STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons GEORGE BOLAR, DAPHNE, ALABAMA, to be and appear before the Circuit Court of Baldwin County, Alabama within thirty (30) days from service hereof, and answer, plead or demur to the complaint of Kerr McGee Chemical Corporation, a corporation.

Witness my hand, this 2 day of March, 1972.

Suntel B Blackmon

KERR MCGEE CHEMICAL CORPORATION, a * IN THE CIRCUIT COURT OF corporation. * BALDWIN COUNTY, ALABAMA

Plaintiff * AT LAW

VS

GEORGE BOLAR, * CASE NO. (10,22)/

Defendant *

COUNT 1

Plaintiff claims of the defendant the sum of TWO THOUSAND, FIVE HUNDRED AND SIX DOLLARS AND THIRTY-FIVE CENTS (\$2,506.35), due by promissory note, made by the defendant to the plaintiff on the 8th day of April, 1969, and due on the 1st day of December, 1969. Plaintiff alleges that said note and sum, together with interest thereon, is due and payable.

COUNT 2

The plaintiff claims of the defendant the sum of TWO THOUSAND, SEVEN HUNDRED FIFTY DOLLARS AND EIGHT CENTS (\$2,750.08) for goods, merchandise, and chattels, sold to the defendant by the plaintiff from January 29, 1968 until the 23rd day of August, 1971, which sum of money together with interest thereon, is due and unpaid.

The plaintiff claims of the defendant the sum of TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND EIGHT CENTS (\$2,750.08), on the account stated between the defendant and the plaintiff from the 29th day of January, 1968 until the 23rd day of August, 1971, which sum of money with interest thereon is due and unpaid.

Attorney for the Plaintiff

I acknowledge myself for security for the cost in this cause.

Attorney for the Plaintiff

FILED

MAR 7 1972

EUNICE B. BLACKMON CIRCUIT

10,271 (5-16) Kerr. M'See Chemical losg. a cosp-George Boler

Jackson W. Stokes

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summons GEORGE BOLAR, DAPHNE, ALABAMA, to be and appear before the Circuit Court of Baldwin County, Alabama within thirty (30) days from service hereof, and answer, plead or demur to the complaint of Kerr McGee Chemical Corporation, a corporation.

Witness my hand, this 2 day of March, 1972.

Eurice & Plackmo

Defendant

COUNT 1

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Attorney for the Plaintiff

I acknowledge myself for security for the cost in this cause.

. /

FILED

MAR 7 1972

LUNICE B. BLACKMON CIRCUIT

POST OFFICE BOX 356

TELEPHONE AREA CODE 205 897-2894

ATTORNEY-AT-LAW

Elba, Alabama 36323

March 6, 1972

Mrs. Eunice Blackmon Circuit Clerk Bay Minette, Alabama

Re: Kerr McGee Chemical Corporation

Vs: Bolar

10,271

Dear Mrs. Blackmon:

Enclosed herewith is the original and two copies of the Summons and Complaint in the foregoing styled cause. Please fild and hand to the Sheriff for service. When service is perfected, please advise as to the date.

Thanking you and with my regards, I am,

Sincerely,

Jackson W. Stokes

JWS:gs

Enclosures

DALEVILLE OFFICE: STOKES & NOMBERG P. O. BOX 652 DALEVILLE, ALABAMA 36322

> TELEPHONE \$598.6261 598.6262 JACKSON W. STOKES JOEL M. NOMBERG

STOKES & GROCHOLSKI

Jackson W. Stokes Allen Grocholski ATTORNEYS AT LAW
STOKES BUILDING - 105 SOLTH COURT STREET
ELBA. ALABAMA 36323
June 18, 1974

TELEPHONE
AREA CODE 205
897-2894
OR 897-6824
POST OFFICE BOX 356

Mrs. Eunice Blackmon Circuit Clerk County Courthouse Bay Minette, Alabama

Re: Kerr McGee Chemical Corp. Vs. George Bolar #10,271

Dear Mrs. Blackmon

Please issue execution in the above matter on the lands hereinafter described.

