

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Clyde Milstead 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 same, then and there to answer the complainant of the Baldwin County Bank, a Corporation.

Witness my hand, this the 8th day of June, 1965.

Alice J. Duck
CLERK

BALDWIN COUNTY BANK,
A CORPORATION,

PLAINTIFF

VS

CLYDE MILSTEAD

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 6540

The Plaintiff claims of the Defendant ONE-HUNDRED, NINETY and NINETY-FOUR ONE-HUNDREDTHS (\$190.94) DOLLARS, as balance due on a note for TWO-HUNDRED, EIGHTY-FOUR and FOUR ONE-HUNDREDTHS (\$284.04) DOLLARS made by him on the 3rd day of August, 1964 and payable on the 1st day of February, 1965 with interest thereon.

The note contains provision for a reasonable attorney's fee and waiver of exemption whereof Plaintiff claims benefit.

W. L. Hagan
Attorney for Plaintiff

Defendant may be found
at P. O. Box 215, Perdido,
Alabama

FILED

JUN 8 1965

ALICE J. DUCK

CLERK
REGISTERED

EX-6-9-65

337

NUMBER:

6540

BALDWIN COUNTY BANK,
A CORPORATION

PLAINTIFF

VS

CLYDE MILSTEAD

DEFENDANT

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

SUMMONS AND COMPLAINT

FILED

JUN 8 1965

ALICE J. DUCK, CLERK
REGISTER

Received 8 day of June
and on 9 day of June
I served a copy of the within D.C.
on Clyde Milstead

By service on

TAYLOR WILKINS, Sheriff

By W. A. Tolbert

Tolbert

Sheriff claims 40 miles at

Ten Cents per mile Total \$ 4.00

TAYLOR WILKINS, Sheriff

BY W. A. Tolbert

DEPUTY SHERIFF

STATE OF ALABAMA)
BALDWIN COUNTY)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETINGS:

You are hereby commanded to summon J. T. Moore 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, Alabama, at Bay Minette, Alabama, against the said J. T. Moore, defendant, by National Butane Company of Alabama, Incorporated, Plaintiff.

Witness my hand this 8th day of June, 1965.

Alice L. Duck, Clerk.

NATIONAL BUTANE COMPANY OF
ALABAMA, INCORPORATED,

Plaintiff,

vs

J. T. MOORE,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NO. 6541

COUNT ONE:

The Plaintiff claims of the Defendant Four Hundred forty one and 58/100 (\$441.58) Dollars, due from him by account on the 5th day of February, 1965, which sum of money, with interest thereon, is unpaid.

COUNT TWO:

The Plaintiff claims of the Defendant Four hundred forty-one and 58/100 (\$441.58) Dollars due from him on account stated between the Plaintiff and the Defendant on the 5th day of February, 1965, which sum of money, with interest thereon, is still unpaid.

COUNT THREE:

The Plaintiff claims of the Defendant Four Hundred forty-one and 58/100 (\$441.58) Dollars, due from him for merchandise, goods and chattels, sold by the Plaintiff to the Defendant on the 5th day of February, 1965, which sum of money, with interest thereon, is still unpaid.

Kenneth Cooper
Attorney For Plaintiff

Defendant's address is
Silverhill, Alabama

64-6-14-65

FILED

JUN 8 1965

401

ALICE L. DUCK, CLERK
REGISTER

CASE NO. 6541 -

NATIONAL BUTANE COMPANY OF ALABAMA,
Incorporated,

Plaintiff,

vs:

J.T. MOORE,

Defendant.

Served 8 day of June 1965
on 14 day of June 1965
by J. J. Moore
a copy of the within

Service on

TAYLOR WILKINS Sheriff
Carlisle Children
P/R

Sheriff claims 50 cents at
100 Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff
Carlisle Children
DEPUTY SHERIFF

FILED

JUN 8 1965

ALICE L. DICK, CLERK
REGISTER

Kenneth Cooper, Atty.

\$ 284.04

BAY MINETTE, ALA., August 3, 1964

For value received, the undersigned promise(s) to pay to the order of BALDWIN COUNTY BANK, Bay Minette, Ala., or order, the sum of

TWO HUNDRED EIGHTY-FOUR & 04/100----- Dollars,

payable in 12 installments of \$ 23.67 each, except the final installment which shall be \$ same; the first

installment shall be due on September 1, 1964, after date hereof, and one of such remaining installments shall be due on the

1st day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid, with interest thereon from

maturity at the rate of eight per cent per annum until paid.

Payable at Baldwin COUNTY BANK, Bay Minette, Alabama.

In the event of default in payment of any of said installments, when due, or in event of death, insolvency of, general assignment by, judgment against, petition in bankruptcy by or against application for receiver for, or issuance of garnishment or attachment against any party liable hereon or against any assets of any such party or on the happening of any one or more of said events, the holder shall have the right at its option without notice to declare the entire indebtedness immediately due and payable. No delay in exercising such option shall be construed to waive the right to exercise the same.

And hereby waive all right of exemption as to personal property against the payment of this debt and cost of collection, under the laws of Alabama, and agree to pay all expenses in counsel fees, or otherwise, that may accrue in the collection of this debt, and makers, sureties and endorsers hereby severally waive presentment, protest and consent that time of payment may be extended without notice thereof. 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 in said bank belonging to the maker, surety, guarantor, or any one of them.

And to better secure the above note, and any other amounts either of us now owe or may owe to BALDWIN COUNTY BANK, of Bay Minette, Alabama, at or before the payment of

this note, I hereby grant, bargain, sell and convey to BALDWIN COUNTY BANK, of Bay Minette, Alabama, the following property, to-wit:

All of my live stock, and other personal property, including all our household and kitchen furniture of every kind and character, our entire crop, of every kind and

description, raised during the year 19 by us or under our direction, including all rents due or to become due as for the year 19 in

County, Alabama, or elsewhere. Also One 1956 Ford 1/2 Ton F-100 Motor No. F10D6U22778

In case we fail to pay this note, or any debt secured hereby, when due, or should we sell or dispose of, remove, abandon, mistreat or injure any of the above mentioned property without the consent of BALDWIN COUNTY BANK, Bay Minette, Alabama, then the entire debts secured herein shall become due and payable to BALDWIN COUNTY BANK, Bay Minette, Alabama, and they may seize, take possession of, and sell any or all of said property at public outcry for cash, to the highest bidder, at Bay Minette, Alabama, after advertising the same for one day, by posting one written notice on the front of the place of business of BALDWIN COUNTY BANK, Bay Minette, Alabama, and in case of a sale under this contract it is hereby authorized to bid for and become the purchaser of said property. I do hereby certify that all of the above property is free from all liens and incumbrance and we are 21 years of age and have a good right to make this conveyance of it.

1 Attest: JAW

/s/ Clyde Milstead

L. S.

P. O. Box 215,
Perdido, Alabama

L. S.

No. 26092

Due

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DUVALL - MOBILE