

FIRST NATIONAL BANK OF BAY MINETTE,	)	
A National Banking Association,	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	
vs.	)	BALEWIN COUNTY, ALABAMA
REYNOLD B. WHITE,	)	
Defendant.	)	

LAW SIDE.  
6222

COUNT ONE:

The Plaintiff claims of the Defendant the sum of TWO THOUSAND TWO HUNDRED TWENTY FIVE AND 19/100 DOLLARS (\$2,225.19), the balance due by Promissory Note made by him on October 24, 1962, and payable in 36 installments, commencing on the 25th day of November, 1962, with interest thereon from October 23, 1964; 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 Defendant defaulted in his obligation to pay the installments as set out hereinabove.

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 THREE HUNDRED THIRTY THREE DOLLARS (\$333.00), as a reasonable attorney's fee in the premises.

COUNT TWO:

The Plaintiff claims of the Defendant, the sum of ONE HUNDRED SIXTY SIX AND 50/100 DOLLARS (\$166.50), due by Promissory Note made by him on December 31, 1963, and payable on January 31, 1964, together with interest thereon from date at the rate of eight percent (8%) per annum.

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 TWENTY FIVE DOLLARS (\$25.00) as a reasonable attorney's fee in the premises.

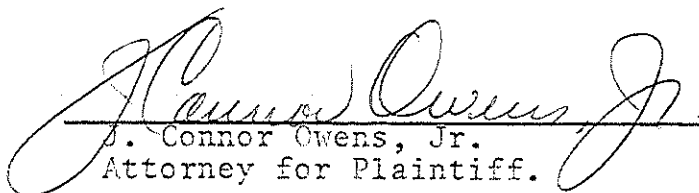
COUNT THREE:

The Plaintiff claims of the Defendant, the sum of ONE HUNDRED THREE AND NO/100 DOLLARS (\$103.00), due by Promissory Note made by him on March 9, 1964, and payable on April 9, 1964, together with interest thereon from date at the rate of eight percent (8%) per annum.

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 TWENTY FIVE AND NO/100 DOLLARS (\$25.00) as a reasonable attorney's fee in the premises.

**FILED**  
NOV 25 1964

  
J. Connor Owens, Jr.  
Attorney for Plaintiff.

ALICE A. 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

REYNOLD B. WHITE

PINE GROVE ROUTE

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 REYNOLD B. WHITE

-----, Defendant-----

by FIRST NATIONAL BANK OF BAY MINETTE, a National Banking Association,

-----, Plaintiff-----

Witness my hand this

25

day of

November

64

19

64-12-2-64

Alice D. Duck Clerk

No. 6322

Page \_\_\_\_\_

**STATE of ALABAMA**

**Baldwin County**

**CIRCUIT COURT**

First National Bank  
of Bay Minette,  
Plaintiffs

vs.

Reynold B White  
Defendants

**Summons and Complaint**

Filed

**FILED**  
**NOV 25 1964**

19\_\_\_\_

**Alice I. Dyer,**  
**CLERK**  
**REGISTER**

Clerk

J. Connor Owens, Jr.  
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at \_\_\_\_\_

Received In Office

11/25, 1964

Sheriff.

I have executed this summons

this

Dec 2

1964

by leaving a copy with

Reynold B White

Sheriff claims 0 fines or

Ten Cents per mile Total \$

**TAYLOR WILKINS, Sheriff**

BY

**DEPUTY SHERIFF**

Taylor Wilkins

Sheriff.

W A Talbot

Deputy Sheriff.

Om

THE STATE OF Bay Minette, Ala.  
POST OFFICE

BAY MINETTE, ALABAMA,

Prin.  
Int.  
Ins.-Rec.

On or before January 31, 1964 next, I promise to pay to the First National Bank of Bay Minette, Ala. One Hundred Sixty Six and 50/100

value received with interest thereon at the rate of 8 percent per annum until maturity. Should this demand, the same shall bear interest at the rate of 8 percent per annum until paid. And the undersigned agree Alabama, for all future advances made by them to the undersigned.

