

STATE OF ALABAMA)
BALDWIN COUNTY)

4693

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon C. E. Wallace to appear and answer, plead or demur, within thirty days from the service hereof, to Bill of Complaint filed against him in Circuit Court, at Law, of said state and county, by Jordan Clinic & Hospital, Inc., as Plaintiff, against C. E. Wallace, as Defendant, and at the same time to make return hereunder.

Witness my hand this the 2 day of May, 1961.

Alice J. Duck
REGISTER

JORDAN CLINIC & HOSPITAL, INC.,)
an Alabama Corporation,)
Plaintiff)
vs.)
C. E. WALLACE,)
Defendant)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

COUNT ONE:

The Plaintiff claims of the Defendant the sum of \$271.20, due by promissory note made by him on, to-wit, the 24th day of July, 1958, which sum of money, with the interest thereon, was due and payable on or before May 24, 1959, and which sum of money, with the interest thereon, is still due and unpaid; and Plaintiff avers that in and by the terms of said note, Defendant waived all rights of exemption under the laws of the State of Alabama, and Plaintiff claims the benefit of said waiver; Plaintiff claims of Defendant the additional sum of \$50.00 as attorney's fee for bringing this suit for that the Defendant in and by the terms of said note agreed to pay a reasonable sum as attorney fees and Plaintiff avers that said amount is a reasonable attorney's fee for the bringing and prosecuting of this suit.

Samuel M. Bailey
ATTORNEY FOR PLAINTIFF

Defendant's address:
Route 1, Box 13-A
Robertsdale, Alabama

FILED
MAY 2 1961
203
ALICE J. DUCK, Clerk

4692

JORDAN CLINIC & HOSPITAL,
INC., an Alabama Corporation,

Plaintiff

vs.

C. E. WALLACE,

Defendant

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
BY E. S.
DEPUTY SHERIFF

SUMMONS AND COMPLAINT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

FILED
MAY 2 1961

ALICE J. DUCK, Clerk

Received 2 day of May 1961
and on 2 day of May 1961
I served a copy of the within
on C. E. Wallace

By service on

TAYLOR WILKINS, Sheriff
By E. S. Taylor

Robertdale, Ala

\$ 1,200.00

FOLEY, ALABAMA

19

For value received, I or we, jointly and severally, promise to pay to the order of

FARMERS AND MERCHANTS BANK

FOLEY, ALABAMA

Twelve Hundred- - - - - DOLLARS

payable at FARMERS AND MERCHANTS BANK, Foley, Alabama, in 12 monthly installments of \$ 100.00 each, and one installment of \$ none

the first installment to become due and payable on or before the 10th day of MARCH 10 60 and one installment to become due and payable on or

before the 10th day of each succeeding month until the whole of said indebtedness is paid, with interest from +DATE+ at the rate of 8 per annum.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof.

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 all 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 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.

No. 62000

Address Robertsdale, Ala.

Rt. 1 Box 13 A==

= C. E. Wallace =

(Seal)

(Seal)

[illegible]

DATE	AMOUNT	TO	DATE	AMOUNT	TO	DATE	AMOUNT	TO
3-9-19	60 \$ 8.00	to	3-10-19	60 GS				
4-6-19	60 \$ 8.00	to	4-10-19	60 GS				
5-4-19	60 \$ 8.00	to	5-10-19	60 GS				
6-8-19	60 \$ 8.00	to	6-10-19	60 GS				
7-8-19	60 \$ 7.00	to	7-10-19	60 GS				
8-9-19	60 \$ 6.00	to	8-10-19	60 GS				
9-10-19	60 \$ 5.00	to	9-10-19	60 GS				
10-13-19	60 \$ 6.00	to	10-10-19	60 GS				

ENDORSEMENT OF INTEREST			
11-10	1960	\$ 4.00	to 11-10-1960 GS
12-10	1960	\$ 7.00	to 12-10-1960 GS
1-5	1961	\$ 4.00	to 1-10-1961 np
2-28	1961	\$ 5.00	to 2-10-1961 GS
3-29	1961	\$ 4.50	to 3-10-1961 np
3-29	1961	\$ 4.50	to 4-10-1961 np
5-2	1961	\$ 4.50	to 5-10-1961 GS
6-4	1961	\$ 4.50	to 6-10-1961 np