

COLEMAN MARINE & HARDWARE, LTD.,)
a co-partnership, composed of)
James P. Coleman and John Ray)
Nelson,)

Plaintiff,)

-vs-

LUKE COLEY,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

For answer to the Complaint, the Defendant says that
the allegations of the Complaint are untrue.

Luke Coley

Defendant demand trial by Jury.

Luke Coley

FILED

MAR 21 1961

ALICE J. DUCK, CLERK
REGISTER

4118

C O M P L A I N T

COLEMAN MARINE & HARDWARE, LTD.,) IN THE CIRCUIT COURT OF
a co-partnership, composed of)
James P. Coleman and John Ray) BALDWIN COUNTY, ALABAMA
Nelson,)
PLAINTIFF,) AT LAW.
VS.)
LUKE COLEY,)
DEFENDANT.)

I.

The Plaintiff claims of the Defendant Sixty Eight and 83/100 (\$68.83) Dollars, due from him on account, to-wit: the 8th day of October, 1958, which sum of money, with interest thereon is still unpaid.

II.

The Plaintiff claims of the Defendant Sixty Eight & 83/100 (\$68.83) Dollars, due from him on account for merchandise, goods and chattels sold by the Plaintiff to the Defendant on, to-wit: the 8th day of October, 1958, which sum of money, with interest thereon is still unpaid.

III.

The Plaintiff claims of the Defendant the sum of One Hundred Fifty and No/100 (\$150.00) Dollars, principal due by promissory note made by said defendant on the 6th day of October, 1958, and payable on the 6th day of November, 1958, with interest from the 6th day of October, 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 collection 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 Forty Five and No/100 (\$45.00) Dollars as such reasonable attorney's fee.

FILED
DEC 28 1959
ALICE J. DUCK, Clerk

185

JAMES A. BRICE

RICHARD C. LACEY
ATTORNEYS FOR PLAINTIFF

THERE is attached hereto as Exhibit "A" and made a part hereof, an itemized statement of account verified by Jame P. Coleman, a competent witness, sworn to before a Notary Public, which statement shows the amount due on this account as of the 8th day of October, 1958.

The Defendant resides in Gulf Shores, Alabama.

FILED

DEC 28 1958

ALICE J. DUCK, Clerk

A F F I D A V I T

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Before me, Richard C. Lacey, a Notary Public in and for said County, in said State, personally appeared James P. Coleman, who, being by me first duly sworn, deposes and says: that he is a co-partner of Coleman Marine & Hardware, Ltd.; that the annexed statement of account of said Coleman Marine & Hardware, Ltd., against Luke Coley is just, true, and correct; that there is now due on said account Sixty Eight and 83/100 (\$68.83) Dollars, after deducting all credits, set-offs or counterclaims.


JAMES P. COLEMAN

Sworn to and subscribed before me on this
the 23 day of December, 1959.


NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

STATEMENT

FROM Coleman Marine & Hardware, Ltd.

Foley, Alabama

December 29, 1959

TO Mr. Luke Coley

ADDRESS

CITY Gulf Shores, Ala.

TERMS

Due November 1, 1958

\$68.83

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 LUKE COLEY

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 LUKE COLEY

....., Defendant

by COLEMAN MARINE & HARDWARE, LTD., a co-partnership composed of
James P. Coleman and John Ray Nelson....., Plaintiff.....

Witness my hand this 28 day of Dec 1959

Archie J. Buck Clerk

THE STATE OF ALABAMA
BALDWIN COUNTY**CIRCUIT COURT****COLEMAN MARINE & HARDWARE, LTD.**a co-partnership composed of
James P. Coleman & John Ray
Nelson

Plaintiffs

vs.

LUKE COLEY

Defendants

SUMMONS and COMPLAINT

Filed 19.....

FILED**DEC 28 1959****ALICE L. DUCK, CLERK**
REGISTER

Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

12/28/59, 19.....

, Sheriff

I have executed this summons

this Feb 29, 1960

by leaving a copy with

Luke ColeySheriff claims 72 miles atTen Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY Taylor Wilkins
DEPUTY SHERIFF

Sheriff

Deputy Sheriff

Coley

\$ 300.00

FOLEY, ALABAMA, October 6, 1958

For value received, I or we, jointly and severally, promise to pay to the order of

COLEMAN MARINE & HARDWARE, LTD.

FOLEY, ALABAMA

Three-hundred and no/100 - - - - - DOLLARS

payable at **FARMERS & MERCHANTS BANK, Foley, Ala.**, in six monthly installments of

\$ 50.00 each, and one installment of \$ 0, the first installment to become due and payable

on or before the 6 day of November, 1958, and one installment to become due and payable

on or before the 0 day of each succeeding month until the whole of said indebtedness is paid, with in-

terest from date at the rate of 8 per annum.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof.

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. 1 58849

Luke Coley (Seal)
-Luke Coley-

Address Gulf Shores, Ala.

(Seal)

Filed 9-14-60
Ringneck
oak