

STATE OF ALABAMA

IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Willie Hadley 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 same, then and there to answer the Complaint of Gladys M. Stuart, Executrix, and W. Ramsey Stuart, Jr., and George M. Stuart, co-Executors of the Estate of W. R. Stuart, Sr., deceased.

Witness my hand this 24 day of August, 1965.

Alice J. Duck
Clerk

GLADYS M. STUART, EXECUTRIX,	X	
AND W. RAMSEY STUART, JR., AND		
GEORGE M. STUART, CO-EXECUTORS	X	IN THE CIRCUIT COURT OF
OF THE ESTATE OF W. R. STUART,		
SR., DECEASED,	X	BALDWIN COUNTY, ALABAMA
Plaintiffs,	X	
vs.	X	AT LAW
WILLIE HADLEY,	X	6656
Defendant.	X	

The Plaintiffs claim of the Defendant the sum of Two Hundred Fifty Dollars (\$250.00), due by promissory note made by him on the 6th day of December, 1963, and payable on the 15th day of September, 1964, with interest thereon.

The Plaintiffs aver that in, by and as a part of said note the Defendant agreed to pay all costs of collecting, or securing or attempting to collect or secure said note, including

a reasonable attorneys fee whether the same be collected or secured by suit or otherwise and the Plaintiffs further claim of the Defendant the further and additional sum of Fifty Dollars (\$50.00) as such reasonable attorneys' fee.

The Plaintiffs further aver that in, by and as a part of said note the Defendant waives as to this debt or any renewal thereof, all rights to exemption under the Constitution and Laws of Alabama as to personal property, and the Plaintiffs claim the benefit of such waiver.

CHASON, STONE & CHASON

By: John Earl Chason
Attorneys for Plaintiffs

FILED

AUG 24 1965

ALICE J. DUCK, CLERK
REGISTER

EX-8-27-65

Case No. 6656

GLADYS M. STUART,
et al,
Plaintiffs,

vs.

WILLIE HADLEY,
Defendant.

Received 24 day of Aug. 1965
and on 27 day of Aug. 1965
served copy of the within
on Willie Hadley

by service on

TAYLOR WILKINS, Sheriff
By W. A. Tolbert
Parish

Sheriff claims 26 miles at
Ten Cents per mile Total \$ 2.60
TAYLOR WILKINS, Sheriff
By W. A. Tolbert
DEPUTY SHERIFF

SUMMONS AND COMPLAINT

FILED
AUG 24 1965
ALICE L. DUCK, CLERK
REGISTER

CHASON, STONE & CHASON
ATTORNEYS AT LAW

WAIVE NOTE

\$ 250⁰⁰ Bay Minette, Ala., Dec 6th, 1962
9 Months AFTER DATE PROMISE TO PAY
 TO THE ORDER OF W R Stuart
Two Hundred fifty 5⁰⁰/₁₀₀ DOLLARS
 VALUE RECEIVED. FOR Land Rent

Each maker of this note hereby expressly waives all right to claim exemption of personal property allowed by the Constitution and Laws of this or any other State, and agrees to pay all costs of collecting this note, including a reasonable attorney's fee for all services rendered in any way in any suit against any maker, or in collecting or attempting to collect, or in securing or attempting to secure this debt, if this note is not paid at maturity. Demand, notice of non-payment and protest of this note is hereby waived by each maker.

It is expressly understood and agreed that if this note or any part of it is not paid when due, all other obligations owing by the makers or endorsers of this note to the payee herein, whether evidenced by notes or not, shall become due and payable at once.

And for and in consideration of the sum of one dollar to me in hand paid, and as security for the payment of this note, I hereby covenant with the owner of this note, in case of bankruptcy, to claim full exemptions under the bankruptcy laws, and I further covenant that after claiming such exemptions, I will not disclaim the same to the trustee in bankruptcy or any other person or authority. And should I fail or refuse to make claim to said exemptions, I hereby appoint the owner of this note my true and lawful attorney in fact for me and in my name, place and stead to make claim for the full amount as an exemption under said laws, and this shall be his authority for making such claim in my behalf. And for the further consideration of one dollar to me in hand paid, and for the purpose of securing the payment of this note, I hereby transfer, assign and set over to the owner of this note, so much of my said exemptions as will pay this note in full, principal, interest, attorney's fees and costs, and I hereby direct the trustee in bankruptcy, to deliver to the owner of this note a sufficient amount of property or money claimed or set apart as exempt to pay off the amount of this indebtedness, and this shall be his authority therefor. The powers herein given are coupled with an interest and are irrevocable.

Given under the hand and seal of each party.

PAYABLE AT THE FIRST NATIONAL BANK OF BAY MINETTE, ALA.

DUE September 15th 1964

ATTEST

Harry M. Doherty

Willie Hadley

(L. S.)

(L. S.)