

ON 87.00
Cash 120.00

Prin. 207.00
Int. 18.00 \$ 230.00
Ins.-Rec. Fee 3.00-2.00
March 1, 1966

STATE OF ALABAMA, BALDWIN COUNTY

103 East Owens
Atmore, Alabama

POST OFFICE

BAY MINETTE, ALABAMA

On or before Each 20th next, I/we promise to pay to the First National Bank of Bay Minette, Bay Minette, Ala-

bama, or order, at their main banking house in Bay Minette, Alabama,

Two Hundred, thirty and No/100-----
in 11 installments of \$ 20.00 each, and 1 installment of \$ 10.00, the first installment due March 20, 1966 DOLLARS,
after date

month 12
hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 12 installments
with interest on each installment from maturity at 8% per annum.

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.

If any installment of this note is not paid at the time and place specified herein, the entire amount unpaid shall be due and payable immediately at the election of the holder of this note, but failure of the holder to take advantage of such default does not operate as a waiver of any subsequent default.

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 warranted 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; all of the personal property of the undersigned, whether in possession, reversion or remainder. A portion of the property so hereby conveyed, but not limiting the above, is more specifically described as follows:

STATE OF ALABAMA
BALDWIN COUNTY
I certify that this instrument
MAR 8 1966
and that no tax was collected. Recorded in
Book 437 Page 105
Judge of Probate

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 1st day of March, 1966
Attest:

EJB -

Tommy Hartley

(L. S.)

(L. S.)

51581

Mr. Tommy Hartley

20-100-301

IN THE CIRCUIT COURT - LAW SIDE.

You are hereby commanded to summon TOMMY HARTLEY, c/o Mrs. Voncile Weekley, Perdido, 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 Tommy Hartley, as the defendant.

WITNESS my hand this 22nd day of August, 1966.

Wisebach Clerk.

* * * * *

FIRST NATIONAL BANK OF BAY MINETTE,)
A National Banking Association,)
Plaintiff,)
vs.)
TOMMY HARTLEY,)
Defendant.)

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
LAW SIDE.

The Plaintiff claims of the Defendant the sum of TWO HUNDRED FOUR AND 67/100 DOLLARS (\$204.67), the balance due by Promissory Note made by him on March 1, 1966, and payable in 12 installments, commencing on the 20th day of March, 1966, with interest thereon from May 20, 1966; Plaintiff further alleges that in and by the terms of said note the failure to pay any installment accelerated the balance due under said note, and that said Defendant defaulted in his obligation to pay the installments as set out hereinabove.

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 \$30.70, as a reasonable attorney's fee in the premises.

Walter S. Patton
Attorney for Plaintiff.

*Executed 8-25-66
Layton & Wilkins-see.
by W. A. Talbert, Jr.*

710.7136

Received 23 day of Aug. 1966
and on 25 day of Aug. 1966
served a copy of the within etc
on Tommy Hartley
by service on _____

TAYLOR WILKINS, Sheriff

By

W. A. Talbot
on

First National Bank
of Bay Minette

PS

Tommy Hartley

19013
19134
19159

FILED

AUG 28 1966

ALICE C. DICK, CLERK
REGISTER

Walter Pittman

J. CONNOR OWENS, JR.

ATTORNEY AT LAW

DAHLBERG BUILDING

P. O. BOX 729

BAY MINETTE, ALABAMA

January 31, 1967

WALTER S. PATTON, ASSOCIATE

TELEPHONE NO. 937-4661

Mrs. Alice J. Duck
Clerk of Circuit Court
Bay Minette, Alabama

Subject: First National Bank of Bay Minette
vs. Tommy Hartley
Bay Slacks, Inc., Garnishee

Dear Mrs. Duck:

In the above styled matter which was filed by
the undersigned on January 27, 1967, please dismiss
this action.

Thank you for your aid and consideration in
this matter.

Sincerely yours,

OWENS AND PATTON

Walter S. Patton

Walter S. Patton

WSP:am