

SUMMONS

THE STATE OF ALABAMA,)

BALDWIN COUNTY.

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon FRED A. MILLS, individually and doing business as MILLS LUMBER COMPANY, to appear and plead, answer or demur, within thirty days from the service thereof, to the complaint filed in the Circuit Court of Baldwin County, Alabama, at the place of holding same by JENNINGS L. THOMAS.

Witness my hand this the 31st day of *July*, 1961.

Alice J. Duck
Clerk

Exp 8-1-61

* * * * *

COMPLAINT

JENNINGS L. THOMAS,

PLAINTIFF

VS:

FRED A. MILLS, individually

and doing business as MILLS

LUMBER COMPANY,

DEFENDANT

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

The Plaintiff claims of the defendant TWO THOUSAND, FOUR HUNDRED SIXTY-NINE & 14/100 DOLLARS (\$2,469.14) due by promissory note made by him on the 13th day of February, 1961, and payable on the 13th day of May, 1961, with interest thereon.

Julius Clench
Attorney for Plaintiff

The defendant's address is:

Bay Minette, Alabama

FILED

JUL 31 1961

ALICE J. DUCK, CLERK
REGISTER

no. 4791

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

JENNINGS L. THOMAS,
PLAINTIFF

-VS-

FRED A. MILLS, individually
and d/b/a MILLS LUMBER COMPANY,
DEFENDANT

Received 31 day of July 1961
and on 1 day of Aug. 1961
I served a copy of the within 1 of 2
on Fred A. Mills
By service on _____

TAYLOR WILKINS, Sheriff
By W. G. Bell
3 miles north of B.M.

Sheriff claims 6 miles at
Ten Cents per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
BY W. G. Bell
DEPUTY SHERIFF

FILED

JUL 31 1961
ALICE J. DUCK, CLERK
REGISTER

LAW OFFICE OF
FOREST A. CHRISTIAN
FOLEY, ALABAMA

\$2,469.14

\$2,469.14

Foley

ALA.

February 13

1961

On or before ninety (90) days AFTER DATE, WITHOUT GRACE I PROMISE TO PAY

TO THE ORDER OF JENNINGS L. THOMAS

----- TWO THOUSAND, FOUR HUNDRED SIXTY-NINE & 14/100 ----- DOLLARS

FOR VALUE RECEIVED, WITH INTEREST AT 6% PER CENT. PER ANNUM FROM maturity UNTIL PAID.

PAYABLE AT Law Office of Forest A. Christian, Foley, Alabama

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 attorney's fee to be charged. MILLS LUMBER COMPANY

BY: Fred A. Mills

SEAL

Fred A. Mills

SEAL

Fred A. Mills, individually

No.

DUE

2469.14
62 00 92
253.14