

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

January 13, 1960

4/130

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

Re: Reynolds Brothers Lumber Company  
vs: C. M. Northcutt and Florence Northcutt

Dear Mrs. Duck:

Enclosed is summons and complaint in proper quantity for the above suit. I also attach to this letter the promissory note which is the basis of suit.

Please have the defendants served at Robertsdale, Alabama.

Very truly yours,

James A. Brice

JAB/vd

Enclosures as noted

No. 4138

FILED

JAN 14 1960

AUGUST DUCK CLERK  
REGISTER

C O M P L A I N T

REYNOLDS BROTHERS LUMBER COMPANY, ) IN THE CIRCUIT COURT OF  
a co-partnership composed of J. P. ) BALDWIN COUNTY, ALABAMA  
Reynolds and M. C. Reynolds, )  
PLAINTIFF, ) AT LAW.  
VS. )  
C. M. NORTHCUTT and FLORENCE )  
NORTHCUTT, )  
DEFENDANTS. )

I.

The plaintiff claims of the defendants the sum of One Thousand Forty-four and 45/100 (\$1,044.45) Dollars, due by promissory note made by the defendants on the 14th day of July, 1959, and payable on the 6th day of September, 1959, with interest from the 14th day of July, 1959, at the rate of six (6%) per cent per annum.

II.

The plaintiff claims of the defendants the sum of One Thousand Forty-four and 45/100 (\$1,044.45) Dollars, due by promissory note made by the defendants on the 14th day of July, 1959, and payable on the 6th day of September, 1959, with interest from the 14th day of July, 1959, at the rate of six (6%) per cent per annum.

Plaintiff avers that in and by the terms of said note the defendants 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 note, the defendants 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 defendants the further and additional sum of Two Hundred and No/100 (\$200.00) Dollars, as such reasonable attorney's fee.

  
ATTORNEY FOR PLAINTIFF

The defendants reside at Robertsdale, Alabama.



No. 4130

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**STATE of ALABAMA**

**Baldwin County**

**CIRCUIT COURT**

REYNOLDS BROTHERS LUMBER COMPANY,  
a co-partnership composed of J.P.  
Reynolds and M. C. Reynolds

Plaintiffs

vs.

C. M. NORTHCUTT and FLORENCE

NORTHCUTT

Defendants

**Summons and Complaint**

Filed

**FILED**

19

JAN 14 1960

ALICE J. DUCK, CLERK  
REGISTER

Clerk

JAMES A. BRICE

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Received In Office

1/14, 1960

Sheriff.

I have executed this summons

this 1-25

1960

by leaving a copy with

C. M. Northcutt  
Florence Northcutt

Sheriff claims 10 1/2

miles at

Ten Cents per mile Total \$ 10 40

TAYLOR WILKINS, Sheriff

BY 60

DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

Edlough Shadham

Deputy Sheriff.

Resinton, Ala

REYNOLDS BROTHERS LUMBER  
COMPANY, a co-partnership  
composed of J. P. Reynolds  
and M. C. Reynolds,

PLAINTIFFS

VS

C. M. NORTHCUTT and  
FLORENCE NORTHCUTT

DEFENDANTS

)  
) IN THE CIRCUIT COURT OF  
) BALDWIN COUNTY, ALABAMA,  
) AT LAW  
) NO. 4130  
)  
)

Comes now the Defendants in the above styled cause and demurs to the  
Plaintiff's Complaint and for grounds thereof says:

1.

The Complaint fails to allege whether the note sued on was signed  
jointly by the Defendants or whether there were two separate notes signed  
by the Defendants.

Wilters & Brantley

BY: Henry J. Wilters, Jr.  
Attorneys for the Defendants

The Defendants demands a trial by jury.

Wilters & Brantley

BY: Henry J. Wilters, Jr.  
Attorneys for the Defendants

4130

REYNOLDS BROTHERS LUMBER COMPANY  
a co-partnership composed of J.P.  
Reynolds and M. C. Reynolds

PLAINTIFFS

VS

C. M. NORTHCUTT AND FLORENCE  
NORTHCUTT

DEFENDANTS

DEMURRERS

STATE BANK OF ELBERTA  
ELBERTA, ALA.

\$1044.45

Foley

ELBERTA, ALA.,

July 14,

1959

As agreed herein ----- after date, without grace I ----- promise to  
pay to the order of Reynolds Brothers Lumber Co.

Ten Hundred and Forty-four & 45/100-----

DOLLARS

at their office, Foley Ala.

For value received, payable to the STATE BANK OF ELBERTA, ALA. with interest at -----

six ----- per cent. per annum from this date until paid. I agree to pay 100.00 9/6/59 and  
100.00 each month thereafter until fully paid.

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 all right of exemption under the Constitution and Laws of Alabama, or any other state, 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 the maker, endorser, surety, guarantor, of this note severally waives demand, presentment, protest, notice of  
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 -----

\* *Em Northcutt*  
\* *Florence Northcutt*

(over)



The endorser of this note agree to pay all cost of collection, including a reasonable attorney's fee, whether costs are incurred by suit against any one or more of the makers or endorser, or otherwise; and each endorser expressly waives all right to claim exemptions under the Constitution and Laws of the State of Alabama, or any of these United States as to this debt should this note not be paid at maturity. Notice and protest and all steps necessary to bind each endorser hereon on the non-payment of this note are hereby waived by each endorser. The said State Bank of Elberta, Elberta, Ala., is hereby authorized by each surety and endorser hereof to apply at any time any funds in said Bank belonging to any one or more of said endorser to the payment of this debt.

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