

4089

C O M P L A I N T

PEOPLES FERTILIZER COMPANY,)	IN THE CIRCUIT COURT OF
a corporation,)	
)	
PLAINTIFF,)	BALDWIN COUNTY, ALABAMA
)	
VS.)	
)	AT LAW.
J. M. CAMPBELL,)	
)	
DEFENDANT.)	

I.

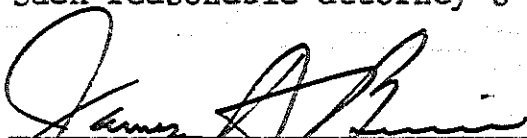
The Plaintiff claims of the Defendant the sum of Two Thousand One Hundred Thirty Six and 85/100 (\$2,136.85) Dollars, principal, due by two promissory notes in the amount of One Thousand and No/100 (\$1,000.00) Dollars, and One Thousand One Hundred Thirty Six and 85/100 (\$1,136.85) Dollars, made by the Defendant on the 6th day of September, 1958, and the 24th day of November, 1958, respectively, and payable on the 10th day of January, 1959, and the 1st day of November, 1959, respectively, with interest from the 10th day of January, 1959, and the 5th day of August, 1958, respectively, at the rate of six (6%) per cent per annum.

II.

The Plaintiff claims of the Defendant the sum of Two Thousand One Hundred Thirty Six and 85/100 (\$2,136.85) Dollars, principal, due by two promissory notes in the amount of One Thousand and No/100 (\$1,000.00) Dollars, and One Thousand One Hundred Thirty Six and 85/100 (\$1,136.85) Dollars, made by the Defendant on the 6th day of September, 1958, and the 24th day of November, 1958, respectively, and payable on the 10th day of January, 1959, and the 1st day of November, 1959, respectively, with interest from the 10th day of January, 1959, and the 5th day of August, 1958, respectively, at the rate of six (6%) per cent per annum.

Plaintiff avers that in and by the terms of said notes, the Defendant waived all right to exemption under the Constitution and Laws of the State of Alabama, and of this waiver Plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said notes, the Defendant 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 claims of the Defendant the further and additional sum of Three Hundred Twenty and 53/100 (\$320.53) Dollars, as such reasonable attorney's fee.


JAMES A. BRICE


RICHARD C. LACEY

ATTORNEYS FOR PLAINTIFF

The Defendant resides at Robertsdale, Alabama.

FILED
DEC 3 1959

ALICE S. DUCK, Clerk

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon J. M. CAMPBELL

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against J. M. CAMPBELL

....., Defendant

by PEOPLES FERTILIZER COMPANY, a corporation

....., Plaintiff.....

Witness my hand this 3rd day of Dec. 1959

160

Miss J. Luck, Clerk

No. 4089

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

PEOPLES FERTILIZER COMPANY,

a corporation

Plaintiffs

vs.

J. M. CAMPBELL

Defendants

SUMMONS and COMPLAINT

Filed **FILED**, 19.....

DEC 3 1959

....., Clerk
ALICE J. DUCK, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

12/3, 1959

....., Sheriff

I have executed this summons

this 1-5, 1960

by leaving a copy with

J. M. Campbell

Sheriff claims 52 miles at

Ten Cents per mile Total \$ 5.20

TAYLOR WILKINS, Sheriff

BY E. D. Steadman
DEPUTY SHERIFF

Taylor Wilkins Sheriff

E. D. Steadman Deputy Sheriff

Residence, Ala

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

February 5, 1960

Mrs. Alice J. Duck
Circuit Clerk
Bay Minette, Alabama

4087

Re: Peoples Fertilizer Company
vs: J. M. Campbell
Law 4087

Dear Mrs. Duck:

Please place this file before Judge Hall for judgment for the Plaintiff by default for \$2,136.~~00~~⁸⁵ principal, \$163.32 interest, and \$320.00 attorney's fees, a total of \$2,620.17.

The promissory notes which are the foundation of this suit are herewith enclosed. Please send me a certified copy of the judgment.

Sincerely yours,


James A. Brice

JAB/vd

Enclosures

\$

\$1000⁰⁰

FOLEY, ALA.,

Sept 5, 1958

AFTER DATE, WITHOUT GRACE PROMISE TO PAY

TO THE ORDER OF Peoples Fertilizer Co.
One thousand & no/100

DOLLARS

FOR VALUE RECEIVED, WITH INTEREST AT 6 PER CENT. PER ANNUM FROM Jan. 10, 1959
UNTIL PAID.

PAYABLE AT Foley, 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.

J. M. Campbell SEAL

No.

DUE Jan. 10, 1959

SEAL

\$ 1136.85

\$ 1136.85

FOLEY, ALA.,

Nov. 24

1958

AFTER DATE, WITHOUT GRACE

PROMISE TO PAY

TO THE ORDER OF

Prophe Fertilizer Co.

Eleven hundred thirty-six & 85/100

DOLLARS

FOR VALUE RECEIVED, WITH INTEREST AT 6 PER CENT. PER ANNUM FROM

August 5th 1958

UNTIL PAID.

PAYABLE AT

Foley, 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.

No.

DUE

Nov

1, 1959

 SEAL