

STATE OF ALABAMA

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA

You are hereby commanded to summon Lavern C. Cox and Charlene O. Cox 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 the same, then and there to answer the complaint of First National Bank of Fairhope, a Corporation.

Witness my hand this the 7th day of June, 1966.

Alice J. Luck
CLERK

FIRST NATIONAL BANK OF FAIR-
HOPE, a Corporation

Plaintiff

vs

LAVERN C. COX and CHARLENE
O. COX

Defendants

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 2006

I

The Plaintiff claims of the Defendants the following personal property, to-wit:

1964 Oliver 550 Tractor, S.N. 140-701-519
1- F. McCleskey Disk; 1- Rotary Mower, Gras-King
K-60-1452; 3 Bottom 16" Plow, Ford 101-10-
464, SR. 1591,

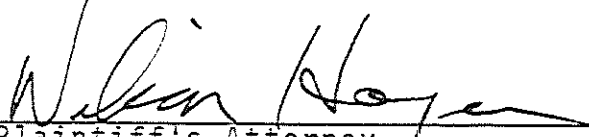
with the value of the hire or use thereof during the detention, to-wit: from February 2, 1965 to March 17, 1966.

II

The Plaintiff claims of the Defendants ONE-THOUSAND EIGHT-HUNDRED TWENTY-EIGHT and NO/100 (\$1,828.00) DOLLARS, balance due by promissory note for \$2,503.00 made by them on the 2nd day of February, 1965 and payable on the 17th day of March, 1966 with interest thereon.

Plaintiff further alleges that in and by the terms of said note the Defendants waived all rights of homestead exemption, and

Defendants agreed to pay all costs of collecting or securing the note, including a reasonable Attorney's fee, and Plaintiff claims the sum of \$274.00 as a reasonable Attorney's fee.


Plaintiff's Attorney

FILED
JUN 7 1968
ALEX. L. NIX, CLERK
RECEIVED

RECEIVED
JUN 10 1968
CLERK

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BY

RECEIVED
JUN 10 1968
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NUMBER: 7016

FIRST NATIONAL BANK OF
FAIRHOPE, A CORPORATION

PLAINTIFF

VS

LAVERN C. COX and
CHARLENE O. COX

DEFENDANTS

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

SUMMONS AND COMPLAINT

FILED

1978

ALBANY, ALA. 36007

FIRST NATIONAL BANK OF
FAIRHOPE, A CORPORATION

PLAINTIFF

VS

LAVERN C. COX and CHARLENE
O. COX

DEFENDANTS

IN THE CIRCUIT COURT

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 7006

TO THE SHERIFF OF SAID COUNTY

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Alice J. Duck
CLERK

NUMBER 7006

FIRST NATIONAL BANK OF FAIRHOPE,
A CORPORATION,
Plaintiff,

vs:

LAVERN C. COX and CHARLENE O. COX,

Defendants

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

SUMMONS AND COMPLAINT

WILSON HAYES, Attorney

Received 8 day of June 1966
and on 9 day of June 1966
I served a copy of the within Definor
on Lavern C. Cox &
Charlene O. Cox
By service on _____

TAYLOR WILKINS, Sheriff

By W. A. Tolbert

7 miles East Wetwood

Attached the following property:
1964 Oliver 550 Tractor, S. N.
140-701-519
1 - F. McCloskey Disk; 1-Rotar
Mower, Grass-King # K-60-1452;
3 Bottom 16" Plow, Ford
101-10-464-Sr. 1591

Pay. made Bond
6/15/66 by City.
First Nat'l Bank
of Fairhope by
Wm. L. Adams
Property released
to City

58 mi
Says E. Vindal

7-6
7-6
Taylor Wilkins, Sheriff
W. A. Tolbert
DEPUTY SHERIFF

#7006

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

BALDWIN COUNTY

Before me, Ruth K. Howell, a Notary Public in and for said County,
personally appeared A. J. Martin who being by me

duly sworn deposes and says that the property sued for in the complaint of
First National Bank of Fairhope, a Corporation filed in said Court, to-wit:

1964 Oliver 550 Tractor, S.N. 140-701-519

1- F. McCleskey Disk; 1- Rotary Mower, Gras-King # K-60-1452

3 Bottom 16" Plow, Ford 101-10-464, SR. 1591

belongs to First National Bank of Fairhope, A corporation, the plaintiff.

