

C.E.Sibley,Plaintiff, )

vs.

: -In the Circuit Court of Baldwin Co.,Ala.

Robert Wilson, Defendant)

.....:

1. The plaintiff claims of the defendant the sum of \$97.35, due by promissory note made by him on the 1st day of April, 1925, and payable ninety days after date, with interest at 8% from date, said note being payable to the Peoples Co-Operative Store, Inc., and sold by its trustee in bankruptcy <sup>to the plaintiff</sup> and confirmed by the Judge of the District Court of the United States for the Southern District of Alabama, sitting in the Southern Division.

2. The plaintiff further claims of the defendant the sum of twenty five dollars, as a reasonable attorney's fee agreed to be paid in the said note sued on in count one.

3. The note sued on in count one has a clause waiving the exemptions of the defendant in this and <sup>all</sup> other states.

*George Bowen*  
Attorney for plaintiff.

The State of Alabama }  
Baldwin County

CIRCUIT COURT--LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon

Robert Wilson

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

C. E. Sibley

Witness my hand, this

*24th*

day of

June

19 31

*T. W. Richardson*

Clerk.

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COMPLAINT

*Original*  
**RECORDED**

Received in office \_\_\_\_\_ day of \_\_\_\_\_

19

Sheriff of \_\_\_\_\_ County, Ala.

Executed by serving *2* cop *7*  
of the within Summons and Complaint on

*Robert Wilson*

Defendant

This the *9<sup>th</sup>* day of *June* 19*31*

Sheriff of *Baldwin* County, Ala.

By *Smith*  
Deputy Sheriff.

C. E. Sibley

VS.

Robert Wilson

IN CIRCUIT COURT OF BALDWIN COUNTY

Term 19

SUMMONS AND COMPLAINT

Filed in office this *1<sup>st</sup>* day of

June A. D. 19 *31*

*George Bowen Cleveland* Clerk.  
Hon. George Bowen Cleveland  
Plaintiff's Attorney.

Moore Printing Co. Bay Minette, Ala.

due June 1<sup>st</sup> 1928.

\$ 97.35

FAIRHOPE, ALA.,

192

Twenty days

AFTER DATE, WITHOUT GRACE.

PROMISE TO PAY TO THE ORDER OF

Twenty seven 35

Peoples Cooperative Store

DOLLAR

FOR VALUE RECEIVED, PAYABLE AT THE BANK OF FAIRHOPE, Fairhope, Ala.,

To secure the payment of this bond, or note, and any other debt we, or either of us now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

One horse

(named "Pescado")

One horse wagon

with motor car & 75 per cent

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, treat or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Fairhope, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Fairhope, Ala., and in case of a sale made under this contract, said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

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 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, 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 or guarantor, or any one of them.

ATTEST

(L. S.)

COURIER PRINT FAIRHOPE, ALA.

(L. S.)

Int 53.84  
97.35  
155.19

153.19  
25.02  
178.19

Aug 24

George Bowen Cleveland  
ATTORNEY-AT-LAW  
60 St. Emanuel St. P. O. Box 704  
MOBILE, ALA.

December 17th, 1931.

Mr. T. W. Richardson, Clerk Circuit Court,  
Bay Minette, Ala.

Dear Sir:-

Today is Thursday and you, no doubt, obtained instructions from the Judge to issue execution in re C. E. Sibley vs. Charles Gable on Monday. Let me know.

In re Sibley vs. Wilson, please advise me of probable date of another setting. I do not wish it called without my being there. There is probably no answer filed of any character, or appearance. If so, advise, so that judgment can be taken and the case taken off the hearing docket.

Yours truly,

George Bowen Cleveland,

