

STATE BANK OF SILVERHILL,
A Corporation,
Plaintiff;

vs

R. C. KEENEY and C. J. SHENK,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA.

AT LAW. #9488.

Comes the Defendant, R. C. Keeney and demurs to the
Plaintiff's complaint and to each count thereof separately and
severally, and for grounds thereof says:

FIRST:

That said complaint does not state a cause of action.

SECOND.

~~That there is a misjoinder of parties defendant.~~

Beebe & Hae
ATTORNEYS FOR DEFENDANT R. C.
KEENEY.

THE DEFENDANT, R. C. KEENEY, DEMANDS A TRIAL BY JURY.

Beebe & Hae
ATTORNEYS FOR DEFENDANT R. C.
KEENEY.

ORIGINAL.

STATE BANK OF SILVERHILL,
A Corporation, Plaintiff,

VS

R. C. JOHNEY and C. J. SHERK,
Defendants.

DEMURRERS.

Filed September 2, 1931,

J. W. Rice
Clerk.

STATE OF ALABAMA)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon R. C. Keeney and C. J. Shenk to appear within thirty (30) 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 Bank of Silverhill, a corporation.

WITNESS MY HAND, this 4th day of August, 1931.

J. M. Williams
Clerk.

STATE BANK OF SILVERHILL,
a corporation,

Plaintiff

VS

R. C. KEENEY AND C. J. SHENK,

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COMPLAINT

1. Plaintiff claims of the Defendants the sum of THREE HUNDRED FIFTY & 00/100 (\$350.00) DOLLARS, due by promissory note made by Defendant R. C. Keeney and endorsed by Defendant C. J. Shenk before delivery and for the purpose of inducing the Plaintiff to take the same on the 12th day of June, 1930 and payable on the 21st day of December, 1930 with interest thereon from maturity.

2. Plaintiff claims of the Defendants the further sum of FOUR HUNDRED FIFTY & 00/100 (\$450.00) DOLLARS due by promissory note made by Defendant R. C. Keeney and endorsed by Defendant C. J. Shenk before delivery and for the purpose of inducing the Plaintiff to take the same on the 28th day of October, 1930 and payable on April 4, 1931 with interest thereon from maturity.

3. The Plaintiff further avers that in, by and as a part of each of said notes sued on in counts one and two hereof, the Defendants and each of them agreed to pay all costs of collecting or securing or attempting to collect or secure said notes including a reasonable attorney's fee and Plaintiff further avers that the sum of ONE HUNDRED & 00/100 (\$100.00) DOLLARS is such reasonable attorney's fee and Plaintiff further claims of the Defendant said sum of ONE HUNDRED & 00/100 (\$100.00) DOLLARS.

4. Plaintiff further avers that in, by and as a part of each of the notes sued on in counts one and two hereof the Defendants and each of them waived as to the debts evidenced by said notes all right of exemption under the Constitution and Laws of Alabama or any other state and of such waivers the Plaintiff now claims the benefit.

Sam Thomas
Attorney for Plaintiff.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

Original

*Executed August 7th
1931 by leaving
copy of the within
Summons & Complaint
with R.C. Keeney the
Defendant
W.R. Stuart
Sheriff*

STATE BANK OF SILVERHILL,
A CORPORATION.

Plaintiff

vs

R. C. KEENEY & C. J. SHENK

Defendants

*Filed Aug 4th 1931
M. Whisman
Clerk*

SUMMONS & COMPLAINT

LLOYD A. MAGNEY,
Attorney for Plaintiff.

Recd. 8/11

STATE OF ALABAMA)
BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon R. C. Keeney to appear within thirty (30) 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 Bank of Silverhill, a corporation.

WITNESS MY HAND, this 4th day of August, 1931.

J. M. Keeney
Clerk.

STATE BANK OF SILVERHILL,
a corporation

Plaintiff

vs

R. C. KEENEY

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COMPLAINT

1. The Plaintiff claims of the Defendant THREE HUNDRED & 00/100 (\$300.00) DOLLARS, due by promissory note made by him on the 14th day of May, 1930 and payable on the 14th day of November, 1930 with interest thereon from maturity.

2. The Plaintiff claims of the Defendant the further sum of THREE HUNDRED & 00/100 (\$300.00) DOLLARS, due by promissory note made by him on the 14th day of May, 1930 and payable on the 14th day of November, 1930, with interest thereon from maturity.

3. The Plaintiff claims of the Defendant the further sum of FIVE HUNDRED & 00/100 (\$500.00) DOLLARS, due by promissory note made by him on the 16th day of August, 1930 and payable on the 16th day of February, 1931, with interest thereon from maturity.

4. The Plaintiff claims of the Defendant the further sum of ONE HUNDRED TWENTY-FIVE & 00/100 (\$125.00) DOLLARS due by promissory note made on the 13th day of August, 1930 and payable on the 13th day of February, 1931 with interest thereon from maturity.

