

STATE OF ALABAMA )  
BALDWIN COUNTY ) . . . . . IN THE CIRCUIT COURT . . LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon Paul E. Jones to appear within thirty (30) 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 J. R. Blow.

WITNESS my hand this the 11 day of February, 1958.

*Amie J. D. Smith*  
Clerk

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- COMPLAINT -

3459

J. R. BLOW,

Plaintiff,

-vs-

PAUL E. JONES,

Defendant.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

COUNT I

The Plaintiff claims of the Defendant Three Hundred Twenty-five Dollars (\$325.00) due by Promissory Waive Note made by him on, to-wit, November 29, 1954, plus interest at the rate of six per cent (6%) per annum from July 1, 1955, being due and payable July 1, 1955,

The Plaintiff avers that in and by the terms of said note the Defendant waived all rights to exemption under the Constitution and Laws of Alabama, as to personal property, and of this waiver the Plaintiff now claims the benefit.

The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of Seventy-five Dollars (\$75.00) as such reasonable attorney's fee.

COUNT II

The Plaintiff claims of the Defendant Three Hundred twenty-five Dollars (\$325.00) due by Promissory Waive Note made by him on, to-wit, November 29, 1954, plus interest at the rate of six per cent (6%) per annum from July 1, 1956, being due and payable July 1, 1956.

The Plaintiff avers that in and by the terms of said note the Defendant waived all rights to exemption under the Constitution and Laws of Alabama, as to personal property, and of this waiver the Plaintiff now claims the benefit.

The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, and the Plaintiff further calims of the Defendant the further and additional sum of Seventy-five dollars as such reasonable attorney's fee.

COUNT III

The Plaintiff claims of the Defendant Seventy Dollars (\$70.00) due by Promissory Waive Note made byhim on, to-wit, November 29, 1954, plus interest at the rate of six per cent (6%) per annum from July 1, 1956, being due and payable July 1, 1956.

The Plaintiff avers that in and by the terms of said note the Defendant waived all rights to exemption under the Constitution and Laws of Alabama, as to personal property, and of this waiver the Plaintiff now claims the benefit.

The Plaintiff further avers that in and by the terms of said Note the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, and the Plaintiff further claims of the Defendant the further and additional sum of Fifteen Dollars (\$15.00) as such reasonable attorney's fee.

  
Attorney for Plaintiff

Service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff  
By Charles H. Hildner, S.

Sheriff claims 86 miles  
Ten Cents per mile Total \$ 8.60  
TAYLOR WILKINS, Sheriff  
Chadwick  
BY \_\_\_\_\_ DEPUTY SHERIFF

J. R. BLOW,

Plaintiff,

-VS-

PAUL E. JONES,

Defendant.

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IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA  
LAW SIDE

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FILED

FEB 11 1958

**ALICE A. RUCK, CLERK**  
GEO. G. CHASON  
ATTORNEY AT LAW  
FOLEY, ALABAMA

CECIL G. CHASON

ATTORNEY-AT-LAW  
FOLEY, ALABAMA

February 10, 1958

Mrs. Alice J. Duck, Clerk  
Bay Minette, Alabama

Dear Mrs. Duck:

Enclosed herewith is Summons and Complaint in the  
suit of J. R. Blow -vs- Paul E. Jones.

Yours very truly,



C. G. Chason

CGC:fm

encls. 2