Sworn to and subscribed before me this 7th

day of June, 19 66

Ruth K. Howell
Notary Public

STATE OF ALABAMA

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

BALDWIN COUNTY

KNOW ALL MEN BY THESE PRESENTS, That we, First National Bank of
Fairhope, a Corporation, Principal, and

, Sureties, are held and
firmly bound unto Lavern C. Cox and Charlene O. Cox, his heirs, executors and admin-
istrators in the sum of FIFTY and NO/100 (\$50.00) Dollars,
for the payment of which we jointly and severally bind ourselves, our heirs, executors and adminis-
trators.

Sealed with our seals and dated the 7th day of June, 19 66

The condition of the above obligation is such that whereas, the above bound
First National Bank of Fairhope, a Corp. has on the _____ day of
June, 19 66 sued out a writ of detinue in the Circuit Court of _____
County, returnable to the said Circuit Court against the said Lavern C. Cox and
Charlene O. Cox for the recovery of the following
described property, to-wit:

1964 Oliver 550 Tractor, S. N. 140-701-519

1- F. McCleskey Disk; 1- Rotary Mower, Gras-King # K-60-1452

3 Bottom 16" Plow, Ford 101-10-464, SR. 1591

Now, if the said First National Bank of Fairhope, a Corp. shall fail in said suit
and shall pay to the said Lavern C. Cox and Charlene O. Cox, the defendant in
said suit, all such costs and damages as he may sustain by the wrongful complaint, then this obligation to
be void, otherwise, to remain in full force and effect.

Taken and approved this 7th day of _____ (SEAL)
June, 19 66 First Natl Bank Fairhope (SEAL)

Clarence J. ... (SEAL)
Clerk, Circuit Court By A. J. Martin (SEAL)

No. 7006

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

FIRST NATIONAL BANK OF
FAIRHOPE, A CORPORATION

Plaintiff

vs.

LAVERN C. COX AND CHARLENE
O. COX

Defendant S

Detinue — Affidavit and Bond

Filed this 7 day of JUN, 19 1968

Clerk

FILED
JUN 7 1968
ALICE L. DUCK, CLERK
REGISTRAR

DETINUE — REPLEVY BOND OF PLAINTIFF

STATE OF ALABAMA }
Baldwin County

KNOW ALL MEN BY THESE PRESENTS. That we, _____
First National Bank of Fairhope, A Corp.

and _____
are held and firmly bound unto Lavern C. Cox and Charlene O. Cox
in the sum of Four Thousand _____ Dollars, for the payment of
which, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors and ad-
ministrators.

Sealed with our seals and dated this _____ day of _____ 19____

The condition of the above obligation is such that whereas the said _____
First National Bank of Fairhope, A Corp.

_____ did. on the 7th day
of June 1966 sue out of the Circuit Court of Baldwin County

_____ a writ of detinue directed to any Sheriff of the State of Alabama commanding him
to take into his possession the following property, to-wit: _____

1964 Oliver 550 Tractor, S.N. 140-701-519

1- F. McCleskey Disk; 1- Rotary Mower, Gras-King

K-60-1452; 3 Bottom 16" Plow, Ford 101-10-464, SR. 1591

which said writ was placed in the hands of Taylor Wilkins

Sheriff of Baldwin County, Alabama, on the 8th day of June, 1966,

and executed by him on the 9th day of June, 1966, by taking into his
possession the following property, to-wit:

same as above

And whereas the said Lavern C. Cox and Charlene O. Cox
Defendant in said writ, has failed and neglected for the space of five days from the execution of said
writ to give bond and take possession of said property as authorized by law.

Now if the said First National Bank of Fairhope, A Corp. upon his failing
in said suit shall deliver the said property to the Defendant within thirty days after judgment and pay
all damages for the detention of the property and costs of suit, then this obligation to be void, otherwise
to remain in full force and effect.

First National Bank of Fairhope
BY William L. Odum (SEAL)
V. P.