5. The Plaintiff claims of the Defendant the further sum of ONE HUNDRED FIFTY-SEVEN (\$157.00), due by promissory note made by him on the 28th day of October, 1930 and payable on the 28th day of January, 1931 with interest thereon from maturity.

6. The Plaintiff claims of the Defendant the further sum of SIX HUNDRED TWENTY-FIVE & 00/100 (\$625.00) DOLLARS, due by promissory note made by him on the 28th day of October, 1931 and payable on the 23rd day of April, 1931 with interest thereon from maturity.

7. The Plaintiff claims of the Defendant the further sum of THREE HUNDRED FIFTY & 00/100 (\$350.00) DOLLARS, due by promissory note made by him on the 28th day of October and payable on April 11, 1931, with interest thereon from maturity.

8. The Plaintiff claims of the Defendant the further sum of THIRTY THREE & 33/100 (\$33.33) DOLLARS, due by promissory note made by him on the 13th day of February, 1931 and payable May 13, 1931 with interest thereon from maturity.

9. The Plaintiff further avers that in by and as a part of each of the notes sued on in counts numbered 1-8 hereof, the Defendant agreed to pay, in addition to said note, a reasonable attorney's fee if an attorney is employed or consulted and Plaintiff further avers that the sum of TWO HUNDRED FIFTY & 00/100 (\$250.00) DOLLARS is a reasonable attorney's fee and Plaintiff claims of the Defendant said further sum of TWO HUNDRED FIFTY & 00/100 (\$250.00) DOLLARS as such attorney's fee.

10. The Plaintiff further avers that all of said sums of money are due and unpaid.

11. The Plaintiff further avers that in by and as a part of each of said notes herein sued upon in counts numbered 1-8 hereof, the Defendant waived, as to the debts evidenced by said notes, all right to exemption under the Constitution and Laws of Alabama or any other State and of such waivers the Plaintiff now claims the benefit.

Stacy Damagney
Attorney for Plaintiff.

IN THE CIRCUIT COURT OF *Original*
BALDWIN COUNTY, ALABAMA
AT LAW

RECORDED

STATE BANK OF SILVERHILL,
A CORPORATION.

Plaintiff

VS

R. C. KEENEY

Defendant

SUMMONS & COMPLAINT

LLOYD A. MAGNEY,
Attorney for Plaintiff

Filed Aug 4th 1931
J. W. Rimmer
Clerk.

Presented August
7th 1931 by
leaving copy of
the Within Summons
& Complaint with
R.C. Keeny the deft
W.R. Stuart
Sheriff

STATE OF ALABAMA,
BALDWIN COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That I, J. B. WILSON,
As Principal, and the undersigned, as Sureties, are held and firmly bound unto T. A. Wilson, his heirs, executors and administrators, in the sum of Fifty Dollars (\$50.00) for the payment of which we bind ourselves and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 7th day of August, 1931.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That Whereas, the above bound J. B. Wilson, has on the 7th day of August, 1931, sued out from the office of the Circuit Court, Baldwin County, State of Alabama, a Writ of Detinue returnable to said Circuit Court of Baldwin County, Alabama, against the said T. A. Wilson for the recovery of the following described property, to-wit:

One 1929 Model Stake Body Reo Automobile Truck,
Two Ton Capacity, Serial No. 3224, Motor No.
CF12033.

Now, if the said J. B. Wilson shall fail in said Writ and shall pay to the said T. A. Wilson, the Defendant in said Writ, all such costs and damages as he may sustain by the wrongful suing out of said Writ of Detinue, then this obligation to be void, otherwise to remain in full force and effect.

J. B. Wilson SEAL

Detinue SEAL

J. L. Bradley SEAL

STATE OF ALABAMA,

BALDWIN COUNTY.


Before me, the undersigned authority in and for said County in said State, personally appeared J. B. Wilson, who is known to me and who, after being by me first duly and legally sworn, doth depose and say under oath as follows:

That his name is J. B. Wilson; that he, as the owner of the property described below is duly authorized to make this Affidavit; that the property sued for in the Complaint of J. B. Wilson, Plaintiff, vs. T. A. Wilson, Defendant, viz:-

One 1929 Model Stake Body Reo Automobile Truck,
Two Ton Capacity, Serial No. 3224, Motor No.
CF12033,

belongs to the said J. B. Wilson, the said Plaintiff.

Sworn to and subscribed before
me, a Notary Public whose seal
is hereto affixed, this 7th
day of August, 1931.


Notary Public, Baldwin County,
State of Alabama.

RECORDED
J.B. Wilson VS
Plaintiff

D.R.
Wilson
Defendant

Affidavit as
Bond

Circuit Court
Law Clerk, Bond
County, Ala

July August 1st

D.W. Picman
Clerk

FILED Aug 7/1931
J.B. Wilson

Filed Aug 7/931
J. M. McQuinn
Clerk