

STATE OF ALABAMA, BALDWIN COUNTY

6483

Prin. 288.44
Int. 46.56 \$ 337.00
Ins.-Rec. Fee 2.00

POST OFFICE Bay Minette, Ala.

BAY MINETTE, ALABAMA December 4, 1964

On or before Each 30th 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 Seven and no/100----- DOLLARS.
in 1 installments of \$15.00 each, and 23 installment of \$14.00 the first installment due December 30, 1964 after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 24 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 64/65 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:

STATE OF ALABAMA, BALDWIN COUNTY
Filed 12-14-64 11:00 AM
Recorded 2774 book 469 page 223
Judge of Probate

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.

Attest: Witness my/our hand(s) and seal, this the 4th day of December 1964 19

WMK

W. N. STUCKEY LUMBER CO., INC. (L. S.)

W. N. Stuckey, Jr. President (L. S.)

W. N. Stuckey, Jr. Treasurer

30-601-019

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.

For Value received, we hereby sell
assign and transfer unto the
First National Bank of Bay Minette
all our interest in the foregoing
instrument, with full recourse.

H. O. W. Lyles L.S.
O. W. Lyles

For Value received, we hereby sell
assign and transfer unto the
~~2mk~~ O. W. Lyles, of Bay Minette, Ala.
all our interest in the foregoing
instrument, with ~~out~~ full recourse.

FIRST NATIONAL BANK OF BAY MINETTE

W. M. Kelly
W. M. KELLY, Executive Vice Pres.

STATE OF ALABAMA
BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon W. N. STUCKEY LUMBER COMPANY, INC., a corporation, 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 O. W. LYLES.

WITNESS My hand, this 22 day of April, 1965.

Alice J. Duck
Clerk

O. W. LYLES,	X	
Plaintiff,	X	IN THE CIRCUIT COURT OF
Vs.	X	BALDWIN COUNTY, ALABAMA
W. N. STUCKEY LUMBER COMPANY, INC., a corporation,	X	AT LAW
Defendant.	X	6483

The Plaintiff claims of the Defendant TWO HUNDRED EIGHTY-EIGHT AND 44/100 DOLLARS (\$288.44), together with interest thereon at the rate of 8% per annum, due by promissory note, made by them on the 4th day of December, 1964. By the provisions of the said note, the first installment payment on this debt was due and payable on December 30, 1964; providing further that upon the failure to pay this or any subsequent installment, the entire note became due and payable. That said installment was not paid when due and has not been paid to date. Plaintiff further avers that by the terms of said note, the Defendant agreed to pay a reasonable attorneys' fee for the collection of this note and your Petitioner avers that \$50.00 is a reasonable attorneys' fee for collection of the same.

WILTERS & BRANTLEY

BY:

James M. Brantley
Attorney for the Plaintiff

FILED

APR 22 1965

ALICE J. DUCK, CLERK
REGISTER

64-4-26-65

311

SUMMONS AND COMPLAINT

Baldwin Times

THE STATE OF ALABAMA,

BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No.

..... TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon WILLIE HADLEY

PERDIDO, ALABAMA

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 _____

WILLIE HADLEY

_____, Defendant

by FIRST NATIONAL BANK OF BAY MINETTE, a national banking
association,

_____, Plaintiff

Witness my hand this 22nd day of April 19 65

64-5-14-65-

Alice J. Luck, Clerk

No. 6485

Page

THE STATE OF ALABAMA
BALDWIN COUNTY

CIRCUIT COURT

First National Bank
of Bay Minette
Plaintiffs

vs.

Willie Hadley
Defendants

SUMMONS and COMPLAINT

Filed FILED, 19.....

APR 22 1965, Clerk

AUG 1 1965 CLERK
REGISTER

J. Connor Owens
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED

RECEIVED IN OFFICE

APR 22 1965, 19.....

TAYLOR WILKINS, Sheriff
SHERIFF

I have executed this summons

this 5-14, 1965

by leaving a copy with

Willie Hadley

Sheriff claims 26 miles at

Ten Cents per mile Total \$2.60

TAYLOR WILKINS Sheriff
BY W. A. Folbert
DEPUTY SHERIFF

Taylor Wilkins Sheriff

W. A. Folbert Deputy Sheriff

Perdido

ON 275.00
Int 3.00
ON 203.15
STATE OF ALABAMA, BALDWIN COUNTY Int 6.00
ON 71.00
Int 3.00
S/C 10.00
Prin. 571.15
Int 45.85 \$ 626.00
Ins.-Rec. Fee 7.00 - 2.00
December 22, 1964
POST OFFICE Perdido, Ala. BAY MINETTE, ALABAMA 19.....

On or before Each 20th next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Alabama, or order, at their main banking house in Bay Minette, Alabama,

Six Hundred Twenty Six and no/100----- DOLLARS,
in 11 installments of \$ 52.00 each, and 1 installment of \$ 54.00, the first installment due January 20, 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; 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:

Renewal and Extention of Notes No. 40538, 44311 and 45012.

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 22nd day of December 1964 19.....
Attest:

XXX WEW Emp Bay Slacks

Willie Hadley (L. S.)

20-100-621 314 Mr. Willie Hadley 31

Garnishment on Judgment.

