

The State of Alabama
Baldwin County

No.

Circuit Court

Fall Term, 1918

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon M.C. Cooper and M.M. Cooper

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 them

the Defendants by D.P. Bell,

Plaintiff

Witness my hand this 11th day of October

1918

Clerk.

Complaint

D.P. Bell

Plaintiff

Versus

M.C. Cooper and M.M. Cooper,
Defendants.

The plaintiff claims of the defendant \$

The sum of One hundred twenty-nine & 50/100 ----- Dollars due by promissory note made by them on April 6th, 1917, and payable one hundred and sixteen days after its date to the plaintiff, which sum of money with the interest thereon is still unpaid and is the property of the plaintiff.

And plaintiff avers that in said note and as a part of the consideration thereof, the defendants expressly waived in writing all their right to exemptions under the Constitution and laws of the State of Alabama or any other state as to personal property, and agreed to pay a reasonable attorney's fee for collecting or securing or attempting to collect the same by suit or otherwise; and plaintiff hereby claims as a reasonable attorney's fee the sum of Twenty-five & no/100 Dollars.

Chas. Hall
Gordon Edgington
Attorneys for Plaintiff.

This summons and complaint and another of the same tenor and date in Baldwin County, Alabama, against M.C. Cooper and M.M. Cooper is a branch of the original suit and that the summons and complaint constitute one suit and are for one and the same cause of action.

T.W. Richmond Clerk.

Plaintiff's Attorney.

No.

State of Alabama
Baldwin County

CIRCUIT COURT

D. P. Bell

vs.

Plaintiffs

M. C. Cooper & Co

M. M. Cooper

Defendants

Summons and Complaint

Filed

191 *8*

T. W. McIlwain

Clerk.

Defendant lives at

Plaintiff's Attorney

Defendant's Attorney

Times Print—Bay Minette.

Received in office

191

Sheriff

I have executed this Writ

this 191

by leaving a copy of the within summons and complaint with

Mr. C. Cooper at A. J. ... in my County

W. H. ... Sheriff.

J. W. ... Deputy Sheriff.

The State of Alabama
Baldwin County

No.

Circuit Court

Fall Term, 1918

To Any Sheriff of the State of Alabama:

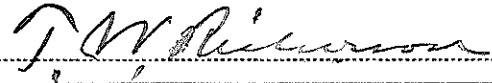
You are hereby commanded to summon S. M.C. Cooper and M.M. Cooper

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 them

the DefendantS by D.P. Bell,

Plaintiff

Witness my hand this 11th day of October 1918



Clerk.

Complaint

D.P. Bell

Plaintiff

Versus

M.C. Cooper and M.M. Cooper,

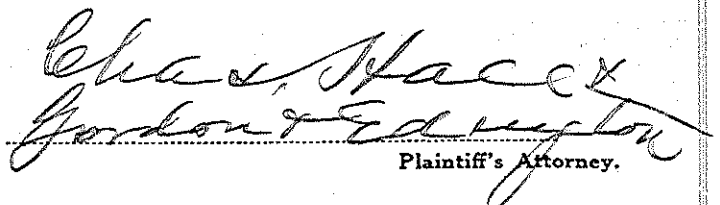
The plaintiff claims of the defendant S

The sum of One hundred twenty-nine & 50/100 -

Dollars due by

promissory note made by them on April 6th, 1917, and payable one hundred and sixteen days after its date to the Plaintiff, which sum of money with the interest thereon is still unpaid and is the property of the plaintiff.

And Plaintiff avers that in said note and as a part of the consideration thereof, the defendants expressly waived in writing all their right to exemptions under the Constitution and laws of the State of Alabama, or any other state as to personal property, and agreed to pay a reasonable attorney's fee for collecting or securing or attempting to collect the same by suit or otherwise; and plaintiff hereby claims as a reasonable attorney's fee the sum of Twenty-five & no/100 Dollars.



Plaintiff's Attorney.

No.....

State of Alabama
Baldwin County

CIRCUIT COURT

D P Beale

vs.

Plaintiffs

M C Cooper
and M M Cooper

Defendants

Summons and Complaint

Filed 10/11 1918

T W Reimer Clerk.

Defendant lives at

Plaintiff's Attorney

Defendant's Attorney

Times Print—Bay Minette.

