

V. E. MIMS,

Plaintiff,

-vs-

W. D. STAPLETON,

Defendant.

IN THE CIRCUIT COURT-LAW SIDE

STATE OF ALABAMA

BALDWIN COUNTY.

Comes the Defendant in the above styled cause, and for answer to the Complaint filed in said cause, and to each and every count thereof, separately and severally, says:-

FIRST:

That the allegations of the Complaint are untrue.

Kybart, Head & Hason
Attorneys for Defendant.

Defendant demands trial of this cause by a Jury.

Kybart, Head & Hason
Attorneys for Defendant.

TO THE HONORABLE SENATOR
JOHN F. JOHNSON
WASHINGTON, D. C.

FROM THE
SENATOR

RE: [illegible]

AT
WASHINGTON, D. C.
[illegible]

Filed Feb 5th/1932
J. W. Richmond
Clerk

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

The State of Alabama, Baldwin County

CIRCUIT COURT

To Any Sheriff of the State of Alabama—Greeting:

You are hereby commanded to summon W.D. Stapleton

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
V.E.Mims

Witness this 5th day of February, 1932

J. V. Riccio, 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

vs.

Plaintiff

Defendant.

And the Plaintiff.....claim..... of the Defendant.

..Dollars, due

Original
No.

The State of Alabama
RECORDED
County

CIRCUIT COURT

V. E. Kins

Plaintiff

vs.

W. D. Stapleton

Defendant

Summons and Complaint

Filed this 5th day of
February 1932

D. R. Rimmer
Clerk.

Gordon, Eddington & Leigh,
Plaintiff's Attorney.

Received this 5th day
of February, 1932
....., Sheriff.

Executed this Feb 5th day
of Feb, 1932, by
leaving a copy of the within Summons and Com-
plaint with

W. D. Stapleton
Defendant
W. K. Stuart
Sheriff.
By M. H. Williams
D. S.

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.

V. E. Tiers -

vs
W. B. Stapleton

Circuit Court
Baldwin Co
Ala

The Defendant - for further
Reply to the Complaint -

says that the demand
which is the basis

of this suit - was
paid by the defendant
to the plaintiff before

this action was commenced

Hylton Scott Hobbs
attys for Defendant

V.E. Munn

~

W. H. Stapleton

Pls

Filed

May 4th 1933

T. W. Riemer

Chas. F.

Merchants National Bank
OF MOBILE, ALABAMA

#10

MOBILE, ALA.

October 9,

1929.

- - - On or Before Eleven Months

AFTER DATE, WITHOUT GRACE

I

PROMISE TO PAY TO

THE ORDER OF V. E. Mims - - - - -

\$700.00

51.33

Seven Hundred and 00/100 - - - - -

DOLLARS

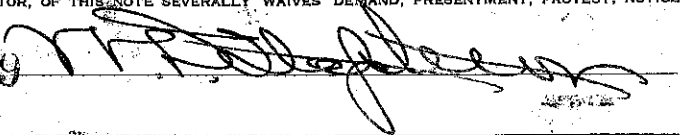
with interest at 8% per annum from date,

FOR VALUE RECEIVED, PAYABLE AT The MERCHANTS NATIONAL BANK of Mobile, 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 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 OR GUARANTOR, OF THIS NOTE SEVERALLY WAIVES DEMAND, PRESENTMENT, PROTEST, NOTICE OF PROTEST, SUIT AND ALL OTHER REQUIREMENTS NECESSARY TO HOLD THEM.

Subject to terms of contract
of even date herewith

24029



DUE -

The undersigned endorsers, 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 said endorsers severally waive demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

5/25/31 Cr. 266.0

11-7-31 or 250.07

Filed Jan 10/93
T. R. R. R.
cc