

~~Attorney for Plaintiff~~

SUMMONS AND COMPLAINT

Moore Ptg. Co.

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 Eugene Koehle Ind. and d/b/a

Koehle Motor Co.

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 _____

Eugene Koehle Ind. and d/b/a Koehle Motor Co., Defendant...

by Frank Schlichting

_____, Plaintiff...

218 Witness my hand this 14 day of Feb 1959

Executed Feb 22, 1959 Robert - Rensch, Clerk

No. 3768 Page _____

The State of Alabama

Baldwin County

CIRCUIT COURT

FRANK SCHLICHTING

Plaintiffs

vs.

EUGENE KOEHLE IND. and d/b/a

KOEHLER
MOTOR CO.

Defendants

Summons and Complaint

Filed FILED 19

FEB 14 1959

ALICE J. DUCK, CLERK
REGISTER

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

2/14/59 1959

_____, Sheriff

I have executed this summons

this Feb 20 1959

by leaving a copy with

Eugene Koehle

Sheriff claims 72 miles at 720

Ten Cents per mile Total \$ 7.20
TAYLOR WILKINS, Sheriff

BY [Signature]
DEPUTY SHERIFF

Taylor Wilkins Sheriff
Harold Williams Deputy Sheriff

7-10-59

\$ 1,200.00

\$ 1,200.00

FOLEY, ALA.,

MAY 27

1957

IN INSTALLMENTS AS STATED

AFTER DATE, WITHOUT GRACE

NE

PROMISE TO PAY

TO THE ORDER OF FRANK SCHLICHTING

One thousand two hundred + No/100 (\$1,200.00) DOLLARS

PAYABLE IN 24 EQUAL MONTHLY INSTALLMENTS BEGINNING JULY 10, 1957. (\$50.00 each)

FOR VALUE RECEIVED, WITH INTEREST AT PER CENT. PER ANNUM FROM DATE UNTIL PAID.

PAYABLE AT residence of payee, Rt. 1, Summerdale, 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.

KOEHLER MOTOR COMPANY

SEAL

By *Legend Koehler*

SEAL

No.

DUE July 10, 1957 and thereafter as stated herein.

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 endorsed 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 _____,

_____ 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.
