

THE STATE OF ALABAMA (s)
:
BALDWIN COUNTY I

TO ANY SHERIFF OF THE STATE OF ALABAMA:-

You are hereby commanded to summon L. M. Grimes, D. R. Grimes, E. M. Tilton, Sr., and F. O. Tilton, 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 V. B. McAleer, as Trustee in Bankruptcy of Tilton Grocery Company, a corporation.

WITNESS my hand, this the 11th day of August, 1931.

J. W. Phipps CLERK

V. B. McALEER, as Trustee in Bankruptcy
of Tilton Grocery Company, a corporation, :

Plaintiff, :

-Vs-

L. M. GRIMES, D. R. GRIMES, E. M. TILTON,
SR., and F. O. TILTON, :

Defendants. I

IN THE CIRCUIT COURT

OF BALDWIN COUNTY,

ALABAMA.

COUNT ONE

The plaintiff alleges that on or about the 17th day of April, 1931, the Tilton Grocery Company, a corporation, was duly adjudicated a bankrupt in the District Court of the United States for the Southern District of Alabama, and that on or about the 8th day of May, 1931, at a meeting of creditors duly called and held, plaintiff was duly appointed trustee in bankruptcy of said Tilton Grocery Company, a corporation, that he duly qualified as such trustee and is still acting as such, and as such trustee the plaintiff claims of the defendants the sum of \$243.70, due by a promissory note executed by the defendants on the 18th day of March, 1931, and payable thereafter, to-wit, 18th day of June, 1931, to the order of E. M. Tilton, Sr., by whom said note was indorsed and transferred to said Tilton Grocery Company before said corporation was adjudicated a bankrupt; which sum of money, together with legal interest thereon, is still due and unpaid.

COUNT TWO

The plaintiff claims of the defendants the further and additional sum of \$50.00 as an attorney's fee for collecting the money sued for in Count One, the defendants having agreed in and by said note to pay all costs of collecting, including a reasonable attorney's fee, and the plaintiff says that said sum is reasonable.

The plaintiff says that in and by the note sued on, the defendants waived all right of exemption of personalty under the laws and constitution of Alabama, and for all the money sued for in counts one and two the plaintiff desires to have the benefit of said waiver.

Gray & Posa
ATTORNEYS FOR PLAINTIFF.

V. B. McALEER, as Trustee in Bankruptcy of Tilton Grocery Company,
a corporation,

Plaintiff,

-Vs-

L. M. GRIMES, D. R. GRIMES, E. M.
TILTON SR., and F. O. TILTON,

Defendant.

IN THE CIRCUIT COURT

BALDWIN COUNTY

ALABAMA.

Comes the plaintiff and moves the Court to enter a judgment by default against the defendants and in favor of the plaintiff in the above styled cause, and for grounds for said motion shows unto the court that the complaint and summons in said cause were served upon the defendants on or before the 3^d day of September, 1931, and no appearance has been made or entered by or for the defendants since said date;

And plaintiff says further the ~~debt~~ sued upon is evidenced by a promissory note for \$243.70, together with interest thereon from the 18th day of June, 1931, amounting to \$6.30, and attorney's fee amounting to \$45.00, or a total of \$295.00, for which the plaintiff asks judgment against the defendants.

Gray & Pou
Attorneys for Plaintiff.

STATE OF ALABAMA :

BALDWIN COUNTY :

I. T. W. Richerson, Clerk of the Circuit Court of Baldwin County, Alabama, hereby certify that the above styled suit was filed in the law side of this court on the _____ day of August, 1931; that the summons and complaint were thereafter by me duly issued to Honorable Ramsey Stuart, Sheriff of Baldwin County, to be served upon the defendants, and that said Sheriff thereafter made his return to me, showing that he had served a copy of said summons and complaint upon L. M. Grimes, and D. R. Grimes on September 3, 1931, and E. M. Tilton Sr., and F. O. Tilton on August 25th, 1931.

I further certify that no appearance, demurrer, plea or answer has been filed by or for either of said defendants in said cause.

Witness my hand, this the 2nd day of October, 1931.

I. T. W. Richerson CLERK.

Robertsdale State Bank

\$ 243⁷⁰

ROBERTSDALE, ALA.

March 18th 1921

90 Days

E. M. Gillon Sr.

AFTER DATE WITHOUT GRACE I, WE, OR EITHER OF US PROMISE TO
PAY TO THE ORDER OF Robertsdale State Bank, OF ROBERTSDALE, ALA.

Two Hundred Forty Three & 70/100 Dollars

FOR VALUE RECEIVED, PAYABLE AT THE Robertsdale State Bank, OF ROBERTSDALE, ALA.

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 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, endorser, guarantor, or any one of them.

[Signature]

E. M. Gillon daughter
A. P. Gillon father

The undersigned endorsers assume the contract shown by the face of this note.

J. R. Gimmey *bet*
E. M. Lilton Sr. *Daphne*
J. D. Lilton *& Losley*

PAY TO THE ORDER OF
ANY BANK, BANKER
OR TRUST COMPANY
AT THE PLACE OF PAYMENT
NOV 12 1931
THE MOBILE NATIONAL
61-34 BANK 61-34
MOBILE, ALABAMA
E. S. WAHL, CASHIER

Paid at 7:00 / 431
J. M. Ricciani
clerk

1931
NOV 21 1931
STATION
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 11-21-2010 BY 60321