

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon George James Ankum 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 Stephens Investment Corporation, a Corporation.

Witness my hand, this the 10 day of September, 1965.

CLERK

*W. H. Hay*

STEPHENS INVESTMENT CORPORATION, )  
A CORPORATION )

PLAINTIFF )

VS )

GEORGE JAMES ANKUM )

DEFENDANT )

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 6646

1. The Plaintiff claims of the Defendant THREE-HUNDRED, SIXTY-FIVE and EIGHTY-TWO ONE-HUNDREDTHS (\$365.82) DOLLARS as the balance due on a promissory note for \$418.08 made by him on the 19th day of February, 1965 and payable on the 26th day of July, 1965, with interest thereon.

The said note contains waiver of exemption, whereof Plaintiff claims benefit.

2. Plaintiff claims of the Defendant TWO-HUNDRED, FORTY and NO/100 (\$240.00) DOLLARS, due by promissory note made by him on the 2nd day of July, 1965 and payable on the 2nd day of August, 1965, with interest thereon.

The said note contains waiver of exemption, whereof Plaintiff claims benefit.

*W. H. Hay*  
Attorney for Plaintiff

Defendant may be served  
at Latham Rt., Stockton,  
Alabama or Bacon-McMillan

*EX- 9-21-65*

Received 10 day of Sept 1965  
and on 21 day of Sept 1965  
served a copy of the within 381

George James Ankum

by service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By W. A. Tolbert  
Tolbert

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY W. A. Tolbert  
DEPUTY SHERIFF

6686

Stephens Investment Co.

vs.

George James Ankum

FILED

SEP 10 1965

ALICE J. DUCK, CLERK  
REGISTER

CB

Prin. 199.08  
 Int. 40.92 \$ 240.00  
 Ins. Fee  
 Rec. Fee

## STATE OF ALABAMA, BALDWIN COUNTY

Latham Route

POST OFFICE Stockton, Alabama

BAY MINETTE, ALABAMA

July 2, 1965

For value received I/we promise to pay to STEPHENS INVESTMENT CORPORATION, Bay Minette, Alabama, or order, at their Business house in Bay Minette, Alabama,

Two Hundred Forty and no/100 DOLLARS,  
 in 12 installments of \$ 20.00 each, and installment of \$ , the first installment due July August 2, 1965  
 hereof, and the remaining installments due on the corresponding day of each successive thereafter for said number of 12 installments with interest on each installment from maturity as provided by the Alabama Small Loan Law.

Final installment due July 12, 1966

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, 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 Stephens Investment Corporation of Bay Minette the following property belonging to the undersigned, and warranted to be free from any encumbrance: A portion of the property so hereby conveyed, but not limiting the above, in more specifically described as follows: being Located in Baldwin County, Ala.

STOVE, REFRIGERATOR, BEDROOM SUITE

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the acceleration as above provided, the Stephens Investment Corporation 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, 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 2 day of July, 1965

Emp: Bacon Mc Millan

George J. Ankum (L. S.)

Loan No. 1269-S

George J. Ankum 27(Mable)

293.73  
L. Ins. 6.27  
300.00

Prin. 300.00  
Int. 118.08 , 418.08

Ins. Fee

Rec. Fee

STATE OF ALABAMA, BALDWIN COUNTY

George J. Ankum  
Post Office Latham Route  
Stockton, Alabama

BAY MINETTE, ALABAMA

February 19

19 65

For value received I/we promise to pay to STEPHENS INVESTMENT CORPORATION, Bay Minette, Alabama, or order, at their Business

in Bay Minette, Alabama,

Four Hundred Eighteen and 08/100

24 installments of \$ 17.42 each, and installment of \$ the first installment due March 19, 1965 24 DOLLARS after date installments

of, and the remaining installments due on the corresponding day of each successive interest on each installment from maturity as provided by the Alabama Small Loan Law. thereafter for said number of

Final installment due February 19, 1967

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 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 of, 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, 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, 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 option 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, convey to the said Stephens Investment Corporation of Bay Minette the following property belonging to the undersigned, and warranted to be free from encumbrance: A portion of the property so hereby conveyed, but not limiting the above, in more specifically described as follows: being Located in Baldwin County, Ala.

NONE

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the acceleration as above provided, the Stephens Investment Corporation 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 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 of 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 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 19 day of February 19 65

By: Bacon Mc Millan

Bay C. Stephens

No. 658-S

George James Ankum

(L. S.)

(L. S.)

Bacon-Mc

George J. Ankum, 26

For value received, I hereby guarantee the collection and payment of the within note, mortgage and waive my right of exemption of this note from any State. I also consent to any extension of time for payment or any renewal of this note, mortgage and waive my right of exemption and non-payment thereon.

*W. Gray H. Stephens*

#### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Stephens Investment Corporation hereby assigns, transfers and conveys unto the foregoing security instrument, together with the debt secured thereby and the note evidencing the same, and together with all of the right, title and interest of the undersigned in and to the property therein described, on this 20th day of Feb,

1965

STEPHENS INVESTMENT CORPORATION

BY: *W. Gray H. Stephens*