

4090

C O M P L A I N T

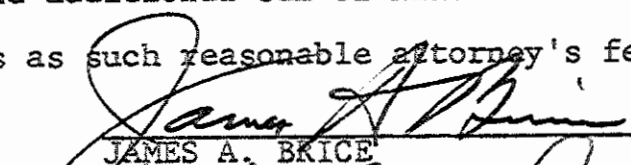
PEOPLES FERTILIZER COMPANY,)	IN THE CIRCUIT COURT OF
a corporation,)	BALDWIN COUNTY, ALABAMA
PLAINTIFF,)	AT LAW.
VS.)	
EDWIN GULLEDGE,)	
DEFENDANT.)	

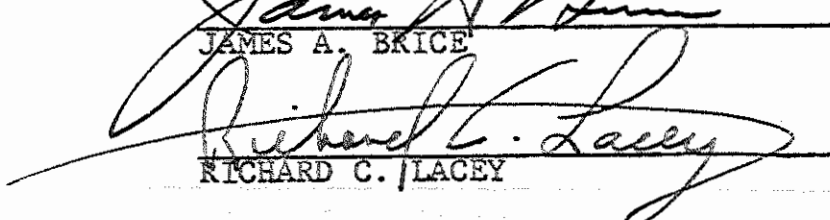
I.

The Plaintiff claims of the Defendant the sum of Six Thousand Four Hundred Four and 72/100 (\$6,404.72) Dollars, principal due by promissory note made by said defendant on the 28th day of August, 1958, and payable on the 1st day of December, 1958, with interest from the 28th day of August, 1958, at the rate of six (6%) per cent per annum.

Plaintiff avers that in and by the terms of the said note the defendant waived all right to exemption under the Constitution and Laws of Alabama as to personal property and of this waiver Plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the Defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the Plaintiff further claims of the defendant the further and additional sum of Nine Hundred Sixty and 71/100 (\$960.71) Dollars as such reasonable attorney's fee.


JAMES A. BRICE


RICHARD C. LACEY

ATTORNEYS FOR PLAINTIFF

The Defendant resides in Summerdale, Alabama.

FILED

DEC 3 1959

ALICE V. 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 EDWIN GULLEDGE

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 EDWIN GULLEDGE

....., Defendant

by PEOPLES FERTILIZER COMPANY, a corporation

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

Witness my hand this 3rd day of Dec. 19 59

Alice J. Luck, Clerk

JAMES A. BRICE

ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

January 13, 1960

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

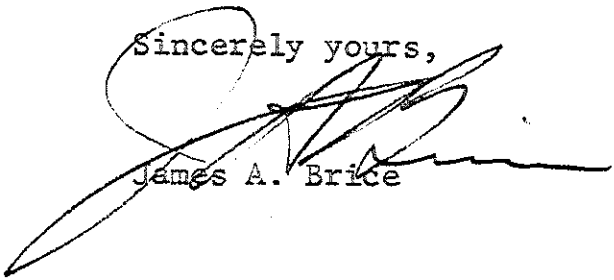
Re: Peoples Fertilizer Company
vs: Edwin Gullledge
Law 4090

Dear Mrs. Duck:

Please place this file before Judge Hall for judgment for plaintiff by default. The judgment should be for \$6,404.72 principal, \$960.71 attorney's fee, and \$522.29 interest, a total of \$7,887.72.

The promissory note, basis of the suit, is enclosed. Please send me a certified copy of the judgment.

Sincerely yours,


James A. Brice

JAB/vd

Enclosure

cc:Peoples Fertilizer Company
Foley, Alabama

\$6,904.72

\$6,904.72

FOLEY, ALA.,

August 28, 1958

December 1, 1958

AFTER DATE, WITHOUT GRACE I PROMISE TO PAY

TO THE ORDER OF

PEOPLES FERTILIZER COMPANY

Six Thousand Nine Hundred Four + $\frac{72}{100}$ DOLLARS

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

PAYABLE AT office of payee, Foley, Alabama

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 Dec. 1, 1958

Chris Gullidge SEAL