

FIRST NATIONAL BANK OF BAY MINETTE,)		
A National Banking Association,)	IN THE CIRCUIT COURT OF	
Plaintiff,)		
vs.)	BALDWIN COUNTY, ALABAMA	
JOHN A. KUKLO, JR.,)	AT LAW.	NO. 7247.
Defendant.)		

WRIT OF DISCOVERY:

TO: JOHN A. KUKLO, JR.
LOXLEY, ALABAMA

Take notice, that, whereas, the Plaintiff in the above styled cause has requested, in writing, the undersigned, as Clerk of the Circuit Court of Baldwin County, Alabama, to issue notice to you as Defendant in said cause, and in the judgment therein, requiring you to file a statement in writing and under oath, of all of your assets, including money, choses in action, notes, bonds, and accounts, and all other property, real, personal or mixed, or any interest therein, with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed statement of any and all liens, mortgages or encumbrances thereon, showing the amounts due upon each and the owner and/or holder of such lien, and it appearing from the record in said cause that execution was returned on the judgment in this cause endorsed "no further property found", by the Sheriff of Baldwin County, Alabama.

NOW, THEREFORE, you are hereby required, within thirty (30) days from the service hereof, to file in this Court, a statement in writing, under oath, of all your assets, including money, choses in action, notes, bonds and accounts, and all other property, real, personal or mixed, or any interest therein, with a detailed description of the same, the location and reasonable value of each item thereof, together with a detailed list or statement of any and all liens, mortgages or encumbrances thereon, showing the amounts due upon each, and the owner or holder of such lien.

WITNESS my hand this 28 day of August, 1973.


Clerk, Circuit Court of Baldwin County,
Alabama.

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to serve the foregoing notice upon JOHN A. KUKLO, JR., LOXLEY, ALABAMA, the Defendant in said cause, and make due return of your said service and of this notice, within thirty days from this date, how you have executed the same.

WITNESS my hand this 28 day of August, 1973.

Eunice B. Blackmon
Clerk, Circuit Court, Baldwin County, Ala.

FILED

AUG 28 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

7247 Brown

RECEIVED

AUG 29 1973

First National Bank
of Bay Minette,
a National Banking
Association

Pltz.

vs.

John A. Kuklo, Jr.
Boxley, Ala.

Dept.

Writ of Discovery

FILED

AUG 28 1973

EUNICE B. BLACKMON
CIRCUIT CLERK

J.C. Owens, Jr.

Received 29 day of Aug 1973
and on 1 day of Sept 1973
I served a copy of the within on
on John A. Kuklo, Jr.

By service on

TAYLOR WILKINS, Sheriff

By H. Brown

40 mg
Lofly

10
Ten Cents per mile Total \$ 1/4
TAYLOR WILKINS, Sheriff
BY H. Brown

FIRST NATIONAL BANK OF BAY MINETTE,)	
A National Banking Association,)	IN THE CIRCUIT COURT OF
Plaintiff,)	
vs.)	BALDWIN COUNTY, ALABAMA
JOHN A. KUKLO, JR.,)	
Defendant.)	LAW SIDE.
	7247

COUNT ONE:

The Plaintiff claims of the Defendant the sum of ONE THOUSAND NINE HUNDRED NINETY NINE AND 96/100 DOLLARS (\$1,999.96), the balance due by Promissory Note made by him on May 28, 1965, and payable on August 28, 1966, together 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 agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of THREE HUNDRED DOLLARS (\$300.00) as a reasonable attorney's fee in the premises.

COUNT TWO:

The Plaintiff claims of the Defendant the sum of EIGHT HUNDRED TWO AND 80/100 DOLLARS (\$802.80), the balance due by Promissory Note made by him on July 27, 1965, and payable in 18 installments, commencing on the 25th day of August, 1965, with interest thereon from August 25, 1966, at the rate of eight percent (8%) per annum. 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.

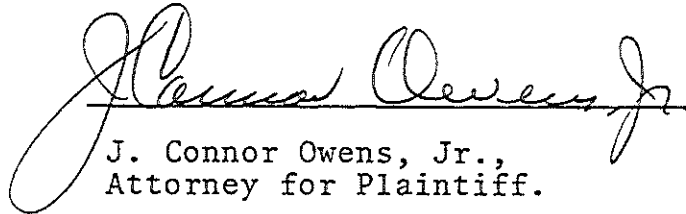
Plaintiff further alleges that in and by the terms of said note the Defendant agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of ONE HUNDRED TWENTY DOLLARS (\$120.00) as a reasonable attorney's fee in the premises.

