

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. \_\_\_\_\_

APRIL

TERM, 19.62

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon

O.S. FLOWERS

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 \_\_\_\_\_

O.S. FLOWERS

Defendant

by BAY MINETTE PRODUCTION CREDIT ASSOCIATION, a national farm  
loan association, Plaintiff

Witness my hand this 24 day of April 19.62.

Clerk

Defendant resides on Phillipsville Road.

BAY MINETTE PRODUCTION CREDIT  
ASSOCIATION, a national farm  
loan association,

Plaintiff,

vs.

O.S. FLOWERS,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN LAW

NO. \_\_\_\_\_.

COUNT I

The Plaintiff claims of the Defendant the sum of NINETEEN HUNDRED SEVEN and  $74/100$  (\$1907.74) DOLLARS, the balance due by promissory note made by him on the 30th day of January, 1961, and payable on the 15th day of November, 1961, with interest thereon at the rate of Seven and three-fourths ( $7\frac{3}{4}\%$ ) Percent from date.

Plaintiff further alleges that said note waives all rights to exemption under the Constitution and the Laws of Alabama, and Plaintiff claims the right of said waiver.

Plaintiff further alleges that said note provides that in the event suit is brought on the same, the Defendant agreed to pay a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$285.00 as a reasonable attorney's fee in the premises.

COUNT II

The Plaintiff claims of the Defendant THREE HUNDRED FIVE (\$305.00) DOLLARS, due by promissory note made by him on the 5th day of June, 1961 and payable on the 15th day of November, 1961, with interest thereon at the rate of Seven (7%) Percent per annum.

Plaintiff further alleges that said note waives all rights to exemption under the Constitution and the Laws of Alabama, and Plaintiff claims the right of said waiver.

Plaintiff further alleges that said note provides that in the event suit is brought on the same, the Defendant agreed to pay a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$45.00 as a reasonable attorney's

fee in the premises.

COUNT III

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED (\$500.00) DOLLARS, due by promissory note made by him on the 9th day of October, 1961 and payable on the 15th day of November, 1961, with interest thereon at the rate of Seven (7%) Percent per annum.

Plaintiff further alleges that said note waives all rights to exemption under the Constitution and the Laws of Alabama, and Plaintiff claims the right of said waiver.

Plaintiff further alleges that said note provides that in the event suit is brought on the same, the Defendant agreed to pay a reasonable attorney's fee, and Plaintiff claims the further and additional sum of \$75.00 as a reasonable attorney's fee in the premises.

FILED

APR 24 1962

ALICE J. DUCK, CLERK  
REGISTER

*J. Cannon Curran, Jr.*  
Attorney for Plaintiff

Received 24 day of Apr. 1962  
and on 30 day of April 1962

I served a copy of the within S & C  
on O. S. Flowers

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By W. A. Zolbert D. S.

12 miles north of Bkt

Sheriff claims 24 miles at

Ten Cents per mile Total \$ 2.40

TAYLOR WILKINS, Sheriff

BY Zolbert  
DEPUTY SHERIFF

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA,

IN LAW NO. 5118

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BAY MINETTE PRODUCTION CREDIT  
ASSOCIATION, a national farm  
loan association,

Plaintiff,

vs.

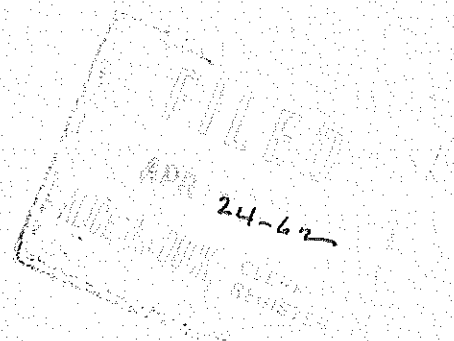
O.S. FLOWERS,

Defendant.

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SUMMONS & COMPLAINT

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J. CONNOR OWENS, JR.

ATTORNEY AT LAW

Dahlberg Building

BAY MINETTE, ALABAMA