

No. _____ March 6, 19 63 \$980.16
FOR VALUE RECEIVED, the undersigned promise(s) to pay to the order of R.C. Macon
the sum of Nine Hundred Eighty and 16/100 Dollars, payable in 24 monthly
of \$ 40.84 each, except the final installment, which shall be \$ _____; the first installment shall be due on

4/6, 19 63 after date hereof, and one of such remaining installments shall be due on the 6th day of each successive month there-
after until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments at the rate of 6% per annum
after maturity thereof.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against,
petition in bankruptcy by or against, application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets
of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebted-
ness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself hereby severally waive as to this debt, all rights of
exemption under the Constitution and Laws of Alabama, or of any other State, and severally agree to pay all costs of collecting or securing or attempting to collect
or secure this note, including a reasonable attorney's fee and severally waive demand, presentment, protest, notice of protest, suit and all other requirements
necessary to hold them, and severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or con-
sent to such action, without release of liability as to any such party.

It is understood and agreed that a late charge of five cents per dollar will be paid by the maker(s) on each installment more than fifteen days in arrears.
The undersigned have subscribed their names hereto without condition that any one else should sign or become bound hereon, and without any other condi-
tion whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

SIGNATURES:

(Maker) Joe Garner
(Maker) E. L. Garner
(Co-Maker) _____

Address _____
Address _____
Address _____

In consideration of One Dollar (\$1.00) received and of the credit given or discount, loan or extension of time made by or upon the within note, the undersigned (if more than one, jointly and severally) hereby agree to all of the provisions of the within note, and do unconditionally guarantee to the payee herein, its, his, or her, successors and assigns, and every subsequent holder of said note, irrespective of the genuineness, validity, legality or enforceability thereof, or of the obligation evidenced hereby, or of any collateral therefore, and irrespective of any other circumstance or condition, that all sums stated therein to be payable shall be promptly paid in full when due, in accordance with the provisions thereof, at maturity, by acceleration or otherwise, with 6% interest after maturity.

(Endorser) _____

[Handwritten signature]

77668

[Handwritten signature]

77668

5889

R. C. MACON,
Plaintiff

-VS-

JOE L. GARNER and
IVA GARNER,
individually and jointly.

Defendants

) IN THE CIRCUIT COURT OF
)
) BALDWIN COUNTY, ALABAMA
)
) AT LAW.
)
)
)
)
)

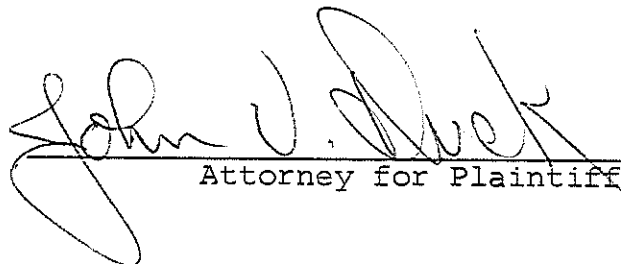
COUNT ONE:

The Plaintiff claims of the Defendants EIGHT HUNDRED FOURTEEN and 10/100 DOLLARS (\$814.10), due by Promissory Note made by them on the 6th day of March, 1963, and payable in monthly installments of Forty and 84/100 Dollars (\$40.84) per month, with the interest thereon.

That in and by the terms of said note, the Defendants promised that in the event of a default in one payment, that at the option of the holder all the remaining installments shall become due and payable, and the Plaintiff avers that the Defendants defaulted in their monthly payments for the month of July, 1963, and now the Plaintiff demands the entire balance of said indebtedness.

That in and by the terms of said note, the Defendants agreed to pay all cost of collecting or securing or attempting to collect or secure this note, including a reasonable Attorneys fee, and the Plaintiff claims the further and additional sum of ONE HUNDRED SIXTY DOLLARS (\$160.00) as a reasonable Attorneys fee.

That in and by the terms of the said Note, the Defendants waived all rights of exemptions under the Constitution and Laws of the State of Alabama, and the Plaintiff now claims the benefit of said waiver.


