

ON 364.44
Int. 8.56
CASH 25.00

(6528)

STATE OF ALABAMA, BALDWIN COUNTY

Box 753
Bay Minette, Ala.

POST OFFICE

BAY MINETTE, ALABAMA

Prin. 348.00
Int. 35.00 \$ 390.00
Ins.-Rec. Fee 5.00-2.00

October 17, 1962

On or before Each 20th 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 ninety and no/100- DOLLARS.

in 15 installments of 26.00 each, and installment of \$ month November 20, 1962 after date 15

hereof, and the remaining installments due on the corresponding day of each successive thereafter for said number of 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:

386.50
w/ 3.00
390.00

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 17 day of October, 1962
Attest: Emp: Standard Furniture.

INSURED TOLSON

L. B. Langham (L. S.)

Mr. B. L. Langham 34

35367

20-100-377

355

2.5

FIRST NATIONAL BANK OF BAY MINETTE,)	
A National Banking Association,)	IN THE CIRCUIT COURT OF
)	
Plaintiff,)	
)	BALDWIN COUNTY, ALABAMA
vs.)	
)	
L. B. LANGHAM,)	LAW SIDE.
)	6520
Defendant.)	

COUNT ONE:

The Plaintiff claims of the Defendant the sum of THREE HUNDRED NINETY AND NO/100 DOLLARS (\$390.00), the balance due by Promissory Note made by him on October 17, 1962, and payable in 15 installments, commencing on the 20th day of November, 1962, with interest thereon from January 20, 1964, at the rate of 8%; 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 SIXTY FIVE AND NO/100 DOLLARS (\$65.00), as a reasonable attorney's fee in the premises.

FILED

MAY 19 1965

ALICE J. RUCK, CLERK
REGISTER

J. Cannon Owens, Jr.

Attorney for Plaintiff.

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

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 L. B. LANGHAM (Billy)

West 10th Street

Bay Minette, 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.....
L. B. Langham
....., Defendant.....

by First National Bank of Bay Minette, Alabama
..... Plaintiff.....

Witness my hand this 19
18th day of May 1965

EX-5-29-65

Alice J. Luck Clerk

No. 6521

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

First National Bank of
Bay Minette, Ala.
Plaintiffs

vs.

R. B. Langham
Defendants

SUMMONS AND COMPLAINT

Filed MAY 19 1965

ALICE J. HICK CLERK
REGISTER

Clerk

J. Connor Owens
Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED
Received In Office

MAY 19 1965

TAYLOR WILKINS Sheriff
SHERIFF

I have executed this summons

this 5-29 1965
by leaving a copy with

L B Langham

Sheriff claims 6 miles at

10 Cents per mile Total \$.60

TAYLOR WILKINS Sheriff

BY W. A. Tolbert
DEPUTY SHERIFF

Taylor Wilkins Sheriff
W. A. Tolbert Deputy Sheriff

3 miles south
of Bay

J. CONNOR OWENS, JR.
ATTORNEY AT LAW
DAHLBERG BUILDING
P. O. BOX 729
BAY MINETTE, ALABAMA

July 20, 1965

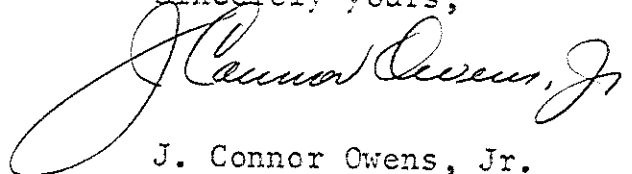
Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Alabama

Subject: First National Bank of Bay Minette
vs. L. B. Langham
Garnishee, Kaiser-Aluminum Co.

Dear Mrs. Duck:

This is with reference to the above styled matter and to advise you that an agreement has been made with Mr. Langham to retire the indebtedness without necessity of garnishment. I am therefore requesting that the garnishment be withdrawn and please hold the matter in abatement for refiling should Mr. Langham fail to keep his agreement with me.

Sincerely yours,


J. Connor Owens, Jr.

JCO:am

CC: Kaiser-Aluminum Company
Bay Minette, Alabama.

FILED

JUL 21 1965

RECEIVED
JUL 21 1965

for file

first Nat Bank

¹⁴
L. B. - Langhorne

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, a National Banking
Association

recovered judgment against L. B. Langham

for the sum of FOUR HUNDRED SIXTY AND NO/100----- Dollars, and cost of suit,
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:

KAISER ALUMINUM COMPANY, INC.

BAY MINETTE, ALABAMA

has or is believed to have in its possession, or under its control money
or effects belonging to said defendant L. B. Langham or that Kaiser-Aluminum Co., or
is believed to be indebted to said defendant -----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-----

KAISER ALUMINUM COMPANY, INC.,

BAY MINETTE, ALABAMA

to be and appear before the honorable Judge of the Circuit Court for Baldwin County, at the Court House
within thirty days from the date hereof.
thereof, in the city of Bay Minette, ~~XXXXXX~~-----~~XXXXXXXXXX~~

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 whether it is indebted to said defendant
-----and whether it will not be indebted in future to said defendant

L. B. Langham 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 L. B. Langham

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

Witness, ALICE J. DUCK, Clerk of said Court, this 13 day of July, A. D., 1965
Issued-----day of July-----A. D., 1965

ATTEST:

Alice J. Duck, Clerk.

Received 14 day of July 1965
and on 19 day of July 1965
served a copy of the within Garn.
on Kaiser Aluminum Co.
by service on _____

TAYLOR WILKINS, Sheriff

W. A. Tolbert
4 miles South of B.M.

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

Circuit Court, Baldwin County

No. 6520 1/2

First National Bank of
Bay Minette

VS. { Garnishment On Judgment

L. B. Langham

Issued _____ day of _____ 19____

Returnable _____ day of _____ 19____

Serve - Kaiser Aluminum Co.
Bay Minette, Ala.

J. Conway Owen, Jr.
Attorney

#6520 1/2

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 1965. First National Bank of Bay Minette, a National Banking Association recovered a judgment against L. B. Langham

for the sum of FOUR HUNDRED SIXTY AND NO/100-----(\$460.00)----- Dollars besides costs of suit; that said judgment remains wholly unsatisfied and in full force and effect: that KAISER-ALUMINUM COMPANY, INC., BAY MINETTE, ALABAMA

L. B. Langham supposed to be indebted to or have effects of the said in its possession, or under its control, and that he believes process of Garnishment against said L. B. Langham is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 13th day of July A. D. 1965

Alice J. Duck
Clerk.

J. Connor Owens, Jr.

State of Alabama

BALDWIN COUNTY

TO L. B. LANGHAM, Defendant:

YOU ARE HEREBY NOTIFIED that a Writ of Garnishment has been issued in the case of
 FIRST NATIONAL BANK OF BAY MINETTE, a National Banking Association, Plaintiff,
 versus L. B. LANGHAM, Defendant,

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

KAISER-ALUMINUM COMPANY, INC.,

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 13th
 day of July 1965.

Alice J. Luck
 Clerk of the Circuit Court.

Ex/ 7-19-65

Received 14 day of July 1965
and on 19 day of July 1965
served a copy of the within Notice
L. B. Langham

TAYLOR WILKINS, Sheriff

W. A. Selbert
4 miles South of B.M.

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

6520 1/2

NOTICE
TO DEFENDANT OF GARNISHMENT
BY
CLERK OF CIRCUIT COURT
BALDWIN COUNTY, ALABAMA
TO

L. B. Langham

First National Bank of
Bay Minette
Plaintiff.....

VS.

L. B. Langham

Defendant.....

460.00
18.60

J. Connor Owens, Jr.