PERRY McCLELLAND

Plaintiff

X

IN THE CIRCUIT COURT OF

X

BALDWIN COUNTY, ALABAMA

LEROY McCLELLAND

X

AT LAW

NO.______

Defendant

X

-1-

The plaintiff claims of the defendant the sum of

Two Mundred Seventy-five (\$275.00) Bollars being the balance

due and unpaid of a promissory waive note in the amount of

Three Hundred Thirty (\$330.00) Dollars drawn by the defendant

on the 26th day of June, 1965, payable to plaintiff in 12

installments of \$27.50 each, the first installment being due

the 25th day of July, 1965, and each month thereafter until

fully paid; with the total unpaid amount becoming due on the

failure of defendant to pay any of the individual payments,

and the said payments not being paid as they matured, by the

said defendant, said note was charged back to the account of the

plaintiff herein by the Baldwin County Bank and is owned by

the said plaintiff.

Whereas, said note in the balance due amount of Two Hundred Seventy-five (\$275.00) Dollars with interest thereon, is still unpaid.

-2-

The plaintiff claims of the defendant a reasonable attorney fee as provided in the said promissory waive note.

OCT 25 1965

Attorney for plaintiff.

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THE STATE OF ALABAM	A, CIRCUIT COURT, BALDWIN COUNTY
BALDWIN COUNTY	TERM, 194
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Deroy McClelland	, Defendant
by Perry Mcclelland	
	District Co.
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C. L. Thomp	Plaintiff's Attorney
	Defendant's Attorney
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THE STATE of ALABAMA, BALDWIN COUNTY
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Leroy Nº Clelland
Defendants
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C. L. Thempson Plaintiff's Attorney
Plaintiff's Attorney

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PERRY MCCLELLAND	χ	
Plaintiff	χ	IN THE CIRCUIT COURT OF
VS	χ. X	BALDWIN COUNTY, ALABAMA
LEROY MCCLELLAND	χ	AT LAW NO. 6239
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Comes the defendant in the above styled cause and denies the allegations of said complaint.

FILED

OCT 20 1965

AUGE I DUGG, CLERK

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In the event of death, insolvency, assi- attachment against the property of the undersign of indebtedness immediately due and payable, an					
The parties to this instrument, whether thereof, all rights of exemption under the Constitution instituted, as to personal property, and they sever foreclosure. And each maker, endorser, surety and time of payment may be extended, or renewal new constructions.	rally agree to	pay all costs of	nd under all laws ther collecting the same, in	ceof, and as to any other state whe cluding a reasonable attorney's fee,	whether by suit or by
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If any installment of this note is not parellection of the holder of this note, but failure of the above and convey to the said First National Bank of Ball of our livestock and its increase; all farming it	re amount and ay Minette the mplements, tra	i all and any fut o following proper actors and other ea	are advances or renew ty belonging to the und quipment; all of our he	dischereoi, Commidensigned do here dersigned, and warranted to be free ousehold goods, and kitchen furniture	by grant, bargain, sell from any encumbrance:
of every kind and description growing, or grown, indersigned, whether in possession, reversion or is follows:	by the unders remainder. A	igned during the portion of the pr	rearon coperty so hereby conve	my lands whatsoever will of the poved, but not limiting the abover is may	ersonal property of the
Endorsed: Perry			c _{nd}	JUNDA	~ ~ ~
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Upon maturity, and non-payment of this day Minette, its agents or assigns, may seize the sighest bidder for cash at such place as it may alays, of the terms, place and time of said sale. I key's fee, second to the payment of the debt, and	property here:	in conveyed and s	sell the same at privat	a sole or at public sole and if at a	nublic cale then to the
Witness my/our hand(s) and so	al, this the	26thday of	June 1965		
EW Emp Borden's Da	irţ				(L S.)
	*****************************	************************	Also.	JME/SULLA	(L S)
1 1 1 Insure Both!			Mr Le	roy McClelland	
25-103	-2	95		_	•

Proceeds of this note received in cash.

Month Collisions

For value received we hereby sell, assign and transfer our interest in the foregoing note in the amount of \$275.00 to Perry McClelland without recourse.

Signed: Marti

First National Bank of Bay Minette

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 declared a patient and extract and exemptions thereof

demand, protest and non payment thereof.

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on or retoro Bach 10th next,	I/we promise to pay to the First W.
bama, or order, at their main banking house in Eay Minette, Alabama,	of buy Minette, Alg-
Two-Hundred Twenty Four and no/1	0.0 pollars,
in installments of \$ 18.50ach, andinstallment of \$ 2	0.50ho first installment due March 10, 1965 after date
hereof, and the remaining installments due on the corresponding day of each swith interest on each installment from maturity at 8% per annum.	accessive Month thereafter for said number of 12 installments
In the event of death, insolvency, assignment has independent	
of indebtedness immediately due and payable, and proceed to collect the same	filing of petition in bankruptcy by or against, or issuance of writ of garnishment or any one or more of the above events, the payee may, at its option, declare the amount of an any lawful manner. No delay shall wrive the right to make the agree.
The parties to this instrument, whether maken and	to make the same.
instituted, as to personal property, and they severally agree to pay all costs of	carantor, each for himself, severally waive as to this debt, or any extension or renewal and under all laws thereof, and as to any other state where proceedings may be collecting the same, including a reasonable attorney's fee, whether by suit or by granted, without a prosentment, protest, notice of protest, and soverally the same of the same of the same of the same of the same.
time of payment may be extended, or renewal note taken, or other indulgance	ally waives demand, prosentment, protest notice of the whether by suit or by
And to account it	such default does not operate about any of any subsequent default.
and convey to the said First National Bank of Bay Minette the following proper	ture advances or renewals bereof, the understand do handle
of every kind and description growing, or grown by the undersided the	the default does not operate apply notice that he due and payable immediately at the such default does not operate apply of any subsequent default. BALDWIN COUNTY, ture advances or renewals bereof the undersigned do hereby grant, bargain, sell rely belonging to the undersigned attempts and to be free from any encumbrance; equipment; all of our household goods and little manufacture; all agricultural expensions on any lands whatsoever; all of the personal opporty of the operty so hereby conveyed, but not limiting the above, is more specifically described
undersigned, whether in possession, reversion or remainder. A portion of the property of the p	year on any lands whatsoever; all of the personal property of the
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	Judge of Probate
Upon maturity, and non-payment of this obligation in arbeit	int, or upon the acceleration as above herein provided, the First National Bank of sell the same at private sale or at public sale, and if at public sale, then to the is such sale by posting at the Courthouse Door in Bay Minette, Alabama, for ten be applied first to the expense of seizure and sale, including a reasonable attor-
dy minerte, its agents or assigns, may seize the property herein conveyed and it ighest bidder for cash at such place as it may desire, after first giving notice as it may desire first giving notice	tit, or upon the acceleration as above herein provided, the First National Bank of the same at private sale or at public sale, and if at mublic sale.
ey's fee, second to the payment of the debt, and if there be any balance, then to	be applied first to the expense of seizure and sale, including a reasonable atten-
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