

DETINUE SUMMONS AND COMPLAINT

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

No. 2002

To Any Sheriff of the State of Alabama:

You Are Hereby Commanded to Summon J. L. Bryant, Jr.

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 7th day of June, 1966

Alice J. Duck, Clerk.

COMPLAINT

First National Bank of Fairhope, J. L. Bryant, Jr.

a Corporation Plaintiff Versus Defendant

I
The plaintiff claims of the defendant the following personal property, to-wit:

56 Head of Black Cattle and Increase.

II

The Plaintiff claims of the Defendant ONE-THOUSAND SIX-HUNDRED NINETY-TWO and FORTY-FOUR/100 (\$1,692.44) DOLLARS, balance due by promissory note for \$2,040.25 made by him on the 3rd day of September, 1965 and payable on the 3rd day of December, 1965, with interest thereon.

Plaintiff further alleges that in and by the terms of said note the Defendant waived all rights of homestead exemption, and Defendant agreed to pay all costs of collecting or securing the note, including a reasonable Attorney's fee, and Plaintiff claims the sum of \$253.87 as a reasonable Attorney's fee.

with the value of the hire or use thereof during the detention, to-wit:

from September 3, 1965, to December 3, 1965
and of the alternate value of \$1692.44.

FILED

JUN 7 1966

ALICE J. DUCK, CLERK
REGISTER

W. Jean Hayes, Plaintiff's Attorney.

THE STATE OF ALABAMA,
BALDWIN COUNTY

CIRCUIT COURT

FIRST NATIONAL BANK OF FAIRHOPE,

A CORPORATION

Plaintiff.

VS.

J. L. BRYANT, JR.

Defendant.

DETINUE SUMMONS AND COMPLAINT

Filed _____, 19____

Clerk.

WILSON HAYES

Plaintiff's Attorney

Defendant's Attorney

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.

Defendant lives at

Stockton

Received in office

6-7, 1966
Jay W. Wilkin Sheriff.
I have executed this summons

this June 7, 1966
by leaving a copy with

J. L. Bryant Jr.

The within
Property not found on
which to levy

Jay W. Wilkin Sheriff
W. A. Tolbert Deputy Sheriff
18 mi

#7007

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:
56 Head of Black Cattle and Increase

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 J. L. Bryant, Jr., 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 J. L. Bryant, Jr.
 _____ for the recovery of the following
 described property, to-wit:

56 Head of Black Cattle and Increase

Now, if the said First National Bank of Fairhope, a Corp. shall fail in said suit
 and shall pay to the said J. L. Bryant, Jr., 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 Nat Bank Fairhope (SEAL)

Frank J. Allen
 Clerk, Circuit Court

By A. J. Martin (SEAL)

No. _____

THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

FIRST NATIONAL BANK OF
FAIRHOPE, A CORPORATION

Plaintiff

vs.

J. L. BRYANT, JR.

Defendant

Detinue — Affidavit and Bond

Filed this _____ day of _____, 19 _____

JUN 7 1906

ALICE L. DICK, CLERK
REGISTER

Clerk

Fairhope, Ala., September 3, 1965

90 days after date, without grace, I (WE) promise to pay
to the order of FIRST NATIONAL BANK OF FAIRHOPE
TWO THOUSAND AND FORTY DOLLARS AND 25⁰⁰/₁₀₀ - - - - - DOLLARS

With interest at the rate of % 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 or 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 or 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: STATE OF ALABAMA

56 Head of Black Cattle and Increase

SEP 9 1965

and that no tax was collected. Recorded in Book 486 Page 390
Judge of Probate

Attest: J. L. Bryant (SEAL)

Due: P. O. Box 561, Bay Minette, Ala. (SEAL)