Attorney for Plaintiff

Defts. may be served
at Young St. Fairhope,
Alabama.

FILED

JAN 10 1964

ALICE L. DUCK, CLERK
REGISTER

INSTRUCTIONS

SENDER:

Write (or type) message, pull out yellow sheet, mail the other two.

RECIPIENT:

Write your reply at bottom, mail back white sheet and keep the pink.

NCR

MADE IN U.S.A. & FOREIGN COUNTRIES
OF THE NATIONAL BUREAU OF STANDARDS, U.S.A.

T
O

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

F
R
O
M

JOHN V. DUCK & RICHARD C. LACEY
Attorneys At Law
319 Magnolia Avenue
FAIRHOPE, ALABAMA

SUBJECT:

R. C. Macon & Joe L. & Iva Garner

DATE:

2/24/64

Message - Reply

FOLD

THIS IS NCR (NO CARBON REQUIRED) PAPER.

JUST TYPE (OR WRITE) ON ORIGINAL. YOUR IMPRESSION
WILL AUTOMATICALLY APPEAR ON COPIES BENEATH.

Form #7 - New England Business Service, Inc., Townsend, Mass.

Dear Mrs. Duck:

Enclosed you will find a Promissory Note in the above styled cause.
Would you please have Judge Hall enter a Judgement by Default in the amount of
\$974.10 and send me the certificate of Judgment as soon as possible.

JVD/oq
Encl:
Note

Sincerely,

SIGNED:

John V. Duck

DATE OF REPLY:

REPLY TO:

John V. Duck

SIGNED:

SENDER: MAIL RECIPIENT WHITE AND PINK SHEETS

RECIPIENT: WRITE REPLY. RETURN WHITE TO SENDER. KEEP THIS PINK COPY.

T
O

Mr. John T. Cook
 Clerk of Circuit Court
 City of Birmingham, Alabama

F
R
O
M

1400 N. 10th St., Suite 2, LA 324
 Birmingham, Ala 35203
 919 Magnolia Avenue
 FARMINGTON, ALABAMA

SUBJECT:

Re: 2nd CO to 2nd CO
 10-10-1984, 10-10-1984

DATE:

10-10-1984

Message - Reply

FOLD A

THIS IS NCR (NO CARBON REQUIRED) PAPER.

JUST TYPE (OR WRITE) ON ORIGINAL. YOUR IMPRESSION
 WILL AUTOMATICALLY APPEAR ON COPIES BENEATH.

Form 317 - New England Business Service, Inc., Townsend, Mass.

Dear Mr. Cook:

Enclosed are copies of the complaint on the above case, filed
 and have served.

Sincerely yours,

SIGNED:

DATE OF REPLY:

REPLY TO:

SIGNED:

RECIPIENT: WRITE REPLY. RETURN WHITE TO SENDER. KEEP THIS PINK COPY.

M
E
S
S
A
G
E

R
E
P
L
Y

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 JOE L. GARNER, & IVA GARNER, individually
and Jointly

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 _____

JOE L. GARNER & IVA GARNER, Individually & Jointly Defendant_____

by R. C. MACON_____

_____, Plaintiff_____

Witness my hand this 10 day of January 1964

64-1-23-64

W. J. Neuch, Clerk

STATE of ALABAMA

Baldwin County

CIRCUIT COURT

R. C. MACON

Plaintiffs

vs.

JOE L. GARNER, & IVA GARNER

Individually & Jointly.

Defendants

Summons and Complaint

Filed

FILED

19

JAN 10 1984

Clerk

ALICE J. DUCK, CLERK REGISTER

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Young St.

Fairhope, Alabama

Received In Office

1/10, 1964

Taylor Wilkins
Sheriff.

I have executed this summons

this 23rd Jan 1964

by leaving a copy with

*Joe L. Garner &
Iva Garner,*

Sheriff claims

Ten Cts per mile Total \$ 14.00

miles at

Jm Eastman
TAYLOR WILKINS, Sheriff
DEPUTY SHERIFF

Taylor Wilkins
Sheriff.

Jm Eastman
Deputy Sheriff.
Fairhope, Ala.