

S U M M O N S

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 Frank Norris, II 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 Peoples Fertilizer Company, a corporation.

Witness my hand this 21 day of June, 1960.

Clerk

*** **

C O M P L A I N T

Peoples Fertilizer Company,
a corporation,

Plaintiff,

vs.

Frank Norris, II.

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

1

The plaintiff claims of the defendant the sum of One Thousand Three Hundred Seventy-nine and 06/100 (\$1,379.06) Dollars, due by promissory note made by the defendant on the 29th day of November, 1955, and payable on June 1, 1956, with interest from June 1, 1956, at the rate of six (6%) per cent per annum.

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 Two Hundred Seventy-five and No/100 (\$275.00) Dollars, as such reasonable attorney's fee.

Peoples Fertilizer Company in account with Frank L. Norris II

6-30-52	441	8.00 tons	4-10-7 P	@ 43.05	344.40	
		Less hauling 8.00 tons		@ 1.50	12.00	332.40
9-6-52	418	3.00 tons	4-10-7 P	@ 43.88	131.64	
		Less hauling 3.00 tons		@ 1.50	4.50	127.14
						<u>459.54</u>
11-15	1038	1.00 ton	4-10-7 P			
11-17	1046	1.50 tons	4-10-7 P			
11-17	1054	.50 ton	4-10-7 P			
		3.00 tons	4-10-7 P	@ 43.88	131.64	
		Less hauling 3.00 tons		@ 1.50	4.50	127.14
						<u>586.68</u>
12-6	1228	3.00 tons	4-10-7 P			
12-8	1234	1.00 ton	4-10-7 P			
1-2-53	1293	1.00 ton	Ammo. Nit.			
1-13	1301	.50 ton	Ammo. Nit.			
3-3	2853	.50 ton	Ammo. Nit.			
3-28	3769	8.00 tons	4-10-7 P			
3-30	3838	3.00 tons	6-8-8 P			
3-31	3874	3.00 tons	4-10-7 P			
		20.00 tons				
		15.00 tons	4-10-7 P	@ 43.88	658.20	
		3.00 tons	6-8-8 P	@ 48.16	144.48	
		2.00 tons	Ammo. Nit.	@ 94.44	188.88	
		20.00 tons			991.56	
		Less hauling 18.00 tons		@ 1.50	27.00	964.56
7-1-53		By Check				1551.24
						<u>3001.00</u>
						1251.24
7-13-	134	4.00 tons	4-10-7 P			
7-28	221	4.50 tons	4-10-7 P			
		8.50 tons	4-10-7 P	@ 43.88	372.98	
		Less hauling 8.50 tons		@ 1.50	12.75	360.23
						<u>1611.47</u>
7-15-54		By Check				750.00
						<u>861.47</u>
11-10	298	9.45 tons	4-10-7 P	@ 37.26	352.11	
12-13	686	1.50 tons	Ammo. Nit.	@ 86.32	129.48	
		10.95 tons			481.59	
		Less hauling 9.45 tons		@ 1.50	14.17	
					467.42	
		Less P. M. A. allowance			247.39	220.03
						<u>1081.50</u>
1-5-55	814	5.00 tons	4-10-7 P	@ 37.26	186.30	
		Less hauling 5.00 tons		@ 1.50	7.50	178.80
						<u>1260.30</u>
		Interest figured to 6-20-55	132.26			
		Paid 6-30-55	<u>50.00</u>			82.26
						<u>1342.56</u>
11-10-55		By Check				451.24
						<u>891.32</u>
11-14	874	1.00 ton	4-12-12 Bulk			
11-14	880	2.00 tons	4-12-12 Bulk			
11-15	898	2.50 tons	4-12-12 Bulk			
11-16	929	2.50 tons	4-12-12 Bulk			
11-16	939	2.50 tons	4-12-12 Bulk			
11-17	947	.75 ton	4-12-12 Bulk			
12-28	1372	.70 ton	4-12-12 P			
12-29	1379	2.25 tons	Ammo. Nit.			
		14.20 tons				
		11.25 tons	4-12-12 Bulk	@ 38.42	432.23	
		.70 ton	4-12-12 P	@ 41.58	29.11	
		2.25 tons	Ammo. Nit.	@ 86.32	194.22	
		14.20 tons			655.56	
		Less hauling 11.95 tons-		@ 1.50	17.92	
					637.64	
		To Record Note			3.10	640.74
6-21-55		By Check				1532.06
						<u>313.14</u>
						1218.92
6-23-55	5067	8.00 tons	4-12-12 P	@ 41.58	332.64	
6-26	5113	4.00 tons	4-12-12 Bulk	@ 36.50	146.00	
		12.00 tons			478.64	
		Less hauling 12.00 tons		@ 1.50	18.00	460.64
						<u>1679.56</u>
		To Record Note				2.90
						<u>1682.46</u>

