

FIRST NATIONAL BANK OF BAY MINETTE,)
A National Banking Association,)

Plaintiff,)

vs.)

MARY C. WILKINS,)

Defendant.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE.

66525

COUNT ONE:

The Plaintiff claims of the Defendant the sum of SIX HUNDRED TWO AND 25/100 DOLLARS (\$602.25), the balance due by Promissory Note made by her on September 25, 1964, and payable in 12 installments, commencing on the 5th day of November, 1964, with interest thereon from December 5, 1964, at the rate of eight percent (8%) per annum. 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 her 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 NINETY AND 35/100 DOLLARS (\$90.35) as a reasonable attorney's fee in the premises.

COUNT TWO:

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED NINETY THREE AND 23/100 DOLLARS (\$593.23), the balance due by Promissory Note made by her on September 27, 1963, and payable in 24 installments, commencing on the 20th day of October, 1963, with interest thereon from December 20, 1964, at the rate of eight percent (8%) per annum. Plaintiff further alleges that in

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 her obligation to pay the installments as set out hereinabove.

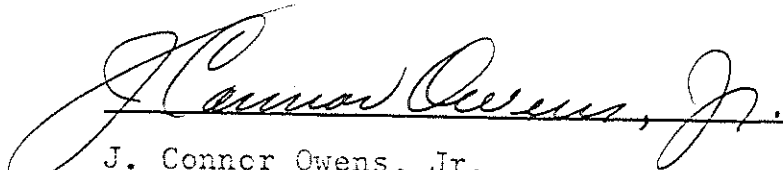
Plaintiff further alleges that in and by the terms of said note the Defendant waived all rights of homestead under the Laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

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 EIGHTY NINE AND NO/100 DOLLARS (\$89.00) as a reasonable attorney's fee in the premises.

FILED

AUG 20 1965

ALICE J. DUCK, CLERK
REGISTER



J. Connor Owens, Jr.,
Attorney for Plaintiff.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No. 6650

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon MARY C. WILKINS

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.....
MARY C. WILKINS

by FIRST NATIONAL BANK OF BAY MINETTE

....., Defendant.....

Witness my hand this..... 20th day of August 1965 Plaintiff.....

EX-8-25-65

63

Alice J. Luck

Clerk

No. 6650 Page.....

STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

First National Bank
of Bay Minette Plaintiffs

vs.

Mary C. Wilkins Defendants

SUMMONS AND COMPLAINT

Filed Aug. 20 1965

Alice J. Duck Clerk

J. Conner Owens, Jr.
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED
Received In Office

..... 19.....
Aug 20 1965

..... Sheriff
Taylor Wilkins
I have executed this summons

this Aug. 25 1965
by leaving a copy with
Mary C. Wilkins

Taylor Wilkins Sheriff
W. A. Zellars Deputy Sheriff
om