

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Virgil V. Rhodes 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 Atmore Truckers Association, a corporation.

Witness my hand, this 22 day of October, 1964.

Alice J. Duck
Clerk

ATMORE TRUCKERS ASSOCIA-
TION, a corporation,

Plaintiff,

Vs.

VIRGIL V. RHODES,

Defendant.

X
X
X
X
X
X
X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6260

1.

The Plaintiff claims of the Defendant the sum of \$2,681.18 balance due on a promissory note made by him on the 3rd day of September, 1963 and payable on the 13th day of September, 1963, with interest thereon.

Plaintiff avers that as a part of this instrument, the Defendant agreed to pay a reasonable attorneys fee for collection of said note and for this, the Plaintiff makes claim in the amount of \$500.00.

WILTERS & BRANTLEY

BY:

James M. Brantley
Attorney for the Plaintiff

Defendant may be served at Bay Minette, Alabama

FILED

OCT 22 1964

ALICE J. DUCK, CLERK
REGISTER

EX-10-27-64

246

6268

Altmore Truckers
Association, a corp.

Pltf

vs.

Virgil V. Rhodes
Def't.

Received 23 day of Oct 1964
Served on 27 day of Oct 1964
Served a copy of the within 29
Virgil V. Rhodes

y service on _____

TAYLOR WILKINS Sheriff

By W. A. Talbot D. S.

am

22

6268

Atmore Truckers
Association, a corp.

Plt

v/s.

Virgil V. Rhodes
Deft.

received 23 day of Oct 19 64
id on 27 day of Oct 19 64
served a copy of the within BGC
Virgil V. Rhodes
y service on _____

TAYLOR WILKINS Sheriff

By W. A. Zolbert D. S.

om

FILED

22

\$5126.01
10 days

ATMORE, ALA.

Sept. 3

1963

AFTER DATE, WITHOUT GRACE.

Atmore Truckers Association, Inc.

PROMISE TO PAY TO THE ORDER OF

THE FIRST NATIONAL BANK of Atmore, Alabama

Fifty One hundred Twenty Six & 01/100

Dollars

FOR VALUE RECEIVED, WITH INTEREST AT _____ PER CENT AFTER _____

PAYABLE AT ~~THE FIRST NATIONAL BANK OF~~ ATMORE, ALA.

The parties to this instrument whether maker, endorser, surety or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, all right of exemption under the Constitution and Laws of Alabama, as to personal property, 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 from time to time without notice to them of such extensions. 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 maker, surety, endorser, guarantor or any one of them.

ATTEST

J. D. White

Jessie Bennett

[Signature]

(L. S.)

(L. S.)