

BALDWIN INVESTMENTS, INC., :	IN THE CIRCUIT COURT OF
a corporation,	
Plaintiff,	BALDWIN COUNTY, ALABAMA
Vs.	AT LAW
RIEMERS COMPANY, INC., a	
corporation,	
Defendant.	CASE NO. <u>4624</u>

C O M P L A I N T

COUNT ONE

The plaintiff claims of the defendant the sum of Six Thousand, One Hundred Seventy-five and 65/100 (\$6,175.65) Dollars due by promissory note made by the defendant on the 25th day of November, 1957, and payable in monthly installments as follows: Two Hundred Fifty and No/100 (\$250.00) Dollars on the 15th day of December, 1957, and Two Hundred Fifty and No/100 (\$250.00) Dollars on the 15th day of each succeeding month thereafter until the entire indebtedness is paid in full.

Plaintiff avers that said note was made payable to the partnership of Hand, Arendall & Bedsole, or order, and that said note has now been endorsed in writing to the plaintiff by Paul W. Brock, a member of said partnership.

Plaintiff further avers that said note provides that in the event the defendant fails to pay any installment when due, the entire principal sum, at the option of the plaintiff, as endorsee, becomes due and payable, and further that defendant did fail to pay that monthly installment due on June 15, 1958, and has subsequently failed to make any additional payments

thereon and that the entire principal sum in the amount of Six Thousand One Hundred Seventy-five and 65/100 (\$6,175.65) Dollars is now due and payable, in addition to interest at the rate of five percent (5%) per annum, as provided in said promissory note on the unpaid balance.

Plaintiff further avers that defendant, in accordance with the provisions of said note, did by executing said note, waive all requirements necessary to hold it liable as maker thereof, and further, that said defendant did, by executing said note, agree to pay all costs of collection, including a reasonable attorney's fee. Therefore, in addition to said principal sum and the interest thereon, plaintiff claims a reasonable attorney's fee.

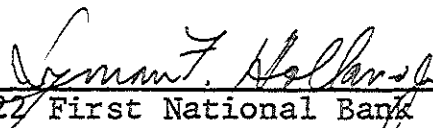
Plaintiff further avers that the payee of said note is the partnership of Hand, Arendall & Bedsole, that said note has been endorsed in writing by said partnership to the plaintiff, that said note is the property of the plaintiff and that said note is due and unpaid as aforesaid.

COUNT TWO

The plaintiff claims of the defendant Six Thousand One Hundred Seventy-five and 65/100 (\$6,175.65) Dollars due by promissory note made by the defendant on the 25th day of November, 1957, payable to the partnership of Hand, Arendall & Bedsole, or order, by whom the said note was endorsed in writing to the plaintiff, and payable in monthly installments of Two Hundred Fifty and no/100 (\$250.00) Dollars, each com-

mencing on the 25th day of November, 1957, together with interest thereon at the rate of five percent (5%) per annum.

Plaintiff avers that, in accordance with the provisions of said note, defendant, by executing said note, did agree to pay a reasonable attorney's fee and all other costs of collection and plaintiff therefore claims a reasonable attorney's fee in addition to the amounts hereinabove stated, together with interest thereon.


622 First National Bank Building
Mobile, Alabama
Attorney for Plaintiff

Of Counsel:

~~HAND, ARENDALL, BEDSOLE~~
~~GREAVES & JOHNSTON~~

Defendant may be served at
Foley, Alabama, where it has
its principal place of business.

FILED

MAR 9 1961

Alice J. Duck, CLERK
REGISTER

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. 4624

-----TERM, 19-----

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon Riemers Company, Inc, a corp

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 -----

Riemers Company, inc, a corp

-----, Defendant----

by Baldwin Investments, Inc., a corp

-----, Plaintiff----

Witness my hand this 9th day of March 1961

Exp. 5-17-61

Glenn J. Luck, Clerk

No. 4624

Page _____

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

BALDWIN INVESTMENTS, INC.,
a corp

Plaintiffs

vs.

RIEMERS COMPANY, INC.,
a corp

Defendants

SUMMONS and COMPLAINT

Filed 3-9-61, 19____

Alice J. Duck, Clerk

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at _____

RECEIVED IN OFFICE

5/15 3/9, 1961

_____, Sheriff

I have executed this summons

this May 17, 1961
by leaving a copy with

Respected By
Clerk

William R. Rimmer
President of
Rimmer & Co., Inc.

