

MASON PLAN COMPANY, INC.,  
A Corporation,

Plaintiff

VS

HENRY FRANELICH

Defendant

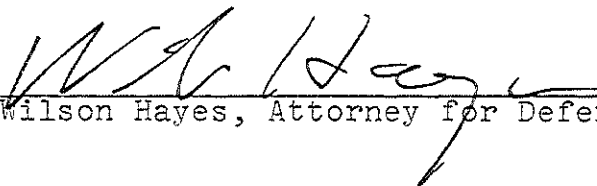
IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

LAW SIDE

NUMBER: 6151

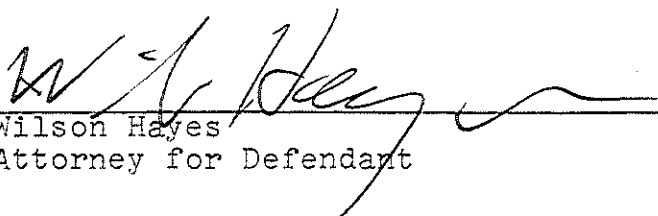
Comes now Defendant by his attorney Wilson Hayes and  
demurrs Plaintiff's complaint and to each count thereof separately  
and severally files the following separate and severally  
demurrers:

1. The complainant does not state a cause of action.

  
Wilson Hayes, Attorney for Defendant

Defendant demands trial  
by jury.

This the 18th day of  
September, 1964.

  
Wilson Hayes  
Attorney for Defendant

FILED

SEP 18 1964

Alice L. Duck, CLERK  
REGISTER

MASON PLAN COMPANY, INC.,	)	
A Corporation,	)	IN THE CIRCUIT COURT OF
	)	
Plaintiff,	)	BALDWIN COUNTY, ALABAMA
vs.	)	
	)	
HENRY FRANELICH,	)	LAW SIDE.
	)	6151
Defendant.	)	

The Plaintiff claims of the Defendant, the sum of ONE THOUSAND THREE HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$1,318.00) the balance due by promissory note made by him on November 30, 1962, and payable in 24 monthly installments of \$38.00 each, commencing on the 15th day of January, 1963. Plaintiff further alleges that in and by the terms of said note the failure to pay any installment accelerated the balance due under said note and that said note is delinquent since February 15, 1963.

Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of TWO HUNDRED TEN AND NO/100 DOLLARS (\$210.00) as a reasonable attorney's fee in the premises.

MASHBURN AND OWENS

By: *[Signature]*

Attorneys for Plaintiff.

**FILED**

AUG 17 1964

**Alice L. Duck, CLERK  
REGISTER**

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

HENRY FRANELICH

BAY MINETTE, ALABAMA

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 \_\_\_\_\_

Henry Franelich

\_\_\_\_\_, Defendant.

by MASON PLAN COMPANY, INC., a corporation

\_\_\_\_\_, Plaintiff.

Witness my hand this 17 day of August 19 64

EX-8-18-64

Alise Luck, Clerk

No. 6151

Page \_\_\_\_\_

**STATE of ALABAMA**

**Baldwin County**

**CIRCUIT COURT**

**MASON PLANE COMPANY, INC.**

Plaintiffs

vs.

**HENRY FRANELICH**

Defendants

**Summons and Complaint**

Filed August 1964

ALICE J. BOON, CLERK  
REGISTER

Clerk

Mashburn & Owens  
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

1411 Hand Avenue, Bay Minette

Received In Office

8/18, 1964

Sheriff.

I have executed this summons

this Aug - 18 1964  
by leaving a copy with

LeRoy Walker  
Sheriff.  
W. A. Talbot  
Deputy Sheriff.  
Omni

Defendant

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

LAW SIDE

NUMBER: 6151

• — • — • —

Comes now the Defendant in the above styled cause by his attorney, Wilson Hayes, and first having leave of the Court, does hereby withdraw his jury demand in the said cause.

Wilson Hayes, Attorney for Defendant

SECRET



# DETEL

\$ 1368

## INSTALMENT NOTE

Mobile, Alabama,

17 30 1962

No. 13186

For value received, we promise to pay to the order of BEARER at the office of Mason Plan Company, Inc., in the City of Mobile, Alabama, the sum of

*Thirteen Hundred Seventy Eight*Dollars in 24 instalments of \$58<sup>00</sup> each, and a final

instalment of \$ —, on the 17 day of each and every month hereafter until paid, with interest after maturities at eight per cent per annum. All payments hereon shall be applied first in payment of principal in full, and next to interest, if any.

