

SEARS, ROEBUCK AND COMPANY,  
A Corporation,

Plaintiff

Vs.

ALIENE GIBSON ANDERSON,

Defendant

IN THE CIRCUIT COURT  
OF BALDWIN COUNTY,  
ALABAMA

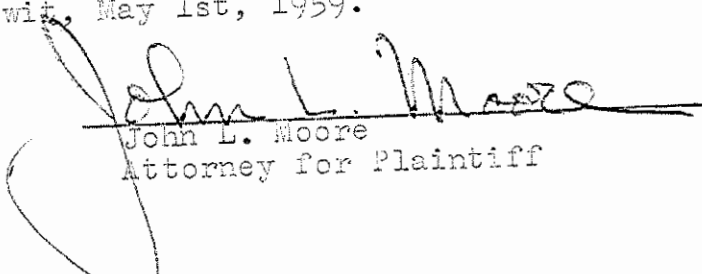
NO.

3840

Plaintiff claims of the Defendant the following  
personal property, viz:-

One Kenmore Sewing Machine  
One set American Peoples Encyclopedia

with the value of the hire or use thereof during the  
detention viz., from, to-wit, May 1st, 1959.

  
John L. Moore

Attorney for Plaintiff

Defendant's address:

Daphne, Alabama

3640

Sears, Roebuck & Co

vs.

Alice Gibson Anderson

Served 16 day of May 1959  
at on 24 day of June 1959  
Served a copy of the within A. J. C.  
Alice Gibson Anderson

Service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By Edleigh Steadham D. S.

Sheriff claims 54 miles at

Ten Cents per mile Total \$ 5.40

TAYLOR WILKINS, Sheriff

BY Ed  
DEPUTY SHERIFF

Daphne, also

FILED

MAY 16 1959

ALICE J. DUCK, CLERK,  
REGISTERED

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 Aliene Gibson Anderson

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-----

Aliene Gibson Anderson

-----, Defendant-----

by-----Sears, Robuck & Co. a corp-----

-----, Plaintiff-----

Witness my hand this 16th-----day of May-----1959

Wiley J. Duck, Clerk

No. \_\_\_\_\_ Page \_\_\_\_\_

The State of Alabama  
Baldwin County

CIRCUIT COURT

Plaintiffs

vs.

Defendants

Summons and Complaint

Filed \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Plaintiff's Attorney

\_\_\_\_\_  
Defendant's Attorney

Defendant lives at

Received In Office

\_\_\_\_\_  
19 \_\_\_\_\_

\_\_\_\_\_, Sheriff

I have executed this summons

this \_\_\_\_\_ 19 \_\_\_\_\_

by leaving a copy with

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Deputy Sheriff

\$ 1103.88

BAY MINETTE, ALA.

SEPT. 10, 1958

For value received, I/we promise to pay to the Order of

MODERN GRANITE CO., ELBERTON, GA.

ELEVEN HUNDRED THREE AND 88/100 DOLLARS

Payable as follows: 103.88 ON SEPT. 10, 1958 (ch attached)

200.00 ON OCT. 15, 1958

200.00 ON NOV. 15, 1958

200.00 ON DEC. 15, 1958

200.00 ON JAN 15, 1959

200.00 ON FEB. 15, 1959

without offset negotiable and payable at UNITED MERCANTILE AGENCIES

620 So. FIFTH ST. - LOUISVILLE, KY

with interest at six percent per annum from date until paid. Each of us whether principal, surety, guarantor, endorser or other party hereto, hereby severally waives and renounces all homestead or exemption rights; and each further waives presentment for payment, demand, notice of dishonor and notice of demand, protest and non-payment, and agrees that upon the failure to promptly pay this note or any installment when due, that all other installments at the option of the holder become due and payable and in the event of such default I/we agree to pay fifteen percent collection costs on principal and interest. Should the holder of this note grant a further extension of any one or more of said installments, it shall not be considered as a waiver of this agreement nor shall it release us or either of us from the obligation of payment herein. Time is the essence of this contract.

Given under the hand and seal of each party.

THRASHER & TODD (SEAL)

John Thrasher (SEAL)  
GENERAL PARTNER

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

John L. Moore  
Attorney at Law  
736 First National Bank Building  
Mobile, Alabama

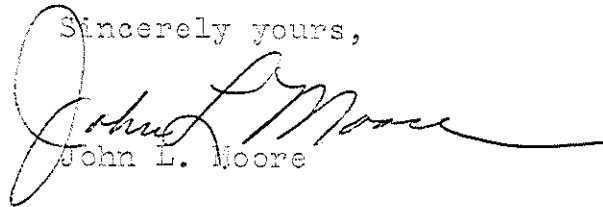
May 15, 1959

Mrs. Alice Duck  
Clerk, Circuit Court  
Baldwin County,  
Bay Minette, Alabama

Dear Mrs. Duck:

I would thank you to file the enclosed  
complaint in your office.

Sincerely yours,

  
John L. Moore

JLM:rew

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