The SW% of the NE% of the NE%, and the East ½ of the NW% of the NE% of Section 23; the South ½ of the NE% of the SE% of the SW% of Section 12; the South ½ of the SE% of the SW% of Section 12, all in Township 5, Range 2 and containing 55 acres, more or less.

Thanking you and with my regards, I am

Sincerely,

STOKES & GROCHOLSKI

Jackson W. Stokes

JWS/jp

DALEVILLE OFFICE: STOKES & NOMBERG P. O. DRAWER 70 DALEVILLE, ALABAMA 36322

TELEPHONE (598-6261

JACKSON W. STOKES JOEL M. NOMBERG

10,271

POST OFFICE BOX 356

Jackson W. Stokes

TELEPHONE AREA CODE 205 897-2894

ATTORNEY-AT-LAW

Elba, Alabama 36323

June 7, 1972

Mrs. Eunice Blackmon Clerk Court House Bay Minette

Re: Kerr McGee Chemical Corp.

Vs: George Bolar

Dear Miss Eunice:

Please issue execution in the foregoing styled cause on the judgment taken April 14, 1972.

Thanking you and with my regards, I am,

Sincerely,

Jackson W. Stokes

JWS:gs

cc: Mr. B. C. Miller, Kerr McGee Chemical Corporation

DALEVILLE OFFICE: STOKES & NOMBERG P. O. BOX 652 DALEVILLE, ALABAMA 36322

TELEPHONE { 598-6261 598-6262 JACKSON W. STOKES JOEL M. NOMBERG

KERR McGEE CHEMICAL * IN THE CIRCUIT COURT OF CORPORATION, a corporation

PLAINTIFF * BALDWIN COUNTY, ALABAWA

VS * AT LAW.

GEORGE BOLAR * CASE NO. 10,271

DEFENDANT *

TO THE HONORABLE TELFAIR MASHBURN, JUDGE OF THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA, IN EQUITY, SITTING:

Comes George Bolar, defendant in the above styled cause and respectfully moves this Honorable Court to correct the record in the above styled cause and as grounds for said record respectfully shows unto your Honor and this Honorable Court as follows:

- 1. That at the time the said default judgment was granted in the above styled cause your said defendant was paying Kerr McGee Chemical Corporation at their P. O. Box 26281, Oklahoma City, Oklahoma 73126.
- 2. That an effort was made with the Honorable Jackson W. Stokes attorney for said corporation to obtain a corrected amount showing accurately the balance due on the deby, all to no avail.

WHEREFORE your said defendant attaches hereto a xerox copy of the balance due on the account in that no credits have been given against the judgment erroneously and fraudulently obtained by said plaintiff by failing to correctly state the amount of the debt, and respectfully moves this Honorable Court to reduce the said judgment of record to the amount shown on the attached statement as a balance due between the parties to this cause.

Respectfully Submitted,

FILED

JUL8 1974

U. Lewoir Thompson Attorney for Defendant P. O. Box 359

Bay Minette, Alabama 36507

EUNICE B. BLACKMON CIRCUIT

I hereby certify that I have this the <u>Say</u> of July, 1974, served a copy of the foregoing motion on Honorable Jackson W. Stokes, Attorney at Law, P. O. Box 356, Elba, Alabama 36323, Attorney for Plaintiff, by depositing a copy of same in the United States Mail postage prepaid.

Attorney for Defendant



CUSTOMER INVOICE-STATEMENT

CUSTOMER NUMBER

40 02 18

STATEMENT DATE

TOTAL BALANCE

GEORGE-BOLAR

ROUTE 2 80% 325 A.

36526

KERR-McGEE CHEMICAL CORP.