The State of Alabama,
Baldwin County

CIRCUIT COURT, BALDWIN COUNTY

TERM, 19--

To any Sheriff of the State of Alabama, Greeting:

WHEREAS, at a regular Term, 19-- , of the Circuit Court of Baldwin County,
to-wit: On the 1st day of July, 1965, being a regular day of
said term, FIRST NATIONAL BANK OF BAY MINETTE

recovered judgment against WILLIE HADLEY

for the sum of SEVEN HUNDRED TWENTY FIVE AND NO/100 Dollars, and cost of suit,
in the amount of \$19.10
and affidavit having been made by J. Connor Owens, Jr.
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations, viz:

BAY SLACKS, INC.

BAY MINETTE, ALABAMA

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant Willie Hadley or that it is, or
is believed to be indebted to said defendant Willie Hadley or to be liable to them, or to one of them on a
contract for the delivery of personal property, or on a contract for the payment of money which may be
discharged by the delivery of personal property, or which is payable in personal property.

You Are Therefore Hereby Commanded to Summon

Bay Slacks, Inc.
Bay Minette, Alabama,

to be and appear before the Honorable Judge of the Circuit Court for Baldwin County, at the Court House
thereof, in the city of Bay Minette, within thirty days from the service hereof
then and there within the three first days of the term, to answer on oath, whether at the time of the service
of the garnishment, or at the time making its answer, or at any time intervening the time of serv-
ing the garnishment, and making the answer its was or was not indebted to said defendant
and whether it will not be indebted in future to said defendant
by a contract then existing, and whether by a contract then existing it
is, or are, liable to said defendants for the delivery of personal property, or for the payment of money which
may be discharged by the delivery of personal property, or which is payable in personal property, and
whether it has not in its possession or under its control money or
effects belonging to the defendant Willie Hadley

Herein fail not, and have you then and there this Writ.

Witness, ALICE J. DUCK, Clerk of said Court, this 4 day of August, A.D., 1965

Issued 4 day of August A.D., 1965.

ATTEST:

232

Alice J. Duck, Clerk.

Received 4 day of Aug. 1965
and on 9 day of Aug 1965
served a copy of the within Bain

on Bay Slacks

by service on Mr. Harry Zolker

TAYLOR WILKINS, Sheriff

By W. A. Zolker
om

Circuit Court, Baldwin County

No. 6485 1/2

First National Bank
of Bay Minette

VS. { Garnishment On Judgment

Willie Hadley

Bay Slacks
Garnishee

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

J. Connor Owens
Attorney

FIRST NATIONAL BANK OF BAY MINETTE,)
A National Banking Association,)

Plaintiff,)

vs.)

WILLIE HADLEY,)

Defendant.)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE.

6/4/65

The Plaintiff claims of the Defendant the sum of SIX HUNDRED THIRTY ONE AND NO/100 DOLLARS (\$631.00), the balance due by Promissory Note made by him on December 22, 1964, and payable in 12 installments, commencing on the 20th day of January, 1965, with interest thereon from January 20, 1965; 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 NINETY FOUR DOLLARS (\$94.00) as a reasonable attorney's fee in the premises.

FILED

APR 22 1965

ALICE L. DUCK, CLERK
REGISTER

J. Connor Owens, Jr.

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

State of Alabama

BALDWIN COUNTY

TO WILLIE HADLEY, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of

First National Bank of Bay Minette, Plaintiff,

versus WILLIE HADLEY, Defendant,

now pending in the Circuit Court of Baldwin County, Alabama, Law Side, in which

BAY SLACKS, INC.

has^S been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 24

day of August, 1946.

Clerk of the Circuit Court.

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EX-8-9-65

Received 4 day of Aug. 1965
on 9 day of Aug. 1965
served a copy of the within Notice
Willie Hadley

service on _____

TAYLOR WILKINS Sheriff

By W. A. Talbot D. S.

mm

70064851/2

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

First Nat Bank of Bay Minn
Plaintiff.....

VS.

Willie Hadley

Defendant.....

THE STATE OF ALABAMA, }
BALDWIN COUNTY

CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid J. CONNOR OWENS, JR.

who being duly sworn, on oath says, that a regular _____ Term
of the Circuit Court of Baldwin County, to-wit: on the 1st day of July
19 65,

recovered a judgment against WILLIE HADLEY

_____ for the sum of
SEVEN HUNDRED TWENTY FIVE AND NO/100 _____

Dollars
besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that

BAY SLACKS, INC.,
BAY MINETTE, ALABAMA

supposed to be indebted to or have effects of the said Willie Hadley

in its possession, or under its control, and that he believes process of

Garnishment against said Willie Hadley
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this _____
day of August A. D. 19 65

Alice J. Duck
Clerk.

J. Connor Owens, Jr.
8-4-65
CLERK
REGISTER

O.W. LYLES,

Plaintiff

vs:

W.N. STUCKEY LUMBER CO., INC.,
A Corp.,

Defendant

Received 22 day of April 1965
and on 26 day of April 1965
I served a copy of the within 580
on Stuckey Lbr. Co.

By service on Ralph L Cobbs

TAYLOR WILKINS, Sheriff
By W A Tolbert
4 miles north of

Sheriff claims 8 miles at
Ten Cents per mile Total \$ 80
TAYLOR WILKINS, Sheriff
BY W A Tolbert
DEPUTY SHERIFF

FILED

APR 22 1965

ALICE L. DUCK, CLERK
REGISTER