

2409

STATE OF ALABAMA

BALDWIN COUNTY

Before me, Naomi M. Pilgrim, a Notary Public, in and for said State and County, personally appeared J. A. Corte, who is known to me and who, after being by me first duly and legally sworn, doth depose and say under oath as follows:

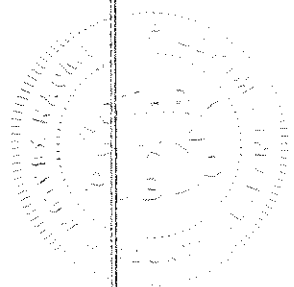
That his name is J. A. Corte; that he is one of the partners in the firm of A. A. Corte and Sons and as such is duly authorized to make this affidavit; that T. A. McKenzie, who is the defendant in that certain suit now pending in the Circuit Court of Baldwin County, Alabama, in which A. A. Corte and Sons is Plaintiff, is justly indebted by open account to the said A. A. Corte and Sons in the principal sum of Twenty-nine Dollars and Forty Cents (\$29.40), together with interest thereon at the rate of Six (6) per cent per annum since March 5, 1953; that such Defendant is justly indebted to said Plaintiff in said amount after allowing all just credits and offsets.

That said Defendant is also indebted to said Plaintiff in the sum of Eighty-two Dollars and Eight Cents (\$82.08), together with interest thereon since July 1, 1950, as evidenced by a promissory waive note executed by said Defendant to said Plaintiff on May 17, 1950, which amount together with interest thereon is due and unpaid.

Sworn to and subscribed
before me this 15th
day of ~~June~~, 1955.

A A Corte & Sons
By J A Corte

Naomi M. Pilgrim
Notary Public, Baldwin County, Alabama



A. A. CORTE & SONS',	I	
Plaintiff,	I	IN THE CIRCUIT COURT OF
vs.	I	BALDWIN COUNTY, ALABAMA
T. A. MCKENZIE,	I	AT LAW.
Defendant.	I	

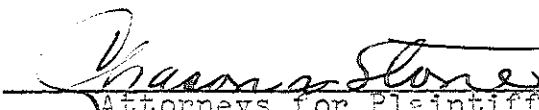
Comes the Plaintiff in the above styled cause, acting by and through Chason & Stone as its attorneys of record in said cause, and files this its motion for a judgment by default in said cause and shows unto the Court and unto your Honor as follows:

That a copy of the summons and complaint in said cause was served by the Sheriff of Baldwin County, Alabama, on the Defendant in said cause on October 26, 1954, and more than thirty days have elapsed since the service thereof and the Defendant has failed to plead, answer or demur as required by law.

That the Plaintiff sued on a Promissory Note for a principal of Eighty-two and 08/100 Dollars (\$82.08) with interest thereon since July 1, 1950, that such interest for four years and five months at the rate of 6% per annum would amount to Twenty-one and 73/100 Dollars (\$21.73), making a total principal and interest of One Hundred Three and 81/100 Dollars (\$103.81); that an attorney's fee of Fifteen Dollars (\$15.00) should be added to this amount making a total judgment on Count One of said complaint of One Hundred Eighteen and 81/100 Dollars (\$118.81).

That Count Two of said complaint was on open account for the sum of Twenty-nine and 40/100 Dollars with interest since March 5, 1953, that such interest for one year and nine months at 6% per annum would amount to Three and 08/100 Dollars (\$3.08), making a total due on the open account of Thirty-two and 48/100 Dollars (\$32.48).

Dated this 29th day of November, 1954.


Attorneys for Plaintiff.

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT - AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon T. A. McKenzie 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 same, then and there to answer the complaint of A. A. Corte & Sons'.

Witness my hand this 17 day of October, 1954.

Herice L. - [Signature]
Clerk.

A. A. CORTE & SONS',	I	
Plaintiff,	I	IN THE CIRCUIT COURT OF
vs.	I	BALDWIN COUNTY, ALABAMA
T. A. MCKENZIE,	I	AT LAW
Defendant.	I	

COUNT ONE:

The Plaintiff claims of the Defendant the sum of Eighty-two and 08/100 Dollars (\$82.08) due by Promissory Note made by him on May 17, 1950, and payable on July 1, 1950, with interest thereon, which sum of money together with the interest thereon is due and unpaid.

The Plaintiff further avers that in and by the terms of said note the Defendant waived as to this debt or the collection thereof all rights and exemptions under the Constitution and Laws of the State of Alabama as to personal property and the Plaintiff does hereby claim the benefit of said waiver.

The Plaintiff further avers that in and by the terms of said note the Defendant agreed to pay all costs of collection or attempting to collect said note including a reasonable attorneys' fee and the Plaintiff alleges that the sum of Twenty-five Dollars (\$25.00) is a reasonable attorneys' fee in this matter and further claims of the Defendant said sum as provided in said note.

COUNT TWO:

The Plaintiff claims of the Defendant the further and additional sum of Twenty-nine and 40/100 Dollars (\$29.40) due from him by account on, to-wit, March 5, 1953, which sum of money together with interest thereon is due and unpaid.

COUNT THREE:

The Plaintiff claims of the Defendant the sum of Twenty-nine and 40/100 Dollars (\$29.40) due from him for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to-wit, March 5, 1953, which sum of money together with interest thereon is due and unpaid.

FILED

10-12 1954

ALICE J. DUCK, Clerk

Yason Stone
Attorneys for Plaintiff.

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