PLOASE MAKE PAYMENT TO

POST OFFICE BOX 26281

OKLAHOMA CITY, OKLAHOMA 73126

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NOTICE: SEE REVENUE SIDE FOR IMPORTANT INFORMATION

BALARCE

13800.00

HIS MONTH'S FURCHASES

KERR MAGGE CHEMICAL CORF. POST OFFICE BOX 26721 ORLAHOMA CITY, ORLAHOMA 73120

ALTHARRUD AUG TAUGMA

PURCHASES

KERR McGEE CHEMICAL CORPORATION, a corporation IN THE CIRCUIT COURT OF

PLAINTIFF

BALDWIN COUNTY, ALABAMA

VS

AT LAW.

GEORGE BOLAR

CASE NO. 10,271

DEFENDANT

Comes the defendant in the above styled cause and files this his motion that the said Kerr McGee furnish to the said defendant an itemized statement of all charges and credits on defendant's account.

Attorney for Defendant P. O. Box 359 Bay Minette, Alabama 36507

I hereby certify that I have this the _____day of July, 1974, served a copy of the foregoing motion on Honorable Jackson W. Stokes, Attorney at Law, P. O. Box 356, Elba, Alabama 36323, Attorney for Plaintiff, by depositing a copy of same in the United States Mail postage prepaid.

FILED

JUL # 0 1974

STOKES & GROCHOLSKI

ATTORNEYS AT LAW

Jackson W. Stokes Allen Grocholski stokes building - 105 south court street Elba. Alabama 36323 July 22, 1974 TELEPHONE
AREA CODE 205
897-2894
OR 897-6824
POST OFFICE BOX 356

Mrs. Eunice Blackmon Circuit Clerk County Courthouse Bay Minette, Alabama 10,271

Re: Kerr McGee Vs. George Bolar

Dear Mrs. Blackmon:

Please file the enclosed answer. I have furnished Mr. Thompson with a copy of same.

Thanking you and with my regards, I am

Sincerely,

STOKES & GROCHOLSKI

Jackson W. Stokes

JWS/jp

DALEVILLE OFFICE:
STOKES & NOMBERG
P. O. DRAWER 70
DALEVILLE, ALABAMA 36382

TELEPHONE 598-6261

Jackson W. Stokes Joel M. Nomberg IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA

KERR McGEE CHEMICAL CORPORATION,
a Corporation,

Plaintiff,

VS.

CIVIL ACTION NO.10,271

GEORGE BOLAR,

Defendant

Comes now the Plaintiff in the foregoing styled cause and for answer to the petition in this cause, the Plaintiff says as follows:

- Plaintiff neither admits nor denies the allegations of Paragraph One of the petition.
- 2. For answer to paragraph two of the petition in this cause, the Plaintiff alleges that the original suit in this cause was in two counts, one count claiming the sum of two thousand, five hundred six and 35/100 dollars (\$2,506.36), due by promissory note, a copy of same being attached hereto and made a part hereof, together with an itemized accounting of the balance due on said note. That the other count of said complaint was based on an open account between the Plaintiff and the Defendant claiming the sum of Two thousand, seven hundred fifty and 08/100 Dollars (\$2,750.08), and Plaintiff attaches hereto and makes a part hereof, with reference prayed, an accounting of said open account.

The Defendant in this cause attached hereto and makes a part of his petition a customer invoice statement showing the balance due to be one thousand, five hundred and 08/100 dollars (\$1,500.08), and the attached documents to this answer show such invoice to be true on the open account.

Attorneys for Plaintiff

I hereby certify that I have this date furnished a copy of the foregoing to Hon. C. LeNoir Thompson, Attorney for the Defendant, at P. O. Box 359, Bay Minette, Alabama 36507,

F/Lthis 22nd day of July, 1974.

