

HALLETT MANUFACTURING
COMPANY, a corporation,

Plaintiff,

VS

JAMES L. MOSLEY,

Defendant.

Q
Q
Q
Q
Q
Q

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

41500

C O M P L A I N T

COUNT ONE: The Plaintiff claims of the Defendant the sum of SEVEN HUNDRED NINETY-SEVEN and 97/100 (\$797.97) Dollars due by promissory note made by him on the 21st day of March, 1960, with interest at six percent (6%) and payable on, to-wit, the 21st day of May, 1960, and the Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendant has expressly waived his rights to claim personal property as exempt to him under the Constitution and laws of the State of Alabama and has agreed to pay an attorney's fee for the collection thereof and the Plaintiff hereby claims the further sum of ONE HUNDRED FIFTY-NINE and 59/100 (\$159.59) as such attorney's fee.


E. G. RICKARBY, Attorney for
the Plaintiff

Defendant's address is:
207 Park Drive
Fairhope, Alabama

FILED
MAY 28 1960
ALICE L. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,
Baldwin County.



Circuit Court, Baldwin County

No.

..... TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon JAMES L. MOSLEY

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

..... JAMES L. MOSLEY, Defendant.....

by HALLETT MANUFACTURING COMPANY, a corporation, Plaintiff.....

Witness my hand this 28 day of Nov 1960
Deice J. Clerk, Clerk

4580

No. _____ Page _____

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

HALLETT MANUFACTURING COMPANY,

a corporation

Plaintiffs

vs.

JAMES L. MOSLEY

Defendants

Summons and Complaint

Filed _____ 19____

FILED

NOV 28 1960

ALICE J. DOCK, CLERK REGISTER

E. G. Rickarby
Attorney at Law
P. O. Box 71
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

207 Park Drive
Fairhope, Alabama

Received In Office

_____, 19____

Sheriff.

I have executed this summons

this 1st Dec 1960

by leaving a copy with

James L. Mosley

Summons returned _____ copies at _____

Taylor Wilkins, Sheriff

BY *W.C. Garner*
DEPUTY SHERIFF

Taylor Wilkins

Sheriff.

W.C. Garner

Deputy Sheriff.

I hope

E. G. RICKARBY

392 FAIRHOPE AVENUE

FAIRHOPE, ALABAMA

November 23, 1960

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

RE: Hallett Mfg. Co.
vs James L. Mosley

Enclosed find suit on a promissory note. We
are not enclosing deposit for costs.

Please process and oblige.

Yours very truly,



WF
Enc:
12/14/60

E. G. RICKARBY

392 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA

January 13, 1961

Mrs. Alice Duck
Clerk of Circuit Court
Bay Minette, Alabama

Dear Mrs. Duck:

Inre: Hallett Mfg., Co., Inc.
vs: James L. Mosely
Case No. 4500

With this we are handing you promissory note and request judgment by default be entered for principal--\$797.97, interest--~~3 1/2%~~ \$27.93, attorney's fee--\$159.59, making a total of \$985.49.

Yours very truly,



EGR/wr
cc: Hallett Mfg., Co., Inc.
1/31/61

Enc: Note
P.S. Please send me certified copy of judgment.

EGR/wr

797.97
27.93
159.59

985.49

79797

BANK OF FAIRHOPE

FAIRHOPE, ALA. 21 March 1960

\$ at rate of 5% per month begin 21 April 1960 for 35 months balance 36th month after date, without grace, I or We promise to pay to the

order of ~~BANK OF FAIRHOPE~~ Hallett Manufacturing Co.

Seven hundred ninety seven & 97/100 DOLLARS with interest at 6% on unpaid

for value received. Payable at THE BANK OF FAIRHOPE, FAIRHOPE, 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 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.

Witness.....hand.....and seal.....this, the.....day of....., 19.....

Balance on related judgment. James L. Masley [Seal]

ATTEST..... [Seal]

Maker has the privilege
of prepaying to save interest.

If default remaining un-
corrected for 30 days
matures obligation
at privilege of payee.

Any money paid by
Burns Phillips
will be credited on
last payment on note.