COUNT THREE:

The Plaintiff claims of the Defendant the sum of FIVE HUNDRED FOUR AND 50/100 DOLLARS (\$504.50), the balance due by Promissory Note made by him on September 10, 1965, and payable on September 10, 1966, together 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 agreed to pay all costs of collection, including a reasonable attorney's fee, and Plaintiff claims the further and additional sum of SEVENTY SIX DOLLARS (\$76.00) as a reasonable attorney's fee in the premises.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

FILED
NOV 8 1966
ALICE J. DUCK, CLERK
REGISTER

SUMMONS AND COMPLAINT

MOORE PRINTING CO., 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 JOHN A. KUKLO, JR.,

..... LOXLEY, 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, State of Alabama, at Bay Minette, against.....

JOHN A. KUKLO, JR.,
..... Defendant.....

by FIRST NATIONAL BANK OF BAY MINETTE, a National Banking Association.

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

Witness my hand this 8th day of November 19 66

..... Alice J. Luck Clerk

*Entered
Nov 17 1966
J. A. Williams Sr.
J. A. McNeil D.S.*

No. 7247

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

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

Plaintiffs

vs.

JOHN A. KUKLO, JR.

Defendants

SUMMONS AND COMPLAINT

Filed NOVEMBER 7th 19 66

FILED

Clerk

NOV 8 1966

Alice J. Duck, CLERK
REGISTER

J. Conner Owens, Jr.

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

LOXLEY ALABAMA

Received In Office

NOV 8 1966

19.....

TAYLOR WILKINS

SHERIFF

Sheriff

I have executed this summons

this 12th Nov 1966

by leaving a copy with

John A. Kuklo Jr

40
4.00
by C.A. McNeil

Taylor Wilkins Sheriff

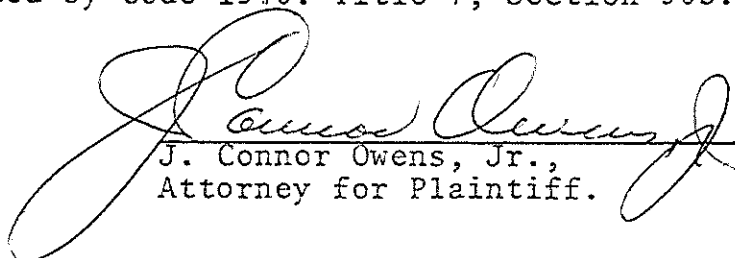
C.A. McNeil Deputy Sheriff

Loxley

FIRST NATIONAL BANK OF BAY MINETTE,)			
a National Banking Association,)		IN THE CIRCUIT COURT OF	
Plaintiff,)			
vs.)		BALDWIN COUNTY, ALABAMA	
JOHN A. KUKLO, JR.,)		AT LAW.	NO. 7247.
Defendant.)			

PETITION FOR DISCOVERY:

The Plaintiff herein having recovered judgment against the Defendant herein on December 19, 1966, for the total sum of \$3607.26 and costs, and execution having been issued under such judgment and such judgment having been satisfied in part, and such execution having been returned with no further property found and there being a balance remaining due on said judgment in the amount of \$3172.46, together with costs and accrued interest thereon, Plaintiff now requests in writing that the Clerk of this Court issue a notice to the above named Defendant requiring him, within thirty days from the service of such notice, to file in this cause a statement in writing, under oath, of all of his assets of every kind, character and description and wheresoever located as provided by Code 1940. Title 7, Section 903.


 J. Connor Owens, Jr.,
 Attorney for Plaintiff.

FILED

AUG 28 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

FIRST NATIONAL BANK OF BAY MINETTE,)
a National Banking Association,)

Plaintiff,)

vs.)

JOHN A. KUKLO, JR.,)

Defendant.)

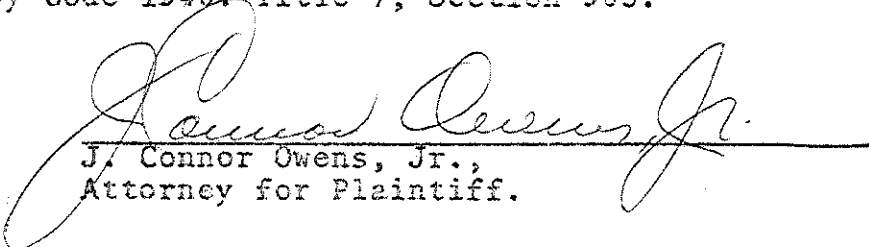
IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW. NO. 7247.