JUL 23 1974

Attorneys for Plaintiff

EUNICE B. BLACKMON CIRCUIT

Δ

NAME ADDRESS GEORGE BOLAR DAPHINE, ALABAMA 2137107

40-02-18

DATE_____

DATE	REFERENCE NUMBER	DEBIT	CREDIT	BALANCE	PROOF	
1-29-68	16648	204.75		204.75		<u> </u>
1-29	16647	207.45	,	412.20		:
1-30	16646	206.10		618.30		
1-27	16650	221.48	,	839.78		
1-2	16412	113.60		953.38		
2-9	1317	238.50		1191.88		
2-1	17514	215.33		1407.21		
1-30	17515	212.69		1619.90		900 fe
2-1	17516	204.08		1823.98		e. E.S.
1-30	17517	191.93		2015.91		EX
2-6	1319	148.88		2164.79		
2-5	1320	182.70		2347.49		
2-17	1525	320.10		2667.59		
2-16	1526	203.40		2870.99		
2-17	1527	30.42		2901.41		:
3–4	2745	38.75		2940.16	•	F****.
3-4	2744	234.58		3174.74		1.25
3-5	2743	221.34	,	3396.08		in the
3–6	2742	281.00		3677.08		
3-7	2741	175.97		3853.05		
3-8	3177	181.80		4034.85		
3-25	5260	69.00		4103.85		*
3-2	6240	213.25		4317.10		- 1
3-29	6241	111.10		4428.20		
4-26	6242	170.60		4598.80		
4-26	10295	31.40		4630.20		ie.
5-8	11086	70.53		4700.73		
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KERR-MCGEE GNEWIGAL BOMR

KM-1988

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GEORGE BOLAR

NAME

ADDRESS

page 2

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DATE	 	

DATE	REFERENCE NUMBER	DEBIT	CREDIT	BALANCE	PROOF	(5-15- 15-15- 164-)
8-13	38558	100.00	-	6351.61		S-0
9-24	39522	183.43		6535.04		
10-7	40653	223.98		6759.02		
8-14	43286		40.00	6719.02		
11-23	SC	64.95		6783.97		
12-23	sc	67.84		6851.81		
1-11-69	95		1200.00	5651.81		
1-31	129		106.25	5545.56		9
1-23	sc	51.38		5596.94		
2-23	SC	51.90		5648.84		1
3-23	sc	52.41		5701.25		-
4-23	138		3205.33	2495.92		
4-23	138		2000.00	495.92		
4-23	sc	.89		496.81		
5-23	sc	.89		497.70		
425	110945	256.08		753.78	÷	
4-25	110947	20.00		773.78		
11-23	FC	7.74		781.52		
12-23	FC.	2.82		784.34		5/74
12-17	101562		500.00	284.34		1.
1-23-70	FC	2.84		287.18		:
1-30	101571		500.00	(212.82)		!
2-9	001721		500.00	287.18		
3-4	319930	199.98		487.16		1
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3-26	320008	184.37		1246.80		F7.0.
4-16	320162	202.28		1449.08		[7]
4-16	320163	178.08		1627.16		2 %
4-16	320175	207.45		1834.61		
3-23	342767	221.50		2056.11		
3-23	342768		382.10	1674.01		
5-6	320289	113.00		1787.01		:
5-11	320322	889.41		2676.42		20. v
5-11	320323	222.55		2898.97		<u>.</u>
3-4	381240		190.76	2708.21		:
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8-23	FC	29.36	,	2964.86		· P

