

STATE OF ALABAMA)
 (IN THE CIRCUIT COURT - LAW SIDE
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon JANE LORES, Silverhill, 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, Alabama, Law Side, by the First National Bank of Bay Minette, plaintiff, against Jane Lores, as the defendant.

WITNESS my hand this 17th day of June, 1966.

Clerk

Oliver D. Luck
Clerk.

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

7026

COUNT ONE:

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED SEVEN AND NO/100 DOLLARS (\$507.00), due by Promissory Note made by her on July 23, 1965, and payable January 23, 1966, with interest thereon from date, at the rate of seven percent (7%) 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 agree to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of Ninety Dollars (\$90.00) as a reasonable attorney's fee in the premises.

COUNT TWO:

The Plaintiff claims of the Defendant, the sum of SEVEN HUNDRED THREE AND 50/100 DOLLARS (\$703.50), the balance due by Promissory Note made by her on October 25, 1965, and payable on January 25, 1966, with interest thereon 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 One Hundred Twenty-five and no/100 Dollars (\$125.00) as a reasonable attorney's fee in the premises.

FILED

JUN 17 1966

ALICE I. DUCK, CLERK
REGISTER

Walter S. Faden

Attorney for Plaintiff.

17 day of June 1966
ed on 30 day of June 1966
served a copy of the within
n Jane Lores

y service on

TAYLOR WILKINS, Sheriff
By *Carlisle* S.
Carlisle

Sheriff claims 60 miles at
Ten Cents per mile Total \$ 6.00
TAYLOR WILKINS, Sheriff
BY *Carlisle*
DEPUTY SHERIFF

CASE NO. 7026

FIRST NATIONAL BANK OF BAY
MINETTE, A National Banking
Association,

Plaintiff,

vs:

JANE LORES,

Defendant.

SUMMONS & COMPLAINT

X

FILED

JUN 12 1966

ALICE J. DICK, CLERK
REGISTER

Walter S. Patton, Atty.

STATE OF ALABAMA, BALDWIN COUNTY

Deposit

Prin. 800.00

Int. fr dt 8% \$ 803.50

Ins.-Rec. Fee 1.50-2.00

POST OFFICE Silverhill, Alabama

BAY MINETTE, ALABAMA October 25, 19 65

On or before November 25, 1965 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,

EIGHT HUNDRED THREE DOLLARS AND 50/100 - - - - - DOLLARS,

for value received, with interest thereon at the rate of percent per annum until maturity. Should this note not be paid at maturity, whether by date or demand, the same shall bear interest at the rate of 8 percent per annum until paid.

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.

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 obligated 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 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, is more specifically described as follows:

28 acres of soybeans located on her farm southwest of Woxley

and that no tax was collected. Recorded in 1965-22M
Page 183 of 183
J. H. Dole
Judge of Probate
BALDWIN COUNTY, ALABAMA
NOV 2 1965
This instrument was 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 25 day of October, 19 65

RNL

EMP: Baldwin Col Board of Education

50032

230 MRS. JANE LORES

LOXLEY BRANCH

(L. S.)

(L. S.)

5

and interest for 11-25-65
\$ 5.35
2.70
125.65

Signed _____

1st letter 2-9-66

$$100 \begin{array}{r} 06 \\ \hline \end{array} \quad 703 \begin{array}{r} 58 \\ \hline \end{array}$$