

91

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 4687

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

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon U. S. LAND DEVELOPMENT CORPORATION and ALFLO CNSTRUCTION
AND ENGINEERING COMPANY, separately and severally

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 U.S. LAND DEVELOPMENT
CORPORATION and ALFLO CONSTRUCTION AND ENGINEERING CO., / separately and severally
Defendant-----

by OCONEE CLAY PRODUCTS COMPANY, INC., A Corporation

-----, Plaintiff-----

Witness my hand this 20 day of April 1961.

Herief Black, Clerk

No. 4687

Page

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

OGONE CLAY PRODUCTS COMPANY, INC., &
A Corp

Plaintiffs

vs.

U. S. LAND DEVELOPMENT CORP., and

AIFLO CONSTRUCTION and ENGINEERING
Co.

Defendants

Summons and Complaint

Filed 4-20-61 19

Alice J. Duck

Clerk

Returned 28 day of April 1961

Not found in my county after diligent search and in-
quiry as to Aiflo Const. & Eng. Co

Taylor Wilkins, Sheriff

By Taylor Wilkins
Deputy Sheriff

Plaintiff's Attorney

Defendant's Attorney

782
Defendant lives at

RECEIVED IN OFFICE

Received In Office APR 20 1961

April 20 1961
Taylor Wilkins
Sheriff.

I have executed this summons

this 19
by leaving a copy with

EXECUTED BY SERVING A
COPY OF THE WITHIN

Fred S. Bull
as Agent for
U.S. Land
Development
Corp.

This the 24 day of April 1961

M. S. BUTLER
Sheriff Montgomery County

By [Signature]
Deputy Sheriff

The Sheriff claims... Sheriff.
miles at 10c per mile for Deputy Sheriff.
at \$ 2.00

M. S. Butler, Sheriff
Montgomery County

DOUGLAS STANARD

LAWYER

SUITE 728 FIRST NATIONAL BANK BUILDING

MOBILE, ALABAMA

HEMLOCK 2-0457
2-0458

June 6, 1961

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

Re: Ocone Clay Products Co., Inc.,
a corporation
vs.
U.S. Land Development Corp .
Case # 4687

Dear Mrs. Duck,

Enclosed is a note executed by the defendant, U.S.
Land Development Corporation in the amount of \$ 659.75.
I would appreciate if you would place said note in the
file and ask the Judge to enter a judgement to the Plaintiff
in the amount of \$ 791.70, \$ 131.95 of this amount is for
a reasonable attorneys fee.

If your Court procedure will not allow you to do
this for me kindly return the note to me in the enclosed
self addressed and stamped envelope.

Very truly yours,


Douglas Stanard

DS/dc

\$ 659.75Florida, December 19, 1960For value received the undersigned promises to pay to the order of O'CONNOR CLAY PRODUCTS COMPANY,
MILLEDGEVILLE, GEORGIAthe principal sum of Six Hundred and Fifty-nine and 75/100 ---Dollars (\$ 659.75),together with interest thereon from date, at the rate of six per cent, per annum until maturity, said interest
being payable on the MATURITY day of andeach year; both principal and interest being payable in lawful money of the United States or its equivalent, at
specified below, to-wit: said principal sum to be payable on the dates and in the amountsBoth interest and principal payable 60 days from date.

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers.

Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

This note and deferred interest payments shall bear interest at the rate of 6% per cent, per annum from maturity until paid.

This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest due on any note secured by said mortgage, all notes so secured and remaining unpaid shall forthwith become due and payable notwithstanding their tenor.

ALFLO CONSTRUCTION & ENGINEERING CO.U. S. LAND DEVELOPMENT CORP.

(Seal)

(Seal)

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama, }

Baldwin County.

Circuit Court, Baldwin County

No. 4687

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CO., and ALFLO CONSTRUCTION AND ENGINEERING CO.
Defendant

by ~~OGGONEE-CLAY-PRODUCTS-COMPANY~~

Plaintiff

Witness my hand this 20 day of April 19 61

Alice J. Alsup Clerk

OCONEE CLAY PRODUCTS COMPANY,
INC., A Corporation,

Complainant.

VS.

U.S. LAND DEVELOPMENT CORPORATION,
and ALFLO CONSTRUCTION AND
ENGINEERING COMPANY, separately
and severally,

Defendants.

: IN THE CIRCUIT COURT
:
: OF BALDWIN COUNTY
:
: ALABAMA
:
: AT LAW

: NO 4687

COUNT ONE

The Plaintiff claims of the Defendants Six Hundred, Fifty-Nine and 75/100 (\$659.75) Dollars, due by promissory note made by them on the 19th day of December 1960, with interest thereon.

The Plaintiff also claims a reasonable attorney fee, averring that One Hundred Thirty One and 95/100 (\$131.95), is a reasonable attorney fee, which said Defendant agreed in said note to pay.


DOUGLAS STANARD
Attorney for Plaintiff

FILED

APR 20 1961

ALICE L. DUCK, CLERK
REGISTER