

2926

McGOWIN-LYONS HARDWARE & SUPPLY CO.,
A Corporation,

PLAINTIFF

- VS -

DAVE FOX, SR.,

DEFENDANT

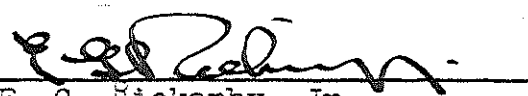
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

C O M P L A I N T

The Plaintiff claims of the Defendant the sum of FOUR HUNDRED DOLLARS (\$400.00), due by promissory note made by him on, to-wit, the 15th day of September, 1955, with interest at the rate of six percent (6%) per annum, payable in four (4) equal monthly installments of ONE HUNDRED DOLLARS (\$100.00) each, plus interest on the unpaid balance, on, to-wit, the 15th day of October, 1955, the 15th day of November, 1955, the 15th day of December, 1955, and the 15th day of January, 1956; and the Plaintiff avers that in the said note and as a part of the consideration thereof the Defendant waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff hereby claims the further sum of SIXTY DOLLARS (\$60.00) as such attorney's fee.

RICKARBY & RICKARBY

BY


E. G. Rickarby, Jr.
Attorney for the Plaintiff

SUMMONS AND COMPLAINT

Moore Ptg. Co.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 2926

TERM, 19

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Dave Fox, Sr.

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, State of Alabama, at Bay Minette, against

Dave Fox, Sr

, Defendant.

by McGowan-Lyons Hardware & Supply Company, A Corp

, Plaintiff.

Witness my hand this 11th day of May 19 56.

Clifford, Clerk

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA
July 13, 1956

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Re: McGowin-Lyons Hdw & Supply Co.
Vs: Dave Fox, Sr.
Case No. 2926
Our File: 3549

Request you have judgment by default entered in the above styled cause for \$400.00 principal, \$12.00 interest and \$60.00 attorney's fees--making a total of \$472.00 with waiver of exemption.

We are enclosing promissory note.

Yours very truly,



EGR/ts
7-23-56
Encl.
CC: McGowin-Lyons Hdwe & Supply Co.

LAW OFFICES
E. G. RICKARBY
BANK BUILDING
FAIRHOPE, ALABAMA

P. O. BOX 71

May 11, 1956

Mrs. Alice Duck
Clerk of the Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: McGowin-Lyons Hdw. & Supply Co.
vs.
Dave Fox, Sr.
Our File: 3549

With this we are handing you Complaint in the above
styled cause. Please process and oblige.

Incidentally, we do not have any Summons forms and
would appreciate yoursending us some.

Yours very truly,



fm
Encl.

cc: McGowin-Lyons Hdw. & Supply Co.

\$ 400.00

Mobile, Alabama.

Sept. 15 1955, 19

For value received, the undersigned jointly and severally promise to pay to

McGOWIN-LYONS HARDWARE & SUPPLY CO., INC., MOBILE, ALABAMA

or order, the principal sum of Four Hundred Dollars & no/10--

(\$ 400.00) Dollars, with interest from date, at the rate of Six (6) % per annum,

The said principal and interest shall be payable at the banking house of The First National Bank of Mobile, Mobile, Alabama, in installments as follows, namely:

10	October 15 1955	\$100.00
100	November 15 1955	100.00
170	December 15 1955	100.00
600	January 15 1956	100.00

Each maker and endorser waives the right of exemption under the Constitution and Laws of Alabama, and of any other State of the United States, and each maker and endorser waives demand, protest, and notice of protest and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date thereof.

Upon failure to pay any installment of principal and/or interest when due, the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Dave Felt Sr
PO Box 1217 Fairhope Ala

Endorser.