M M Cooper is at
magnolia Springs
M C is at Ringdon

Received in office

Oct 11 1918
Q E Eubanks Sheriff

I have executed this Writ

this Oct 19th 1918
by leaving a copy of the within summons and com-
plaint with

M C Cooper and
M M Cooper

Q E Eubanks Sheriff.

Deputy Sheriff.

This is Mike and
Maurice Cooper.

The State of Alabama
Baldwin County

No.

Circuit Court

Fall Term, 1918

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon \$ M.C.Cooper and M.M.Cooper

to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in the Cir-

cuit Court of Baldwin County, State of Alabama, at Bay Minette, against them

S the Defendant D.P.Bell, by

Plaintiff

Witness my hand this 11th day of October

1918

Clerk.

Complaint

D.P.Bell

Plaintiff Versus

M.C.Cooper and M.M.Cooper,
Defendants.

The plaintiff claims of the defendant \$

The sum of One hundred twenty-nine & 50/100 ~~premissory note made by them on April 6th, 1917, and payable~~ One ~~hundred and sixteen days after its date to the plaintiff, which sum~~ Dollars due by of money with the interest thereon is still unpaid and is the property of the plaintiff.

And plaintiff avers that in said note and as a part of the consideration thereof, the defendants expressly waived in writing all their right to exemptions under the Constitution and laws of the State of Alabama or any other state as to personal property, and agreed to pay a reasonable attorney's fee for collecting or securing or attempting to collect the same by suit or otherwise; and plaintiff hereby claims as a reasonable attorney's fee the sum of Twenty-five & no/100 Dollars.

Chas. H. Hall &
Gordon T. Edington
Attorneys for Plaintiff.

This summons and complaint and another of the same tenor and date in Baldwin County, Alabama, against M.C.Cooper and M.M.Cooper is a branch of the original suit and that the summons and complaint constitute one suit and are for one and the same cause of action.

D.P. Bell Clerk.

Plaintiff's Attorney.

Copy for
M. C. Cooper
No. *Clarkland*

State of Alabama
Baldwin County

CIRCUIT COURT

L. O. Bell

vs. Plaintiffs
M. C. Cooper
M. M. Cooper
Defendants

Summons and Complaint

Filed..... 191.....

..... Clerk.

Defendant lives at

.....

..... Plaintiff's Attorney

..... Defendant's Attorney

Times Print—Bay Minette.

Received in office

..... 191.....

..... Sheriff

I have executed this Writ

this 191.....

by leaving a copy of the within summons and complaint with

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..... Sheriff.

..... Deputy Sheriff.

\$ 129 50

ROBERTSDALE, ALA. April 6th 1917

Hundred and Sixteen Days

AFTER DATE, WITHOUT GRACE, 21

PROMISE TO PAY TO THE ORDER OF D. B. Bell

One Hundred Twenty Nine & 50/100 DOLLARS
FOR VALUE RECEIVED, PAYABLE AT ~~the Robertsdale State Bank~~, Robertsdale, Ala.

To secure the payment of this bond, or note, and any other debt we, or either of us, now or may hereafter owe to said payee at or before the payment of this bond or note in full, or any other amount advanced hereunder, or secured herein, I, or we, hereby grant, bargain, sell and convey to said payee, the following property, to-wit:

1 Horse Name Bill 1 Mare ^{2 Horse} Name Cubert 1 Wagon
1 Spring Wagon. 1 Single Buggy 1 mitch ^{2 Horse} Brown Color
2 mitch Cows color white Black Spotted 2 Heifers Brown ^{2 Horse} Brown

In case I, or we, fail to pay this bond or note when due, or fail to pay any debt, or any part of any debt, secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat, or injure any of the above-mentioned property without the consent of said payee or assigns, then the entire debt, or debts, secured herein, or owing hereunder, shall become due and payable to said payee or assigns; and they may seize, take possession of and sell any or all of said property at private sale, without advertisement or delay, or at public outcry, for cash, to the highest bidder, at Robertsdale, Ala., or on the premises, after advertising the same for one day, by posting one written notice at Robertsdale, Ala., and in case of a sale made under this contract, said payee or assigns is hereby authorized to bid for and become the purchaser of said property. We, and each of us, do hereby declare that all of the above property is free from all lien and incumbrance and we have a good right to make this conveyance of it.

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 a 11 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.

ATTEST: _____

M C Cooper

(L. S.)

M C Cooper

(L. S.)

COURIER PRINT, FAIRHOPE, ALA.

Dec 12 1916