

CHASON, STONE, CHASON & PARTIN
ATTORNEYS AT LAW
P. O. BOX 120
BAY MINETTE, ALABAMA 36507

JOHN CHASON
NORBORNE C. STONE, JR.
JOHN EARLE CHASON
CHARLES C. PARTIN

PHONE 937-2191

October 10, 1975

Mrs. Eunice Blackmon
Circuit Clerk
County Courthouse
Bay Minette, Alabama 36507

Dear Mrs. Blackmon: Re: George M. Stuart vs.
 A. J. Hoover
 Circuit Court of Baldwin
 County, Alabama
 Civil Action No. 6667

We recovered a judgment for the Plaintiff against the Defendant on October 27, 1965. A certificate of this judgment was recorded in the Office of the Judge of Probate of Baldwin County, Alabama, on November 2, 1965, in Judgment Book 15, at Page 199. This judgment will be ten years old on the 27th of this month and in order to avoid the necessity of a revival of this judgment, we would appreciate your issuing an alias execution on the judgment before the 27th.

With best regards, we are

Yours very truly,

CHASON, STONE, CHASON & PARTIN

By: John E. Chason

FILED

JEC:lh

OCT 13 1975

EUNICE B. BLACKMON CIRCUIT
 CLERK

STATE OF ALABAMA
BALDWIN COUNTY

IN THE CIRCUIT COURT - LAW SIDE

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon A. J. Hoover 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 George M. Stuart.

Witness my hand this 30 day of August, 1965.

Alice J. Duck
Clerk

GEORGE M. STUART,

Plaintiff,

vs.

A. J. HOOVER,

Defendant.

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IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6667

COMPLAINT

The Plaintiff claims of the Defendant \$268.28, as the Assignee of a note, executed on the 8th day of June, 1964, by the Defendant, payable to the First National Bank of Bay Minette, Bay Minette, Alabama on September 8, 1964, and assigned to the Plaintiff, together with interest thereon since February 20, 1965.

CHASON, STONE & CHASON

By John Earle Chason
Attorneys for Plaintiff

FILED

AUG 30 1965

ALICE J. DUCK, CLERK
REGISTER

EX-9-17-65

STATE OF ALABAMA, BALDWIN COUNTY

POST OFFICE

*Box 336
Foley Ala*

Prin. 250.00

Int. Fr date \$ 254.00

Ins.-Rec. Fee 2.00-2.00

*1428
269.28*

BAY MINETTE, ALABAMA June 8

On or before September 8, 1964 next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Alabama, or order, at their main banking house in Bay Minette, Alabama,

Two Hundred Fifty-four and No/100

DOLLARS.

for value received, with interest thereon at the rate of 8 percent per annum until maturity. Should this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid.

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.

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 1964 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:

End: Mr. W. R. Stuart, Jr.

W. R. Stuart, Jr.

STATE OF ALABAMA, BALDWIN COUNTY
Filed 6/16/64
Recorded 7/1/64
Book 454 Page 120
L. O. Cline
Judge of Probate

454 PAGE 120

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 8th day of June 1964

Attest:

A. J. Hoover

(L. S.)

Mr. A. J. Hoover 50

(L. S.)

44190

30

Proceeds of this note received
in cash.

A. J. Kanner

1st - 9-15
2nd - 9-21

For value received I hereby guarantee the collection and payment of the within note, mortgage, including reasonable attorney's fees, and waive my right of exemption of this or any other State. I also consent to any extension of time of payment or any renewal of this note, mortgage, and waive demand, protest and non payment thereof.

W. R. Stuart, Jr.

Letter sent 11-11-64

2-20-65

For value received, we hereby sell, assign and transfer our interest in the foregoing note in the amount of 268.28 to W. R. Stuart, Jr. without recourse
First National Bank of Bay Mnette, Ala.

By Winton E. Wise
Winton E. Wise V P & Cashier

February 20, 1965

For value received, the undersigned, W. R. Stuart, Jr. does hereby transfer, sell and assign his interest in the foregoing note to George M. Stuart.

By W. R. Stuart, Jr.
W. R. Stuart, Jr.

91

FILED
OCT 21 1965
MILWAUKEE, WIS. CLERK REGISTER

6667

Received 30 day of Aug 1965

and 17 day of Sept 1965

received a copy of the within S & C

A. J. Hoover

by service on A. J. Hoover

TAYLOR WILKINS, Sheriff

Jm Eastman D. S.
Goley, Ala.

Sheriff claims 72 miles at

Ten Cents per mile Total \$ 7.20

TAYLOR WILKINS, Sheriff

BY Jm Eastman
DEPUTY SHERIFF

GEORGE M. STUART,

Plaintiff,

vs.

A. J. HOOVER,

Foley - Defendant.

COMPLAINT

To Baldwin Furniture Co.

FILED

AUG 27 1965

ALICE L. HARRIS, CLERK
REGISTER

CHASON, STONE & CHASON
ATTORNEYS AT LAW