	Balance Forward			1682.46
7-6-56	By Check & Discount			<u>147.68</u>
				1534.78
12-17-56	By Check			<u>600.00</u>
				934.78
12-19-56	By Check			<u>400.00</u>
				534.78
12-17-	1718	7.00 tons	4-12-12 Bulk	
12-18	1736	3.00 tons	4-12-12 Bulk	
12-18	1737	1.00 ton	Ammo. Nit.	
12-19	1749	5.00 tons	4-12-12 Bulk	
12-26	1774	5.00 tons	4-12-12 Bulk	
12-28	1786	5.00 tons	4-12-12 Bulk	
1-14-57	1897	2.00 ton	Ammo. Nit.	
		27.00 tons		
	25.00 tons	4-12-12 Bulk	@ 40.53	1013.25
	2.00 tons	Ammo. Nit.	@ 77.89	<u>155.78</u>
	27.00 tons			1169.03
	Less hauling 25.00 tons		@ 1.50	<u>37.50</u>
				1131.53
				<u>1666.31</u>

STATE OF ALABAMA
COUNTY OF BALDWIN

Before me, the undersigned Notary Public in and for said State and County, personally appeared W. C. Smith, who being first duly sworn deposes and says that he is General Manager of Peoples Fertilizer Company, a corporation; that the annexed statement of account against Frank L. Norris II is true and correct in the amount of \$287.25 after deducting all credits, set-offs and counter-claims.

W. C. Smith

Sworn to and subscribed before me this
18th day of July, 1960.

James A. Smith
NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

II

The plaintiff further claims of the defendant Two Hundred Eighty-seven and 25/100 (\$287.25) Dollars, due from him for merchandise, goods, and chattels sold by the plaintiff to the defendant on, to-wit: the 1st day of June, 1957, which sum of money, with interest thereon, is still unpaid.

James A. [Signature]
Attorney for Plaintiff

There is attached hereto as Exhibit "A" and made a part hereof, an itemized statement of account verified by affidavit of W. C. Smith, a competent witness, sworn to before a Notary Public, which statement shows the amount due on this account as of the 19th day of July, 1960, and due at present. The defendant does business at Foley, Alabama.

FILED

JUL 21 1960

ALICE L. DOWD, CLERK
REGISTER

W. 4333.

Received 21 day of July 1960
and on 23 day of July 1960
I served a copy of the within Book

Frank L. Norris, II

By service on _____

TAYLOR WILKINS, Sheriff
By Charles D. Brice

McCormick
Spencer

Sheriff claims 84 miles at 840
Ten Cents per mile Total \$ 70.56
TAYLOR WILKINS, Sheriff
BY Charles D. Brice
DEPUTY SHERIFF

Peoples Fertilizer Company,
a corporation,
Plaintiff,
Vs.
Frank L. Norris, II,
Defendant

FILED

JUL 21 1960

CLERK
REGISTER

JAMES A. BRICE
ATTORNEY AT LAW
FOLEY, ALABAMA

JAMES A. BRICE, LAWYER

P. O. BOX 445 • JACKSON, ALABAMA 36245 • PHONE 246-3304

MESSAGE DATE

REPLY DATE:

Peoples Fertilizer Company

Foley,

Alabama

1/8/75 Case No. 4333

Gentlemen:

Please pay the costs on the above
mentioned case directly to the Clerk
of the Circuit Court at Bay Minette,
Alabama and notify my office when this
has been done.

