

STATE ABSTRACT AND GUARANTY
COMPANY, A Corporation,

Plaintiff,

-vs-

FRANK B. NIHART, J. S. LOWERY,
and W. D. STAPLETON,

Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

Comes the Defendant, W. D. Stapleton, in the above styled
cause and for answer to the Complaint filed in said cause and to
each and every Count thereof, separately and severally, says:-

1. That the allegations of the Complaint are untrue.

Hybart, Harold & Chason
As Attorney for W. D. Stapleton.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

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- Gordon Wright Pugh
ATTORNEYS FOR PLAINTIFF

[Faint, illegible handwriting throughout the page]

The State of Alabama }
Baldwin County

CIRCUIT COURT--LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

Frank B. Neiharät, J.S. Lowery and W.D. Stapleton

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
State Abstract & Guaranty Company, a corporation, Plaintiff

Witness my hand, this 9th day of

May

1931

J. W. Rice

Clerk.

COMPLAINT

Original
RECORDED

No.

Received in office 29 day of

May 1931

Sheriff of Baldwin County, Ala.

Executed by serving cop 7
of the within Summons and Complaint on

W. D. Stapleton
J. S. Lowery and
Frank B. Neihart

Defendant

This the 15 day of May 1931

W. R. Stuart

Sheriff of Baldwin County, Ala.

By R. S. McPhaul
Deputy Sheriff.

STATE ABSTRACT & GUARANTY
COMPANY, a corporation
Plaintiff

VS.

FRANK B. NEIHARDT, J.S.
LOWERY and W.D. STAPLETON
Defendants

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19

SUMMONS AND COMPLAINT

Filed in office this 9th day of

May A. D. 1931

J. M. McKinnon
Gordon, Edington & Leigh
Plaintiff's Attorney.

Moore Printing Co. Bay Minette, Ala.

No.

Mobile, Ala.,

1929

60 days AFTER DATE WITHOUT GRACE

PROMISE TO PAY TO THE ORDER OF

\$100

DOLLARS

For Value Received, PAYABLE at the **FIRST NATIONAL BANK**
MOBILE ALABAMA

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 all right of exemption, under the Constitution and Laws of Alabama, or any other State, 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 the 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.

Due

Address

The undersigned endorsers each for himself, hereby severally agrees to pay this note and waives as to this debt all right of exemption under the Constitution and Laws of Alabama, or any other state 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 the said endorsers severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

FOR COLL & CREDIT ACC
H B PAKE

Int pd to June 14th
Note extended to
June 14, 1929 -

Received 15/932
J W Phipps
Pense