

FIRST NATIONAL BANK OF BAY MINETTE,	)	
A National Banking Association,	)	
	)	IN THE CIRCUIT COURT OF
Plaintiff,	)	
vs.	)	BALDWIN COUNTY, ALABAMA
	)	
JAMES D. HAMILTON,	)	
	)	LAW SIDE.
Defendant.	)	6788

COUNT ONE:

The Plaintiff claims of the Defendant, the sum of NINETY THREE AND NO/100 DOLLARS (\$93.00), due by Promissory Note made by him on July 12, 1965, and payable on September 12, 1965, together with interest from date at the rate of eight percent (8%) per annum.

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.

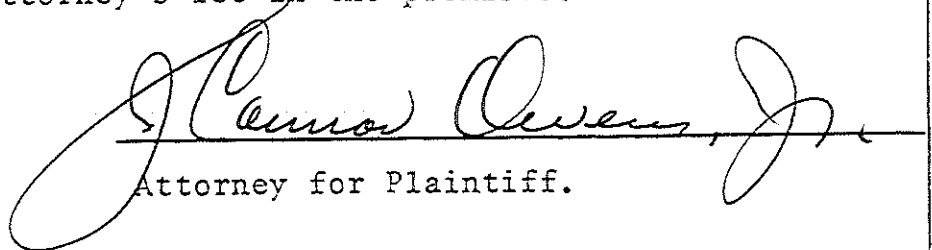
Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of TWENTY FIVE DOLLARS (\$25.00) as a reasonable attorney's fee in the premises.

COUNT TWO:

The Plaintiff claims of the Defendant, the sum of ONE THOUSAND THREE HUNDRED SIXTY FIVE AND 77/100 DOLLARS (\$1,365.77) the balance due by Promissory Note made by him on June 28, 1965, and payable in 24 installments, commencing on the 30th day of July, 1965, with interest thereon from August 30, 1965, at the rate of 8% per annum; 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 the Plaintiff claims the further and additional sum of TWO HUNDRED FOUR DOLLARS (\$204.00) as a reasonable attorney's fee in the premises.

  
Attorney for Plaintiff.

FILED  
DEC 7 1965  
ALICE L. DUCK, CLERK  
REGISTER

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 ..... JAMES D. HAMILTON

..... Pine Grove Route (old Robertson Road)

..... 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.....

James D. Hamilton

....., Defendant.....

by ..... First National Bank of Bay Minette, a national banking

association,

....., Plaintiff.....

Witness my hand this..... 7th ..... day of December 1965

EX-12-14-65 430

Oliver J. Duck Clerk

No. 6780

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

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

Plaintiffs

vs.

JAMES D. HAMILTON,

Defendants

SUMMONS AND COMPLAINT

Filed 12/7/65 19.....

DEC 7 1965 Clerk  
ALICE J. JACK, CLERK  
REGISTER

J. CONNOR OWENS, JR.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
Old Robertson Road  
Pine Grove Route  
Bay Minette, Alabama

Received In Office

DEC 7 1965 19.....

TAYLOR WILKINS, Sheriff

I have executed this summons

this Dec 14 1965

by leaving a copy with

James D Hamilton

Taylor Wilkins Sheriff  
W. A. Talbert Deputy Sheriff  
one

**RETAIL  
INSTALLMENT  
CONTRACT**
**RATCLIFF'S FIRESTONE, Inc.**

210 Hoyle Avenue

Phone: 937-3561

BAY MINETTE, ALABAMA

NAME First National Bank DATE 6/23/65  
PRINT PLAINLY

ADDRESS Bay Minette Ala PHONE \_\_\_\_\_

James Hamilton cor CREDIT APPROVAL \_\_\_\_\_ SOLD BY Ray  
TIRE PROMISED  
MAKE VEHICLE Buick YEAR 1960 LICENSE NO. 1940 MILEAGE 10000

QTY.	SIZE OR STOCK NO.	DESCRIPTION	OFFICE USE	UNIT EXC. TAX	PRICE	AMOUNT
		<u>RT &amp; Regis and Repair</u>				
		<u>or needed more of same like</u>				<u>30.00</u>
		<u>trans &amp; rear end oil</u>				<u>4.00</u>
		<u>other parts furnished by Bank</u>				

SERIAL NUMBERS  
OK By Mr. W.


