

STATE OF ALABAMA)
*
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Julian B. Mixon and Geneva Mixon to appear within thirty days from the service of this writ in the Circuit Court, to be held for said County at the place of holding the same, then and there to answer the complaint of Alice C. Richerson.

WITNESS my hand, this 16 day of June, 1963.

Alice J. Duck
Clerk

The Defendants' address is Bay Minette, Alabama. Julian B. Mixon is employed at Brookley Air Force Base and Geneva Mixon is employed at Bay Slacks.

* * * * *

ALICE C. RICHERSON,
Plaintiff,
VS.
JULIAN B. MIXON and GENEVA
MIXON,
Defendants.

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

5607

C O M P L A I N T
COUNT ONE

The Plaintiff claims of the Defendants THREE THOUSAND NINE HUNDRED FORTY NINE AND 44/100 DOLLARS (\$3,949.44), due by promissory note made by them on the 20th day of March, 1962, and payable in equal monthly installments on the 20th day of each month, with interest thereon at the rate of seven percent (7%) per annum, which said note was assigned by the said Baldwin County Bank to the Plaintiff on December 8, 1962.

J. R. O.
Attorney for Plaintiff

Plaintiff demands a trial by jury of said cause.

J. R. O.
Attorney for Plaintiff

Ed-6-21-63

FILED
JUN 19 1963
ALICE J. DUCK, CLERK REGISTER

COMPLAINT

ALICE C. RICHERSON,

Plaintiff,

VS.

JULIAN B. MIXON and GENEVA MIXON

Defendants.

Received 19 day of June 1963
and on 9 day of June 1963
served a copy of the within JBC
Julian B. Mixon &
Geneva Mixon
Service on _____

TAYLOR WILKINS, Sheriff
By W. A. Talbot D.S.
om

720,5607

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

JUN 10 1963
JAMES R. OWEN, Sheriff

JAMES R. OWEN
ATTORNEY AT LAW
BAY MINETTE, ALABAMA

STATE OF ALABAMA)
*
BALDWIN COUNTY)

ASSIGNMENT OF MORTGAGE

The undersigned, Baldwin County Bank, a Corporation, the mortgagee named in that certain mortgage from Julian B. Mixon and Geneva Mixon, husband and wife, which said mortgage is dated March 20, 1962, and recorded in Book 386, Pages 469-71, for and in consideration of the sum of \$1.00 and other good and valuable consideration to it this day in hand paid by Alice C. Richerson, the receipt whereof is hereby acknowledged, has and does hereby transfer, set over and assign said mortgage together with the indebtedness secured thereby to the said Alice C. Richerson, WITHOUT RECOURSE.

IN WITNESS WHEREOF, Baldwin County Bank, a Corporation, has caused this instrument to be executed by E. Davidson, as its President, and to be attested by J. A. Wurst, as its Cashier, on this the 8th day of December, 1962.

BALDWIN COUNTY BANK,
A Corporation,

By *E. Davidson*
As its President

ATTEST:

J. A. Wurst
As its Cashier

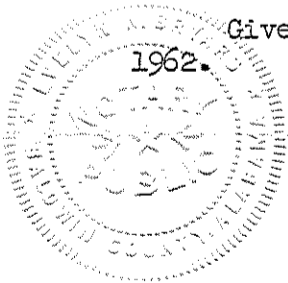
STATE OF ALABAMA)
*
BALDWIN COUNTY)

I, Evelyn N. Bryars, a Notary Public, within and for said County in said State, hereby certify that E. Davidson, whose name as President, and J. A. Wurst, whose name as Cashier of the Baldwin County Bank, a corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this the 8th day of December,

1962.

Evelyn N. Bryars
Notary Public, Baldwin County, Alabama.



Bay Minette, Alabama

\$ 4,119.25

March 20, 1962

For value received the undersigned jointly and severally promise to pay to the Baldwin County Bank, a Corporation, Bay Minette, Alabama, or order, the principal sum of -----FOUR THOUSAND ONE HUNDRED NINETEEN & 25/100-----Dollars with interest thereon from date at the rate of seven Per cent per annum. The said principal and interest shall be payable at the banking house of the Baldwin County Bank, in Bay Minette, Alabama, in installments as follows, namely:

\$4,119.25 with interest from date, at the rate of seven (7%) per cent per annum on the unpaid balance until paid. The said principal and interest shall be payable in monthly installments of \$80.00, commencing on the 20th day of April, 1962, and on the 20th day of each month thereafter until the principal and interest are fully paid, except that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable on the 20th day of March, 1965.

Each maker and endorser waives the right of exemption under the Constitution and Laws of Alabama, and each maker and endorser waives demand, protest, and notice of protest and all requirements necessary to hold them liable as makers and endorsers.

It is further agreed that the undersigned shall pay all costs of collection, including a reasonable attorney's fee on failure to pay any installment of principal and interest of this note on the date due thereof.

This note is to be construed according to the laws of the State of Alabama, and is secured by a mortgage executed to the Baldwin County Bank, which bears even date herewith.

Upon failure to pay any installment of principal and/or interest when due or if any of the conditions and requirements in said mortgage be not complied with, the entire principal sum at the option of the holder, shall become due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Privilege is given to make additional payments on said principal sum at any interest payment date; such additional payments, however, to be made in multiples of \$80.00.

(Julian B. Mixon)

Julian B. Mixon

(Geneva Mixon)

Geneva Mixon

Rt. 2, Box 153,
Bay Minette, Alabama

Each endorser, whose name appears below hereby waives all his right of exemption, and also waives presentment for payment, protest and notice of protest and non-payments of within note, and agrees that said endorsement shall remain good and binding until said note is fully paid.

A
10-26
FD
P

16-20-62

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