Failure to pay any instalment of this note or to fulfill any of the obligations herein undertaken, including any obligation or agreement contained in any form of security at any time pledged to secure this note, shall, at the option of the holder hereof, without demand or notice, mature all remaining instalments; and the holder may accept all collateral pledged in full satisfaction of the obligation or enforce, by suit or otherwise, payment of the entire balance, including lawful costs and attorney's fees, all at option of holder. All obligors hereunder specifically agree to pay any deficiency resulting from sale of collateral or foreclosure of mortgage.

This note is secured by pledge and delivery of the securities or property, if any, mentioned on the reverse hereof, or attached hereto, or in list, receipt or assignment thereof attached hereto, and any securities or property that may be substituted therefor or added thereto and any and all securities or property that may have been or may subsequently be pledged to or come into possession of the holder hereof. All obligors hereunder promise, whenever required by the holder, to increase the amount of security for this obligation until satisfactory to the holder; failure to do so will mature the balance due, at the option of the holder.

For the purpose of enforcing payment of this obligation, the holder shall have the right to sell, assign, collect, compromise, transfer and deliver any and all collateral hypothecated to secure this note, whether original or additional, or so much thereof as may be requisite, and pay first therefrom all costs of sale and balance of this obligation and remainder, if any, to obligor. Such sale may be made wherever the holder may direct, and may be public or private, with or without advertisement, or notice to redeem, and with or without notice to or demand on any obligor hereunder, and the holder hereof may become the purchaser of any or all of said collateral.

The holder hereof shall have the right to apply in its sole discretion, payments made by any obligor hereunder on this or any other indebtedness of such obligor to the said holder. If, before this obligation is paid and the collateral herewith hypothecated is released, any obligor depositing such collateral shall become liable to the holder on any other obligation, then the collateral herewith hypothecated by such obligor, or the proceeds thereof to the extent not required in paying this obligation, shall be held by the holder as collateral security and applied according to the terms herein set forth upon such other obligation of said obligor as the holder may elect.

It is understood and agreed that the holder shall not be compelled to resort first to the collateral hypothecated, if any, for the security of this obligation but may, at holder's election, require said obligation to be paid by any obligor hereunder, and to this agreement said obligors hereby specifically give their assent; and upon the payment of this obligation by the said obligors or any of them, this note, together with the collateral aforesaid, if same is not held pursuant to the preceding paragraph hereof as security for any other obligation or obligations, may be transferred, without recourse against the holder, to the party or parties paying this note. The words "security," "collateral," and/or "collateral security," used in this note shall include notes, mortgages and/or deeds of trust on personal or real property, as well as all other kinds of security or securities.

At or after maturity of this note or upon any default thereunder, any money, stocks, bonds or other property of any kind to the credit of any obligor hereunder on the books of the holder hereof, in transit or in possession of the holder, may, without notice to any obligor, be applied at the discretion of such holder to the full or partial payment of this note.

In the event that any obligor hereunder should fail in business, or become insolvent, or be adjudged bankrupt, or proceedings in involuntary bankruptcy or for the appointment of a receiver should be filed against any of them, this note and every other debt, liability or obligation due by any of them to the holder shall immediately become due and payable without demand, or notice, or a putting in default. The obligors authorize, but do not require, holder to secure any amount and form of insurance required by holder and to add cost of premiums to this obligation, which premium cost shall bear the same rate of interest as balance of note.

Each obligor hereunder hereby both individually and severally agrees that additional obligors, signers, makers, endorsers, guarantors or sureties may become parties hereto, either with or without notice to any obligor, without affecting the liability of any obligor hereon and hereunder; and each of said obligors hereby both individually and severally waives any or all benefit or relief from homestead exemption and all other exemptions or moratoriums to which any of them may be entitled under any laws, now in force or hereafter to be passed, as against this debt or any renewal thereof; it is further agreed that, in the event this note is placed in the hands of an attorney for collection, the obligors hereunder will pay a reasonable attorney's fee, which shall not be less than twenty per cent of balance due, or a minimum of \$25.00; and each obligor both individually and severally further waives presentment for payment, protest, notice of protest and non-payment of this note and all defenses by reason of any extension of time of its payment that may be given by the holder to any obligor. Delay of the holder in exercising any right herein shall not operate as a waiver thereof. All obligors, signers, endorsers, guarantors and sureties hereof shall be liable as makers and principals, jointly and severally.

Witness our hands and seals hereunto subscribed on the day and year above written.

Seal *Henry Braneich*

Address 1009 Calumet St

OCT 20 1965

Seal *Ray M. Mott*

Address

Seal

Address

CLERK  
REGISTER