Thank you.

Sincerely,

James A. Brice
James A. Brice

JAB:mm
SENT BY

ANSWERED BY

CIRCLE FOLLOW-UP DATE AND FILE

J	F	M	A	M	J	J	A	S	O	N	D
1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31					

LOT # 595442



FORM NO. PK102R-3

AVAILABLE FROM BUSINESS ENVELOPE MANUFACTURERS, INC. • BRONX, N.Y. • CLINTON, TENN. • MELROSE, PARK, ILL. • ANAHEIM, CALIF.

SENDER'S FOLLOW-UP COPY

NOTE AND MORTGAGE

\$ 1379.06

Foley, Alabama,

11/29, 1955

BOOK 259 PAGE 239

On June 1, 1956, I (or we), hereinafter referred to as the "Maker," for value

received promise to pay to the order of PEOPLES FERTILIZER COMPANY, hereinafter referred to as the "Payee," one
thousand three hundred seventy nine & 00/100 Dollars, with interest at the rate of 6% per annum, from maturity, payable at the office of the Payee in Foley, Alabama.

To secure the payment of this or any other debt I (or we) may owe the Payee before this instrument is paid, I, (or we), hereby grant, bargain, sell and convey unto said Payee, its successors and assigns, my, or our, entire crop of cotton, corn, soybeans, potatoes, and all other agricultural products growing or to be grown by me, or by us, my, or our tenants, share-croppers, laborers

and/or employees, and produced during the year 1956, upon that certain piece or parcel of land located in Baldwin County, Ala, described as follows:

That such crops shall consist of the following acreages: cotton _____ acres; corn _____ acres; soybeans 45 acres; potatoes _____ acres; other farm products _____ acres. 15 acres wheat 15 acres Rye 15 oats

Also the following described personal property owned by the Maker, which said property is free and clear from any liens and encumbrances and is located upon the lands hereinabove described, viz:

Should maker pay all amounts due hereunder and all other debts so owing to Payee, then this instrument to be void, otherwise to remain in full force and effect, and should maker fail to pay the debts secured hereby or the interest thereon or any part thereof when due, or should maker cause, attempt or permit said property or any part thereof to be sold, abused, assigned, attached, encumbered, removed from County, loaned or subjected to any claim or lien of other parties; or should maker become the subject of any bankruptcy or any receivership proceedings, or should Payee deem itself insecure, then, in any of said events, all amounts due hereunder or secured hereby shall at once be due and payable and Payee may take possession of and sell all of said property, including all attachments or equipment thereon, and in case of livestock the increase thereof, sale to be public or private upon such terms, conditions and at such place or places as Payee deems fit; should sale be public notice hereof shall be given for one day by posting written notice at the Court House door of Baldwin County; Payee may bid for and purchase property at any sale hereunder. The proceeds of any sale shall be applied, first, to the payment of all expenses and charges in connection with the enforcement hereof, preservation of said property or of title of Payee, or for retaking, holding, repairing and selling same, including a reasonable attorney's fee; second, to full payment of all amounts due Payee, including all expenses and charges in connection with this instrument and the balance to be paid to Maker.

The parties to this instrument, whether maker, indorser, surety or guarantor, each for himself, hereby severally agrees to pay all amounts due hereunder and secured hereby and as to such debts or any renewal thereof, waives all right to exemption under the Constitution and laws of Alabama, or any other state, as to personal property and each severally agrees to pay all costs of collection or securing or attempting to collect or secure, such debts, including reasonable attorneys' fees, whether the same be collected or secured by suit or otherwise, and each of them severally waive 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.

WITNESSES:

W. Smith (SEAL)

Frank L. Norris II (SEAL)

STATE OF ALABAMA, BALDWIN COUNTY
11-29-55
Recorded and I certify that the following Private Mortgage Tax has been paid.
No. 259-210
By J. B. Norris II
Judge of Probate

Address _____

Frank L. Norris II

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854-236

$$\begin{array}{r} m \ 2.10 \\ w \ 1.00 \\ \hline 3.10 \end{array}$$
 Purple Party 600
 Total