

46.00 ON Everette Davidson
204.00 CASH

Prin. 250.00
Int. 13.50 \$ 268.00

STATE OF ALABAMA, BALDWIN COUNTY

P. O. Box 606
POST OFFICE Bay Minette, Ala.

STATE OF ALABAMA
BALDWIN COUNTY
I certify that this instrument was filed on

BAY MINETTE, ALABAMA

October 22, 1965

On or before Each 25th

next 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 Sixty-eight and No/100 and that no tax was collected. Recorded in

in 8 installments of \$ 33.50 each, and installment of \$ 96.99 the first installment due November 25th, 1965 after date

hereof, and the remaining installments due on the corresponding day of each successive month thereafter for said number of 8 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:

Philco Electric Refrigerator; Norge Electric Range; Philco Automatic Washer,

Philco TV set. and all other household furniture and appliances now owned

by me and any that I may acquire during the term of this note.

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 22nd day of October, 1965

Attest:
WMK

Mrs. Louise Belaire (L. S.)

49991

25-300-074

Mrs. Louise Belaire

114

176.39

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

TO ANY SHERIFF OF THE STATE OF ALABAMA, GREETING:

You are hereby commanded to summon LOUISE BELAIRE, 901 West 7th Street, Bay Minette, 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 Louise Belaire, as the Defendant.

WITNESS my hand this 24 day of August, 1966.

Alvin J. Smith
Clerk.

FIRST NATIONAL BANK OF BAY MINETTE,)
A National Banking Association,)
Plaintiff,) IN THE CIRCUIT COURT OF
vs.) BALDWIN COUNTY, ALABAMA
LOUISE BELAIRE,)
Defendant.) LAW SIDE.
W. 714 D

The Plaintiff claims of the Defendant the sum of ONE HUNDRED SEVENTY SIX and 39/100 DOLLARS (\$176.39), the balance due by Promissory Note made by her on October 22, 1965, and payable in 8 installments, commencing on November 25, 1965, with interest thereon from March 25, 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 her 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 \$25.00 as a reasonable attorney's fee in the premises.

Walter S. Pollen
Attorney for Plaintiff.

EX-8-25-66

FILED
AUG 24 1966
CLERK
U.S. DIST. COURT
S.D. N.Y.

7140

Subscribed 24 day of Aug. 1866
and on 25 day of Aug. 1866

served a copy of the within J. L.
to Louise Belaire

service on _____

TAYLOR WILKINS, Sheriff
By W. A. Bellet
om

The First National Bank
of Bay Minette.

VS

Louise Belaire

FILED
AUG 24 1866
U.S. DIST. CT. S.D. ALA.

Walter Patton
Atty