And I/we hereby waive all right to exemption under the Constitution and Laws of this State or any other State, and all my/our advances I/we hereby bargain sell and convey unto First National Bank of Bay Minette, Ala. stock, farming implements; and all my/our household and kitchen furniture and all personal property of every kind and description, on any lands whatsoever, and said property I/we warrant to be free from any encumbrance. A definitely described as follows, to-wit:

State of Alabama,  
Filed 1/8/64 8:00  
Recorded Mtg. Book  
L.D. Owen, Jr. J

And after maturity, and non-payment of this obligation in whole or in part the first National Bank of Bay Minette, Ala. may seize and sell at public outcry for cash before the Court House door of Baldwin County, all or any of the above described indebtedness, and the balance, if any, to the expense of attorney's fee, second to the above described indebtedness, and the balance, if any, to the undersigned. The mortgage tax on this conveyance.

ATTEST: Witness my hand and seal this 31st day of January 1964  
RCS  
Emp. Brookley AFB  
42171  
Mr. Rey

Lt Chg. 3000.00  
REF 345.00  
Cash 212.50

STATE OF ALABAMA, BALDWIN COUNTY

Prin. 2515.00

Int. 450.00

\$ 3115.00

Ins.-Rec. Fee 150.00

Route 2

POST OFFICE Bay Minette, Ala.

BAY MINETTE, ALABAMA October 24, 1962

On or before Each 25th

next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Ala-  
bama, or order, at their main banking house in Bay Minette, Alabama,

Three Thousand One Hundred Fifteen and no/100-----  
in 35 installments of \$60.00 each, and 1 installment of \$1015.00 first installment due November 25, 1962 after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 36 installments  
with interest on each installment from maturity at 8% per annum.

In the event of death, insolvency, assignment by, judgment against, filing of petition in bankruptcy by or against, or issuance of writ of garnishment or attachment against the property of the undersigned, or on the happening of any one or more of the above events, the payee may, at its option, declare the amount of indebtedness immediately due and payable, and proceed to collect the same in any lawful manner. No delay shall waive the right to make the same.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself, severally waive as to this debt, or any extension or renewal thereof, all rights of exemption under the Constitution of the State of Alabama, and under all laws thereof, and as to any other state where proceedings may be instituted, as to personal property, and they severally agree to pay all costs of collecting the same, including a reasonable attorney's fee, whether by suit or by foreclosure. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, and severally agree that time of payment may be extended, or renewal note taken, or other indulgence granted, without notice or consent to such action, and without release of liability.

If any installment of this note is not paid at the time and place specified herein, the entire amount unpaid shall be due and payable immediately at the election of the holder of this note, but failure of the holder to take advantage of such default does not operate as a waiver of any subsequent default.

And to secure the payment of the above amount and all and any future advances or renewals hereof, the undersigned do hereby grant, bargain, sell and convey to the said First National Bank of Bay Minette the following property belonging to the undersigned, and warranted to be free from any encumbrance: All of our livestock and its increase; all farming implements, tractors and other equipment; all of our household goods and kitchen furniture; all agricultural crops of every kind and description growing, or grown, by the undersigned during the year on any lands whatsoever; all of the personal property of the undersigned, whether in possession, reversion or remainder. A portion of the property so hereby conveyed, but not limiting the above, is more specifically described as follows:

1962 Ford Galaxie 4-Dr. Sedan 8 Cylinder, Motor #2U52W-135536

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the acceleration as above herein provided, the First National Bank of Bay Minette, its agents or assigns, may seize the property herein conveyed and sell the same at private sale or at public sale, and if at public sale, then to the highest bidder for cash at such place as it may desire, after first giving notice of such sale by posting at the Courthouse Door in Bay Minette, Alabama, for ten days, of the terms, place and time of said sale. The proceeds of such sale shall be applied first to the expense of seizure and sale, including a reasonable attorney's fee, second to the payment of the debt, and if there be any balance, then to the maker hereof.

Witness my/our hand(s) and seal, this the 24 day of October 1962

/s/ Reynold B. White

(L. S.)

(L. S.)

35487

25-200-187

Mr. Reynold B. White

## THE STATE OF ALABAMA, BALDWIN COUNTY

Rt. 2 Box 316

Bay Minette, Ala.

