SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.



TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon ROY DUKES, 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, Alabama, at the place of holding same by F. L. IRWIN.

Witness my hand this the 9 day of December, 1958.

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COMPLAINT

F. L. IRW	JIN		
	PLAINTIFF		IN THE CIRCUIT COURT OF
VS:		:	BALDWIN COUNTY, ALABAMA
ROY DUKES			AT LAW
	DEFENDANT		

COUNT I:

The plaintiff claims of the defendant TWO HUNDRED FIFTY & 00/100 DOLLARS (\$250.00), due by promissory note made by him on the 5th day of January, 1955, and payable on the 1st day of November, 1955.

Said note provides for a reasonable attorney's fee, which plaintiff alledges to be \$60.00.

Attorney for Plaintiff

The defendant's address is: Foley, Alabama

Executed 2-27.59

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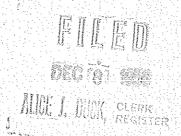
SUMMONS and COMPLAINT

F. L. IRWIN PLAINTIFF

VS:

ROY DUKES

DEFENDANT



LAW OFFICE OF FOREST A. CHRISTIAN FOLEY, ALABAMA

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\$	\$250°° Foley, Ala. 1-5 1955
	to the order of HAAA
	In hundred fifty - 1/105 Dollars
	for value received, with interest at per cent. per annum from until paid.
	PAYABLE AT FARMERS AND MERCHANTS BANK, FOLEY, ALA.
	The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other State, 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 suit or otherwise, and 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 one of them.
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The endorsers of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorsers, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States, as to this debt should this note not be paid at maturity. Presentment for payment, notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. Time for payment may be extended without notice. The said Farmers and Merchants Bank, Foley, Ala:, is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.