

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

3720

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.

F. L. Irwin
Clerk

CC

COMPLAINT

F. L. IRWIN)

PLAINTIFF)

VS:)

ROY DUKES)

DEFENDANT)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

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.

Wesley Chalmers
Attorney for Plaintiff

The defendant's address is:
Foley, Alabama

Executed 2-27-59

no. 372-J

SUMMONS and COMPLAINT

Received 10 day of Dec 1958
and on 27 day of Feb 1959
I serve a copy of the within Doc
on Roy Dukes

F. L. IRWIN
PLAINTIFF

VS:

By service on _____

ROY DUKES
DEFENDANT

TAYLOR WILKINS Sheriff
By Delia R. Williams D. S.
Salay

Sheriff claims 72 miles at
Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff
BY Chadwick
DEPUTY SHERIFF

FILED
DEC 01 1958
ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

Bay Minette, Ala.,

12/6 19 58

To the Sheriff of

Montgomery

County

Montgomery

, Alabama

I enclose herewith

6 copies for Sec. of State

Please serve and return as early as possible.

Raymond E. Williams

Sheriff Baldwin County, Alabama

(If not found in your county please advise promptly giving information as to present location if possible)

\$

\$250⁰⁰

Foley, Ala.

1-5

1955

10 months

after date, without grace

promise to pay

to the order of

L. J. Hunt

Two hundred fifty

100

Dollars

for value received, with interest at 6 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.

Roy Duke

Seal

No.

Due 11-1-55

Seal

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.
