

BALDWIN NATIONAL BANK OF
ROBERTSDALE

Plaintiff

VS

A. L. CLAYTON

Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

No. 7038

1.

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED NINETY-THREE AND 23/100 DOLLARS (\$593.23) balance due on a promissory note made by the Defendant on the 15th day of January, 1965, and payable in twenty-four monthly installments, one installment being due and payable April 15, 1966. The Plaintiff avers that the Defendant defaulted in the payment of this installment and all subsequent monthly installments and that the whole balance has become due and payable. The Plaintiff claims interest at the rate of 8% per annum from the 15th day of April, 1966; this being provided for in the terms of said promissory note. The Plaintiffs further aver that the Defendant agreed in said promissory note to pay all expenses including reasonable attorney's fees incurred in collecting the same and the Plaintiff claims a reasonable attorney's fee in the amount of NINETY DOLLARS (\$90.00).

FILED

JUN 30 1966

ALICE J. DICK, CLERK
REGISTER

WILTERS, BRANTLEY & NESBITT

By: Thyler S. Nesbitt
Attorney for Plaintiff

SUMMONS AND COMPLAINT

MOORE PRINTING COMPANY - BAY MINETTE, ALA.

STATE OF ALABAMA
BALDWIN COUNTY

Circuit Court, Baldwin County

No.....

.....TERM. 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon A. L. CLAYTON

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.....

A. L. CLAYTON....., Defendant.....

by

BALDWIN NATIONAL BANK OF ROBERTSDALE....., Plaintiff.....

Witness my hand this 26 day of June 1926

E. H. 7-6-26 Elise J. Duck Clerk

No. 7138 Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

BALDWIN NATIONAL BANK OF

ROBERTSDALE

Plaintiffs

vs.

A. L. CLAYTON

Defendants

SUMMONS AND COMPLAINT

Filed JUN 30 1966 19.....

AUDIE J. DICK, CLERK Clerk
REGISTER

WILTERS, BRANTLEY & NESBIT

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at
Robertsdale, Ala.
Worlds - Clayton's Drive-In)

Received In Office
JUN 30 1966

TAYLOR WILKINS
SHERIFF

19.....

Sheriff

I have executed this summons

this 6th July 1966
by leaving a copy with

A. L. Clayton

Sheriff claims 50 miles at
Ten Cents per mile Total \$ 5.00
TAYLOR WILKINS, Sheriff

by Carline Childers
DEPUTY SHERIFF

Taylor Wilkins Sheriff
Carline Childers Deputy Sheriff
R. M. Cole

BALDWIN NATIONAL BANK

OF ROBERTSDALE

ROBERTSDALE, ALABAMA

Principal 1155.00
Interest 188.71
Ins.-Rec. Fee 27.41
\$ 1371.12
January 15 1965

FOR VALUE RECEIVED, the undersigned promise (s) to pay to the order of the BALDWIN NATIONAL BANK OF ROBERTSDALE, at its office in Robertsdale, Alabama, the sum of Thirteen Hundred Seventy One and 12/100-Dollars payable in 24 installments of \$ 57.13 each except the first installment which is in the sum of \$ _____; the first installment shall be due on February 15, 1965 after date hereof, and one of such remaining installments shall be due on the 15th 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:

Robertsdale, Alabama

SIGNATURE OF MAKER (S):

A.L. Clayton

[illegible]