

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

POST OFFICE BOX 298

WHITEHALL 3-3601

February 14, 1961

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

Re: Commercial Credit Equipment Corp.
Vs: R. D. Friese
At Law No. 4499

Dear Mrs. Duck:

Please ask Judge Hall to enter judgment for Plaintiff by default for \$310.00. The promissory note which is the foundation of the suit is enclosed.

Please send me a certificate of judgment, for which I enclose my check for fifty cents.

Sincerely,


James A. Brice

JAB:j

Enclosure

cc: Commercial Credit Equipment Corp.
P O Box 19901
New Orleans 19, Louisiana

SUMMONS

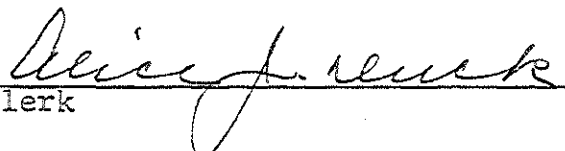
STATE OF ALABAMA
COUNTY OF BALDWIN

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA.....GREETING:

You are hereby commanded to summons R. D. Friese to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of Commercial Credit Corporation.

Witness my hand this 25th day of November, 1960.


Clerk

COMPLAINT

COMMERCIAL CREDIT EQUIPMENT
CORPORATION, a corporation,
Plaintiff

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

vs

R. D. FRIESE

Defendant

I

The plaintiff claims of the defendant the sum of Three Hundred ten and no/100 (\$310.00) dollars, due by promissory note made by the defendant on the 6th day of January 1959, which sum of money, with interest thereon, is still unpaid.

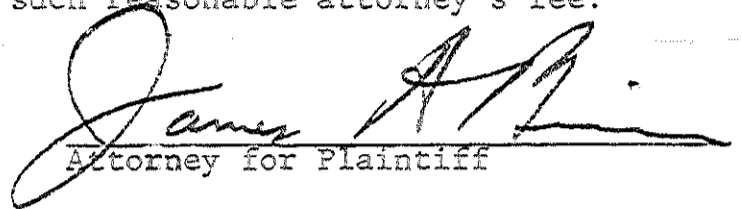
II

The plaintiff claims of the defendant the sum of Three Hundred ten and no/100 (\$310.00) dollars, due by promissory note made by the defendant on the 6th day of January 1959, and payable on the 1st day of January 1960, with interest from date of execution.

Plaintiff avers that in and by the terms of said note the defendant 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 defendant 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 defendant the further and additional sum of Thirty-four and 50/100 (\$34.50) Dollars, as such reasonable attorney's fee.


Attorney for Plaintiff

The defendant R. D. Friese lives
at Robertsdale, Alabama.

10/17/60

PLAINTIFFS AND
DEFENDANTS
STATE OF ALABAMA

CIRCUIT COURT

COMMERCIAL CREDIT PROMISSORY
NOTE

PLAINTIFF

AS

R. D. FRIESE

DEFENDANT

VERIFICATION AND CORRECTION

FILED 10/17/60

10/17/60

CLERK

FILED 10/17/60

10/17/60

10/17/60

10/17/60

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No 4499

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STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

COMMERCIAL CREDIT EQUIPMENT
CORPORATION, a corporation

Plaintiff

vs

R. D. FREESE

Defendant

SUMMONS AND COMPLAINT

Filed 1960

FILED

NOV 25 1960

ALICE I. DUCK, CLERK
REGISTER

Clerk

J. A. [Signature]
Plaintiff's Atty
[Signature]
Defendant's Atty

Defendant lives at
Robertsdale, Alabama

Received in Office

Nov 25 1960

Sheriff

I have executed this summons
this 12/29/60 1960
by leaving a copy with
R. D. Freese

Sheriff claims 40 miles at
Ten Cents per mile Total \$ 4.00
TAYLOR WILKINS, Sheriff

[Signature]
DEPUTY SHERIFF

Taylor Wilkins
Sheriff
C. A. [Signature]
Deputy Sheriff
Loyley, Ala

at Robertsdale, Alabama.
The defendant R. D. Freese lives

20,000 (\$20.00) Dollars, as such reasonable attorney's fee.

The defendant the further and additional sum of twenty-four and
a reasonable attorney's fee, and the plaintiff further claims of
securing, or attempting to collect or secure said note, including
note, the defendant agreed to pay all costs of collecting or
plaintiff further agrees that in and by the terms of said
claims benefit.