

**BALDWIN NATIONAL BANK**  
**OF ROBERTSDALE**  
ROBERTSDALE, ALABAMA

# 4521  
12-3-65  
Principal \$400.00  
Interest 32.32  
Ins.-Rec. Fee 4.36  
\$ 436.68  
November 3, 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 Four hundred thirty-six and 68/100 Dollars payable in 12 installments of \$ 36.39 each except the first installment which is in the sum of \$ \_\_\_\_\_; the first installment shall be due on December 3, 1965 after date hereof, and one of such remaining installments shall be due on the third 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 819  
Fairhope, Ala.  
Albert Conway

SIGNATURE OF MAKER (S):

J. C. Allen, Jr.  
J. C. Allen, Jr.  
Albert Conway  
J. W. Shipp

[illegible]

T. W. SHIPP, ) IN THE CIRCUIT COURT OF  
Plaintiff, ) BALDWIN COUNTY, ALABAMA  
vs. ) AT LAW  
J. C. ALLEN, JR. ) *MO. 1124*  
Defendant. )

Plaintiff claims of the Defendant the sum of TWO HUNDRED EIGHTEEN AND 34/100 (\$218.34) DOLLARS due by promissory note made by him on the 3rd day of November, 1965 and payable in twelve (12) equal installments of THIRTY-SIX AND 39/100 (\$36.39) DOLLARS.

That in and by the terms of said note, the Defendant agreed that in the event of a default in one or more installments that the entire balance would be payable to the holder thereof, and Plaintiff avers that the Defendant defaulted on the 6th day of August, 1966, and Plaintiff now declares the entire balance due and payable.

That in and by the terms of said note, Defendant agreed to pay all costs of collection including a reasonable attorney's fee, and Plaintiff now claims the further and additional sum of FIFTY-SIX (\$56.00) DOLLARS as a reasonable attorney's 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 Plaintiff now claims the benefit of said Waiver.

FILED

8-18 66

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 ..... J. C. ALLEN, JR. ....

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.....

..... J. C. ALLEN, JR. ....

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

by ..... T. W. SHIPP .....

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

Witness my hand this..... 18 ..... day of..... Aug ..... 1966 .....

..... Clerk

Executed 8-30-66  
Ray W. Bridges - Sher  
by C. L. Fitzpatrick - APS.

FIF

5543

No. 7124

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

T. W. SHIPP

Plaintiffs

vs.

J. C. ALLEN, JR.

Defendants

SUMMONS AND COMPLAINT

Filed 8-18 1966

Ring, Clerk

REC'D. SHERIFF DEPT.  
MOBILE COUNTY, ALA.

AUG 19 9 50 AM '66

BY

JOHN V. DUCK

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at  
can be served at Standard  
Service Station on Causeway  
near Bankhead Tunnel entrance.

Received In Office

AUG 18 1966

19.....

TAYLOR WILKINS

SHERIFF, Sheriff

I have executed this summons

this Aug 30 1966

by leaving a copy with

J. C. Allen, Jr.

Ray D. Bridges Sheriff

C. J. Felt Deputy Sheriff