A. \_\_\_\_\_

D. \_\_\_\_\_

TOTAL TIME PRICE \$



A. NET CASH PRICE	<u>2000</u>
B. DOWN PAYMENT	
C. NET CASH BALANCE	<u>3400</u>
D. HANDLING CHARGE	
E. NET TIME BALANCE (C+D)	
F. UNPAID PRIOR AGREEMENTS	
G. TOTAL NET TIME BALANCE	

The undersigned Buyer agrees to pay to the Seller, shown above, at the above address, or its order the amount shown in Item G in the table at the right hereof, including any prior time payment agreements which may be incorporated herein by reference, payable as shown in said table. Until such payment has been made Buyer agrees that Seller shall retain title and right of possession of said merchandise; Buyer will not sell, remove or encumber and shall be responsible for all losses of and damage to said merchandise and in the event of default of any payment or payments, Seller at its option may take back the merchandise or affirm the sale and hold Buyer liable for the unpaid balance, including any delinquency or collection charge where permitted by law. Except for standard warranties the foregoing constitutes the entire agreement between the parties.

**NOTICE TO THE BUYER:** 1. Do not sign this contract before you read it or if it contains any blank space(s). 2. You are entitled to a completely filled in (exactly copy) of this contract when you sign it. 3. Under the law, you have the following rights, among others, (a) To pay off in advance the full amount due and to obtain a partial refund of the finance or credit service charge; (b) Under certain conditions, to redeem the property if repossessed for a default; to require a resale of the property repossessed.

**BUYER HEREBY ACKNOWLEDGES RECEIPT OF THE MERCHANDISE AND SERVICES SET FORTH HEREON TOGETHER WITH A COPY OF THIS RETAIL INSTALLMENT CONTRACT.**

Witness \_\_\_\_\_

BUYER

Witness \_\_\_\_\_

By \_\_\_\_\_

SELLER

36-47

**ORIGINAL  
INVOICE**

MOSE,  
CHECKED  
BY:

CASH

DEFERRED  
TERMS30 DAY  
CHARGEDEALER  
CHARGE

*First Nat'l Bank*  
FIRST NATIONAL

615765

PRINT PLAINLY

30 May

## TERMS

CREDIT  
APPROVAL

**SOLD  
BY**

DELIVER TO

ORDER NO.

VEHICLE - MAKE

YEAR

LICENSE NO.

**TIME PROMISED**

MILEAGE

**PHONES - BUS.**[HOME](#)[illegible]

No. E 33-9

THANK YOU

# ORIGINAL INVOICE

**GIVE THIS COPY  
TO CUSTOMER  
IN ALL CASES**

MDSE, VERIFIED &amp; RELEASED BY

CHARGES ARE PAYABLE ON 10TH PROXIMO AT ABOVE ADDRESS

CLAIMS AND RETURNED GOODS SHOULD BE ACCOMPANIED BY THIS TICKET  
RECEIVED  
BY

**CHARGE**

**CASH**

**RATCLIFF'S FIRESTONE, Inc.**  
 210 Hoyle Avenue Phone: 937-3561  
 BAY MINETTE, ALABAMA

STATEMENT DATE

5-25-65

AMOUNT  
OF  
REMITTANCE

First National Bank  
 Bay Minette, Alabama

ALL ITEMS ARE DUE AND PAYABLE AT ABOVE ADDRESS ON 10TH OF MONTH FOLLOWING DATE OF STATEMENT  
 TO INSURE PROPER CREDIT DETACH AND RETURN ABOVE STUB WITH YOUR REMITTANCE.

