FIRST NATIONAL BANK OF A National Banking Ass	BAY MINETTE,)	
A Nacional banking ASS	·)	IN THE CIRCUIT COURT OF
	Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
JAMES D. HAMILTON,)	LAW SIDE,
	Defendant.)	6780

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.

ttorney for Plaintiff.

ALGE L DULK, REGISTER

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Plaintiff's Attorney

Defendant's Attorney

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

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First National Bank

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SUSPENSE

LAST AMOUNT

ON 1,080.00 Radcliff Firestone Prin. 1,169.75 192.25 1,392.00 s######## STATE OF ALABAMA, BALDWIN COUNTY Ins.-Rec. Fee 28.00-2.00 POST OFFICE 925 Dobson Ave; Bay Minette BAY MINETTE, ALABAMA 6/28 19.65 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 - - - - - - - hirteen hundred ninety-two and no/100 - - - - - - - - - - - - 23 installments of \$ 60.00ch, and 1 installment of \$ 12.00che first installment due July 30th after date hereof, and the remaining installments due on the corresponding day of each successive. MO thereafter for said number of 24 installments In the event of death, insolvency, assignment by, judgment against, filing of potition 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 atterney's fee, whether by suit or by time of payment may be extended, or renewal note taken, or other includence 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 beroin, 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 encumbrances. All of our livestock and its increase; all farming implements, tractors and other equipment; all of our household goods and kitchen furniture; all agricultural cross-Renewel , and extention 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 of June 1965 Attest: Emp-Const Co.

30-200-247

James D. Hamilton

15000BL

STATE OF ALABAMA,

I certify that this Instrument was filed on

JUL 7 1965 2 A

Book 443 Was collected. Recorded in Many 1909.

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.

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James D. Hamilton

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ARCS: Emp Bay Minette Clinic	(L. S.
	James D. Flamillan a. s
38332 5-100-187	James D. Hamilton 41

Proceeds of this note received in cash.

James D. Hemilia

For a	alue re	eccived	I here	eby gu	aran	teo the	collecti	on a	ba
paymont	of the	within	note,	mortg	ago.	includi	ng rea	sonai	ble
ditorney:	foes,	and wo	tivo n	ıy tigi	at of	oxempi	ion of	this	Οľ
any other	r Stale	, i also	coms	ent to	ony	extensi	on of	time	οí
payment	or any	renow	al of	this n	ote,	mortgag	e, and	wa	ve
demand,									

The State of Alabama, Baldwin County	CIRCUIT COURT, BALDWIN COUNTY
parawin ocaro,	TERM, 19
To any Sheriff of the Stat	e of Alabama, Greeting:
WHEREAS, at a regular	Term, 19, of the Circuit Court of Baldwin County,
to-wit: On the Sth day of	May , 19 65, being a regular day of
	ank of Bay Minette, a National Banking
,	
•	es D. Hamilton
- A. A.	ed and no/100 Dollars, and cost of suit
The same of the sa	Walter S. Patton
age of the control of	be necessary to obtain satisfaction of such Judgment, and that the
following named persons or corporations	
BACON-MCMILLAN VENEER MA	ANIHACTIOINC COMBANY
STOCKTON, ALABAMA	DYDEACTORY IN LOWERS
All Control of the Co	
	possession, or underitscontrol mone
	Commanded to Summon
BACON McMILLAN VENEER MA	ANUFACIURING COMPANI
STOCKTON, ALABAMA	
to be and appear before the honorable Ju	adge of the Circuit Court for Baldwin County, at the Court House
withithereof, in the city of Bay Minette, CHART	in thirty days from the date hereof. bexxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
then and there within the three first day	s of the term, to answer on oath, whether at the time of the service
	king its answer, or at any time intervening the time of serv
ing the garnishment, and making the ar	nswer whether it was indebted to said defendan
	will not be indebted in future to said defendan
·	existing, and whether by a contract then existing
	the delivery of personal property, or for the payment of money which
No.	rsonal property, or which is payable in personal property, an
whether has not in.	itspossession or underitscontrol money o
	James D. Hamilton
Herein fail not, and have you the	en and there this Writ.
	
	id Court, this // day of August A.D. 1966
	id Court, this // day of August , A.D., 1966
	August A. D., 19 66 ATTEST:

THE STATE OF ALABAMA, BALDWIN COUNTY

6780/2 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 regularTerm
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
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 saidJames_DHamilton
in its procession and its
possession, or undercontrol, 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
day of August A. D. 19 66
Clerk.

