

D.F.Green, as Superintendent of
Banks for the State of Alabama,
and as successor of A.E.Walker in
such office liquidating the affairs
of the Bank of BayMinette,

Versus.

John Langham, C.W.Hall, J.H.Bryars,
E.Ward and J.H.Bryars as Executor of
the estate of Alex Boone, deceased.

:
:
: IN CIRCUIT COURT OF
:
: BALDWIN COUNTY,
:
: ALABAMA.
:
:

Now comes the plaintiff in the above entitled
cause and asks leave of the Court to amend the complaint as
originally filed in said cause by adding the following addition-
al counts.

COUNT 3. The plaintiff claims of the defendants
the sum of Two Thousand (\$2,000.00) Dollars, due on a promissory
note made by C.B. Thompson, bearing date of August 26th, 1914,
and payable thirty days after date to the order of the Bank of
Bay Minette, for \$2,000.00, and endorsed by the defendants, to-
gether with interest thereon, and plaintiff avers that said note
contained the following clause:

"The parties to this instrument, whether maker,
indorser, surety or guarantor, each for himself, hereby severally
waive as to this debt or any renewal thereof, all right to exemp-
tion under the Constitution and Laws of Alabama, as to personal
property, and they each severally agree to pay all costs of collec-
tions, or securing or attempting to collect or secure this note,
including a reasonable attorney's fee, whether the same be col-
lected or secured by suits or otherwise."

Plaintiff herewith claims said reasonable attorney's
fee and alleges that \$300.00 is a reasonable attorney's fee.

COUNT 4. The plaintiff claims of the defendant the
further sum of Three Thousand (\$3,000.00) Dollars, due by promis-
sory note, made by C.B. Thompson, bearing date of August 26th,
1914, and payable sixty days after date to the order of the Bank
of Bay Minette, for \$3,000.00, and which said note was endorsed
by defendants, together with the interest thereon, and plaintiff
avers that said note contained the following clause:-

"The parties to this instrument, whether maker,
indorser, surety or guarantor, each for himself hereby severally
waive as to this debt or any renewal thereof, all right to exemp-
tion under the Constitution and Laws of Alabama, as to personal
property, and they each severally agree to pay all costs of collec-
tions or securing or attempting to collect or secure this note,
including a reasonable attorney's fee, whether the same be col-
lected or secured by suits or otherwise."

Plaintiff claims \$450.00 as a reasonable attorney's
fee incurred by him in bringing this suit.

COUNT 5. The plaintiff claims of the defendant the sum of Five Thousand (\$5,000.00) Dollars, due by two promissory notes, made by C.B. Thompson, each of said notes bearing date of August 26th, 1914 and one of said notes being for the sum of \$2,000.00 and payable thirty days after date to the order of the Bank of Bay Minette and the other note being payable sixty days after date to the order of the Bank of Bay Minette for \$3,000.00, both of which said notes were endorsed by defendants, together with interest thereon; and the plaintiff alleges that the Bank of Bay Minette became the holder of said notes before maturity for a valuable consideration and without notice of any outstanding equities; and plaintiff further avers that in each of said notes the defendants waived all rights of exemptions allowed them as to personal property under the Constitution and Laws of the State of Alabama and they also provided to pay all costs of collection, including a reasonable attorney's fee, which said attorney's fee the plaintiff hereby claims and alleges to be \$750.00.

Chas. Hall

Gordon Edington
ATTORNEYS FOR PLAINTIFF.

9/2

D. F. Green, as Supt. of
Banks for the State
of Ala., and as successor
of A. E. Walker in such
Office, etc

vs.

John Langhau,
et al

Amendment to Complaint

Filed Oct 17th/919.
D. W. Peterson
Clerk.

R