DATE	ITEM	CHARGES	CREDITS	BALANCE DUE
	BALANCE BROUGHT FORWARD			
5-14	Inv 168-84 (62 Ford Repair)	87 31	—	87 31
5-17	Inv. 49-66 @ 670X15 R caps	41 60		128 91
6-11	Inv. 34-19 Auto Repair	55 75		184 66
6-15	Inv. 33-91 Paid on acct		128 91	55 75
6-23	Inv. 36-17 R & R. Rear wheel repair as needed Trans. & oil and oil & James Hamilton	34 00		89 75

R-390-X	NOT DUE	CURRENT	30 DAYS PAST DUE	60 DAYS PAST DUE	SUSPENSE	LAST AMOUNT SHOWN IS BALANCE OF YOUR ACCOUNT AS OF ABOVE DATE
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STATE OF ALABAMA, BALDWIN COUNTY  
Radcliff Firestone  
ON 1,080.00  
89.75

Prin. 1,169.75  
Int. 192.25  
Ins.-Rec. Fee 28.00-2.00  
1,392.00  
~~1,169.75~~  
~~192.25~~  
~~28.00~~

POST OFFICE 925 Dobson Ave.; Bay Minette

BAY MINETTE, ALABAMA 6/28 1965

On or before each 30th 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,

Thirteen hundred ninety-two and no/100 - - - - -  
in 23 installments of \$ 60.00 each, and 1 installment of \$ 12.00, the first installment due July 30th DOLLARS,  
hereof, and the remaining installments due on the corresponding day of each successive MO 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 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 extension of note # 39617 to include 1960 Buick LaSabra

Convertible Sr # 466024060

Agreement to pay \$15.00 per wk starting 6/18/65

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 18th day of June 1965

Emp-Const Co.

X James D. Hamilton (L. S.)

James D. Hamilton (L. S.)

1215.77  
1500.00  
1365.77

30-200-247



STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed on

JUL 7 1965 2 P M

and that no tax was collected. Recorded in 463  
Book 232 Page 232 Mary Deline  
By \_\_\_\_\_ Judge of Probate

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.

STATE OF ALABAMA, BALDWIN COUNTY

925 Dobson Ave.  
Bay Minette, Ala.

POST OFFICE

On or before Each 20th

BAY MINETTE, ALABAMA

July 20, 1963

Prin. 1461.50

Int. 240.50 s 1740.00

Ins.-Rec. Fee 36.00-2.00

next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Ala-

One thousand seven hundred forty and no/100- - - - -

24 installments of \$ 72.50 each, and

installment of \$

the first installment due

August 20, 1963

DOLLARS.

after

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 fixtures; all agricultural crops of every kind and description growing, or grown, by the undersigned during the year 1963-64 any lands whatsoever, all of the personal property of the undersigned, whether in possession, reversion or remainder, and all of the property so hereby conveyed, but not limiting the above, is more specifically described as follows:

1960 Buick LaSabra Convertible, Serial #4G6024060

JUL 24 1963

2.00

and that no tax was collected. Recorded in

Book 427

Page 125

Upon maturity, and non-payment of this obligation, in whole or in part, or upon the acceleration or 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 20 day of July, 1963

RCS-emp-BM Clinic

INSURED VOLCAN

James D. Hamilton

James D. Hamilton

41

(L. S.)

(L. S.)

39617

20-200-321

1080

ON Bay Minette Adv 431.65  
RCS 66.00 Ins  
497.65

STATE OF ALABAMA, BALDWIN COUNTY

406 West Ellis Street  
Bay Minette, Alabama  
POST OFFICE

Prim. 497.65  
Int. 40.35 \$ 552.00  
Ins.-Rec. Fee 12.00-2.00

BAY MINETTE, ALABAMA April 2, 19 63

On or before Each 15th 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,

Five Hundred Fifty-two and No/100  
in 12 installments of \$46.00 each, and installment of \$, the first installment due April 15, 1963  
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 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 1963/64 on any land which has been or is being used for the purpose 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:

1957 Buick 4-Dr Specail V-8 Hardtop Sedan Sr. No. LD6008712  
APR 12 1963 1 P M

and that no tax was collected. Recorded in  
Book 418  
Page 403  
Judge of Probate  
By AC

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 2nd day of April, 19 63

RCS  
38069  
15-103-164  
Insured VULCAN  
Percy Hamilton  
J. D. Hamilton  
58  
41  
(L. S.)  
(L. S.)

