

STATE OF ALABAMA
BALDWIN COUNTY

)
(
)

IN THE CIRCUIT COURT - LAW SIDE

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 2nd day of September, 1965.

Alice J. Luck
Clerk.

Defendant resides at
1401 Track Street
Bay Minette, Alabama.

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.

6676

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.

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

FILED
SEP 2 1965
ALICE J. DICK, CLERK
REGISTER

84-9-21-65

Case No - 6676

Stock

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.

FILED

SEP 2 1965

ALICE J. DUCK, CLERK
REGISTER

J. Connor Owens, Jr.

3 day of Sept 1965
21 day of Sept 1965
I served a copy of the within
on Charles E. Hale

By service on

TAYLOR WILKINS, Sheriff

By

W. A. Talbot
Stock

SHIRERS ALLOWED BY
TAYLOR WILKINS, Sheriff
Ten Cents per mile Total \$ 2.00
Sheriff's claims 22 miles at

FIRST NATIONAL BANK OF BAY MINETTE,)	
a National Banking Association,)	
)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
)	
CHARLES E. HALE,)	LAW SIDE. NO. 6676.
)	
Defendant.)	

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 per-cent 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.

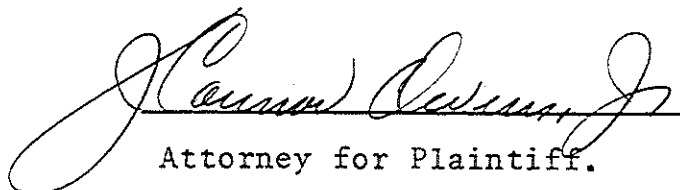
Plaintiff further alleges that in and by the terms of said note, the Defendant waived all rights of homestead under the laws of the State of Alabama, and Plaintiff claims the benefit of said waiver.

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.

FILED

SEP 20 1965

ALICE L. WALKER, CLERK
REGISTER


Attorney for Plaintiff.

STATE OF ALABAMA, BALDWIN COUNTY

1401 Track St.

POST OFFICE Bay Minette, Alabama

On or before Each 10th

101.18 ON #42859
354.00 ON #43879
11.82 INT.
4.00 L/C

Prin. 551.00
Int. 66.00 \$ 630.00
Ins.-Rec. Fee 11.00-2.00

BAY MINETTE, ALABAMA October 19, 1964

bama, or order, at their main banking house in Bay Minette, Alabama,

in 18 Six hundred thirty and NO/100 - - - - - installments of \$ 35.00 each, and installment of \$ - - - - - the first installment due November 10, 1964 DOLLARS.

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 18 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 encumbrances: 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:

1959 Chevrolet Impala 4-dr 6-cyl Sedan Serial #E59A154235

STATE OF ALABAMA, BALDWIN COUNTY
Filed 10/26/64

Recorded 11/1/64 463-566

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 19th day of October 1964

NEW Emp. Teacher - Vaughn School

Charles E. Hale

Charles E. Hale

10-102-086

328.00
2200.00
350.00

ON 150.00
ADD 72.00
125.00

Prin. 333.00

Int. 24.00 \$ 363.00

Ins.-Rec. Fee 4.00 - 2.00

STATE OF ALABAMA, BALDWIN COUNTY

1401 Track St.
POST OFFICE Bay Minette, Ala.

BAY MINETTE, ALABAMA February 22, 1964, 19.....

On or before Each 5th 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 Hundred and Sixty Three and no/100----- DOLLARS,

in 12 installments of \$ 30.25 each, and installment of \$ the first installment due April 5th, 1964 after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 12 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 warrant 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:

1959 Chevrolet Impala 6 Cy. 4 Dr. Serial No. 4E59A 154235

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 22 day of February 1964, 19.....

Attest: RCS Emp Teacher Baldwin Co. Bd. of Ed. Vaughn - Stockton (L. S.)

Charles E. Hale (L. S.)

Charles E. Hale 33

42859 5-702-083