

BALDWIN NATIONAL BANK OF ROBERTSDALE,)
a corporation,)

Plaintiff,)

vs. HENRY HOBBS,)

Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

6965

Plaintiff claims of the Defendant the sum of TWO HUNDRED THIRTEEN AND 68/100 (\$213.68) DOLLARS due by promissory note signed by the Defendant on the 23rd day of November, 1965 and payable in monthly installments of TWENTY-EIGHT AND 46/100 (\$28.46) DOLLARS with the interest thereon.

That in and by the terms of the said note and in the event of a default of any one or more of said monthly installments, the Plaintiff could declare the entire indebtedness immediately due and payable and the Plaintiff alleges that the Defendant is in default of a monthly installment.

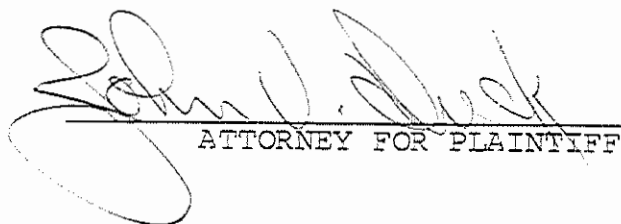
That in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorneys fee, and the Plaintiff now claims the further and additional sum of FIFTY (\$50.00) DOLLARS as a reasonable attorneys fee.

That in and by the terms of said note, the Defendant waived all rights of exemption under the constitution and laws of the State of Alabama, and the Plaintiff now claims the benefit of said Waiver.

FILED

MAY 19 1966

ALICE L. DICK, CLERK
REGISTER


ATTORNEY FOR PLAINTIFF

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA

Baldwin County

Circuit Court, Baldwin County

No. 6965

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

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonHENRY HOBBS.....

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.....

HENRY HOBBS

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

byBALDWIN NATIONAL BANK OF ROBERTSDALE,.....

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

Witness my hand this.....19th day of May 1924

Oliver D. Luck Clerk

EX-5-21-66

No. 6965

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STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

BALDWIN NATIONAL BANK OF
ROBERTSDALE, a corporation,

Plaintiffs

vs.

HENRY HOBBS

Defendants

SUMMONS AND COMPLAINT

Filed 19.....

Clerk

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Fairhope Hardware & Supply Co.
Fairhope Ave., Fairhope, Ala.

RECEIVED

Received In Office

MAY 19 1966

..... 19.....

TAYLOR WILKINS

SHERIFF

....., Sheriff

I have executed this summons

this 5-21 1966

by leaving a copy with

Henry Hobbs
(J. J. J. J.)

Sheriff claims 70 miles at

Ten Cents per mile Total 7.00

TAYLOR WILKINS

BY *Roy Randall*
DEPUTY SHERIFF

Sheriff

Roy Randall Deputy Sheriff

JOHN V. DUCK
~~DUCK & LACEY~~

Attorneys at Law
P. O. DRAWER A-J - FAIRHOPE, ALABAMA

M E S S A G E

R E P L Y

TO Mrs. Alice J. Duck

P.O. Box 239

Bay Minette, Ala.

DATE August 5, 1966

Re: Baldwin National Bank vs. Henry Hobbs
Civil Case #6965

Dear Mrs. Duck:

I enclose promissory note in the above
styled suit and ask that a Judgment by
Default be entered in the amount of
\$263.68.

This represents \$213.68 balance on the
note and a \$50.00 attorney's fee.

Sincerely,

SIGNED

John V. Duck
(24)

DATE

SIGNED

August 11, 1966.
Judgment entered
San. A. B. C. h
John

BALDWIN NATIONAL BANK

OF ROBERTSDALE

Fairhope, Alabama

Principal \$ 313.00
Interest 25.12
Ins.-Rec. Fee 3.40
\$ 341.52
11-23 1965

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of the Fairhope Branch of The Baldwin National Bank of Robertsdale, at its office in Fairhope, Alabama, the sum of Three Hundred Forty One + 52/100 Dollars payable in 12 installments of \$ 28.46 each except the first installment which is in the sum of \$ _____; the first installment shall be due on Dec. 25th 1965 after date hereof, and one of such remaining installments shall be due on the 25th day of each successive month thereafter until the entire indebtedness evidenced hereby shall have been fully paid. Interest shall be payable on the respective installments at the rate of 8% per annum after maturity thereof.

In the event of default in the payment of any one or more of said monthly installments, when and as the same fall due, or in the event of death, insolvency of, general assignment by, judgement against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance of writ of garnishment or attachment against any party liable hereon or against any of the assets of any such party liable hereon, whether maker, endorser, surety or guarantor, or on the happening of any one or more of said events, the payee, its successor and assigns, shall have the right at its or their election, and without notice to the undersigned or any endorser hereof, to declare the entire indebtedness evidenced hereby immediately due and payable (less a sum equal to 8% per annum on the respective installments from the date of declaration to the respective dates of maturity) and to proceed in any lawful manner for the collection thereof. No delay in making such election shall be construed to waive the right to make the same. The holder hereof may note the fact of acceleration hereon with or without stating the specific ground for accelerating maturity, and whether or not noted hereon such election to accelerate shall be effective.

The parties to this instrument whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal hereof, all rights of exemption under the Constitution and Laws of Alabama, or of any State, as to personal property, and they each severally agree to pay all cost of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee whether the same be collected or secured by or any attorney consulted with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, or any of them, and they severally agree that time of payment may be extended or renewal note taken or other indulgence granted without notice of or consent to such action, without release of liability as to any such party. 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 or credit held by said bank, on deposit, in trust, or otherwise, for account of the maker, endorser, surety, guarantor, or any of them, but shall not be required to make such application unless it shall be so elect, nor be liable for any failure or omission in respect thereof.

The undersigned have subscribed their names hereto without condition that any one else should sign or become bound hereon, and without any other condition whatever being made. The undersigned, if more than one, shall be jointly and severally liable hereunder.

ADDRESS

Box 374
Daphne, Ala.

SIGNATURE OF MAKER (S):

HENRY HOBBS