

SWIFT & COMPANY.  
A CORPORATION.

PLAINTIFF.

VS.

W. H. WRIGHT.

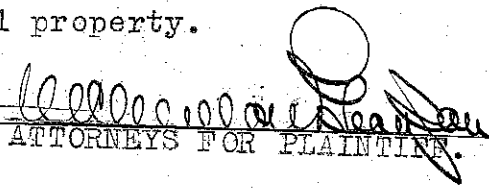
DEFENDANT.

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Plaintiff claims of defendant \$123.70 due by promissory note dated June 1st. 1914 and payable November 1st. after date, with interest.

Plaintiff claims of defendant the further sum of \$25.00 reasonable attorneys fees provided for in the collection of said note.

Plaintiff alleges that as to this note the defendant waived all exemptions as to personal property.

  
ATTORNEYS FOR PLAINTIFF.

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3929

S. S. S.

ROBERTSDALE, ALA.

1914

Nov 1st

AFTER DATE, WITHOUT GRACE.

PROMISE TO PAY TO THE ORDER OF

Swift & Company Ltd

One Hundred Twenty Three & 70/100

DOLLARS

FOR VALUE RECEIVED, PAYABLE AT THE Robertsdale State Bank, Robertsdale, Ala.

There has been deposited and pledged as Collateral Security for the Payment of this Note, or any other Liability or Liabilities of the Undersigned to the Owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the following property, to-wit:

1 Bay Mare Mule Name Jennie

and full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time or times thereafter, without advertisement or notice, which, is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereinafter be pledged for the payment of this note, or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and if there is no market price, then at its value; and the proceeds of any such sales shall be applied first to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted. Second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

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, all right of exemption under the constitution and laws of Alabama, or any other State, 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 the 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.

Witness  
Jas. D. Burns

J. H. Wright

SUMMONS AND COMPLAINT

The State of Alabama {  
Baldwin County

Circuit Court

May 3rd, 1916

To Any Sheriff of the State of Alabama:

You are hereby commanded to summon W.H. Wright,

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 him the Defendant.

by Swift and Company, E.T.D. a Corporation, Plaintiff

Witness my hand this 3rd day of May 1916

J.W. Richardson Clerk.

COMPLAINT

Plaintiff Versus

The plaintiff claims of the defendant

Dollars due by

Plaintiff's Attorney.

*Original*

**OF ALABAMA,**  
LDWIN COUNTY.  
**CUIT COURT**

ift and Company. L. T. D.  
Corporation.  
vs. Plaintiffs  
H. Wright.

Defendants  
**NS AND COMPLAINT**

ay 3rd. 191 6  
Clerk

Defendant lives at  
xley

c. Millan and Grayson.  
Plaintiff's Attorney  
Defendant's Attorney

s Print, Bay Minette

Received in office

May 3rd, 191 6  
*C E Embanks* Sheriff

I have executed this Writ

this *May 19<sup>th</sup> 1916* 191 6  
by leaving a copy of the within summons and complaint  
with

*W H Wright*

*C E Embanks* Sheriff  
*Foster Hayles* Deputy Sheriff.