(SEAL)

(SEAL)

Taken and approved this 15th day of June 1966
Taylor Wilkins
Sheriff, Baldwin County, Ala.

THE STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

REPLEVY BOND
Of Plaintiff

vs.

Taken and approved this _____

day of _____, 196____

Payable in monthly installments of \$100.00 each, beginning March 17, 1965, and continuing with a like amount on the 17th day of each month thereafter until paid in full, payments to be accompanied by interest at the rate of 8% per annum.

Fairhope, Ala., February 2, 1965

Schedule on reverse after date, without grace, I (WE) promise to pay to the order of FIRST NATIONAL BANK OF FAIRHOPE

Two Thousand Five Hundred Three and no/100 DOLLARS

With interest at the rate of 8 % per annum to maturity for value received, payable at FIRST NATIONAL BANK OF FAIRHOPE, FAIRHOPE, ALABAMA.

There has been deposited and pledged as collateral security for the payment of this note, or any other liability or liabilities of the undersigned to the owner thereof, whether the same be now existing or hereafter contracted, now due, or hereafter to become due, the property hereinafter described.

Full power and authority is hereby granted to sell, assign or deliver the whole or any part thereof, or any substitute therefor, or any addition thereto, at public or private sale, at the option of the owner or holder of this note, his, their, or its assigns, on the non-performance of this promise, or non-payment of any of the liabilities above named, at any time, or times thereafter, without advertisement or notice, which is hereby expressly waived, and at such sale the owner or holder of this note may purchase the whole or any part of said securities discharged from any right of redemption, or liability for conversion. In case of depreciation in the market value of the securities hereby pledged, or that may hereafter be pledged for the payment of this note or if from any cause whatever said securities pledged shall cease to be satisfactory collateral to the owner or holder of this note for this debt, its renewal or substitute, the undersigned hereby agrees to deposit additional security from time to time, as demanded, and failing to deposit additional security to the satisfaction of the owner or holder hereof, this note shall become due and payable for all purposes, and a sale of the collateral pledged may be made immediately as provided for above. In the event of default in the payment of any installment of principal or interest, or the death, insolvency of, general assignment by, judgment against, filing of any proceeding under the Bankruptcy Act 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 successors 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 and a sale of the collateral pledged may be made immediately as provided for above. 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 owner or holder of this debt may buy any of said collateral at private sale, with or without notice, at the market price, and, if there is no market price, then at its value; and the proceeds of any such sale shall be applied: First, to the payment of the expenses of making such sale, together with a reasonable attorney's fee, if an attorney is employed, or consulted; second, to the payment of the principal debt hereby secured and the interest thereon; third, to the payment of any other debt which the undersigned may now or hereafter owe the owner or holder of this note, either as principal, surety, endorser, or otherwise, and if any surplus remains, the same shall be paid to the undersigned.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally agrees to pay this note and waives as to this debt, all right to exemption under the Constitution and Laws of Alabama, or any other State, 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 same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them.

The parties to this note, whether maker, endorser, surety or guarantor, each for himself, agrees that if this note does not bear interest on its face, to pay a discount rate thereon of eight per cent, per annum until maturity; and thereafter interest at the rate of eight per cent, per annum until paid. It is also agreed by the undersigned to pay a late charge on each installment more than fifteen days in arrears.

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 so elect, nor be liable for any failure or omission in respect thereof.

The collateral security hereinabove referred to is described as follows:

1964 Oliver 550 Tractor, S. N. 140-701-512

1- F. McCleskey Disk

1- Rotary Mower, Gras-King # K-60-1452

3 Bottom 16" Plow, Ford 101-10-464, SR. 1591

STATE OF ALABAMA,
BALDWIN COUNTY

\$ 2,503.00

I certify that this instrument was filed on

FEB 9 1965 8 AM

and that no tax was collected. Recorded in Book 474

Page 310 By Harry D. Davis Judge of Probate

Attest:

Due

8/29

Charles O. Cox
Mr. & Mrs. Lavern C. Cox

(SEAL)

(SEAL)

Rt. 1, Box 185, Loxley, Alabama

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