PETITION FOR DISCOVERY:

The Plaintiff herein having recovered judgment against the Defendant herein on December 19, 1966, for the total sum of \$3697.26 and costs, and execution having been issued under such judgment and such judgment having been satisfied in part, and such execution having been returned with no further property found and there being a balance remaining due on said judgment in the amount of \$3172.46, together with costs and accrued interest thereon, Plaintiff now requests in writing that the Clerk of this Court issue a notice to the above named Defendant requiring him, within thirty days from the service of such notice, to file in this cause a statement in writing, under oath, of all of his assets of every kind, character and description and wheresoever located as provided by Code 1940, Title 7, Section 903.


J. Connor Owens, Jr.,
Attorney for Plaintiff.

FILED

AUG 28 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

15-200-394 511.00

Ref 12.00

502.00

ADD 500.00

STATE OF ALABAMA, BALDWIN COUNTY

Charge Acct. each 25th for payment

Prin. 1002.00

Int 105.00

\$ 1126.00

Ins.-Rec. Fee 17.00-2.00

POST OFFICE Loxley, Ala.

BAY MINETTE, ALABAMA

July 27, 1965

On or before Each 25th

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,

One Thousand one hundred twenty six and 00/100- - - - - DOLLARS.

in 17 installments of \$ 63.00 each, and 1 installment of 55.00, the first installment due Aug. 25, 1965 after date

hereof, and the remaining installments due on the corresponding day of each successive mo thereafter for said number of 18 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:

Renewal and additional advance of note no. 15-200-394 secured by 1964 Ford $\frac{1}{2}$ ton P/U truck

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 27 day of

July

19 65

Attest:

RNL. 4 Emp. Kuklos Standard Station

(L. S.)

(L. S.)

Mr. John A. Kuklo, Jr.

Letter
10/4/66

Deposit 500.00

Prin.

fr dt 7%

504.50

Int.

2.50-2.00

Ins.-Rec. Fee

LOXLEY BRANCH

STATE OF ALABAMA, BALDWIN COUNTY

POST OFFICE Loxley, Alabama

BAY MINETTE, ALABAMA

September 10

1965

On or before December 10, 1965

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,

FIVE HUNDRED FOUR 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 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~~

~~STATE OF ALABAMA,~~ 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:~~

I certify that this instrument was filed on

SEP 15 1965

LOXLEY BRANCH

and that no tax was collected. Recorded in

Book 486

Page 538

By John A. Kuklo 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 10 day of September, 1965

Attest: RNL/jah

LOXLEY BRANCH

Emp: Standard Oil Station

MR. JOHN A. KUKLO

KUKLO STANDARD STATION,

19498 LOXLEY BRANCH

Dep/

Pria. 2200.00

STATE OF ALABAMA, BALDWIN COUNTY

Int. Fr. Dt. 87%

\$ 2212.00

LOXLEY BRANCH

Ins.-Rec. Fee 11.00-2.00

POST OFFICE Loxley, Ala.

BAY MINETTE, ALABAMA May 28, 1965

19

On or before Aug 28, 1965

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 Thousand Thirteen And 00/100- - - - -

DOLLARS.

for value received, with interest thereon at the rate of 7 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 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:

1963 Ford Thunderbird, Full Power and air cond. Serial No. 3Y8321

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed
JUN 2 1965 10 10 AM

LOXLEY BRANCH

and that no tax was collected. Recorded in
Book 480 Page 986
9916
Harry Deline
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 28 day of May 1965

Attest:

RNL. Empl. Self Service Station

LOXLEY BRANCH

Mr. John A. Kuklo

(L. S.)

(L. S.)

For value received I hereby guarantee the collection and payment of the within note, mortgage, including reasonable attorney's fees, and waive my right of exemption of this or any other State. I also consent to any extension of time of payment or any renewal of this note, mortgage, and waive demand, protest and non payment thereof.

1st letter 12-6-65

NOV 14 1986 213⁰⁴
NOV 14 1986 25⁰⁶

1999.96
2024.96