STATE OF ALABAMA)

(IN THE CIRCUIT COURT - LAW SIDE BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon CHARLES E. HALE, 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, Alabama, Law Side, by First National Bank of Bay Minette, plaintiff, against Charles E. Hale, as the defendant.

WITNESS my hand this Jalay of September, 1965.

alie Deluck

Defendant resides at 1401 Track Street Bay Minette, Alabama.

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

Plaintiff,

baldwin County, Alabama

vs.

CHARLES E. HALE,

Defendant.

The Plaintiff claims of the Defendant the sum of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00), the balance due by Promissory Note made by him on October 19, 1964, and payable in 18 installments, commencing on the 10th day of November, 1964, with interest thereon from August 10, 1965, at the rate of eight percent 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 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 Fifty-two and 50/100 Dollars (\$52.50) as a reasonable attorney's fee in the premises.

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

64-9-21-65

Case No-6676

SUMMONS AND COMPLAINT

FIRST NATIONAL BANK OF BAY MINETTE, a national banking association,

Plaintiff,

VS.

CHARLES E. HALE,

Defendant.

IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA LAW SIDE.

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FIRST NATIONAL BANK OF a National Banking Ass)			
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	Plaintiff,)			
vs.)	BALDWIN COUNT	ſΥ, AL	ABAMA
CHARLES E. HALE,)	LAW SIDE.	NO.	6676.
	Defendant.)		110.	0070.

AMENDED COMPLAINT

Now comes the Plaintiff in the above styled cause and amends its complaint heretofore filed by adding thereto the following Count:

COUNT TWO:

The Plaintiff claims of the Defendant the sum of THREE HUNDRED SIXTY NINE AND 95/100 DOLLARS (\$369.95), the balance due by Promissory Note made by him on July 5, 1963, and payable in 24 installments, commencing on the 20th day of August, 1963, with interest thereon from January 1, 1965, at the rate of eight percent 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 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 Fifty-five and no/100 Dollars (\$55.00) as a reasonable attorney's fee in the premises.

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Attorney for Plaintiff

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RCS Emp Teacher Baldwin Co. Bd. of Ed. Vaughn - Stockton

Charles E. Hale

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