POST OFFICE

BAY MINETTE, ALABAMA,

Prin. 160.00  
 Int. 4.00 \$ 166.50  
 Ins.-Rec. Fee 2.00 .50  
 12-31-63, 196

On or before January 31, 1964 next, I promise to pay to the First National Bank of Bay Minette, Ala., or order at their office at Bay Minette, Ala. One Hundred Sixty Six and 50/100----- DOLLARS

value received with interest thereon at the rate of \_\_\_\_\_ percent per annum until maturity. Should this note be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid. And the undersigned agrees to pay the First National Bank of Bay Minette, Alabama, for all future advances made by them to the undersigned.

And I/we hereby waive all right to exemption under the Constitution and Laws of this State or any other State and the United States, and should it become necessary to employ an attorney in the collection of this debt I/we agree to pay all reasonable Attorney's fees charged therefor. And to secure the payment of above amount, and all future advances I/we hereby bargain sell and convey unto First National Bank of Bay Minette, Ala., or assigns all my/our live stock, farming implements; and all my/our household and kitchen furniture and all personal property of every description now owned by me/us or which I/we or either of us may acquire before payment in full of this obligation; also the entire crop of agricultural products of any kind raised by or for me/us during the year \_\_\_\_\_ on any lands whatsoever, and said property I/we warrant to be free from any encumbrance. A portion of the property hereby mortgaged is more definitely described as follows, to-wit:

State of Alabama, Baldwin County  
 Filed 1/8/64 8:00AM  
 Recorded Mtg. Book 440 Page 514  
 L.D. Owen, Jr. Judge of Probate

And after maturity, and non-payment of this obligation in whole or in part the first National Bank of Bay Minette, Alabama, their agents or assigns may seize and sell at public outcry for cash before the Court House door of Baldwin County, all or any of said property after posting for five days, written notice of such sale on said Court House door. The proceeds of such sale shall be applied, first to the expense of advertising and making sale, including a reasonable attorney's fee, second to the above described indebtedness, and the balance, if any, to the undersigned. The undersigned agree to pay the recording fees and also the mortgage tax on this conveyance.

Witness my hand and seal this the 31st day of December 1963, 196  
 ATTEST: RCS (L. S.)  
 Emp Brookley AFB /s/ Reynold B. White (L. S.)  
 42171 Mr. Reynold B. White 39

## THE STATE OF ALABAMA, BALDWIN COUNTY

Rt. 2 Box 316

Bay Minette, Ala.

POST OFFICE

BAY MINETTE, ALABAMA,

Prin. 100.00  
 Int. 2.50 \$ 103.00  
 Ins.-Rec. Fee .50  
 3-9-64, 196

On or before April 9, 1964 next, I promise to pay to the First National Bank of Bay Minette, Ala., or order at their office at Bay Minette, Ala. One Hundred Three and No/100----- DOLLARS

value received with interest thereon at the rate of \_\_\_\_\_ percent per annum until maturity. Should this note be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid. And the undersigned agrees to pay the First National Bank of Bay Minette, Alabama, for all future advances made by them to the undersigned.

And I/we hereby waive all right to exemption under the Constitution and Laws of this State or any other State and the United States, and should it become necessary to employ an attorney in the collection of this debt I/we agree to pay all reasonable Attorney's fees charged therefor. And to secure the payment of above amount, and all future advances I/we hereby bargain sell and convey unto First National Bank of Bay Minette, Ala., or assigns all my/our live stock, farming implements; and all my/our household and kitchen furniture and all personal property of every description now owned by me/us or which I/we or either of us may acquire before payment in full of this obligation; also the entire crop of agricultural products of any kind raised by or for me/us during the year \_\_\_\_\_ on any lands whatsoever, and said property I/we warrant to be free from any encumbrance. A portion of the property hereby mortgaged is more definitely described as follows, to-wit:

And after maturity, and non-payment of this obligation in whole or in part the first National Bank of Bay Minette, Alabama, their agents or assigns may seize and sell at public outcry for cash before the Court House door of Baldwin County, all or any of said property after posting for five days, written notice of such sale on said Court House door. The proceeds of such sale shall be applied, first to the expense of advertising and making sale, including a reasonable attorney's fee, second to the above described indebtedness, and the balance, if any, to the undersigned. The undersigned agree to pay the recording fees and also the mortgage tax on this conveyance.

Witness my hand and seal this the 9th day of March, 1964, 196  
 ATTEST: RCS Brookley AFB (L. S.)  
 /s/ Reynold B. White (L. S.)  
 Mr. Reynold B. White 39