

2235

THE STATE OF ALABAMA,
BALDWIN COUNTY,

SUMMONS

TO ANY SHERIFF OF THE STATE OF ALABAMA, - GREETING:

You are hereby commanded to summon, MIKE KAISER & SONS, a partnership composed of JOHN KAISER, MIKE KAISER and MIKE KAISER, JR., to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in the Circuit Court of Baldwin County, Alabama, at Bay Minette, against MIKE KAISER & SONS, a partnership composed of JOHN KAISER, MIKE KAISER and MIKE KAISER, JR., by THOMPSON SALES COMPANY.

Witness my hand this the 20th day of April, 1954.

Reice J. Quack
Clerk

.....

COMPLAINT

THOMPSON SALES COMPANY,

PLAINTIFF

VS:

MIKE KAISER & SONS, a partnership
composed of JOHN KAISER, MIKE
KAISER and MIKE KAISER, JR.,

DEFENDANTS

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

The Plaintiff claims of the Defendants, the sum of NINE HUNDRED FIFTY SEVEN & 90/100 DOLLARS (\$957.90), due by promissory note made by them on the 1st day of January, 1953, and payable on the 1st day of November, 1953, with interest thereon at the rate of six (6%) per annum, and after maturity at the rate of eight per cent (8%) per annum until paid.

Said note waives all right of exemption under the Constitution and Laws of the State of Alabama, or any other state, as to personal property, and said note also provides for a reasonable attorney's fee, which plaintiff alleges to be \$200.00.

Wm. J. Quack
Attorney for Plaintiff

The defendants live near Elberta,
Alabama.

There is attached and made a part hereof,
an affidavit of a partner of the company,
sworn to before a notary public, which shows
the amount due as of April 17, 1954.

Wm. J. Quack

The STATE OF ALABAMA,)
MONTGOMERY COUNTY.)

D. E. Thompson, Jr., first being duly sworn, deposes and says as follows:

That he is a partner of the THOMPSON SALES COMPANY, Montgomery, Alabama; that he knows that on January 1, 1953, MIKE KAISER & SONS executed a promissory note, in the principal amount of NINE HUNDRED FIFTY SEVEN & 90/100 DOLLARS (\$957.90), due and payable on November 1, 1953, with interest from date at the rate of six per cent (6%) per annum, and after maturity at the rate of eight per cent (8%) per annum, until paid. No payments of any kind have been made on this note.

Said note is a waive note and provides for a reasonable attorney's fee, and the THOMPSON SALES COMPANY has employed Forest A. Christian, Attorney, Foley, Alabama, to collect this note.

That there is a balance of NINE HUNDRED FIFTY SEVEN & 90/100 DOLLARS (\$957.90), plus accrued interest due on said note, after allowing all just credits.

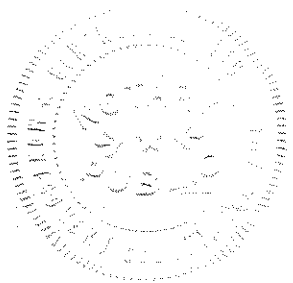
D. E. Thompson, Jr.
Affiant

Sworn to and subscribed before me,
a notary public in and for Montgomery
County, Alabama, this the 17th day of
April, 1954.

Gertrude B. Hitch
Notary Public

My commission expires: February 4, 1957

Affix Seal:



1102233

a copy of the within
on Mike Kaiser
Mike Kaiser Jr
By service on John Kaiser

TAYLOR VILKINS, JUDGE
By Elleigh Steadham D.S.

SUMMONS AND COMPLAINT

THOMPSON SALES COMPANY,

PLAINTIFF

VS:

MIKE KAISER & SONS, A PARTNERSHIP
COMPOSED OF JOHN KAISER, MIKE
KAISER AND MIKE KAISER, JR.

DEFENDANTS

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

FILED
APR 23 1954
JUDGE J. BUCK, CLERK

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Each endorser or guarantor of this note hereby waives all right of exemptions as to personal property and agrees to pay a reasonable attorney's fee for collecting or attempting to collect this debt; also waives notice of demand, and non payment and of protest; and we agree to be bound by all of the stipulations of the within note. 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 endorsers or guarantors, or either or any of them.

IN ACCOUNT WITH

THOMPSON SALES COMPANY

EXCLUSIVE PRODUCERS

CALPHOS

DISTRIBUTORS

AERO CYANAMID AERO DEFOLIANT BORAX

P. O. BOX 246

PHONE 3-2925

MONTGOMERY 1, ALA.

February 26, 1954

SOLD TO Mike Kaiser & Sons

ADDRESS Elberta, Alabama

10 Days

TERMS NET

Sept. 23, 1952

60 tons Calphos @ \$15.50
Sales Tax

\$930	00
27	90
<hr/>	
\$957	90

Feb. 15, 1954

Interest on note from Jan. 1, 1953
through Feb. 15, 1954 @ 6% to
maturity and 8% after maturity.

70	27
<hr/>	
\$1028	17

Note: The attached note given in settlement of
the account on January 1, 1953.

\$ 957.90

MONTGOMERY, ALA., January 1, 1953 19

November 1, 1953

AFTER DATE THE UNDERSIGNED PROMISE(S) TO PAY TO THE ORDER OF

***** THOMPSON SALES COMPANY *****

NINE HUNDRED FIFTY-SEVEN AND 90/100 ***** DOLLARS

With interest from date at the rate of 6 per cent per annum and after maturity at the rate of eight per cent. per annum until paid.

FOR VALUE RECEIVED, PAYABLE AT THE ALABAMA NATIONAL BANK OF MONTGOMERY

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 right of exemption under the Constitution and Laws of the State of Alabama or any other State, 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. And it is hereby agreed that the Bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt or any renewal or extension thereof, any funds in said Bank belonging to the maker, surety, endorser, guarantor or any one of them.

It is expressly understood and agreed that if this note or any part of it is not paid when due, then all other obligations then owing by the makers or endorsers of this note to the payee herein, whether evidenced by notes or not, shall become due and payable at once. The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent. per annum until maturity; and thereafter, interest at the rate of eight per cent. per annum until paid.

NO. _____

DUE _____

ADDRESS _____

Mike Daise & Sons (L. S.)
John Daise (L. S.)
_____ (L. S.)

YOUNG & SELDEN CO. BALTO.