

SUMMONS

THE STATE OF ALABAMA
COUNTY OF BALDWIN

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

TO ANY SHERIFF OF THE STATE OF ALABAMA.....GREETING:

You are hereby commanded to summons Leon Whitney to appear before the Circuit Court, to be held for said County at the place of holding same, within thirty (30) days from service of this process, then and there to answer the complaint of Max M. Foreman.

Witness my hand this 6 day of April, 1962.

Beicef. Duck
Clerk

Ed. 4-12-62

COMPLAINT

Max. M. Foreman,
Plaintiff

vs.

Leon Whitney,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

I

The plaintiff claims of the defendant the sum of Six Hundred Ninety one and no/100 (\$691.00) Dollars, due by promissory note made by the defendant on the 26th day of November, 1960, and payable on the 1st day of December, 1961, with interest from the 26th day of November, 1960 at the rate of six (6%) per cent per annum.

The plaintiff claims of the defendant the sum of Six Hundred Ninety one and no/100 (\$691.00) Dollars, due by promissory note made by the defendant on the 26th day of November, 1960, and payable on the 1st day of December, 1961, with interest from the 26th day of November, 1960 at the rate of six (6%) per cent per annum.

Plaintiff avers that in and by the terms of said note the defendant waived all right to exemption under the constitution and laws of the State of Alabama, and of this waiver plaintiff now claims benefit.

Plaintiff further avers that in and by the terms of said note, the defendant agreed to pay all costs of collecting or securing, or attempting to collect or secure said note, including a reasonable attorney's fee, and the plaintiff further claims of the defendant the further and additional sum of One Hundred Thirty Eight and no/100 (\$138.00) Dollars, as such reasonable attorney's fee.

James A. Price
James A. Price

Attorney for Plaintiff

The defendant, Leon Whitney,
now resides at Lillian, Alabama

FILED

APR 6 1962

Alice J. Duck, CLERK
REGISTER

212

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

The State of Alabama,
Baldwin County.

Circuit Court, Baldwin County

No. _____

_____ TERM, 19____

TO ANY SHERIFF OF THE STATE OF ALABAMA

You Are Commanded to Summon _____

Leon Whitney

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 _____

Leon Whitney

_____, Defendant_____

by _____

Max M. Foreman

_____, Plaintiff_____

Witness my hand this _____

day of _____

_____ 19____

_____, Clerk



STATE of ALABAMA
Baldwin County
CIRCUIT COURT

Max M. Foreman

Plaintiffs

vs.

Leon Whitney

Defendants

Summons and Complaint

Filed

FILED

19

APR 6 1962

Clerk

ALICE J. DUCK, CLERK
REGISTER

James A. Brice

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Lillian, Alabama

Received In Office

4/6, 1962

Sheriff.

I have executed this summons

this April 12 1962

by leaving a copy with

Leon Whitney

Sheriff elating 700 miles

Ten Cents per mile Total 70.00
BY TAYLOR WILKINS, Sheriff

DEPUTY SHERIFF

Taylor Wilkins
Sheriff.

Charles Deane
Deputy Sheriff.

Lillian

JAMES A. BRICE

ATTORNEY AT LAW

FOLEY, ALABAMA

P. O. Box 298

WHITEHALL 3-3601

June 8, 1962

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

Re: Max Foreman
Vs: Leon Whitney
Case No. 5108

Dear Mrs. Duck:

In order to prove the foundation of the above suit as it pertains to the promissory note, I enclose same. The plaintiff is entitled to a default judgment, which should be based on the following figures:

Remaining principal balance:	\$467.50
Interest	14.00
Legal fee	<u>93.50</u>
	\$575.50

Thank you for your prompt attention to the issuance of this judgment.

Sincerely,


James A. Brice

JAB:j
Enclosure as noted

\$

Det 223⁵⁰

Drawn 11-27-60

56.28

\$ 691⁵⁰

Foley, Ala. 11-26-60 19

369 days

after date, without grace I promise to pay

to the order of Miss H. H. H. H. H.

Six Hundred Ninety one ⁰⁰/₁₀₀ Dollars

for value received, with interest at 6 per cent. per annum from date until paid.

PAYABLE AT FARMERS AND MERCHANTS BANK, FOLEY, ALA.

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.

Due 11-30-61

Leon Whitney Seal

Seal