State	of	Alabama
BALI	IIWC	N COUNTY

State of A	700 100 100 100			The state of the s			ALABA A		CVEARAINEAL
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	The second secon	1900 100 200 200		, Defenda		est (mag)	Street, Street
TO JAMES D.	HAMILTON	•••••	••••••	·····		, Defenda	nt:		Į ×
YOU ARE	HEREBY NOTI	FIED that	a Writ o	of Gar	nishme	nt has beer	n issued i	n the o	ase of
FIRST NATION	AL BANK OF	BAY MINE	TTE		74 74 74	,	eren Mang Mang Mang Mang	 	, Plaintiff
versus JAMES	D. HAMILTO	N			100	erry.			Defendant
now pending in the	ne Circuit Cour	t of Baldwi	· · · · · · · · · · · · · · · · · · ·	a a service a service					
BACON-McMILL						,			and the second
haS been named	l as Garnishee	, .		,					
IN WITNE	ESS WHEREOF	, I have he	reunto :	set my	hand	and affixed	l my seal	on this	s the
day of	August	, 194	66		\bigcirc				

Olice Veck Clerk of the Circuit Court.

red I	L S	and the second s	Dieg.	NOTICE TO DEFENDANT OF GARNISHMENT BY
ervice en				CLERK OF CIRCUIT COURT BALDWIN COUNTY, ALABAMA
elle kalanda kalanda da kalanda d		e e sorium (18 e e e e e e e e e e e e e e e e e e e		JAMES D. HAMILTON FIRST NATIONAL BANK OF BAY
proporting the comment months and proporting the comment of the proportion of the comment of the			te jarounto sol my	MINETTE, a national banking association, Plaintiff VS. JAMES D. HAMILTON
magalogi kembanan andara kantan k			WEEDERON, I ha	Defendant
re-landermente-be-denomination de la company de la comp			as bonsh nego . 3.	VCOM-VCAITTIVE White is a post of Mark in the control of Mark in th

	VIN COUNTY					(males) en e (males) (males)
TAMES			San Land			
TAMES				Control of the Contro	A VIEW	
OUMES	D. HAMILTON	And the second s	Super Amp	See		
		4	Proces (red)	Defendant.	785 1997	
YOU A	RE HEREBY NOTIF	FIED that a Wri	t of Garnishment	has been is	sued in the	case of
IRST NATI	ONAL BANK OF B	AY MINETTE	No. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	The second secon		, Plaintiff
JAM	ES D. HAMILTON	je		eMang T	******************	george Negot George
rsus				•••••••	,	Defendant

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.....

The State of Alabama	, }	CIRCUIT COUR	T, BALDWIN COUNTY
Baldwin County	, -		TERM, 19
To any Sheriff of the St	ate of Ala	bama, Greeti	ng:
WHEREAS, at a regular	T	erm.19 of th	ne Circuit Court of Baldwin County
to-wit: On the 9th day			
said term, First National			
Association,			
recovered judgment againstJ.			
for the sum of Sixteen hunc	10 m		Dollars, and cost of sui
and affidavit having been made by			
that process of garnishment is believe			
following named persons or corporati	ons, viz:		
BACON-McMILLAN VENEER STOCKTON, ALABAMA	MANUFACTUR	ING COMPANY	
The state of the s		<u> </u>	
has or is believed to have inits_			·
contract for the delivery of personal personal discharged by the delivery of personal You Are Therefore Hereby	property, or wh	aich is payable in p	yment of money which may be personal property.
BACON McMILLAN VENEER	MANUFACTUR	ING COMPANY	
STOCKTON, ALABAMA			,
to be and appear before the honorable with thereof, in the city of Eay Minette, and	in things	dama former	7 7 7
then and there within the three first d			
of the garnishment, or at the time n			
ing the garnishment, and making the			
and whether			
mes D. Hamilton	· · · · · · · · · · · · · · · · · · ·	Will not be in	debted in future to said defendant
mes D. Hamilton	existing, and w	hether by a contra	ct then existingit
is, or are, liable to said defendants for may be discharged by the delivery of p	ersonal property	y, or which is pa	ayable in personal property, and
whetherit has not in	its	possession or unde	eritscontrol money or
effects belonging to the defendant	James D.	Hamilton	
Herein fail not, and have you t	en and there th	is Writ.	
Witness, ALICE J. DUCK, Clerk of s	aid Court, this	day of	August,A.D.,1966_
Issuedday of	August	A. D., 19_6(5.
	A COCCA	no artic	
	******	Aliee,	Clerk.