STATE OF ALABAMA, BALDWIN COUNTY

925 Dobson Avenue  
POST OFFICE Bay Minette, Ala.

ADD MN 93.35  
A ON 37.00

Prin. 130.35  
Int. 18.00 s 152.00  
Ins.-Rec. Fee 1.65 - 2.00

BAY MINETTE, ALABAMA September 13, 1963

On or before Each 15th 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,

BOOK 431 PAGE 230

One Hundred Fifty Two and NO/100----- DOLLARS.  
in 1 installments of \$12.85 each, and 11 installment of \$12.65, the first installment due October 15th after date  
month 12  
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 wanted 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 limited to the above, is more specifically described as follows:

STATE OF ALABAMA BALDWIN COUNTY

SEP 17 1963 9:18 AM  
and that no tax was collected  
Book 431 Page 230  
I certify that this is a true and correct copy of the original as filed on

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 13 day of September 1963

Attest: RCS Empl Bay Minette Clinic James D. Hamilton (L. S.)

(L. S.)

40448

10-100-597

INSURED VULCAN

James D. Hamilton

41

STATE OF ALABAMA, BALDWIN COUNTY

CASH

Prin. 50.00

Int. 5.00

\$ 55.50

Ins.-Rec. Fee .50

300 East Ellis Street

POST OFFICE Bay Minette, Alabama

BAY MINETTE, ALABAMA April 24, 1963

19

On or before Each \$7.00 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,

Fifty-Five Dollars and 50/100- - - - - DOLLARS,

in 3 installments of \$ 18.50 each, and installment of \$ , the first installment due May 1, 1963 after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 3 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:

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) my and seal, this the 24th day of April, 1963, 19

Attest: Emp Bay Minette Clinic

(L. S.)

James D. Hamilton

(L. S.)

James D. Hamilton 41

38332

5-100-782

Proceeds of this note received  
in cash.

James D. Hamilton

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.

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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 9th day of May, 1966, being a regular day of  
said term, First National Bank of Bay Minette, a National Banking  
Association,  
recovered judgment against James D. Hamilton

for the sum of Sixteen hundred and no/100 Dollars, and cost of suit,  
and affidavit having been made by Walter S. Patton  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

BACON-McMILLAN VENEER MANUFACTURING COMPANY  
STOCKTON, ALABAMA

has or is believed to have in its possession, or under its control money  
or effects belonging to said defendant James D. Hamilton or that it is, or  
is believed to be indebted to said defendant James D. Hamilton 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

BACON McMILLAN VENEER MANUFACTURING COMPANY  
STOCKTON, 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 date 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 whether it was indebted to said defendant

and whether it will not be indebted in future to said defendant  
James D. Hamilton 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 James D. Hamilton

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

Witness, ALICE J. DUCK, Clerk of said Court, this 11th day of August, A. D., 1966

Issued 11th day of August, A. D., 1966

ATTEST:

Alice J. Duck, Clerk.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

6780 1/2  
CIRCUIT COURT

Personally appeared before me, Alice J. Duck, Clerk of the Circuit Court in and for Baldwin County and State aforesaid WALTER S. PATTON

who being duly sworn, on oath says, that a regular \_\_\_\_\_ Term

of the Circuit Court of Baldwin County, to-wit: on the 9th day of May

19 66, First National Bank of Bay Minette

recovered a judgment against James D. Hamilton

\_\_\_\_\_ for the sum of  
SIXTEEN HUNDRED AND NO/100-----

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

BACON-McMILLAN VENEER MANUFACTURING COMPANY

STOCKTON, ALABAMA

supposed to be indebted to or have effects of the said James D. Hamilton

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

Garnishment against said Bacon-McMillan Veneer Mfg. Co. and James D. Hamilton  
is necessary to obtain satisfaction of said judgment.

