

SWIFT & COMPANY, LTD.,  
A CORPORATION.

PLAINTIFF.

VS.

WENZEL JANKOVITZ.

DEFENDANT.

Plaintiff claims of defendant \$70.46 due by promissory note dated January 25th. 1913 and payable on or before November 1st. 1913 to the Farmer's Union Produce Exchange, with interest.

Plaintiff claims of defendant the further sum of \$19.17 due by promissory note dated October 17th. 1913 and payable on or before May 1st 1913, with interest.

Plaintiff alleges that said notes are now the property of plaintiff.

Plaintiff claims of defendant the further sum of \$15.00 reasonable attorneys fees provided for in the collection of said note.

Plaintiff alleges that defendant in said note and as part thereof waived exemptions as to personal property.

W. G. McAllister  
ATTORNEYS FOR PLAINTIFF.

SUMMONS AND COMPLAINT.

The State of Alabama, }  
BALDWIN COUNTY. }

CIRCUIT COURT.

No. \_\_\_\_\_ Fall \_\_\_\_\_ Term, 1915.

To any Sheriff of the State of Alabama:

You are hereby commanded to summon Wenzel Jankovitz

to appear at the next term of the Circuit Court to be held for said County at the place of holding the same, then and there to answer the complaint of

Swift and Company, L.T.D. & Corporation.

Witness my hand. this 22nd day of September 1915.

W. J. Rickey Clerk.

COMPLAINT.

Plaintiffs

vs.

Defendants

The plaintiff claim of the Defendant

Dollars, due

The State of Alabama,  
BALDWIN COUNTY.

CIRCUIT COURT.

~~XXXXXXXXXXXXXXXXXXXX~~

Swift and Co., L.T.D. a Corpo-  
-ration. vs Plaintiffs

Wenzel Jankovitch.

Defendants

SUMMONS AND COMPLAINT.

Filed Sep 22nd, 1915

J. W. [Signature] Clerk

Defendant lives at

Lillian, Ala.

Mc Millan & Grayson.

Plaintiff's Attorney

Defendant's Attorney

Baldwin Times Print. Bay Minette, Ala.

Received in office

September 22nd, 1915.

Sheriff

I have executed this Writ

this 30<sup>th</sup> day Oct. 1915  
by leaving a copy of the within sum-  
mons and Complaint with

Wenzel Jankovitch.

L. E. Eubank Sheriff  
By [Signature] Deputy Sheriff

*Mr. the party  
assess plaintiff's  
damages as \$118.19  
Albert and  
Johnny*

628  
\$70.46  
On or before November 1, 1913 after date *William A. Jan 20* 1913 promise to

pay to the order of **Farmers Union Produce Exchange**

*Seventy \$6.00* Dollars

value received. Negotiable and payable at the ~~Peoples Bank~~, *Mobile, Ala. Foley*

*I* agree to ship Farmers Union Produce Exchange, *2* Bales Cotton or pay commission on the deficit.

And as a part of the consideration hereof *I* hereby waive all right which *I* may have under the Constitution and Laws of Alabama to have any of *any* property exempt from levy and sale under legal process for this debt.

And it is further agreed that if the said Farmers Union Produce Exchange, shall advance to *me* any amount, either in money or goods, over and above the face of said note *I* hereby waive all of *my* right to exemption as against the collection of such amount due the said Farmers Union Produce Exchange.

And should it become necessary to employ an attorney in the collection of this debt *I* promise to pay all reasonable attorney's fees charged therefor.

WITNESS: *Mary C. Jan 20*

Farmers' Union Produce Exch.

*L. J. Miller*

PAY TO THE ORDER OF

*W. L. Davis of Day*

FOR COLLECTION FOR ACCOUNT OF  
SWIFT & COMPANY LTD.  
L. J. MILLER & REAS.

*W. L. Davis*

\$ 19'2

Lillian A. A. 17

3475

1913

Payable May 1, 1914, after date, without grace, I promise to pay to the order of Swift & Co., Ltd., Harvey, La.

Twenty 17/100 DOLLARS,  
for value received, in gold coin of the United States of the present standard of weight and fineness, with interest after maturity until paid at the rate of 8 per cent.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, 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 suits 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 and 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.

Payable at

155897

*Harvey*

*Wesley J. J. J.*