VOL 66 PAGE 132

Bacan-milla	Circuit Court, Baldwin County No. 6780/k
TAYLOR WILKINS, Sherri	First Natil BK. Bay Minettle VS. Garnishment On Judgment Warnes W. Hamilton Issued day of
	Returnable day of 19

RATCLIFF'S FIRESTO	one: 937-3561	
BAY MINETTE, ALA	AMA	
	•	
	STATEMENT DATE	
	\$25-65	
First Hations	Bank	THE PROPERTY OF THE PROPERTY O
AMOUNT Bay Minette, C	Plabana	A STATE OF THE STA
ALL ITEMS ARE DUE AND PAYABLE AT ABOVE ADDRESS ON 10TH	F MONTH FOLLOWING DATE OF STATE	MEN
TO INSURE PROPER CREDIT DETACH AND RETURN ABO	E STUB WITH YOUR REMITTANCE.	
DATE ITEM	CHARGES CREDITS BALANCE	DUE
Dr. mar Project Convint		
BALANCE BROUGHT FORWARD		
5-14 Jun 168-84 62 Ford Proper	87 3/1 - 821	3/1
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6-33 April 36-11 po muled Tour the said	3400 89	<i>75</i> 3
end ail + games Hamille		
R-390-X NOT DUE CURRENT 30 DAYS 60 DAYS	SUSPENSE LAST AMOUNT	
PAST DUE PAST DU	SHOWN IS BALANCE OF YOUR ACCOUNT AS OF ABOVE DATE	
	•	
	A 0	
	Prin.	85.00 7.50 \$ 93.00
THE STATE OF ALABAMA, BALDWIN COUNTY	Int.	7.50 s 93.00
925 Dobson Ave.	Ins, Reserve	50
POST OFFICE Bay Minette, Ala.	BAY MINETTE, ALABAMA,	July 13,1965 , 196
On or before September 12, 1965ext, I	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/	00	DOLLARS
value received with interest thereon at the rate of percent per demand, the same shall bear interest at the rate of 8 percent per annum		
Alabama, for all future davances made by them to the undersigned.	which and I was of this Charte on own other	. Chair and the United States and chould
it become necessary to employ an attorney in the collection of this debt payment of above amount, and all future advances I/we hereby bargi stock, farming implements; and all my/our household and kitchen furniture either of us may acquire before payment in full of this obligation; also the	we agree to pury unit reasonable Anomey; a a sell and convey unto First National Bank of and all personal property of every description in the crop of agricultural products of any k	if Bay Minette, Ala., or assigns all my/our live ion now owned by me/us or which I/we or ind raised by or for me/us during the year
on any lands whatsoever, and said property I/we warrant to definitely described as follows, to-wit:	e free from any encumbrance. A portion	of the property hereby mortgaged is more
		
1954 Chevrolet 4-Dr. Sedan		
And after maturity, and non-payment of this obligation in whole may seize and sell at public outcry for cash before the Court House door of such sale on said Court House door. The proceeds of such sale shall be attorney's fee, second to the above described indebtedness, and the balance	Baldwin County, all or any of said property	atter posting for five days, written notice of and making sale including a reasonable
mortgage fax on this conveyance		
Witness MY hand and seal this the ATTEST: WMK Emp	14 LII day of JULY	, 196, 196
ATTEST: WMK Emp.	James Di q	Lemella- (L. S.)
48763	· · · · · · · · · · · · · · · · · · ·	(L. S.)