

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon J. M. Waters, Jr. 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 J. M. Ponder d/b/a Ponder Company.

Witness my hand this the 18th day of December, 1963.

Alice D. Duck
Clerk

WITHOUT RECOURSE PAY TO THE ORDER OF

(Payee)

(Seal)

By

(Authorized Signature)

(Title)

WITHOUT RECOURSE PAY TO THE ORDER OF

(Seal)

By

(Authorized Signature)

(Title)

PAY TO THE ORDER OF

Bank of Fairhope

With full recourse against the undersigned, hereby waiving presentment, demand, notice of dishonor and protest, and consenting to any and all extensions and renewals hereof, without notice to the undersigned.

Ponder Co. (Seal)

By

(Authorized Signature)

(Title)

Date

Nov 5 1963

For value received pay to the order of

Ponder Company

hereby we hereby sell, assign and transfer all our title and interest to the within instrument and all property therein described, all without recourse on us or on our immediately prior endorser and without any warranty whatsoever by us.

THE BANK OF FAIRHOPE OF FAIRHOPE

William L. Olson
Title *and Vice President*

0678

NOTE

No. FAIRHOPE (City) ALA (State) 11-7-61 (Date) \$ 792.75

FOR VALUE RECEIVED, the undersigned promises to pay to the order of

BANK OF FAIRHOPE at THE BANK OF FAIRHOPE, FAIRHOPE, ALABAMA

the sum of SEVEN HUNDRED NINETY-TWO 75/100 Dollars
payable in 36 equal installments of \$ 22.02 each (except that the final installment may be more or less, being the amount neces-

sary to complete the total sum due hereon), the first installment to be paid on the 30 day of DECEMBER, 1961, and subsequent installments on the same day of each successive month thereafter until paid in full.

The non-payment of any installment of this note at the time and place specified herein shall render the entire unpaid balance of this note due and payable without any notice whatsoever, which unpaid balance shall bear interest at the highest lawful rate from due date thereof.

To secure the payment of this note, the undersigned authorizes irrevocably any attorney of any court of record to appear for the undersigned in such court in term time or vacation, at any time after this note is due, either through lapse of time or acceleration, as herein provided, and confess a judgment without process, in favor of the holder hereof, for such amount as may be due on this note, together with costs and attorney's fees of 10% on the balance due, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment. The undersigned hereby ratifies and confirms all that said attorney may do by virtue hereof.

Each maker and endorser hereby waives presentment, demand, notice of dishonor and protest, and consents to any and all extensions and renewals hereof without notice thereof.

Address

2014

Signature of Maker

(SEAL)

Address

(SEAL)