

STATE OF ALABAMA  
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Lloyd McCreary, Daisy McCreary and S. T. Tallent, 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 the same, then and there to answer the Complaint of The First National Bank of Fairhope, a Corporation.

WITNESS my hand this 28 day of September, 1965.

Alice J. Luck  
Clerk

THE FIRST NATIONAL BANK  
OF FAIRHOPE, a Corporation,

Plaintiff,

Vs.

LLOYD McCREARY, DAISY  
McCREARY and S. T.  
TALLENT,

Defendants.

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

AT LAW

CASE NO. 6707

1.

That on the 13th day of November, 1964, the Defendants, Lloyd McCreary and Daisy McCreary, for value received, executed and delivered to the Plaintiff their promissory note and promised to pay to the order of the Plaintiff, the sum of THREE HUNDRED SEVENTY-FIVE (\$375.00) DOLLARS, one year after that date, with interest at the rate of 8% per annum from said date. That at all times thereafter, the Plaintiff has been and still is the owner thereof. The Defendant, S. T. Tallent, endorsed the note before the Defendants, Lloyd McCreary and Daisy McCreary, delivered the same to the Plaintiff and agreed to guarantee payment thereof. That the Defendants defaulted on the June payment and by the terms of said note, the balance of \$252.75 plus interest became immediately due and payable in full and the same was not paid and that due notice thereof was

given to the Defendant, S. T. Tallent. By the terms and provisions of the said note, the Defendants waived all rights of exemptions as to the indebtedness and demand, notice and protest of the same and further agreed to pay reasonable attorneys' fees for the collection of the same, which attorneys' fees the Plaintiff alleges to be FORTY (\$40.00) DOLLARS and which they herewith claim. The Plaintiff further avers that the balance due on said note in the amount of \$252.75, together with interest thereon, and attorneys' fees in the above amount, is now due and unpaid.

WILTERS, BRANTLEY & NESBIT

BY:

*Phillip S. Nesbit*  
Attorney for the Plaintiff

FILED

SEP 22 1965

ALICE L. DICK

CLERK  
REGISTERED

*Re: McCreary may  
be served at their home  
north of Dyphre near Park City  
S. T. Tallent may be served  
at Dyphre, Ala.*

10-2-65

6707

THE FIRST NATIONAL BANK  
OF FAIRHOPE, a Corporation,

Plaintiff,

Vs.

LLOYD McCREARY, DAISY  
McCREARY and S. T.  
TALLENT,

Defendants.

COMPLAINT

FILED

SEP 28 1965

ALICE I. DUCK, CLERK  
REGISTER

Walters, Brantley & Nesbit  
Attorneys for the Plaintiff

Received 28 day of Sept 1965  
and on 2 day of Oct 1965

I served a copy of the within Doc  
on Lloyd McCreary,

Daisy McCreary,  
By service on S. T. Tallent

Taylor Wilkins  
TAYLOR WILKINS, Sheriff  
By Roy Randle

Daphne

Shall deliver 162  
Ten Cents per copy, to be 16.50  
TAYLOR WILKINS, Sheriff  
BY Roy Randle  
DEPUTY SHERIFF

See reverse

Fairhope, Ala.,

11-13

19 64

to the order of FIRST NATIONAL BANK OF FAIRHOPE  
Three hundred seventy five dollars only

after date, without grace, I (WE) promise to pay

DOLLARS

With interest at the rate of ..... % per annum to maturity  
for value received, payable at FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALABAMA.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the property hereinafter described.

Full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time, or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereafter be pledged for the payment of this note or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security of default in the payment of any installment of principal or interest, or the death, insolvency or general assignment by, judgment against, garnishment or attachment against any party liable hereon or against filling of application in any court for receiver for, or issuance of writ of filling of any proceeding under the Bankruptcy Act by or against the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successors and assigns shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable and a sale of the collateral pledged may be made immediately as provided for above. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective. The owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and, if there is no market price, then at its value; and the proceeds of any such sale shall be applied: First, to the payment of the expenses of making such sale together with a reasonable attorney's fee, if an attorney is employed, or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, all right to exemption under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all cost of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee whether same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity; and thereafter interest at the rate of eight per cent, per annum until paid. It is also agreed by the undersigned to pay a late charge on each installment more than fifteen days in arrears.

The bank at which this note is payable is hereby authorized to apply, on or after maturity, to the payment of this debt, any funds or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor or any of them but shall not be required to make such application unless it shall so elect, nor be liable for any failure or omission in respect thereof.

The collateral security hereinabove referred to is described as follows:

1957 Buick 4 Dr. Special motor # V2674795 serial # LD6014528

1956 Plymouth 4 Dr. Plaza serial #1676S37-2

\$375.00

No insurance required.

Attest:

Due

Lloyd McCreary (SEAL)  
Daisy McCreary (SEAL)

Lloyd and Daisy McCreary  
P.O. Box 247, Daphne, Ala.

1 VOL

66

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SEAL OF ALABAMA  
RECORDED  
11/18/64  
BALDWIN COUNTY  
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In consideration of One Dollar paid to the undersigned, and of the making at the request of the undersigned, of the loan evidenced by the within note, the undersigned hereby jointly and severally guarantee to FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALABAMA, its successors, endorsers or assigns, or the owner or holder of said note, the punctual payment, at maturity, of the said loan, and hereby assent to all the terms and conditions of the said note, and consent that the securities for the said loan may be exchanged or surrendered from time to time, or the time of payment of the said loan extended, without notice to or further assent from the undersigned, who will remain bound upon this guarantee, notwithstanding such changes, surrender or extension.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, all right to exemption under the Constitution and Laws of Alabama, or any other State, and they each severally agree to pay all cost of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity; and thereafter interest at the rate of eight per cent, per annum until paid.

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

In 12 monthly installments of \$21.25 beginning 12-17-64 and like amounts each month thereafter until paid in full.

  
S.T. TALLIENT