Sworn to and subscribed this 11<sup>th</sup>

day of August A. D. 19 66

Alice J. Duck  
Clerk.

Walter S. Patton



State of Alabama

BALDWIN COUNTY

TO JAMES D. HAMILTON, 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 JAMES D. HAMILTON, Defendant,

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

BACON-McMILLAN VENEER MANUFACTURING COMPANY

has been named as Garnishee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 11<sup>th</sup>

day of August, 1946

*Alice J. Luck*  
 Clerk of the Circuit Court.

6780 1/2

Received 11 Aug. 1926

Received a copy of the with Notice  
James D. Hamilton

Service on  
TAYLOR WICKINS, Sheriff  
By

601 30

1926

1/2

NOTICE  
TO DEFENDANT OF GARNISHMENT

BY  
CLERK OF CIRCUIT COURT  
BALDWIN COUNTY, ALABAMA

TO  
JAMES D. HAMILTON

FIRST NATIONAL BANK OF BAY  
MINETTE, a national banking  
association, Plaintiff.....

VS.  
JAMES D. HAMILTON

Defendant.....

RETURNED TO SENDER  
UNDELIVERABLE

State of Alabama

BALDWIN COUNTY

TO JAMES D. HAMILTON, Defendant:

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

FIRST NATIONAL BANK OF BAY MINETTE, Plaintiff,

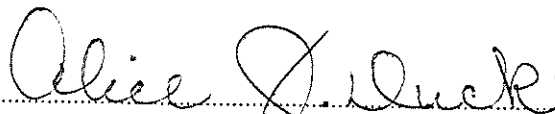
versus JAMES D. HAMILTON, Defendant,

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

BACON-McMILLAN VENEER MANUFACTURING COMPANY

has<sup>S</sup> been named as Garnishee.IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on this the 11<sup>th</sup>

day of August, 1966.



Clerk of the Circuit Court.

CLERK OF THE CIRCUIT COURT

*James D. Hamilton*

to you

ALL ARE ADVISED THAT YOU HAVE BEEN SERVED WITH THIS NOTICE

CONFIDENTIAL OR PRIVATE INFORMATION

NOTICE TO DEFENDANT OF GARNISHMENT

NOTICE TO DEFENDANT OF GARNISHMENT

NOTICE

TO DEFENDANT OF GARNISHMENT

BY

CLERK OF CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

TO

JAMES D. HAMILTON

FIRST NATIONAL BANK OF BAY

MINETTE, a national banking  
association, Plaintiff.....

VS.

JAMES D. HAMILTON

Defendant.....

RETURN TO COURT

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 9th day of May, 1966, being a regular day of  
said term, First National Bank of Bay Minette, a National Banking  
Association,  
recovered judgment against James D. Hamilton

for the sum of Sixteen hundred and no/100 Dollars, and cost of suit,  
and affidavit having been made by Walter S. Patton  
that process of garnishment is believed to be necessary to obtain satisfaction of such Judgment, and that the  
following named persons or corporations, viz:

BACON-MCMILLAN VENEER MANUFACTURING COMPANY  
STOCKTON, ALABAMA

has or is believed to have in its possession, or under its control money  
or effects belonging to said defendant James D. Hamilton or that it is, or  
is believed to be indebted to said defendant James D. Hamilton 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

BACON MCMILLAN VENEER MANUFACTURING COMPANY  
STOCKTON, 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 date 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 whether it was indebted to said defendant  
and whether it will not be indebted in future to said defendant  
James D. Hamilton 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 James D. Hamilton

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

Witness, ALICE J. DUCK, Clerk of said Court, this 17th day of August, A.D., 1966.

Issued 17th day of August A.D., 1966.

