

THE STATE OF ALABAMA, BALDWIN COUNTY

BALDWIN COUNTY CIRCUIT COURT

AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA - GREETING:

You are hereby commanded to summon Sam Styron individually and doing business as Gulf Flying Service to appear in the Circuit Court of Baldwin County, Alabama, and plead, answer or demur, within Thirty (30) days from service hereof, to the complaint of Helena Chemical Company-S.E., Inc., a corporation

Witness my hand, this 26 day of March, 1971.

Ernie B. Blackmon
Clerk

HELENA CHEMICAL COMPANY-S.E., INC., a corporation,	(
)	
PLAINTIFF,	(IN THE CIRCUIT COURT OF
)	
VS.	(BALDWIN COUNTY, ALABAMA
)	
	(AT LAW
)	
SAM STYRON, individually	(
and doing business as)	
GULF FLYING SERVICE,	(
)	
DEFENDANT.	(CASE NO. <u>9221</u>
)	

The Plaintiff claims of the Defendant the sum of Six Hundred One Dollars and Fifty One Cents (\$601.51), due by Promissory Note made by him on the 6th day of April 1970, and payable on the 1st day of June, 1970, which sum of money, together with the interest thereon, is due and unpaid.

Plaintiff further avers that as a part of the consideration for the execution of said promissory note, the Defendant agreed to pay all costs of collection thereon, including a reasonable attorneys fee, wherefor the Plaintiff claims the further additional sum of Two Hundred Dollars (\$200.00) as attorneys fees and avers that the same is reasonable.

29.97 <
39.94 /
69.91 *
<
*

10.50 <
8.70
1.50
4.50
14.34
39.54 s
665.73
69.91
775.18 *

Judge 665.73 <
Cost 23.70
Int. 1.50
Sher. com 69.91
14.34
Total - 775.18 *

MERRILL & HARRISON

BY: 

Attorneys for Plaintiff

The Plaintiff, being a non-resident of the State of Alabama, we hereby acknowledge ourselves as security for costs in this cause.

MERRILL & HARRISON

BY: 

Attorneys for Plaintiff

FILED

MAR 26 1971

EUNICE B. BLACKMON CIRCUIT CLERK

Received this 26

day of March

1971.

(Taylor Wilkins)
Sheriff

Executed this 2/28/71

day of March,

1971. By leaving a copy of

the within summons and

complaint with: Sam

Styron, Defendant.

(Taylor Wilkins)
Sheriff

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY (Signature)
DEPUTY SHERIFF

CASE NO. 9771

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT
AT LAW

HELENA CHEMICAL COMPANY, S.E.,
INC., a corporation,

PLAINTIFF,

VS.

SAM STYRON, individually and
doing business as GULF FLYING
SERVICE,

DEFENDANT.

SUMMONS AND COMPLAINT

Filed this **FILED** day of

MAR 26 1971, 1971.

C EUNICE B. BLACKMON CLERK

LAW OFFICES
MERRILL AND HARRISON
DOTHAN, ALABAMA

HELENA CHEMICAL COMPANY-S.E.,
INC., a corporation,

PLAINTIFF,

VS.

SAM STYRON, individually and
doing business as GULF FLYING
SERVICE,

DEFENDANT

(
)
(
) IN THE CIRCUIT COURT OF
(
) BALDWIN COUNTY, ALABAMA
(
) CASE NO. 9771
(
)
(
)

MOTION FOR DEFAULT JUDGEMENT

Comes now the Plaintiff in the above styled cause and moves this Honorable Court to grant a default judgement in favor of the Plaintiff and against the Defendant in this cause and sets down and assigns, as grounds for said motion the following:

1. That this cause was properly filed in the office of the Clerk of the Circuit Court of Baldwin County, Alabama on, to-wit, March 26, 1971; and further that personal service was properly had upon the Defendant in this cause on, to-wit, March 28, 1971.

2. That the Defendant in this cause has failed to file any responsive pleadings within the time allowed by law.

WHEREFOR Plaintiff moves this Honorable Court to grant default judgement in favor of Plaintiff and against Defendant in this cause for the sum of Six Hundred One Dollars and Fifty One Cents (\$601.51), plus interest thereon.

