

PERRY MCCLELLAND

X

Plaintiff

X

IN THE CIRCUIT COURT OF

vs

X

BALDWIN COUNTY, ALABAMA

LEROY MCCLELLAND

X

AT LAW

NO. \_\_\_\_\_

Defendant

X

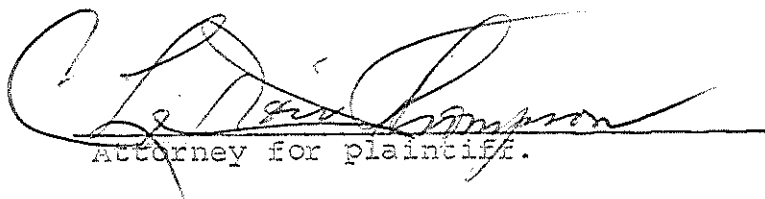
-1-

The plaintiff claims of the defendant the sum of Two Hundred Seventy-five (\$275.00) Dollars 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.

  
Attorney for plaintiff.

FILED  
OCT 25 1965  
CLERK  
REGISTER

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, }  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.-----

-----TERM, 194-----

TO ANY SHERIFF OF THE STATE OF ALABAMA :

You Are Hereby Commanded to Summon Leroy McClelland

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, State of Alabama, at Bay Minette, against-----

Leroy McClelland

\_\_\_\_\_, Defendant-----

by Perry McClelland

\_\_\_\_\_, Plaintiff-----

Witness my hand this

25

day of

Oct

1945

EX-10-26-65

Oliver J. Luck

Clerk.

No. 6739

Page \_\_\_\_\_

THE STATE of ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Perry McClellana

Plaintiffs

vs.

Leroy McClelland

Defendants

SUMMONS and COMPLAINT

Filed 10-25, 1945

Archie J. Duck Clerk

C. L. Thompson

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co.

Defendant lives at \_\_\_\_\_

RECEIVED IN OFFICE

OCT 26 1965

I have served this summons

TAYLOR WILKINS

SHERIFF

this 10/26, 1945  
by leaving a copy with

Leroy McClelland

Taylor Wilkins Sheriff

Donald Deputy Sheriff

O mi

SUMMONS AND COMPLAINT

THE STATE OF ALABAMA, }  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. ....

..... TERM, 194.....

TO ANY SHERIFF OF THE STATE OF ALABAMA :

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to appear and plead, answer or demur, within thirty days from the service hereof, to the Complaint filed in

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....., Defendant

by Perry McClelland

....., Plaintiff

Witness my hand this

25

day of

Oct

1945

EX-10-26-65

Oliver J. Luck, Clerk.

No. 6439

Page \_\_\_\_\_

THE STATE of ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Perry McClelland

Plaintiffs

vs.

Leroy McClelland

Defendants

SUMMONS and COMPLAINT

Filed 10-25, 1965

Reis J. Wink Clerk

C. L. Thompson

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co.

Defendant lives at \_\_\_\_\_

RECEIVED  
REGISTERED IN OFFICE

OCT 26 1965

, 194\_\_\_\_

, Sheriff

I have executed this summons

DALE WILKINS  
SHERIFF

this 10/26, 1965

by leaving a copy with

Leroy McClelland

Raymond Wilkins Sheriff

Samuel Deputy Sheriff

O mi

No. 6739

Page \_\_\_\_\_

THE STATE of ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT

Perry McClelland

Plaintiffs

vs.

Leroy McClelland

Defendants

SUMMONS and COMPLAINT

Filed 10-25, 1965

Wesley J. Duck Clerk

C. L. Thompson

Plaintiff's Attorney

Defendant's Attorney

Moore Printing Co.

Defendant lives at \_\_\_\_\_

RECEIVED  
IN OFFICE

OCT 26 1965

, 194\_\_\_\_\_

, Sheriff

I have presented this summons

TAYLOR WILKINS  
SHERIFF

this

10/26

, 1965

by leaving a copy with

Leroy McClelland

Taylor Wilkins Sheriff

Wm. L. ... Deputy Sheriff

O mi

PERRY MCCLELLAND

Plaintiff

vs

LEROY MCCLELLAND

Defendant

X

X

X

X

X

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6729

Comes the defendant in the above styled cause and  
denies the allegations of said complaint.

FILED

OCT 26 1965

ALICE L. DUCK, CLERK  
REGISTER

*Leroy McClelland*  
Leroy McClelland, Defendant

ON 150.00  
REF 3.00  
ADD 153.00

Prin. 300.00

Int. 24.00 s. 330.00

Ins.-Rec. Fee 4.00 - 2.00

STATE OF ALABAMA, BALDWIN COUNTY

Rt. 1 Box 478

POST OFFICE Bay Minette, Ala.

BAY MINETTE, ALABAMA June 26, 1965, 19

On or before Each 25th 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 Thirty and no/100----- DOLLARS,  
in 12 installments of \$ 27.50 each, and installment of \$ , the first installment due July 25, 1965 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 warranted 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, and 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:

Endorsed: Perry McClelland

BALDWIN COUNTY, ALABAMA  
JUN 29 1965  
and that no tax was collected. Recorded in  
Book 42  
Page 101  
By Amy D. Jones  
Judge of Probate

482  
PAGE 987

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 26th day of June 1965, 19

Attest:

WEW Emp Borden's Dairy

L. S.  
L. S.  
Mr. Leroy McClelland

Insure Both!

25-103-295



Proceeds of this note received  
in cash.

Leroy McClelland

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 demand, protest and non payment thereof.

Leroy McClelland

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: Winton E. Hill  
First National Bank of Bay Minette

STATE OF ALABAMA, BALDWIN COUNTY

Rt. 1 Box 478  
Bay Minette, Alabama

POST OFFICE

Prin. 200.00

Int. 18.00

\$ 224.00

Ins.-Rec. Fee 4.00 - 2.00

BAY MINETTE, ALABAMA

February 3, 1965

On or before Each 10th

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,

Two-Hundred Twenty Four and no/100--

in 11 installments of \$ 18.50 each, and 1 installment of \$ 20.50, the first installment due March 10, 1965 DOLLARS,

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.

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Endorsed: Perry McClelland (Insure Both Maker and Endorser)

By *Perry McClelland*  
Judge of Probate  
FEB 9 1965  
Book 172  
Page 238  
Tax was collected

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 3rd day of February 1965

NEW Emp Bordons

*Perry McClelland*  
Mr. Leroy McClelland  
(L. S.)  
(L. S.)  
37

10-103-331