

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon LEWIS G. NORRIS and MRS. E. J. NEWTON, 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, Alabama, at the place of holding same by A. BERTOLLA & SON, a partnership.

Witness my hand this the 24 day of August, 1960.

Alice J. Duck
Clerk

* * * * *

COMPLAINT

4400

A. BERTOLLA & SON, a)	
partnership,)	
PLAINTIFF)	IN THE CITCUIT COURT OF
VS:)	
)	BALDWIN COUNTY, ALABAMA
LEWIS G. NORRIS and MRS.)	
E. J. NEWTON,)	AT LAW
DEFENDANTS)	

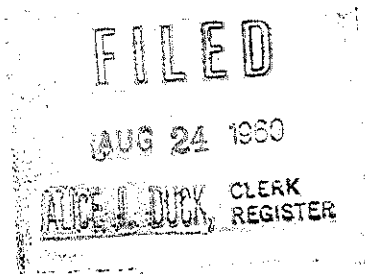
The plaintiff claims of the defendants ONE THOUSAND FIVE HUNDRED FIVE & 76/100 DOLLARS (\$1,505.76), due by promissory note made by them on the 1st day of July, 1953 and payable on demand with interest thereon.

Said note provides for a reasonable attorney's fee, which plaintiff alleges to be THREE HUNDRED & 00/100 DOLLARS (\$300.00).

James H. Norris
Attorney for Plaintiff

Lewis G. Norris resides at Foley, Alabama

Mrs. E. J. Newton's address is unknown.



4400 ✓

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

A. BERTOLLA & SON, a partnership,
PLAINTIFF

VS:

LEWIS G. NORRIS and MRS. E. J.
NORRIS,

DEFENDANTS

Received by day of Aug 19 1930
and on day of Aug 19 1930
I served a copy of the within
on J. J. Norris
J. J. Norris
By service on
TAYLOR WILKINS, Sheriff
By J. J. Norris
Ten Cents per mile Total \$ 1.44
Sheriff claims 1.44
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

FILED
AUG 24 1930
ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

October 5, 1960

Honorable H. M. Hall
Judge of Circuit Court
Bay Minette, Alabama

Re: A. Bertolla & Son
vs: Lewis G. Norris and
Mrs. E. J. Newton

Dear Judge Hall:

A day or two ago I wrote you concerning a judgment in the case mentioned above.

I send a copy of this letter to Miss Viola Bertolla and she has written me stating that the figures were in error, since I added too much interest.

Accordingly, it appears that the principal amount is \$1505.76, plus interest from ~~Dec 31~~ ^{Jan 1}, 1959, which will be \$100.00, plus \$300.00 attorney's fee, for a total of \$1,905.76.

Should you have already issued the decree, it would be appreciated if you would correct the judgment to reflect these figures.

With best wishes, I am

Cordially yours,


FOREST A. CHRISTIAN

cc: A. Bertolla & Son
Loxley, Alabama

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

October 3, 1960

Honorable H. M. Hall
Judge of Circuit Court
Bay Minette, Alabama

Re: A. Bertolla & Son
vs: Lewis G. Norris and
Mrs. E. J. Newton

Dear Judge Hall:

Kindly render a judgment on a promissory waive note in the principal amount of \$1505.76 to which should be added seven years' interest at six per cent, or \$630.00, together with \$300.00 attorney's fee, for a total of \$2,435.00.

In the event that you have not obtained service on Mrs. E. J. Newton, kindly render the judgment on Lewis G. Norris at this time.

With best wishes, I am

Cordially yours,



FOREST A. CHRISTIAN

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

October 3, 1960

Honorable H. M. Hall
Judge of Circuit Court
Bay Minette, Alabama

Re: A. Bertolla & Son
vs: Lewis G. Norris and
Mrs. E. J. Newton

Dear Judge Hall:

Kindly render a judgment on a promissory waive note in the principal amount of \$1505.76 to which should be added seven years' interest at six per cent, or \$630.00, together with \$300.00 attorney's fee, for a total of \$2,435.00.