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY Taylor Wilkins
DEPUTY SHERIFF

Taylor Wilkins Sheriff
Robert B. Duck Deputy Sheriff

Duck

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

SUITE 622 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
WM. BREVARD HAND
VIVIAN G. JOHNSTON, JR.
PAUL W. BROCK
ALEX F. LANKFORD, III
EDMUND R. CANNON, JR.
LYMAN F. HOLLAND, JR.
J. THOMAS HINES, JR.
W. C. BOONE, JR.
DONALD F. PIERCE

MAILING ADDRESS:
P. O. BOX 123

CABLE ADDRESS:
HAB

TELEPHONE:
HEMLOCK 2-5514

March 8, 1961

Honorable Alice J. Duck
Clerk of the Circuit Court of Baldwin County
Bay Minette, Alabama

Dear Mrs. Duck:

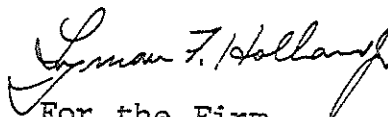
Enclosed is the original and one copy of a complaint by Baldwin Investments, Inc., a corporation, vs. Riemers Company, Inc., a corporation.

I would appreciate your filing this complaint and making a notation on the enclosed copy of this letter of the date on which such is filed. Enclosed is an addressed envelope for your convenience in returning the copy of this letter to me.

Thank you for your courtesy in this matter.

With best regards, I remain,

Yours very truly,


For the Firm

LFH:sw

Enclosures

\$ 7,500.00

November 25, 1957
Mobile, Alabama

For value received the undersigned jointly and severally promise to pay to the law firm of HAND, ARENDALL & BEDSOLE or order, the principal sum of SEVEN THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$7,500.00) with interest thereon from date, at the rate of five (5) per cent per annum. The said principal and interest shall be payable at the ~~banking house of~~ law offices of said payee in Mobile, Alabama, ~~in monthly installments~~ as follows, namely:

In equal consecutive monthly installments of Two Hundred Fifty and No/100 (\$250.00) Dollars, each of said installments to include interest upon the unpaid principal balance of said debt at the rate of five per centum (5%) per annum, the first of said installments of principal and interest being due and payable on the 15th day of December, 1957, and each successive installment shall be due and payable on the 15th day of each consecutive month thereafter, until the entire indebtedness, including both principal and interest at the rate aforesaid have been paid in full.

Privilege is given to make additional payments on said principal sum at any interest payment date; such additional payments, however, to be made in multiples of \$ 250.00. Interest shall cease on all payments so made when made.

Each maker and endorser waives the right of exemption under the Constitution and laws of Alabama, and each maker and endorser waives demand, protest, and notice of protest, and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date due hereof.

This note is to be construed according to the laws of the State of Alabama, ~~and~~
~~executed by~~
~~XXXXXX XXXXXX XXXXXX XXXXXX~~
~~by the undersigned~~

Upon failure to pay any installment of principal and/or interest when due ~~XXXX~~
~~any of the conditions and requirements in said~~ the entire principal ~~XXXX~~
~~shall be not complied with the entire principal~~ sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

RIEMERS COMPANY, INC.

By: 
Its President

HAND, ARENDALL, BEDSOLE, GREAVES & JOHNSTON
LAWYERS

SUITE 622 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

CHAS. C. HAND
C. B. ARENDALL, JR.
T. MASSEY BEDSOLE
THOMAS G. GREAVES, JR.
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J. THOMAS HINES, JR.
W. C. BOONE, JR.
DONALD F. PIERCE

MAILING ADDRESS:
P. O. BOX 123

CABLE ADDRESS:
HAD

TELEPHONE:
HEMLOCK 2-5514

May 15, 1961

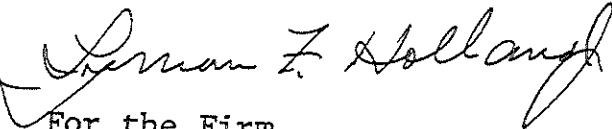
Honorable Alice J. Duck, Clerk
Circuit Court of Baldwin County
Bay Minette, Alabama

Re: Baldwin Investments, Inc. vs. Riemers
Company, Inc. Case Number 4624

Dear Mrs. Duck:

We would appreciate your going ahead with service
on the defendant in the above styled cause and having
the case set down for hearing in the regular settings.

Yours very truly,


For the Firm

LFH.sw

for
file

46 24

Back

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Sherry