

STATE OF ALABAMA, 0
 0 TO ANY SHERIFF OF THE STATE OF ALABAMA:
COUNTY OF BALDWIN. 0

You are hereby commanded to summon THOMAS A. SMITH, also known as THOS. A. SMITH, 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 the same, then and there to answer the complaint of W. H. HAYS, doing business as W. H. HAYS PLUMBING COMPANY.

WITNESS my hand this 4 day of November, 1958.

Alice J. Duck
ALICE J. DUCK, CLERK

W. H. HAYS, doing business as 0
W. H. HAYS PLUMBING COMPANY, 0
 0
 0 Plaintiff, 0
VS. 0
 0
THOMAS A. SMITH, also known as 0
THOS. A. SMITH, 0
 0
 0 Defendant. 0

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.
AT LAW. NO. 3675

C O U N T O N E

The plaintiff claims of the defendant the sum of FIVE THOUSAND FIVE HUNDRED TWENTY NINE and 70/100ths (\$5,529.70) DOLLARS, with interest thereon at the rate of six per centum (6%) per annum from the 14th day of January, 1958, balance due on a promissory note executed by GULF STATES DEVELOPMENT COMPANY, a Corporation, on, to-wit: the 30th day of July, 1957, and payable to W. H. HAYS, doing business as W. H. HAYS PLUMBING COMPANY, on, to-wit: the 30th day of October, 1957, and endorsed by the defendant; and plaintiff claims of the defendant ten per centum (10%) of the amount due on as an attorney's fee for bringing suit on said note, said note, which defendant agreed to pay by virtue of a clause contained in said note.

Julian A. Marshall
ATTORNEY FOR PLAINTIFF.

RECORDED

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA.

AT LAW. NO. 3695

W. H. HAYS, doing business as
W. H. HAYS PLUMBING COMPANY,

Plaintiff,

VS.

THOMAS A. SMITH, also known as
THOS. A. SMITH,

FILED

NOV 4 1958

ALICE J. DUCK, Clerk

Defendant.

SUMMONS AND COMPLAINT.

TELFAIR J. MASHBURN, JR.

ATTORNEY-AT-LAW

DAY MINETTE, ALABAMA

Defendant may be served at
Tallan, Alabama.

by service on

TAYLOR WILKINS, Sheriff

By *William*

served a copy of the within

and on 22 day of 1958

Received 5 day of 1958

Should claim 100 within 30

Ten Cents per line Total \$10.00

TAYLOR WILKINS

BY *William* DEPUTY SHERIFF

\$8,841.56

Pensacola,

Florida,

July 30,

19 57

On or before ninety (90) days

after date. / The Corporation

promises to pay to the order of

W. H. Hays, doing business as W. H. Hays Plumbing Company

Eight Thousand Eight Hundred Forty-one and 56/100----- Dollars (\$8,841.56)

for value received, with interest from date, at the rate of 6 per cent. per annum, ~~interest payable~~ until paid.

~~quarterly~~ Principal and interest being payable in lawful money of the United States of America,

at the office of W. H. Hays

in the City of Pensacola, Florida.

This note and the interest accruing thereon is secured by a First Mortgage of even date herewith executed and delivered by the maker hereof to the said W. H. Hays

conveying certain real estate therein described in the County of Escambia, State of Florida.

It is hereby agreed that if default be made in the payment of any installment of principal or interest or any part thereof, or if failure be made to perform any of the covenants or agreements contained in the said Mortgage securing this note then at the option of the holder of this note the principal sum remaining unpaid with accrued interest shall at once become due and collectible without notice, and said Mortgage shall at once become foreclosable upon the exercise of said option, time being of the essence of this contract, and said principal sum and said accrued interest shall bear interest at the rate of 6 per centum per annum from such time until paid.

This contract is to be construed in all respects and enforced according to the laws of the State of Florida.

All persons now, or hereafter, becoming parties hereto, as makers, endorsers, guarantors or otherwise, hereby waive demand and protest, and notice of demand, non-payment and protest and waive all objections to any extension or renewal of this note, in whole or in part, made at or after maturity, and in case this note is collected by an attorney, agree to pay an attorney's fee of five per cent. if paid before suit, and ten per cent. if paid after suit and all cost of collection.

Gulf States Development Company

By *[Signature]*

President

(SEAL)

(SEAL)

J. F. BARNES VS LOCAL NO. 9-562 INTERNATIONAL
UNION OF OIL, CHEMICAL AND ATOMIC WORKERS. AFL-CIO. #1

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered 4424

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

V. J. W. Carpenter

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 4/5/58 ADDRESS WHERE DELIVERED (only if requested in item #1) *Chattanooga*

CSS-16-71548-4 GPO

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$300

CHATOMA
NOV 5
5-PM
1958



INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Place on front of article RETURN RECEIPT REQUESTED.

POD Form 3811 Jan. 1958

REGISTERED NO.

57142

CERTIFIED NO.

INSURED NO.

NAME OF SENDER

Secretary of State

STREET AND NO. OR P. O. BOX

Montgomery

CITY, ZONE AND STATE

Alabama

C55-16-71548-4