In the event that you have not obtained service on Mrs. E. J. Newton, kindly render the judgment on Lewis G. Norris at this time.

With best wishes, I am

Cordially yours,



FOREST A. CHRISTIAN

NOTE AND MORTGAGE

\$1891.60

LOXLEY, ALA., July 1st 19 53

On Demand, 19 53 I (or we) for value received, promise to pay to order of A. BERTOLLA & SONS

One Thousand Eight Hundred Ninety-one & 60/100 Dollars

Payable at A. BERTOLLA & SONS' Office @ 6% interest
of LOXLEY, ALA.

To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I (or we) hereby convey unto said payee, its successors and assigns, the following personal property in Baldwin County, Alabama warranted to be the property of the maker and free and clear from any lien or encumbrance, viz.:

My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 19 53 and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, 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 thereof shall be given for one day by posting written notice at the Court House door of Baldwin County; payee may bid 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 re-taking, 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 collecting, or securing, or attempting to collect or secure, such debts, including reasonable attorney's fee, 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.

Witness hand and seal the 1st day of July 19 53

WITNESSES:

C. O. Bill
Ray D. Jess

Lewis E. Harris
Mrs. E. J. Newton

SEAL

SEAL

No.

ADDRESS

TRIPPLICATE

A. BERTOLLA & SONS

GROWERS AND SHIPPERS

TRIUMPH POTATOES, CUCUMBERS, GREEN CORN
AND SWEET POTATOES

LOXLEY, ALA.

October 31st, 1955

To

Mrs Pete Berga & Sons,
Daphne, Alabama

Date Shipped

Routed

Car No.

Terms:

1954

~~1955~~ Fertilizer from Peoples Fertilizer Co. Foley, Alabama

PER NOTE DATED 5/28/55 Amount \$890.58
1955-6/21/55 CREDIT ON ACCOUNT BY CK. \$265.50
By Corn 295.50

Balance due on note:

\$319.38

DUPLICATE

A. BERTOLLA & SONS

GROWERS AND SHIPPERS

TRIUMPH POTATOES, CUCUMBERS, GREEN CORN
AND SWEET POTATOES

LOXLEY, ALA.

To Mr. Pete Berga,
Daphne, Alabama.

Date Shipped 6-24-54

Routed

Car No.

Terms:

2-26-54	2 Bu WHC	@12.00	\$ 24.00
Foley	5 Ton Peoples 4-10-7 BB W/M	40.25	201.25
27 1/2	" " 4-10-7 BB Reg	38.25	1051.88
.05	" Nitro Soda.		<u>3.25</u>
Total			\$ 1280.58

8/2/54 Credit = Less by Inpt. 1400.00
 6/21/55 ✓ By check 765.00 \$ 880.38
 ✓ By Green corn 295.50 561.00
 ✓ Bal - \$ 319.38

NOTE AND MORTGAGE

\$ 1956.00

LOXLEY, ALA.

March 28 19 55

on June 15th,

19 55

I (or we) for value received, promise to pay to order of A. BERTOLLA & SONS

One Thousand Nine Hundred Fifty-six & No/100-----Dollars

Payable at A. BERTOLLA & SONS' Office
of LOXLEY, ALA.

6% interest

To secure the payment of this or any other debt we may owe the payee before this instrument is paid, I (or we) hereby convey unto said payee, its successors and assigns, the following personal property in Baldwin County, Alabama warranted to be the property of the maker and free and clear from any lien or encumbrance, viz.:

My, or our, entire crop of cotton, corn, potatoes and all farm products and all rents accruing to me or us for 19 55 and each succeeding year in the county where I (or we) now or may hereafter reside until this instrument is paid.

Should makers pay all amounts due hereunder and all other debts owing to payee, then this instrument to be void, otherwise to remain in full force, 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 written notice at the Court House door of Baldwin County; payee may bid 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 re-taking, 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 collecting, or securing, or attempting to collect or secure, such debts, including reasonable attorney's fee, 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: Witness hand and seal the 28th day of March 19 55

Mel N. Hoffman
Mary B. Bill

Mrs. Pete Berge

No.

ADDRESS