

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA)  
BALDWIN COUNTY

IN THE CIRCUIT COURT OF BALDWIN  
COUNTY, ALABAMA.....LAW SIDE

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

You are hereby commanded to summons T.A. McKenzie to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of Foley Building Supply Company, a partnership composed of B.E. Eastburn, W.M. Patterson, and Clarice Patterson.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK

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COMPLAINT

FOLEY BUILDING SUPPLY COMPANY,  
A PARTNERSHIP COMPOSED OF B.E.  
EASTBURN, W.M. PATTERSON, AND  
CLARICE PATTERSON

Plaintiff

VS

T.A. MCKENZIE

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

COUNT ONE:

The plaintiff claims of the defendant One Hundred Sixty Dollars and Seventy-Nine Cents (\$160.79); due from him by account on the 29th day of September, 1952, which sum of money, together with interest thereon, is still unpaid.

COUNT TWO:

The plaintiff claims of the defendant One Hundred Sixty Dollars and Seventy-Nine Cents (\$160.79), due from him for merchandise, goods, and chattels sold by the plaintiff to the defendant on the 29th day of September, 1952, which sum of money, with the interest thereon, is still unpaid.

COUNT THREE:

The plaintiff claims of the defendant One Hundred Sixty Dollars and Seventy-Nine Cents (\$160.79), due from him on account stated between plaintiff and defendant on the 1st day of October 1953.

An itemized statement of account, verified by affidavit of plaintiff, is attached hereto.

JAMES A. BRICE  
ATTORNEY FOR PLAINTIFF

Mr. T.A. McKenzie, Defendant,  
lives near Barnwell, Alabama.

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Witness my hand this 30 day of April, 1953.

CLERK

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COMPLAINT

FOLEY BUILDING SUPPLY COMPANY, )  
A PARTNERSHIP COMPOSED OF B.E. )  
EASTBURN, W.M. PATTERSON, AND )  
CLARICE PATTERSON )  
Plaintiff )  
VS )  
T.A. MCKENZIE )  
Defendant )

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JAMES A. BRICE  
ATTORNEY FOR PLAINTIFF

Mr. T.A. McKenzie, Defendant,  
lives near Barnwell, Alabama.

# ITEMIZED STATEMENT OF ACCOUNT

STATE OF ALABAMA)  
BALDWIN COUNTY )

FOLEY BUILDING SUPPLY COMPANY, )  
A PARTNERSHIP COMPOSED OF B.E. )  
EASTBURN, W.M. PATTERSON, AND )  
CLARICE PATTERSON )

Plaintiff)

vs

T.A. MCKENZIE

Defendant)

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

Before me, the undersigned Notary Public in and for said County and State, this day personally appeared B.E. Eastburn, a partner in Foley Building Supply Company, who being by me first duly sworn deposes and says on oath the following:

That his name is B.E. Eastburn; that he is the bookkeeper for Foley Building Supply Company; that defendant T.A. McKenzie received merchandise, goods, and chattels from Foley Building Supply Company, as recorded on deponent's books of account as follows:

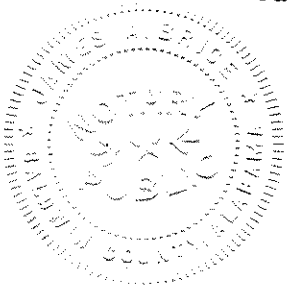
DATE	DESCRIPTION	AMOUNT
9/27/52	350 sq. ft. of flooring	\$50.75
	500 sq. ft. 1x6 V joint	57.50
	340 ft. lattace	11.90
	3 pr. sach 24x28	18.60
	2 pr. sach 24x16	8.00
	1 Door 2668X1 3/8 2 Can.	10.30
	10 lbs. 8 D Com.	1.40
	10 lbs. 8 D Pim.	1.40
	5 lbs. Lead Heads	1.50
	1 pr. 3 1/2 x 3 1/2 Butts	.80
9/29/52	2 Hack Saw Blades	.30
	1 Gal. of Varnish	5.25
10/9/52	4 Balls of Binder Twine	7.00
9/29/52	3 Pr. 24x28 sach	18.60
TOTAL.....		\$174.70
CREDIT FOR GOODS RETURNED 9/29/52.....		18.60
TOTAL.....		\$156.10
TAX.....		4.69
TOTAL DUE.....		\$160.79

And further, deponent B.E. Eastburn, a partner in Foley Building Supply Company says on oath that the above statement of account represents the sum due him from the defendant, T.A. McKenzie, after due allowance for all credits.



B.E. EASTBURN, a partner in  
Foley Building Supply Company

Sworn to and subscribed before me this 28<sup>th</sup> day  
of December, 1955.



James A. Brice

JAMES A. BRICE  
Notary Public in and for said  
County and State

24 2119-67  
\$2435.00 Nov 12 1954  
Six months after date, without grace, we promise to pay to the order of  
H. H. Kennedy @ 8% interest from date -  
Twenty four hundred thirty five & 2/100 DOLLARS  
for value received.

PAYABLE AT

H. H. Kennedy - Office  
There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property to-wit:

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, theirs or its assigns, on the nonperformance of this promise or the non-payment of any of the liabilities above named, or at any time or times thereafter, without advertisement or notice, which is hereby expressly waived and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser or otherwise, and if any surplus remains the same shall be paid to the undersigned.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to 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 suits 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 of them.

ATTEST:

J. Stephens

Engines and  
B. H. W.