

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Reynolds Boats, Inc., a corporation; Edward L. Gudmundson and Katherine B. Gudmundson to appear within thirty days from the service of this writ in the Circuit Court, to be held for said county at the place of holding the same, then and there to answer the complaint of B. I. Reynolds.

WITNESS my hand this 4th day of August, 1971.

Eunice B. Blackmon
Clerk

Defendants may be served at Fairhope.

* * * * *

B. I. REYNOLDS,

Plaintiff,

VS.

REYNOLDS BOATS, INC., EDWARD
L. GUDMUNDSON and KATHERINE B.
GUDMUNDSON,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

9971

C O M P L A I N T

COUNT ONE

Plaintiff claims of the defendants Ten Thousand Five Hundred Dollars (\$10,500.00) due by promissory note made by them on the 29th day of May, 1968, and payable in three equal annual installments, plus interest at the rate of six percent (6%) per annum on the unpaid balance the first payment being due on or before May 29, 1969, and annually on the same date thereafter until paid in full, with interest thereon. Plaintiff avers that in and by the terms of the said note the defendants agreed to pay all costs of collecting or securing or attempting to collect or secure the said note, including a reasonable attorney's fee, which fee plaintiff avers to be \$1500.00 and which he herewith claims.

FILED

AUG 4 1971

EUNICE B. BLACKMON
CIRCUIT
CLERK

[Signature]
Attorney for Plaintiff

9971

B.S. Reynolds

vs.

Reynolds Boats Inc.
Edward L. Gudmundson
& Katherine B. Gudmundson

Fairhope

AUG 04 1971

FILED

AUG 4 1971

EUNICE B. BLACKMON CIRCUIT CLERK

J. R. Owens

Sheriff claims 210 miles at
Ten Cents per mile Total \$ 21.00
TAYLOR WILKINS, Sheriff
by Fred Selig
DEPUTY SHERIFF

Received 4th day of August 1971
and on 4th day of August 1971

I served a copy of the within 242

Reynolds Boats Inc & Katherine Gudmundson

Edward Gudmundson

By service on Reynolds Boats Inc, Edward Gudmundson, Inc.
Edward Gudmundson & Katherine Gudmundson

TAYLOR WILKINS, Sheriff

By Fred Selig D.S.

F. Selig

\$ 10,500.00

Fairhope

ALA.,

May 29 1968
REYNOLDS BOATS, INC.

SEE PAYMENT SCHEDULE ON BACK

after date without grace promise to pay to the order of

B. I. REYNOLDS

TEN THOUSAND FIVE HUNDRED AND NO/100

DOLLARS

for value received, in lawful money of the United States of America, with interest from 29 date May 1968
at the rate of SIX per cent per annum until paid.

Payable at designation of Payee

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all rights 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, suit 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. The bank at which this note is payable is hereby authorized to apply on or after maturity to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them. All suits for the collection of this note may be prosecuted in any county in this State that the payee or assignee elects.

Witness our hand and seal the 29th day of May 1968
REYNOLDS BOATS, INC.
Witness Ellie C. Reynolds

Witness

No. Due

By: Edward L. Spidmunder L. S.
Attest: William B. Spidmunder President
Secretary L. S.

THE COURT OF GENERAL SESSIONS
MOBILE COUNTY COURT HOUSE
MOBILE, ALABAMA 36602



Mrs. Alice J. Duck, Circuit Clerk
Baldwin County Court House
Bay Minette, Alabama 36507

Edward L. Hutchinson
Individually - Co-signer

William B. Hutchinson
Individually - Co-signer

Individually - Co-signer

Witness - Elsie Reynolds

Payment schedule:

The entire amount to be paid in three (3) equal annual installments plus interest at the rate of 6% per annum on the unpaid balance, the first payment being due on or before one (1) year from date hereof and annually on the same date thereafter until paid in full.

Each endorser, whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payment of within note, and agrees that said endorsement shall remain good and binding until said note is fully paid.

The enclosed papers numbered from 1 to 7, include all the original papers in the case of Mobile Adjustment Service, Inc. VS Hugh Quinn, Case No. 90710.

J. D. Richardson

Clerk of The Court of General Sessions of Mobile County, Alabama