

C. H. WHITEMAN, PLAINTIFF)
VS.)
FRANK S. STONE, DEFENDANT)

IN THE CIRCUIT COURT
BALDWIN COUNTY, ALABAMA.

FIRST: The plaintiff claims of the defendant \$41.98, for that upon, to-wit, the 20th day of May, 1913, the defendant executed and delivered to the plaintiff the following promissory note, to-wit:

\$36.50 Bay Minette, Ala., May 20th. 1913

Thirty Days after date, without grace I promise to pay to the order of C.H Whiteman Thirty Six & 50/100ths----- DOLLARS, for value received, in gold coin of the United States of the present standard of weight and fineness, with interest from Maturity until paid.

Payable at the Baldwin County Bank in Bay Minette, Alabama.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waives as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, 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 suits or otherwise. And the 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.

Due No. (Signed) FRANK S. STONE

That the defendant failed to pay said note when due and still fails to pay said note and said note ^{with the interest thereon} is still due and unpaid; that the plaintiff has placed said note in the hands of an attorney for collection, and that a reasonable fee for collecting said note is \$5.48.

SECOND: The plaintiff claims of the defendant \$41.98, for that upon, to-wit, the 20th day of May, 1913, the defendant executed and delivered to the plaintiff the following promissory note, to-wit:

\$36.50

Bay Minette, Ala., May 20th. 1913

Sixty after date, without grace, I promise to pay to the order of C H Whiteman Thirty Six & 50/100ths----- DOLLARS, for value received, in gold coin of the United States of the present standard of weight and fineness, with interest from Maturity until paid.

Payable at the Baldwin County Bank in Bay Minette, Alabama.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right to exemption under the Constitution and Laws of Alabama, 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 suits or otherwise. And the 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.

Due No. (Signed) FRANK S. STONE

That the defendant failed to pay said note when due and still fails to pay said note, and said note ^{with the interest thereon} is still due and unpaid; that the plaintiff has placed said note in the hands of an attorney for collection, and that a reasonable fee for collecting said note is \$5.48.

Jesse G. Hagan
Attorney for Plaintiff.

SUMMONS AND COMPLAINT

The State of Alabama { No.
Baldwin County

Circuit Court

April 27th, 1916.

To Any Sheriff of the State of Alabama :

You are hereby commanded to summon Frank S. Stone,

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 him the Defendant.

by C.H. Whiteman, Plaintiff

Witness my hand this 27th day of April 1916.

J. W. Riccerson Clerk.

COMPLAINT

.....Plaintiff Versus.....

The plaintiff claims of the defendant

.....Dollars due by

.....Plaintiff's Attorney.

Original

No.

STATE OF ALABAMA,

BALDWIN COUNTY.

CIRCUIT COURT

C. H. Whiteman,

vs.

Plaintiffs

Frank S Stone,

Defendants

SUMMONS AND COMPLAINT

Filed April 27th, 1916.

Clerk

Defendant lives at

Bay Minette,

Jesse F Hogan,

Plaintiff's Attorney

Defendant's Attorney

Times Print, Bay Minette

Received in office

April 27th, 1916.

C. E. Eubanks Sheriff

I have executed this Writ

this *April 28* 191*6*

by leaving a copy of the within summons and complaint with

Frank S Stone

C. E. Eubanks Sheriff

Foster Hayles Deputy Sheriff.