

The State of Alabama, BALDWIN County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon August Templeman

to appear in the Circuit Court of Baldwin County, Alabama, at the place of holding the same and plead, answer, or demur, within thirty days from service hereof to the complaint of J.A. Pilgrim, doing Business as Foley Building & Supply Co.,

Witness this 22nd day of January, 1932

T. W. Ransom, Clerk.

IF THE DEFENDANT FAILS TO APPEAR AND PLEAD, ANSWER OR DEMUR WITHIN THIRTY DAYS AFTER SERVICE THE PLAINTIFF MAY TAKE JUDGMENT BY DEFAULT.

COMPLAINT

J.A. PILGRIM, doing business

AUGUST TEMPLEMAN

as Foley Bld'g & Supply Co

VS.

Plaintiff

Defendant

And the Plaintiff claim s of the Defendant Two Hundred Eight & 05/100

Dollars, due

by certain promissory note made by the defendant on the 1st day of April, 1931 and due July 1st, 1931, together with interest at the rate of 8% per annum from maturity.

Plaintiff further alleges that in, by and as a part of said note, defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure, this note; including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$35.00 as such reasonable attorney's fee.

Plaintiff further alleges that in, by and as a part of said note Defendants waived all right of exemption under the Constitution and Laws of Alabama as to personal property, and of this waiver Plaintiff now claims the benefit.

All of which sums of money, together with the interest thereon, are still due and unpaid.

A. H. Crovatt
A.H. Crovatt,
Attorney for Plaintiff.

ORIGINAL

No.

The State of Alabama

County

CIRCUIT COURT

J.A. Pilgrim, doing business
as Foley Building & Supply Co.
Plaintiff
vs.

August Templeman
Defendant

Summons and Complaint

Filed this 22nd day of

January 19 32

W. R. Stump
Clerk.

Plaintiff's Attorney.

Received this day

of 19

....., Sheriff.

Executed this Jan 26 day

of 19 32, by

leaving a copy of the within Summons and Com-
plaint with

August Templeman
Defendant
W. R. Stump
Sheriff
By J. H. Green

The State of Alabama,

COUNTY

To the Sheriff of County:

Whereas, the Plaintiff..... in the within stated
cause ha..... made affidavit and given bond as
required by law, you are hereby required to
take the property mentioned in the complaint
into your possession, unless the Defendant.....
give..... bond payable to the Plaintiff..... with
sufficient surety in double the amount of the
value of the property, with condition that if the
Defendant

cost in the suit.....
within thirty days thereafter, deliver the property
to the Plaintiff....., and pay all costs and damages
which may accrue from the detention thereof.

....., Clerk.

The State of Alabama

Baldwin County

Before me, _____, a Justice of the Peace in and for
 said County, personally appeared J. A. Pilgrim
 who being duly sworn, says that August XX Templeman
 justly indebted to J. A. Pilgrim, doing business as Foley Building Supply Co.
 in the sum of two hundred and eight dollars and five cents DOLLARS,
 after allowing all just offsets and discounts, and the said August Templeman has fraudulently
 disposed of his property, or is about to fraudulently dispose of his
 property,

and that this Attachment is not sued out by him for the purpose of vexing or harassing the said Defendant.

Sworn to and subscribed before me this

22nd. day of January, 1932. 192

Frank W. Walker J.P.

J. A. Pilgrim

The State of Alabama

Baldwin County

KNOW ALL MEN BY THESE PRESENTS, That we, Foley Building Supply Co.

From

are held and firmly bound unto August XX Templeman in the sum of four hundred and sixteen
dollars and ten cents (\$416.10) Dollars,

to be paid unto the said August X. Templeman
 heirs, executors, administrators or assigns, for which payment, well and truly to be made, we bind ourselves and each of
 us, our heirs, executors, jointly and severally, firmly by these presents. And the right of exemption under the Constitu-
 tion and Laws of Alabama is hereby waived as to this Bond.

Sealed with our seals, and dated this 22nd. day of January, 1932. 192

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above bounded

Foley Building Supply Co.

has on the day of the date hereof, prayed an Attachment at the suit of J. A. Pilgrim, doing
business as Foley Building Supply Co.

for the sum of two hundred and eight dollars and five cents Dollars,
 the circuit Court of said County,
 and has obtained the same, returnable before the circuit court the day of 192

Now, if the said Plaintiff shall prosecute said Attachment to effect and pay the said Defendant all such damages as
August XX Templeman may sustain by the wrongful or vexatious suing out of said Attachment, the above obli-
 gation to be void; otherwise to remain in full force and effect.

Approved this 22nd. day of

January, 1932. 192

D. W. B. B. B. J.P.
 Clerk Circuit Court Baldwin
 County, Alabama.

Foley Bldg Supply Co.
J. A. Pilgrim (Seal)
From (Seal)
C. M. Roberts (Seal)

\$ 208. ⁰⁵ —

\$ 208. ⁰⁵

FOLEY, ALA. April 1 1931

Ninety Days after date, without grace, I promise to pay to
the order of Foley Building Supply Co.
Two Hundred Eight + ⁰⁵ / 100 Dollars

for value received, with interest at 8 per cent per annum from Maturity
until paid.

Payable at FARMERS AND MERCHANTS BANK, FOLEY, ALA.

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.

Due July 1 - 1931

H. Tempelmeier

The State of Alabama }

Baldwin County }

\$416.10.....

(Double the amount sworn to be due)

Circuit

~~XXXXXX~~ COURT OF

Baldwin County, Ala.

Term, 192.....

Attachment Affidavit and Bond

J. A. Pilgrim doing business as

Foley Building Supply Co.

Plaintiff.

vs.

A. Templeman.

Defendant.

Filed 22 day of Jan 1932

J. A. Pilgrim
Clerk.

The endorsers 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 endorsers, 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 Farmers & Merchants Bank, Foley, Ala., is hereby authorized by each surety and endorser hereof to apply on or after maturity to the payment of this debt any funds belonging to any endorser on this note.

35.00

221.05

256.05