NCR paper



KERR-MCGEE GHERMORE GOAR

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KM-1988

ADDRESS

Page 3

AMOUNT	
DATE	

DATE	REFERENCE NUMBER	DEBIT	CREDIT	BALANCE	PROOF
9-23-70	FC	29.65	-	2994.51	
10-23	FC	29.95		3024.46	
11-23	FC	30.24		3054.70	
12-08	155918		1000.00	2054.70	
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12-23-70	FC	25.55		2580.25	
1-23-71	FC	20.64		2600.89	
2-23	FC	20.81		2621.70	
3-23	FC	20.97	٠.	2642.67	
4-23	FC	21.14		2663.81	
5-23	FC	21.31		2685.12	
6-23	FC	21.48		2706.60	
7-23	FC	21.65		2728.25	
8-23	FC	21.83		2750.08	
4-26	162683		450.00	2300.08	
6-15-73	205871		400.00	1900.08	
11-8-73	227981	`	400.00	1500.08	
			10000	2500.00	
STATE OF I	MISSISSIPPI	*******************************			
COUNTY OF	HINDS	*			
Personally	y appeared before	me, the unders	igned authority	in and for said coun	ty in eaid
State, B.	C. Miller, who i	s known to me a	nd who being by	me first duly sworn,	yoluntarily
deposes ar	nd says on oath a	s follows: Tha	t the within acc	ount against above d	htor in the
amount of	\$1,500.08 is jus	tly due Kerr-Mc	Gee Chemical Cor	p., a corporation in	corporated by
and under	the laws of the	State of Delawa	re. of which cor	poration he is Region	nal Credit
Manager, a	and that he has	ersonal knowled	ge of the correc	tness of the same af	er the
allowance	of all credits t	o which such de	btor is entitled		-02 -0.10
			15.0.11	eller	
***	and the street of the street o	Marketing and the same of	of said Kerr	-McGee Chemical Corp.	· · · · · · · · · · · · · · · · · · ·
•					•
Subscribed	d and sworn to be	fore me this	17 th/, day of	Quely	_, 1974.
				1	
My Comm.	Expires Oct. 26, 1976			ke See	
			NOTARY PUBLIC		
	,			- 1	
				- Company	•
			To the Administra	~	
NPD .					

ADDRESS

2137107 GEORGE BOLAR Route 2 DAPHNE, ALABAMA

DATE.

Promissory Note # 119 @ 8% per year

	I LUMILUS	Oly Note # 119	e ow ber year	Due December 1, 190	9
DATE	REFERENCE NUMBER	DEBIT	CREDIT	BALANCE	PROOF
3-26-70 3-26-70 4-16-70 4-17-70 4-17-70 5-1-70 5-1-70 6-22-71 6-22-71	Note # 120 Interest 101594 Interest 101595 Interest 101601 Interest 155970 From 6-22-71 To	3,384.96 71.09 .67 8.74 240.25	71.09 346.53 190.76 222.16 500.00	3,384.96 3,456.05 3,384.96 3,038.43 3,039.10 2,848.34 2,857.08 2,634.92 2,875.17 2,375.17	
	USSISSIPPI HINDS	131.10		2,506.35	

Personally appeared before me, the undersigned authority in and for said county, in said State, B. C. Miller, who is known to me and who being by me first duly sworn, voluntarily deposes and says on oath as follows: That the within account against above debtor, in the amount of \$2,506.35 is justly due Kerr-McGee Chemical Corp., a corporation incorporated by and under the laws of the State of Delaware, of which corporation he is Regional Credit Manager, and that he has personal knowledge of the correctness of the same after the allowance

of all credits to which such debtor is entitled.

<u> </u>	7 <u>,7, C</u>		Allin	/	
of	said	Keri	-McGee	Chemical	Corn.

Subscribed and sworn to before me this

My Comm. Expires Oct. 26, 1976

NOTARY PUBLIC

NCR paper

KERR-MCGEE CHEMOAL CORP.