MERRILL & HARRISON

BY: 

Attorneys for Plaintiff

FILED

MAY 4 1971

EUNICE B. BLACKMON CIRCUIT CLERK

*Presented to
Judge - No Action
taken 5-5-71*

MERRILL & HARRISON

ATTORNEYS AT LAW

119-A SOUTH OATES STREET

DOTHAN, ALABAMA 36301

A. K. MERRILL (1885-1952)

G. M. HARRISON

G. M. HARRISON, JR.

P. O. BOX 1805

PHONE (205) 792-0061

March 19, 1971

Mrs. Eunice Blackmon
Clerk
Circuit Court
Baldwin County, Alabama
Bay Minnett, Alabama

9771

RE: Helena Chemical Company-
S. E. Inc., vs. Styron

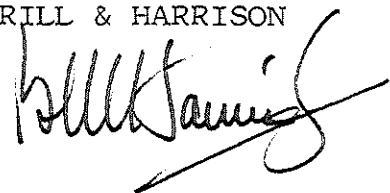
Dear Mrs. Blackmon:

Please file the enclosed complaint on our behalf and
notify me when service has been obtained on the Defendant.
Your cooperation and assistance are appreciated.

Very truly yours,

MERRILL & HARRISON

BY:



GMHjr/lp

Enclosure

\$ 2601.51

Tampa, Florida April 6, 1970, 19 70

The undersigned (and if more than one, each of them jointly and severally), promises to pay to the order of

HELENA CHEMICAL COMPANY—SOUTHEAST

the principal sum of Two thousand, six hundred one and 51/100 Dollars,

at its office at Tampa, Florida, with interest thereon from date hereof at the rate of 12 % per annum; said principal and interest to be paid in the following manner:

\$ 2601.51 on the 1st day of June, 19 70,

\$ _____ on the _____ day of _____, 19 _____,

\$ _____ on the _____ day of _____, 19 _____,

until the entire principal sum is paid in full. Interest at the rate aforesaid on the principal amount remaining from time to time unpaid shall be paid on the date of each payment of principal and in addition to said principal payments; except that interest shall be payable at the rate of ten percent per annum after any default. The Maker shall have the privilege and option, at any time, to pay off the entire principal remaining unpaid, or any part thereof, together with interest thereon to date of payment only.

If default be made in the payment of any instalment of principal or any interest as above provided, the amount of the principal of this note remaining unpaid at the time of such default, together with all interest then accrued, shall, at the option of the holder or holders of this note become and be due and payable.

Each maker, endorser, and other party liable hereon, jointly and severally, promises and agrees to pay all costs of collection incurred in enforcing this note, including a reasonable attorney's fee, and each specifically waives presentment, demand, protest and notice of dishonor and consents and agrees to any and all extensions and renewals, in whole or in part, and all delays in time of payment which the holder hereof may grant or permit from time to time, without limitation and without any notice to or further consent of any such party.

Due: Gulf Flying Service Inc.

Address: Foley, Alabama

Sam Styron Pres (SEAL)

Betty Styron (SEAL)

MERRILL & HARRISON

ATTORNEYS AT LAW

119-A SOUTH OATES STREET

DOTHAN, ALABAMA 36301

A. K. MERRILL (1885-1952)
G. M. HARRISON
G. M. HARRISON, JR.

P. O. BOX 1805
PHONE (205) 792-0061

May 25, 1971

Mrs. Eunice B. Blackmon
Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama 36507

RE: Helena Chemical Company
vs. Sam Styron
Case No. 9771

Dear Mrs. Blackmon:

I am in receipt of the certificate of judgement in the above cause giving us a judgement against the Defendant in the sum of \$665.73. I would like to take this opportunity to thank both you and Judge Mashburn for your courtesy and assistance in this matter.

Our local procedure here in Houston County is to issue execution on a judgement at the expiration of ten (10) days. If that practice obtains in Baldwin County, I would appreciate your issuing execution on our judgement as soon as permissible. If and when the Sheriff has made levy, I would likewise appreciate his advising me thereof so that we may bring this matter to a conclusion. Again I would like to thank both you and the Judge for your assistance and if I can be of any assistance to you in Houston County, please feel free to give me a call.

Very truly yours,

MERRILL & HARRISON

BY: 

GMHjr/lp

CC: Mr. John Thomas