payments the Department of Pensions and Security has presented	\$
the Department of Pensions and Security has	Which
The Footbloom	
c. Social Security d. Veteran's Pension	s
	A .
e. Insurance  1. Other (Specify)	s
	\$
	¥ ************************************
# 5 5 5 5 5 7 7 7 5 5 7 7 7 5 6 7 7 7 5 6 7 7 7 5 6 7 7 7 5 6 7 7 7 7	
2 Allowanes for County	_ _
2. Allowance for Spending Money (Money other than the public assistance payment left with the	\$
(Money other than the public assistance payment left with the Home for patient t	o use
as he needs it?  S	
2.2.2. NOBLE OF THE SERVICE OF THE S	e e
^ 1를 보고 : 뉴스를 불고 호텔	
	(x,y) = (x,y) + (x,y

THE STATE OF ALABAMA	*	CIRCUIT COURT, BALDY	WIN COUNTY
Baldwin County	*		
	*	No.	
	*		Term 1971
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		A	•
TO ANY SHERIFF	OF THE	STATE OF ALABAMA:	
Your are hereby commande	ed to su	mmon PEARL BROWN, Ro	oute 3,
Enterprise, Alabama, to	appear	and plead, answer or	demur, with-
in thirty days from the			
in the Circuit Court of		- Maria	
Bay Minette against PEAR		· ·	
HOME, INC., a corporatio			v <del>i</del>
WITNESS my hand	this _	22. day of 1/e	,1971.
and the control of th	etti ganganin ne e e e	and the control of th	
		uniel B D	Elackman
		Clerk	
	Ra or	ceived in office this $\frac{24}{21}$ .	a day Jef.
	ن ک	P. M. Sma	Je)
	<del></del> -	8	Sheriff

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THE STATE OF AI	_ABAMA
Baldwin Cou	mty k
Circuit Cou	ırt
KXXXX ROSEMONT N a corporation,	URSING HOME, IND
PEARL BROWN,	Defendant
SUMMONS AND CO	MPLAINT
Filed	1971
	Clerk

Fred F.Smith, Jr. P.O.Box 487-Fairhope, Alabama

Plaintiff's Attorney

EED 22 197.1

JAYLUR WILKINS SHERIFF

This 2 day of MAK' 15 CAL COUNTY, A

MAY 171971

JAYIOR WILKING ELIERIEE

Executed this Z / day of
- May 107/
by handing a copy of the within Summons and Complaint
Summons and Complaint
Penal Brown Defendant
W. Wasper
4: C. F. Shipper Sherill.

WILLIAM WALKER, Sheriff

Deputy Sherift

FRED F. SMITH, JR.
ATTORNEY AT LAW
P. D. BOX 487
FAIRHOPE, ALABAMA 36532

FRED F. SMITH, JR.

JOHNNY MACK LANE

August 31,1971

302 DELAMARE ST. FAIRHOPE, ALABAMA 928-9276

Mrs. Eunice Blackmon Clerk - Circuit Court Baldwin County Court House Bay Minette, Alabama 36507

RE: Rosemont Nursing Home, Inc. vs Pearl Brown No. 9707

Dear Mrs. Blackmon:

Please issue an execution in the above styled cause directed to the Sheriff of Mobile County, Alabama, directing him to levy upon the following described real property of the defendant:

West 50 feet of Lot 9, Block 14 of Whistler and commencing at the North side of Wasson Street, 150 feet from the North corner of Wasson and Carr Streets, run North 110 feet then East 46 feet, then South 110 feet, then West along Wasson Street 46 feet to the beginning, being a part of Lot 6, Block 14 of Whistler.

Very truly yours,

Fred F. Smith, Ox.

FFS/s