ATTEST:

Alice J. Duck Clerk.

Served 11 day of Aug. 1906

Served a copy of the within Garn.  
on Bacon - m. Miller

By service on \_\_\_\_\_

TAYLOR WILKINS, Sheriff

By \_\_\_\_\_

Circuit Court, Baldwin County

No. 6780 1/2

First Nat'l Bk.  
of Bay Minette

VS. } Garnishment On Judgment

James I. Hamilton

Issued \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Returnable \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Return by order  
of attorney

Attorney

**RATCLIFF'S FIRESTONE, Inc.**  
210 Hoyle Avenue Phone: 937-3561  
BAY MINETTE, ALABAMA

STATEMENT DATE

8-25-65

*First National Bank*  
*Bay Minette, Alabama*

AMOUNT  
OF  
REMITTANCE

\$

ALL ITEMS ARE DUE AND PAYABLE AT ABOVE ADDRESS ON 10TH OF MONTH FOLLOWING DATE OF STATEMENT

TO INSURE PROPER CREDIT DETACH AND RETURN ABOVE STUB WITH YOUR REMITTANCE.

DATE	ITEM	CHARGES	CREDITS	BALANCE DUE
	BALANCE BROUGHT FORWARD			
5-14	Inv 168-84 (62 Ford Repair)	87 31	—	87 31
5-17	Inv. 49-66 @ 670x15 R. caps	41 60		128 91
6-11	Inv. 34-19 Auto Repair	55 75		184 66
6-15	Inv. 33-91 Paid on acct		128 91	55 75
6-23	Inv. 36-17 R & L rear end repair and oil + James Hamilton	34 00		89 75

R-390-X	NOT DUE	CURRENT	30 DAYS PAST DUE	60 DAYS PAST DUE	SUSPENSE	LAST AMOUNT SHOWN IS BALANCE OF YOUR ACCOUNT AS OF ABOVE DATE

THE STATE OF ALABAMA, BALDWIN COUNTY  
925 Dobson Ave.

POST OFFICE Bay Minette, Ala.

BAY MINETTE, ALABAMA,

July 12, 1965, 196

On or before September 12, 1965 I cc promise to pay to the First National Bank of Bay Minette, Ala., or order at their office at Bay Minette, Ala. Ninety-three and NO/100 ----- DOLLARS

value received with interest thereon at the rate of ----- percent per annum until maturity. Should this note be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid. And the undersigned agrees to pay the First National Bank of Bay Minette, Alabama, for all future advances made by them to the undersigned.

And I/we hereby waive all right to exemption under the Constitution and Laws of this State or any other State and the United States, and should it become necessary to employ an attorney in the collection of this debt I/we agree to pay all reasonable Attorney's fees charged therefor. And to secure the payment of above amount, and all future advances I/we hereby bargain sell and convey unto First National Bank of Bay Minette, Ala., or assigns all my/our live stock, farming implements; and all my/our household and kitchen furniture and all personal property of every description now owned by me/us or which I/we or either of us may acquire before payment in full of this obligation; also the entire crop of agricultural products of any kind raised by or for me/us during the year ----- on any lands whatsoever, and said property I/we warrant to be free from any encumbrance. A portion of the property hereby mortgaged is more definitely described as follows, to-wit:

1954 Chevrolet 4-Dr. Sedan

And after maturity, and non-payment of this obligation in whole or in part the first National Bank of Bay Minette, Alabama, their agents or assigns may seize and sell at public outcry for cash before the Court House door of Baldwin County, all or any of said property after posting for five days, written notice of such sale on said Court House door. The proceeds of such sale shall be applied, first to the expense of advertising and making sale, including a reasonable attorney's fee, second to the above described indebtedness, and the balance, if any, to the undersigned. The undersigned agree to pay the recording fees and also the mortgage tax on this conveyance.

ATTEST: my hand ----- and seal ----- this the 12th day of July, 1965, 196

WMK Emp.

*James D. Hamilton* (L. S.)

48763