REGIONAL OFFICE

Nº 119

7110-00501

	2 300	NAME 186		, 19 <u></u> ,
	Moldy 1	ADDRESS	CONTRACT MARKET MICHAEL STUDY WILLIAM P	
INVOICE NO.	DATE	QUANTITY	description of product	AMOUNT
78-98-444	Martin advantage of the second			\$
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			A CONTRACTOR OF THE PROPERTY O	
				THE RESIDENCE OF THE PERSON OF
		1	TOTAL	: \$
		a various signification of the Committee Authority (Astronomical Astronomical Astro	CARRYING CHARGES, IF ANY, ACCRUED TO DATE	
			TOTAL above described products and garees to pay for the same	
·				
	CUSTOMER			
Nº 119			DMISSORY NOTE Secured By Real Est Mortgag	e L Agreement
Nº 119				e L Agreement
• • • • •		13/11/1/ A. I. GITY	Secured By Mortgag Mortgag STATE DATE	S 19 4 5
DECEMBLE	- 1 14 6 4	2017 11 A Z	Secured By Mortgag Mortgag	R-McGEE CHEMICAL
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DECTIONS AND	C / /// G OKLAHOMA CIT O /// REK //	2017 11 A Z	Secured By Mortgag STATE DATE ecceived, I, we, or either of us promises to pay to the order of KER to other place as the mulbr control of the sum of the order o	R-McGEE CHEMICAL
CORP, at its offices at Control of the seller except on (1) that he will make n	OKLAHOMA CIT OF THE TO ITHERE T	after date for value re Y, OKLAHOMA, or at such (1111) w 1 D F 16 11 at the rate of finite products purchased by the products for which this is thereof was as represented and resulting from any delay	Secured By Mortgag STATE DATE ecceived, I, we, or either of us promises to pay to the order of KER to other place as the mulbr control of the sum of the order o	R-McGEE CHEMICAL (
CORP. at its offices at a structure of the soller except on (1) that he will make no of consideration will be results to be obtained the The undersigned, and tion laws now or hereaft notice of non-payment.	OKLAHOMA CIT OF THE	after date for value ready, OKLAHOMA, or at such at the rate of at the products purchased by the products for which this is thereof was as represented and resulting from any delayion on this instrument, and guarantors hereof severally; state where judgment may default be made in the payor	Secured By Mortgag STATE Secured By Mortgag STATE DATE DATE Other place as the number formula Syrkink threat, the sum of the undersigned from Kerr-McGee Chemical Corp. Fish of the understrument is given, and that such products were purchased without upon the seller's labels applicable to such products. Each of the in the delivery to or the use by the undersigned of such product.	R-McGEE CHEMICAL (
interest thereon from This note is given it edges his purchase and t from the seller except on (1) that he will make n of, consideration will be results to be obtained the The undersigned, an tion laws now or hereaft notice of non-payment, otherwise established by	OKLAHOMA CIT'S OKLAHOMA CIT'S OKLAHOMA CIT'S OKLAHOMA CIT'S OKLAHOMA CIT'S OKLAHOMA CIT'S OKLAHOMA OF COURT OKLAHOMA CIT'S OKLAHOMA CIT	after date for value re Y, OKLAHOMA, or at such (1971) **L.D.	secured By Mortgag Secured By Mortgag STATE DATE DATE To other place as the holder with the order of KER is other place as the holder with the order of KER is other place as the holder with the order of KER is other place as the holder with the order of KER is other place as the holder with the order of KER is other place as the holder with the order of KER is other continued to the sum of the undersigned from Kerr-McGee Chemical Corp. Fich of the under instrument is given, and that such products were purchased without upon the seller's labels applicable to such products. Each of the in the delivery to or the use by the undersigned of such product (3) that such products were purchased without warranty expression. (1) waive all benefits available to them under any homestead, expected hereon. (2) waive presentment for payment, protest, ment hereof to pay all costs of collection, and a reasonable attoring the order of the payment.	R-McGEE CHEMICAL (
CORP, at its offices at a continuous service of non-payment, otherwise established by out prejudice to the hole.	OKLAHOMA CITE OF THE CALL OF T	after date for value re Y, OKLAHOMA, or at such (1971) **L.D.	secured By Mortgag Secured By Mortgag STATE DATE DATE To other place as the holder with the order of KER is other place as the holder with the order of KER is other place as the holder with the order of KER is other place as the holder with the order of KER is other place as the holder with the order of KER is other place as the holder with the order of KER is other continued to the sum of the undersigned from Kerr-McGee Chemical Corp. Fich of the under instrument is given, and that such products were purchased without upon the seller's labels applicable to such products. Each of the in the delivery to or the use by the undersigned of such product (3) that such products were purchased without warranty expression. (1) waive all benefits available to them under any homestead, expected hereon. (2) waive presentment for payment, protest, ment hereof to pay all costs of collection, and a reasonable attoring the order of the payment.	R-McGEE CHEMICAL (19 12) with (70) per year, resigned hereby acknowlet warranty of any kind the undersigned agrees: (2) that no failure is or implied as to the ecution or other exempnotice of protest and ney's fee which, unless or after maturity with-