

STATE OF ALABAMA,)
COUNTY OF BALDWIN.)

SUMMONS

ARMOUR FERTILIZER WORKS, BY
JOSEPH NOVATNY, AGENT,
Plaintiff,

vs.

MIKE NOVINSKY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY

NO. _____

To any sheriff of the State of Alabama:

You are hereby commanded to summon MIKE NOVINSKY 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 ARMOUR FERTILIZER WORKS, BY JOSEPH NOVATNY, AGENT.

Witness my hand this 19th day of June, 1931.

D. M. Richardson
Clerk

STATE OF ALABAMA,)
COUNTY OF BALDWIN.)

COMPLAINT

ARMOUR FERTILIZER WORKS, BY
JOSEPH NOVATNY, AGENT,
Plaintiff,

vs.

MIKE NOVINSKY,
Defendant.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY

NO. _____

COUNT ONE

(a) Plaintiff claims of the defendant One Hundred Eighty-eight Dollars and Sixty Cents (\$188.60) due by promissory note made by him on the 24th day of January, 1931, and payable to plaintiff on or before the 1st day of June, 1931, with interest thereon.

(b) Plaintiff further avers that by the terms of said note, signed by defendant, defendant waived all rights of exemption which he may have had under the Constitution and Laws of the State of ~~Alabama or any other state of the United States as to any personal property.~~

(c) Plaintiff claims of the defendant the further sum of Forty Dollars (\$40.00) and avers that by the terms of said note, defendant agreed and obligated himself to pay a reasonable attorney's fee for the collection of said note by plaintiff in case the defendant should default in the payment thereof, and plaintiff avers that defendant did so default and fail to pay said note when due and still declines and refuses to pay said note though often requested; in consequence of which plaintiff was obliged and did employ an attorney to collect said note, to the damage of plaintiff as aforesaid, and plaintiff avers that as to the amount of a reasonable attorney's fee

said defendant by the terms of said note waived all rights of exemption which he may have had under the Constitution and Laws of the State of Alabama or any other state of the United States as to any personal property.

COUNT TWO

Plaintiff adopts all of Count One as though fully and completely set out down to and including the words, "any other state of the United States as to any personal property". Plaintiff claims of the defendant the sum of One Hundred Eighty-eight Dollars and Sixty Cents (\$188.60) balance due by the defendant to the plaintiff on one promissory note given by the defendant to the plaintiff for merchandise, goods and chattels, to wit: One Hundred Forty (140) sacks of fertilizer designated as 10-4-7, on the 24th day of January, 1931, bought by the defendant from the plaintiff and delivered by the Plaintiff to the defendant at the request of the defendant, which sum of money is now due and unpaid.

F. F. Nelson

Plaintiff's Attorney

STATE OF ALABAMA,)
COUNTY OF BALDWIN.)

IN THE CIRCUIT COURT

ARMOUR FERTILIZER WORKS,)
BY JOSEPH NOVATNY, AGENT,)
Plaintiff)
vs.)
MIKE NOVINSKY,)
Defendant.)

ATTACHMENT: WRIT

To any Sheriff of the State of Alabama--Greetings;

Whereas, ARMOUR FERTILIZER WORKS, BY JOSEPH NOVATNY, AGENT, has complained on oath to me, T. W. RICHMOND, that MIKE NOVINSKY is justly indebted to it, the said ARMOUR FERTILIZER WORKS, BY JOSEPH NOVATNY, AGENT, in the sum of One Hundred Eighty-eight Dollars and Sixty Cents (\$188.60), and affidavit having been made and bond given as required by law in such cases: You are hereby commanded to attach so much of the estate of MIKE NOVINSKY as will be of value to satisfy said debts and costs, according to the complaint; and such estate, unless replevied, so to secure that the same may be liable to further proceeding thereon, to be had in the Circuit Court for the County of Baldwin to be holden at the courthouse thereof, on the 17th day of Aug next; when and where you must make known how you have executed this writ.

Witness my hand, this 19th day of June, 1931.

T. W. Richmond
Clerk

RECORDED

STATE OF ALABAMA)

COUNTY OF BALDWIN)

ARMOUR FERTILIZER WORKS,)
BY JOSEPH NOVATNY, AGENT,)
Plaintiff,)

vs.

MIKE NOVINSKY,)
Defendant.)

WRIT OF ATTACHMENT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

Served June 19th 1937

*Executed June
24th 1937 Attaching
one pair of Grey
Mules Name Buck
T. Jim
W. R. Sampson
Miner*

The State of Alabama, {
Baldwin County.

CIRCUIT COURT AT BAY MINETTE, ALA.

Know all Men by these Presents, That we, Armour Fertilizer Works, by
Joseph Novatny, Agent, Joseph Novatny, and James Salac and
Joseph Tricer, of the County of Baldwin

are held and firmly bound unto Mike Novinsky

in the sum of Three Hundred Eighty (\$380.00) Dollars, to
be paid to the said Mike Novinsky

heirs, executors, administrators, or assigns, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of _____, 192____

The Condition of this Obligation is such:

That whereas, the above bounden, Armour Fertilizer Works, by Joseph Novatny, Agent has, on the day of the date

hereof, prayed an Attachment at the suit of Armour Fertilizer Works, by Joseph Novatny, Agent against the estate of above named Mike Novinsky

for the sum of One Hundred Eighty-eight 60/100 Dollars, and hath obtained the same, returnable to the Circuit Court of Baldwin County:

Now, if the said Armour Fertilizer Works, by Joseph Novatny, Agent should prosecute said Attachment to effect, and pay the said Defendant all such damages as he may sustain by the wrongful or vexatious suing out said Attachment, then the above obligation to be void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have now, or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

Armour Fertilizer Works
By Joseph Novatny, Agent
James Salac (Seal)
Joseph Tricer (Seal)

Approved, this 19th day of June, 1927

J. W. [Signature], Clerk.

The State of Alabama, {
Baldwin County.

CIRCUIT COURT AT BAY MINETTE, ALA.

Know all Men by these Presents, That we, Armour Fertilizer Works, by
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void; otherwise to remain in full force and effect.

And we and each of us hereby waive all rights of claims of exemption we or either of us have
now, or may hereafter have, under the Constitution and Laws of the State of Alabama.

Signed, Sealed, and delivered the date above written.

Armour Fertilizer Works (Seal)

By Joe Novatny, Agent

James Salac (Seal)

Joseph Ercer (Seal)

Approved, this 19th day of June, 1927

D. W. Riceman, Clerk.