

3691

COMPLAINT

H.KENNEDY and BALDWIN	)	IN THE CIRCUIT COURT OF
CHEMICAL COMPANY, INC.	)	
	)	BALDWIN COUNTY, ALABAMA
Plaintiffs	)	
vs.	)	AT LAW
	)	
FRANK SCHLICHTING	)	
	)	
Defendant	)	

I

The plaintiffs claim of the defendant the sum of Two Thousand Three Hundred Eighty Seven and 77/100ths (\$2387.77) Dollars, due by promissory note made by the defendant on the 20th day of October, 1956, payable on the 20th day of October 1958, with interest from \$238.78, at the rate of five (5%), per cent per annum.

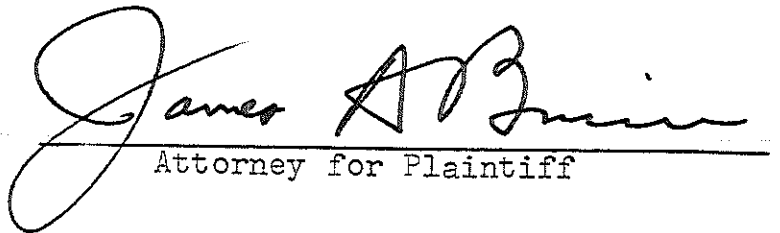
II

The plaintiffs claim of the defendant the sum of Two Thousand Three Hundred Eighty Seven and 77/100ths (\$2387.77) Dollars, due by promissory note made by the defendant on the 20th day of October, 1956, payable on the 20th day of October 1958, with interest from \$238.78, at the rate of five (5%) per cent per annum.

Plaintiffs aver that in and by the terms of said note the defendant waived all right to exemption under the constitution and laws of the state of Alabama, and of this waiver plaintiffs now claim benefit.

Plaintiffs further aver 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 said note, including, a reasonable attorney's fee, and the plaintiff further and additional

sum of Three Hundred Fifty Five and NO/100ths (\$355.00) Dollars  
as such reasonable attorney's fee.

  
Attorney for Plaintiff

The defendant, Frank Schlichting  
resides at Summerdale, Alabama.

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. ....

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Frank Schlichting

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

Frank Schlichting, Defendant .....

by

H. Kennedy and Baldwin Chemical Company, Inc., Plaintiff.....

Witness my hand this 31 day of Oct 1958

Price-Perch, Clerk

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

October 29, 1958

Post Office Box 298

WHITEHALL 3-3601

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

Dear Mrs. Duck:

I enclose foundation note and summons and complaint in law action by H. Kennedy and Baldwin Chemical Company, Inc. against Frank Schlichting.

Mr. Schlichting resides at Summerdale, Alabama.

Sincerely,



JAMES A. BRICE

JAB:bp

Enclosure

\$ 2387<sup>77</sup> Oct 20, 1966

24 months after date, without grace, I promise to pay to the order of

H. Kennedy & Baldwin Chemical Co  
Twenty three hundred eighty seven & 77/100 DOLLARS  
for value received interest at 5.70 per cent

PAYABLE AT H. Kennedy, Office at Sumnerdale Ala

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:

To Be Paid in Monthly installments as much  
as can Be Paid. The total sum will Be  
Payable at the end of 24 months.

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. M. Wright

Frank Schlichting

JAMES A. BRICE  
ATTORNEY AT LAW  
FOLEY, ALABAMA

POST OFFICE BOX 298

December 15, 1958

WHITEHALL 3-3601

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

Re: H. Kennedy vs. Frank Schlichting  
At Law 3691

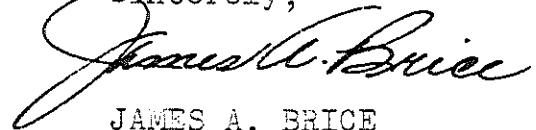
Dear Mrs. Duck:

I believe you will find the foundation note in the file in the above case. Please place the file before Judge Hall for judgment for plaintiff by default for \$2,387.77 principal, \$238.78 interest and \$355.00 attorney's fee, a total of \$2,981.55.

Please send certified copy of the judgment.

Thank you.

Sincerely,



JAMES A. BRICE

By: B.P. Sec.

JAB:bp