
Loveman, Joseph & Loeb, :
a corporation, :
Plaintiff, :
-vs- :
Sibley Land Company, Inc., :
a corporation, :
Defendant. :

IN THE CIRCUIT COURT OF BALDWIN COUNTY,
ALABAMA.
SPRING TERM, 1916.

Comes the plaintiff in the above styled cause and shows to the Court that judgment was rendered in its favor in this cause on May 22nd, 1916, for \$2,908.19; that on the trial of this cause, the plaintiff introduced in evidence four promissory notes, which notes are described in the complaint filed in this cause, and copies of which notes are hereto attached, made a part hereof and marked Exhibit "A"; that while the said notes were executed by Sibley Land Company, Inc., the defendant, yet the said notes were endorsed by F. A. Wheelihan, and plaintiff desires to withdraw the said notes from the file in this cause in order that the same may be used in another jurisdiction in a case against F. A. Wheelihan, the endorser.

Wherefore, the premises considered, plaintiff respectfully moves the Court for leave to withdraw the four notes introduced in evidence in the above styled cause, having substituted therefor copies of the said notes as shown by Exhibit "A" hereto attached and made a part hereof.

Stevens M. Corvey & M. Loeb
Attorneys for Plaintiff.

State of Alabama,
Mobile County.

Before me, O.H. Swinson, a Notary Public in and for said State and County, personally appeared Gessner T. McCorvey, who is known to me, and who being first duly sworn deposes and says that he is one of the attorneys for Loveman, Joseph & Loeb, a corporation, the plaintiff in the above styled cause; and that the facts stated in the foregoing motion are true and correct.

Gessner T. McCorvey

Subscribed and sworn to before me this 25th day of May, 1916.

not 5/25/16
E. Gaudin
and

O. H. Swinson
Notary Public, Mobile County, Alabama.

Exhibit "A"..

\$477.46

Chicago, Ill., Feby 15, 1912.

Ninety Days after date, we promise to pay to the order of Edna D. Sibley, Four hundred seventy-seven & 46/100 Dollars. value received

At Birmingham, Ala. At rate of 6% per annum.

The right of exemption is hereby waived, as provided in Constitution and laws of the State of Alabama or any other State in the United States, and it is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee.

Sibley Land Company Inc. (L.S.)

by F. A. Wheelihan, Pres.(L.S.)

Endorsed on back as follows:

F. A. Wheelihan,
Edna D. Sibley,
Chas. S. Sibley

\$477.47

Chicago, Ill., Feby 15th, 1912.

Six Months after date we promise to pay to the order of Edna D. Sibley, Four hundred seventy-seven & 47/100 Dollars. value received

At Birmingham, Ala. At rate of 6% per annum.

The right of exemption is hereby waived, as provided in Constitution and laws of the State of Alabama or any other State in the United States, and it is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee.

Sibley Land Company Inc. (L.S.)

by F.A. Wheelihan, Pres. (L.S.)

Endorsed on back as follows:

Protest is hereby waived,
F. A. Wheelihan,
Edna D. Sibley,
Chas. S. Sibley.

\$477.47

Chicago, Ill., Feby 15, 1912.

Nine months after date we promise to pay to the order of Edna D. Sibley, Four hundred seventy-seven & 47/100 Dollars. value received. At Birmingham, Ala. At rate of 6% per annum.

The right of exemption is hereby waived, as provided in Constitution and laws of the State of Alabama or any other State in the United States, and it is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee.

Sibley Land Company, Inc. (L.S.)

By F. A. Wheelihan, Pres. (L.S.)

Endorsed on back as follows:

F. A. Wheelihan,
Edna D. Sibley,
Chas. S. Sibley.

\$477.47

Chicago, Ill., Feby. 15, 1912.

One year after date we promise to pay to the order of
Edna D. Sibley, Four hundred seventy-seven & 47/100 Dollars.
value received

At Birmingham, Ala., at rate of 6% per annum.

The right of exemption is hereby waived, as provided in
Constitution and laws of the State of Alabama or any other State
in the United States, and it is further agreed that the undersigned
shall pay all costs of collection, including a reasonable attorney's
fee.

Sibley Land Company, Inc. (L.S.)

by F.A. Wheelihan, Pres. (L.S.)

Endorsed on back as follows:

F. A. Wheelihan,
Edna D. Sibley,
Chas. S. Sibley.

10.
Foreman, Joseph Abel

Mr.

Willie David Cox, Jr.

Motion for leave to
withdraw notes introduced
in evidence.

Filed: May 26, 1946.

W. B. Williams

Black.

STEVENS, McCORVEY & McLEOD

ATTORNEYS AT LAW

505-7 CITY BANK BUILDING

MOBILE, ALA.